

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
October 27, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Claude Oliver (arrived at 9:10 a.m.)
Commissioner Max E. Benitz, Jr.
Commissioner Leo Bowman
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; DPA Ryan Brown; Ed Thornbrugh, Human Services; and Steve Brown and Ken Williams, Building Department.

Approval of Minutes

The Minutes of October 20, 2008 were approved.

Consent Agenda

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

Auditor

- a. Surplus of Personal Property

Central Services

- b. Approval of Agreements w/Embarq and Tamco Capital for Wireless System
- c. Renewal of Annual Licensing for Websense Software

Commissioners

- d. Lease Agreement w/Solid Rock for Mobile Espresso Services
- e. Non-Bargaining Contribution to Employee Benefits for 2009
- f. Line Item Transfer, Fund 0305-101, Dept. 000

Facilities

- g. Amended Personal Service Contract w/A-One Refrigeration & Heating Inc.
- h. Procurement & Installation of Water Softener System for Health District Building
- i. Blanket Services Agreement w/Frontier Fence, Inc.

Human Services

- j. Agreement, #08/09-RSAT-LCC, w/Lourdes Counseling Center

Parks

- k. Standard Srvc Agreement w/Tri-City Development Council re Rattlesnake Mt.

Personnel

- l. Establishing Holidays in 2009 & Hours for the Transaction of Business

Sheriff

- m. Notice of Completion for Installation of Shelving & Weapons Racks @ Jail Facility

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

South Central Washington Resource Conservation & Development Council (RC&D)

Heather Simmons-Rigdon gave a Powerpoint presentation outlining the purpose of the RC&D. She stated it was a federal program designed to help communities spend grant money and focus on natural resources, plan and develop projects, and unite partners. She indicated the main purpose was for land and water conservation, community development, and public education. She talked about some of the other participants and invited Benton County to participate and bring forward its needs so it could incorporate those needs into its strategic planning. Ms. Rigdon said that many entities would use the RC&D's 501c3 status as an umbrella company when applying for grants.

Final Approval – Appeal of Temple Baptist Church

Ken Williams and Steve Brown presented a resolution for final approval of the appeal of Temple Baptist Church.

MOTION: Commissioner Bowman moved to approve the resolution granting the appeal of Temple Baptist Church. Chairman Oliver seconded.

Discussion

Commissioner Benitz said he was not in favor, but requested the Building Department send the decision to Fire District 4 so it was aware it needed additional water hoses on that parcel in the event of a fire.

Upon vote, the motion carried with Commissioner Benitz opposing.

Unscheduled Visitors

Donald Youngblood, Benton City, said he wrote a letter to the Board expressing some concerns that he did not want to talk about in a public setting, but had not yet received a response. The Board indicated it would discuss the matter with Mr. Youngblood after the meeting.

Vouchers

Check Date: 10/24/2008
Warrant #: 909777-910004
Total all funds: \$1,785,663.94

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

Resolutions

- 08-869 Surplus of Personal Property
- 08-870 Approval of Agreements w/Embarq and Tamco Capital for Wireless System
- 08-871 Renewal of Annual Licensing for Websense Software
- 08-872 Lease Agreement w/Solid Rock for Mobile Espresso Services
- 08-873 Non-Bargaining Contribution to Employee Benefits for 2009
- 08-874 Line Item Transfer, Fund 0305-101, Dept. 000
- 08-875 Amended Personal Service Contract w/A-One Refrigeration & Heating Inc.
- 08-876 Procurement & Installation of Water Softener System for Health District Building
- 08-877 Blanket Services Agreement w/Frontier Fence, Inc.
- 08-878 Agreement, #08/09-RSAT-LCC, w/Lourdes Counseling Center
- 08-879 Standard Srvc Agreement w/Tri-City Development Council re Rattlesnake Mt.
- 08-880 Establishing Holidays in 2009 & Hours for the Transaction of Business
- 08-881 Notice of Completion for Installation of Shelving & Weapons Racks @ Jail Facility
- 08-882 Approval of Appeal of Temple Baptist Church

There being no further business before the Board, the meeting adjourned at approximately at 9:32 a.m.

Clerk of the Board

Chairman

Draft

The Board of Benton County Commissioners met at 9:00 a.m. on Tuesday, October 14, 2008, in the Commissioners' Conference Room for a special budget workshop meeting. Present were Chairman Pro Tem Max Benitz Jr.; Commissioner Leo Bowman; County Administrator David Sparks; Deputy Administrator Loretta Smith Kelty; Financial Manager Linda Ivey; and Clerk of the Board Cami McKenzie. Chairman Claude Oliver was absent.

The following elected officials and county employees were present: Central Services Manager Randy Reid; Auditor Bobbie Gagner; Treasurer Duane Davidson; County Clerk Josie Delvin; Chief Deputy Jackie Hill; Erhiza Rivera, Treasurer's Office; and Pat Powell, Auditor's Office.

Linda Ivey reviewed the baseline and requested preliminary budget for 2009. Ms. Ivey also presented some suggested revenue changes in the amount of \$699,838, along with the 1% property tax increase in the amount of \$165,018. Both Commissioner Benitz and Bowman said they would preliminarily support the 1% property tax increase, along with the other suggested revenue changes.

Ms. Ivey also suggested the following expenditure adjustments: VIT Transfer in the amount of \$155,000 to Drug Court; capital costs for requested computers to be funded from Capital (if approved by the Board); removal of the Contingency in Current Expense in the amount of \$225,000; additional transfer of \$700,000 from 1/10 Criminal Justice Fund for custody inmate expenses; consideration of budgeting 97.5% of salaries/benefits (the departments that ran short at the end of the year would be funded); new positions would remain at base line unless they were grant funded; maintain base line for fuel; use of beginning fund balance for Election Reserve request (may not be able to use cash carry forward if the Board adopted new salary policy); 30% increase in building fees would be needed to help shortfall of \$160,000 for Protective Inspection Services (suggested to increase by 15% and fund on a temporary basis, with the possibility of a large building project taking care of the deficit).

The Board agreed to look at all the suggested changes (except the removal of the Contingency Fund in Current Expense) and have Ms. Ivey provide a new outline the following week.

Commissioner Benitz provided an organizational chart for proposed changes to the Office of Public Defense (OPD), using the Cowlitz County model as an example to create an office of employees to provide legal counsel for public defense. He requested approval to have personnel prepare a budget on this basis. Commissioner Bowman said he was not opposed to making improvements and would look at a proposal.

Commissioner Benitz also requested approval to look at requesting the RSN to recoup costs for all out-of-county holds and public defense for other counties, to make Benton County whole. Commissioner Bowman said he was willing to take a look at it.

The Board recessed at approximately 10:00 a.m.

Clerk of the Board

Chairman

The Board of Benton County Commissioners met for a continued special budget workshop meeting at 8:30 a.m. on Tuesday, October 21, 2008 in the Commissioners' Conference Room, Benton County Courthouse, Prosser, Washington. Present were Chairman Claude Oliver; Commissioner Max Benitz, Jr.; Commissioner Leo Bowman, County Administrator David Sparks; and Clerk of the Board Cami McKenzie.

The following elected officials and county employees were present: Central Services Manager Randy Reid; Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Assessor Barb Wagner; Sharon Paradis and Jennifer Bowe, Juvenile; Rosie Sparks, Auditor's Office; Superior Court Judges Vic Vanderschoor and Carrie Runge; Superior Court Administrator Pat Austin; Building Manager Steve Brown; and Planning Manager Mike Shuttleworth.

The Board met with the elected officials and department managers to discuss the following budgets and departmental requests: Assessor, Juvenile, Superior Court, Building Department, and Planning Department.

Assessor

Ms. Wagner discussed her requests for increases, including fuel, post cards for re-evaluation notices, postage, change in bars code, and new residential appraiser position.

Juvenile

Ms. Paradis discussed the following requests to her budget:

Tentative approval by Franklin County: additional court services support (pro tem time and security for additional docket), vehicle fuel, Central Services enhancements, installation of electrical panel for lighting, repair to HVAC, and new probation counselor position ½ time for Pasco School District with accompanying revenue.

Cash carry forward: Ms. Paradis requested to spend \$59,500 for two used shield cars, sustained kitchen operations, detention relief, new radios, staff benefits, and drug court training.

Judge Carrie Runge stated the judges had received a letter from local law enforcement supporting the selective aggressive probation program and that the judges were also in support of that program, along with the drug court program.

Commissioner Benitz requested that Juvenile remove the unemployment line item in the amount of \$30,000 that was no longer needed.

Superior Court

Ms. Austin discussed funding requests for the Adult Drug Court, increasing the Court Commissioner to .50 time from .25, case management and scheduling software, secretary/receptionist, uniform accessories for bailiffs, office supplies, postage, association dues, computer replacement, and software.

Building Department

Steve Brown discussed budget requests as follows: fuel, office rent and permit fee increases. He indicated he had met with the Home Builders Association and they were in support of increased fees to assist with projected deficits. He also presented a spreadsheet outlining figures with 10% and 30% increases and the average fees among other counties.

Planning Department

Mike Shuttleworth presented his budget enhancements, including a request for a Hearings Examiner, postage increase, data processing administration, and professional services for recording fees.

With nothing else to report, the Board recessed until Wednesday at 8:00 a.m.

Clerk of the Board

Chairman

The Board of Benton County Commissioners met for a continued special budget workshop meeting at 8:00 a.m. on Wednesday, October 22, 2008 in the Commissioners' Conference Room, Benton County Courthouse, Prosser, Washington. Present were Chairman Claude Oliver; Commissioner Max Benitz, Jr.; Commissioner Leo Bowman; County Administrator David Sparks; and Clerk of the Board Cami McKenzie.

The following county employees and elected officials were present: Deputy Administrator Loretta Smith Kelty; Central Services Manager Randy Reid; Clerk Josie Delvin; Deputy Clerk Jackie Hill; Pat Powell, Auditor's Office; Finance Manager Linda Ivey; GIS Manager Mary Phillips; Frank Wolf, Pest Control; Coroner Rick Corson; Personnel Manager Melina Wenner; and Susan Ratliff, Civil Service, Treasurer Duane Davidson; Undersheriff Paul Hart; Sheriff Larry Taylor; Julie Thompson, Sheriff Dept.; Erhiza Rivera, Treasurer's Office; Auditor Bobbie Gagner; and Deputy Auditor Brenda Chilton.

The Board met with the elected officials and department managers to discuss the following budgets and departmental requests: Clerk, Collections Department, GIS, Pest Board, Coroner, Personnel, Civil Service, Insurance Management, Workers' Compensation, Sheriff, Treasurer, and Auditor.

Clerk/Collections Departments/Clerk Facilitator

Josie Delvin indicated that some portions of her 9000 fund requests could be reduced since they were paid for from the trial court improvement fund. Ms. Delvin stated her only other request was for professional services in the amount of \$40,000 as part of the digital preservation project and that the Collections and Clerk Facilitator were self-funded.

GIS

Mary Phillips said she had no new requests other than computer software.

Pest Board

Frank Wolf discussed a finding by the State Dept. of Agriculture of another apple maggot in the County and his request for fuel.

Coroner

Rick Corson asked for increases for his professional services (Dr. Selove had increased his contract in the amount of \$19,000, 40% reimbursed from the State), and supplies in the amount of \$3,596 including fuel.

Personnel

Ms. Wenner discussed her budget increases for office supplies, postage, and print bindery.

Workers' Compensation/Insurance Management/Civil Service

Ms. Wenner presented budget requests for legal services, fuel, and a new vehicle for the safety/training coordinator. Additionally, there were not any requests for Civil Service.

Sheriff

Sheriff Taylor, Undersheriff Hart, and Julie Thompson presented the Sheriff's budget, including the following requests in the different departments: temporary help, remote fingerprint machine for two departments, fuel, inmate phone system moved from inmate benevolent fund to general fund, replacement of work crew van, operating supplies, new detective sergeant position, new uniform patrol jackets, new tire costs, capital outlay (statewide ticket reporting program) vehicle purchases, overtime, and repair and maintenance on a new crime mobile unit.

Treasurer

Treasurer Duane Davidson and Erhiza Rivera presented the budget requests for the Treasurer's Office including office supplies, fuel, arbitrage, telephone, and other supplies. Additionally, Mr. Davidson discussed implementation of web payments and credit card payments at the counter.

Auditor

Auditor Bobbie Gagner and Deputy Auditor Brenda Chilton discussed increases as follows: Election Reserve request to purchase a new election management system due to a problem with the supporting software and a new automobile purchase.

There being no further business before the Board, the meeting recessed until Thursday, October 23, 2008 at 8:00 a.m.

Clerk of the Board

Chairman

The Board of Benton County Commissioners met for a continued special budget workshop meeting at 8:00 a.m. on Thursday, October 23, 2008 in the Commissioners' Conference Room, Benton County Courthouse, Prosser, Washington. Present were Chairman Claude Oliver; Commissioner Leo Bowman; Commissioner Max Benitz, Jr.; County Administrator David Sparks; and Clerk of the Board Cami McKenzie.

The following elected officials and county employees were present: Deputy Administrator Loretta Smith Kely; Finance Manager Linda Ivey; District Court Judge Bob Ingvalson; Jacki Lahtinen, Dixie Jameson, and Reva Kirby, District Court; Rosie Sparks Auditor's Office; Ray Gonzales and Judy Paxton, Office of Public Defense; Central Services Manager Randy Reid; Margaret Ault and PA Andy Miller; Marianne Ophardt, WSU Extension; Carrie Huie-Pascua and Ed Thornbrugh, Human Services; Keith Martin and Steve Becken, Public Works.

The Board met with the elected officials and department managers to discuss the following budgets and departmental requests: District Court/Probation Assessment; Office of Public Defense, Prosecuting Attorney; WSU Extension; Waste Management and Human Services.

District Court

Judge Ingvalson said the Courts were trying to use technology to avoid increase in staff. However, they were requesting an agency desk clerk and ½ time clerk assistant. Additional requests included computer hardware, postage, increased time for Court Commissioner position, interpreter services, legal services, and reduction in office supplies and computer hardware (paid for in Trial Court Improvement Fund).

Office of Public Defense

Ray Gonzales said most of his contract services were fixed costs and they were asking for an increase in District Court for two FTE. Additionally, Mr. Gonzales discussed the costs incurred to date associated with particular murder trials.

WSU Benton County Extension

Marianne Ophardt discussed enhancements to her budget, including publications, operating supplies, fuel, small equipment (digital video recorder), messenger service, postage, phone services, professional dues, new vehicle and fuel, computer, and grant related expenses.

Prosecuting Attorney

Andy Miller and Margaret Ault indicated they did not have any new requests for their office. Mr. Miller said he would not ask to fill the Child Support position with associated computers until it was funded by the State.

Waste Management

Keith Martin and Steve Becken indicated they had received grant money from DOE for a feasibility study on organic processing. Additionally, Mr. Martin said the Solid Waste Advisory Committee had put a hold on spending money to focus on larger projects.

Human Services

Carrie Huie-Pascua and Ed Thornbrugh presented the Human Services budget. It included a request for a vehicle purchase for Crisis Response and Human Services Administration and related fuel and contingency funds in program areas in the event they need to move through a consolidation.

With nothing else to report, the meeting recessed until Friday, October 24, 2008 at 8:00 a.m.

Clerk of the Board

Chairman

The Board of Benton County Commissioners met for a continued special budget workshop meeting at 8:00 a.m. on October 24, 2008 in the Commissioners' Conference Room, Benton County Courthouse, Prosser, Washington. Present were Chairman Claude Oliver; Commissioner Leo Bowman; Commissioner Max Benitz, Jr.; County Administrator David Sparks; and Clerk of the Board Cami McKenzie.

The following county employees and elected officials were present: Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Rosie Sparks, Auditor's Office; Jeff McKenzie and Denise Gerry, Fairgrounds; Marilu Flores and Lisa Small, Commissioners' Office; Pat Powell, Auditor's Office; Central Services Manager Randy Reid; Facilities Manager Roy Rogers; Adam Fyall, Community Development Coordinator; Erhiza Rivera, Treasurer's Office; Sharon Paradis, Juvenile; Superior Court Administrator Pat Austin; Superior Court Judge Vic Vanderschoor; Clerk Josie Delvin and Deputy Clerk Jackie Hill; and Jennifer Bowe, Juvenile.

The Board met with the elected officials and department managers to discuss the following budgets and departmental requests: Commissioners, Board of Equalization, LEOFF, Non-Departmental, Parks, Sustainable Development, Fairgrounds, Facilities, and Central Services.

Commissioners/Board of Equalization/LEOFF

David Sparks, Marilu Flores and Lisa Small presented the budget requests for Commissioners, Board of Equalization, and LEOFF Board. There were not any requests for Board of Equalization and only changes to insurance for LEOFF Board. Mr. Sparks discussed the following requests for Commissioners: temporary employee (additional grant money that was not expended) office supplies, travel, and web design.

Non-Departmental Budget

Mr. Sparks reviewed the requests for the Dept. 115 (Non-Departmental) as follows: line item for retirement expenses (specifically PERS 1 retirees expense), Health Department, Elections Reserves request, Juvenile, Juvenile Drug Court, Protective Inspection Services (Bldg. - possibility of 15% total increase in rates and the remainder from VIT), REET, and 1/10 Jail.

Sustainable Development

Adam Fyall discussed the request for \$100,000 to fund the Red Mountain EIN. He said it would be a partnership funding (total for Benton County would be \$25,000 with the remaining \$75,000 from partnerships), TRIDEC & PEDDA request, Benton City request for \$5,000 and increased association fees.

Misc. Funds

Mr. Sparks briefly discussed requests in the following budgets: Distressed County, Rural County Capital Fund, State Housing, Homeless Housing, Historical Preservation Fund (working on a plan with East County Museum group and possibly funding the Clerk's project in the amount of \$40,000), and Capital Projects.

Parks/Park Development

Adam Fyall presented requests for fuel and utilities in the Park fund. Additionally, he said the Park Development fund was based on the capital facilities plan.

Fairgrounds

Jeff McKenzie and Denise Gerry discussed the Fairgrounds Improvements Fund requests for CID infrastructure and other projects and small requests for the Fairgrounds Operating fund.

Facilities

Roy Rogers and Cami McKenzie presented the Facilities budget, indicating there were not any new requests.

Central Services

Randy Reid discussed enhancements to his budget, including moving the Information Analyst position from II to III, computer supplies (toner and ink), and postage (not related directly to other departments). Additionally, he discussed requests that were related to department requests.

Budget Recap

David Sparks asked for direction on operating budget requests for Randy Reid since it would take some to key the figures. The Board agreed to fund Mr. Reid's department requests. Additionally, they agreed to all capital enhancements that were not "new position" related.

Chairman Oliver and Commissioner Bowman agreed to put in \$125,000 to \$150,000 for dog control as a starting point. Additionally, the Board agreed to review the budget again in a couple of weeks, after the preliminary changes has been made and there was more information available on Juvenile and Health District budgets.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 101, ASSESSOR,
FOR OFFICE SUPPLIES IN THE AMOUNT OF \$7,500**

BE IT RESOLVED by the Board of Benton County Commissioners, that \$7,500 shall
be transferred as more clearly defined in Exhibit A attached hereto:

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Assessor Dept Nbr: 101
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM NAME (4 digit)	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.240	1125 Salaries	\$6,000	514.240	3101	Office Supplies	\$7,500
514.240	1107 Salaries	\$1,500				
TOTAL		\$7,500	TOTAL			\$7,500

Explanation:

Due to an ergonomic recommendation by Bryan Perry, Benton County Safety & Training Coordinator, we need to purchase new cases to house our paper maps for our segregation department. Also, we would like to purchase some counters for our new Kennewick Office location as well as some small items for the safety and comfort of our employees.

Prepared by: Barbara Wagner by Harriet Mercer Date: _____

Approved

Denied

Date: _____

Chairman

Member

Member

b

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

WHEREAS, the Treasurer's Office has a check reader "TellerScan" TS220E, serial number 20805022042, Manufactured by Digital Check Corporation which has been made obsolete by the acquisition of a newer, more efficient check scanning system; and,

WHEREAS, the Personal Property Manager has determined that the check reader is not desired by any other county department or office; and,

WHEREAS, the TellerScan purchase cost was \$2,030 in 2005 and,

WHEREAS, there is a market in lesser entities for similar equipment, and

WHEREAS, it is the recommendation of the Personal Property Manager that the TellerScan should be declared surplus; and,

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

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, the TellerScan is hereby surplus and to be sold by auction; or upon unsuccessful sale, the Personal Property Manager shall dispose of the TellerScan as directed by the Treasurer's Office.

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE BLANKET CONTRACT BETWEEN BENTON COUNTY AND BERNARDO-WILLS ARCHITECTS, PC TO PROVIDE ANY NECESSARY ARCHITECTURAL AND ENGINEERING SERVICES FOR CAPITAL IMPROVEMENTS FOR ALL BENTON COUNTY FACILITIES

WHEREAS, as per Resolution 08-485, dated April 28, 2008, Board of Benton County Commissioners awarded services to Bernardo-Wills Architects, PC and authorized the Facilities Manager to negotiate a contract with Bernardo-Wills Architects, PC to provide as needed architectural and engineering services for all Benton County locations; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman of the Board to sign the attached contract between Benton County and Bernardo-Wills Architects, PC for an amount not to exceed \$200,000, plus any reimbursable expenses.

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

**PROFESSIONAL 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 **BERNARDO-WILLS ARCHITECTS PC**, a Washington professional corporation with its principal offices at 107 S Howard Fourth Floor, Spokane, WA 99201 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract includes the following additional document.

- a. Exhibit "A" - Billing Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties, and shall expire on December 31, 2009. This contract may be extended for an additional two (2) 12-month periods if agreed upon by both parties.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to perform the following services:

- a. Provide Architectural and Engineering Services for capital improvements for Benton County Facilities after approved by means of resolution signed by the Board of Benton County Commissioners; subject to the following requirements and limitations:

- i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Article 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.

- ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed for each work order. ALL proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.

- iii. The CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of projects in a manner consistent with the standards expected of similarly situated architects on construction or improvement projects within the State of Washington. CONTRACTOR shall generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel, and shall amend or modify such documents and contracts at the direction of COUNTY's legal counsel or COUNTY's representative. These documents and contracts include, but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion; The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY's request, and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

- iv. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where project contracts call for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.

v. The CONTRACTOR shall complete each task assigned in a timely manner according to the schedule agreed to by the parties.

b. Information and Reports: The CONTRACTOR'S representative shall meet with the COUNTY'S representative as specified in each work order, and if not stated, no less than on time per week while a work order is in progress. The CONTRACTOR shall prepare and present status reports and other required information as specified in each work order, or as otherwise requested in writing 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: **Robert M. Wills, AIA, Principal**
107 S Howard Fourth Floor
Spokane, WA 99201
Phone: (509)838-4511
Fax: (509) 838-4605
- b. For COUNTY: **Roy Rogers, Facilities Manager**
7122 W. Okanogan Place, Bldg A
Kennewick, WA 99336
Phone: 509-736-3082
Fax: 509-736-2708
Cell: 509-539-5334

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

5. COMPENSATION

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

- a. Per Exhibit A - 2008 Standard Hourly Rate Schedule
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$200,000 unless agreed to by amendment by both parties. The Contractor shall be paid the amount stated in each work order and approved resolution consistent with the rates established in Exhibit A, "2008 Standard Hourly Rate Schedule".

6. INVOICING

- a. Each invoice shall contain a detailed description of the work performed, including work order designation and the hours expended by each labor category used in performing a task multiplied by the applicable rate in Exhibit A.
- b. The CONTRACTOR will not be paid for any work not expressly authorized in form of resolution signed by the Board of Benton County Commissioners.
- c. Partial Payments: The CONTRACTOR may submit invoices to the COUNTY not more than twice per month during the progress of the work for partial payment of the work completed to date of invoice, less amounts paid on previous invoices. Each invoice shall cover all work performed for the COUNTY during the billing period. The CONTRACTOR shall not be paid for services rendered under this contract until they have been performed to the COUNTY'S satisfaction. The County shall authorize payment when the work billed is accepted by the County; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.
- d. In the event the CONTRACTOR has failed to substantially perform any obligation specified on a work order and such failure has not been cured within then (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion and upon written notice to the CONTRACTOR, withhold without penalty any and all amounts due and payable to the CONTRACTOR, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means fulfilling the terms of a work order

with variances only for technical or minor omissions or defects.

- e. Unless otherwise provided, the CONTRACTOR will not be paid for any work performed prior to the effective date of this Contract or after its termination.

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 done by the CONTRACTOR, and all reports submitted in conjunction thereof shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work and submitted reports, even if the work is accepted by the COUNTY.
- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the 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, or any other tort liability whatsoever including infliction of emotional distress caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

9. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR shall maintain Professional Liability or Errors and Omissions coverage appropriate to the CONTRACTOR'S profession which shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, with a general aggregate of no less than two million dollars (\$2,000,000).

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract

or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

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

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

CONTRACTOR shall further procure Employer's Liability Stop-gap insurance providing coverage for no less than \$1 million for bodily injury or disease suffered by

its employees.

- c. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

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

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 insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the 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) The CONTRACTOR shall include all subcontractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. The commercial general liability policy required by this agreement shall afford coverage for all losses sustained within the coverage period regardless of when the claim or lawsuit is filed ie the policy may not be a "claims made" policy.

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

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all

required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the 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.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) 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.
- (5) All written notices under this Section 9 and notice of cancellation or change of required insurance coverage's shall be mailed to the COUNTY at the following address:

Benton County Risk Management
7122 W Okanogan Place, Bldg A
Kennewick, WA 99336
Phone: 509-737-2777
Fax: 509-737-2778

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

Contracts Administrator listed above.

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

10. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. 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 ten (10) 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 5, Compensation.
- c. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

- d. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

11. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

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

13. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the

agreed services in accordance with the specifications set out in this Contract.

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [Five] of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS

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

purposes.

16. 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.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. All design work performed by the CONTRACTOR shall be done on AutoCAD (release 12 or higher), or other systems mutually agreed upon; an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claims, causes of action, or demands brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor

infringes any patent or copyright. The COUNTY will promptly notify the CONTRACTOR any such claims in writing.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION AND VENUE

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

22. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors,

Orig: File: Lisa Small

cc: Auditor; R. Ozuna; Facilities; BWA

15/17

executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

23. 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.

22. ENTIRE AGREEMENT

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

24. NOTICES

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

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

BENTON COUNTY COMMISSIONERS

BERNARDO-WILLS ARCHITECTS, PC

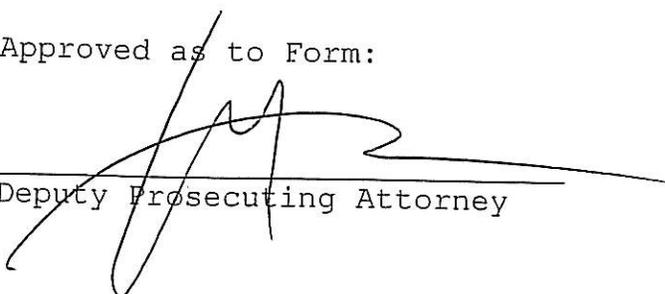
Claude L. Oliver, Chairman

Robert M. Wills, AIA, Principal

Dated: _____

Dated: _____

Approved as to Form:



Deputy Prosecuting Attorney

2008 STANDARD HOURLY RATES

1. ARCHITECTURAL/BWA HOURLY RATES

Principals	\$ 175.00
Associate Principals	\$ 135.00
Associate Architects	\$ 100.00
Architect III	\$ 95.00
Architect II	\$ 90.00
Architect I	\$ 85.00
Marketing Specialist	\$ 75.00
Intern III	\$ 80.00
Intern II	\$ 75.00
AutoCad Designers	\$ 65.00
Word Processor	\$ 50.00

2. SUBCONSULTANTS: Subconsultant fee plus 10%
3. TRAVEL: Out of town travel shall be authorized in advance and reimbursed at actual invoice cost plus 10% for air fare, ground transportation, lodging, meals, etc.
4. REIMBURSABLE EXPENSES: Actual cost plus 10%.
5. PAST DUE ACCOUNTS: Job progress and time records are computed at the end of each month and invoices sent out by the 15th of the following month. Payment is due within 30 days. Interest on past due accounts is charged at the rate of 1% per month.

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF CONTRACT AMENDMENT FOR THE PROCUREMENT AND INSTALLATION OF JURY CHAIRS FOR THE NEW BENTON COUNTY DISTRICT COURT ROOMS LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA

WHEREAS, per resolution 08-847 dated October 13, 2008 the Board of Benton County Commissioners awarded the procurement and installation of the jury chairs for the new Benton County District Courtrooms to Brutzman's Inc for a contract amount of \$22,316.05; and

WHEREAS, the original agreement was prepared as a public works contract, when in fact the contractor will deliver and set up the jury chairs only and Benton County Facilities Department will affix the chairs to the floor; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington the board hereby concurs with the amendment provisions attached hereto and authorizes the Chairman of the Board to sign the service agreement amendment.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,

Attest: _____
Clerk of the Board

SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and BRUTZMAN'S INC., 2600 N. Columbia Center Blvd., Richland, WA hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a service agreement dated October 13, 2008 (the "AGREEMENT") to provide complete delivery, installation and functional setup of twenty-one (21) jury chairs w/ arms in the new Benton County District Courtrooms.

WHEREAS, the original agreement was prepared as a public works contract, when in fact the CONTRACTOR is delivering and setting up the jury chairs only and the Benton County Facilities Department will affix the chairs to the floor.

WHEREAS, the COUNTY wishes to amend the AGREEMENT and replace the original language with the following; **NOW, THEREFORE**

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

1. The reference in paragraph 1 to "Exhibit B- Prevailing wage tables for Benton County" shall be deleted in its entirety.
2. Paragraph 5 shall be replaced in its entirety with the following:

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 not to exceed twenty-two thousand three hundred sixteen dollars and five cents (\$22,316.05) including W.S.S.T.

3. Paragraph 11 shall be deleted in its entirety.
4. All other terms and conditions of the AGREEMENT shall remain the same.

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

BENTON COUNTY

BRUTZMAN'S, INC.

Claude Oliver, Chairman

Ken Brutzman's, President

Date: _____

Date: _____

Approved as to Form:

Deputy Prosecuting Attorney

Date: _____

Orig: File - Lisa Small

cc: Auditors; R. Ozuna; Brutzman's

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A SERVICE AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND VARSITY CONTRACTORS, INC.; AMENDING RESOLUTION 08-205

WHEREAS, per resolution 08-205 dated February 11, 2008 the Board of Benton County Commissioners entered into a service agreement with Varsity Contractors, Inc, Boise, ID in the amount \$161,568.00 excluding WSST for the janitorial services located at the Benton County Justice Center, Kennewick, WA; and

WHEREAS, the Facilities Manger recommends adding the new District Courtrooms and Assessor's office located at the Benton County Justice Center to the current contract for an additional \$1,417.30 per month increasing the current contract amount to \$167,237.20 excluding WSST; and

WHEREAS, the Facilities Manger also recommends the Board to authorize a base amount of \$20.00 per hour for unexpected janitorial needs outside the contract; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the amendment to the service agreement with Varsity Contractors, Inc.; increasing the contact amount to \$167,237.20 and a base price of \$20.00 per hour for acceptable overages, incidentals and other unanticipated cost outside the contract services; and

;

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig: File - Lisa Small
cc: Auditor; R. Ozuna, Facilities, Varsity Contractors, Inc.

FIRST SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this _____ day of October, 2008 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **Varsity Contractors, Inc**, 2100 S. Cole Road, Boise, ID 83709 a firm licensed to do business in the State of Washington, hereinafter called "CONTRACTOR".

The parties entered into a Service Agreement dated February 11, 2008 (the "AGREEMENT") to provide janitorial services as more fully defined in Exhibit A for designated portions of the Benton County Justice Center; Benton County Coroners Office; and Benton County Health District Building in Kennewick, WA.

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

1. CONTRACT DOCUMENTS the existing paragraph shall be amended by adding the following Exhibit:

Exhibit "E" – Contractor's Proposal dated 10/14/08 for additional 12,500 square feet of cleaning of the new District Courtrooms and the Assessors office at the Justice Center; and a base rate of \$20.00 per hour for unexpected janitorial service needs

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

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit C attached to the original agreement and Exhibit E attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is one hundred sixty seven thousand two hundred thirty-seven dollars and twenty cents (\$167,237.20) not including W.S.S.T. Total acceptable overages, incidentals and other unanticipated costs shall be charged at twenty dollars (\$20.00) per man hour plus 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.

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

BENTON COUNTY

VARSIY CONTRACTORS, INC.

Claude Oliver, Chairman

Mark Advington, District Manager

Date: _____

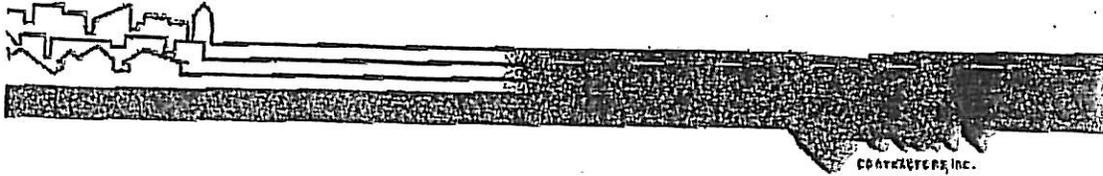
Date: _____

Approved as to Form:

Deputy Prosecuting Attorney

Date: _____

Exhibit E



Oct 14, 2008

Benton County
Loretta Smith Kelty
PO Box 190
Prosser, WA 99350

Dear Loretta:

Thank you for this opportunity to give you a bid for cleaning the new court rooms in the Justice Center in Kennewick. We take our work very seriously and try to keep your building in the best condition possible. Our crew there is very dedicated to giving their best work to keep a healthy environment for your people to work.

The new court rooms will add about 12,500 square feet of cleaning. It will be cleaned with the same specifications as the other court rooms in the building. We will clean them 5 days per week and the cost to do so will be \$1,417.30. We pay prevailing wage to all employees in the facility. We are ready to begin this work as soon as you give us the okay to begin cleaning the rooms.

If you have any questions, please call. My number is 509-540-9401. Thank you for letting us be your cleaning partner at the Benton County Justice Center.

Sincerely,

Mark Addington
District Operations Manager
Varsity Contractors

*Per Mark Addington
10/29/08
the Assessor's office
a total of \$1,500* included
month*

From: "Tammy Davenport" <tdavenport@varsitycontractors.com>
To: <dean.docken@co.benton.wa.us>
Date: 9/18/2008 2:30 PM
Subject: RE: footage

Dean,

The monthly cost to clean the 1,632 square foot office area will be \$.08 per square foot \$130.00 per month. This amount will need to be added to the contract addendum. A \$20.00 per man hour cost for other work. The cost for this work would be billed on an Extra Work billing.

Mark Addington
District Operations Manager
Varsity Contractors

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 11/3/08 Subject: Folding Tables and Chair Carts Purchase Prepared by: dgg Reviewed by: Isk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Benton County Fairgrounds is in need of folding tables and chair carts for use with building rentals.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Office Manager have reviewed the quotes and recommend purchase the folding tables and chair carts from Mity-Lite. Move to award Mity-Lite for the procuring of folding tables and chair carts.

RESOLUTION

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

**IN THE MATTER OF PURCHASING FOLDING TABLES AND CHAIR CARTS FOR
USE WITH BUILDING RENTALS AT THE BENTON COUNTY FAIRGROUNDS**

WHEREAS, the cost of the folding tables and chair carts are greater than \$5,000 and less than \$25,000; and

WHEREAS, procurement of the folding tables and chair carts in the specified price range is addressed in Benton County Resolution 08-132 allowing for procurement to occur after three quotes; and,

WHEREAS, the Fairgrounds Office Manager has solicited a quote for the folding tables and chair carts from Mity-Lite for \$4,697.64 without WSST; from Midas Event Supply with no response; and from Grainger who does not supply the preferred table type; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Office Manager reviewed the quotes for completeness and recommend Benton County award the procuring of the folding tables and chair carts to Mity-Lite; **NOW, THEREFORE**

BE IT RESOLVED, by the board of Benton County Commissioners that the Fairgrounds Office Manager is authorized to proceed with the purchase of the folding tables and chair carts from Mity-Lite in an amount not to exceed \$5,200.00.

Dated this _____ day of _____ 2008. ;

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

CUSTOMER ORDER FORM
THIS IS NOT AN INVOICE



Quote Number: 251849
 Ordering Customer Number: 633552
 Billing Customer Number: 633552
 Customer P.O. Number:
 Page: 1

ORDERED BY	INVOICE TO	SHIP TO
BENTON COUNTY FAIRGROUNDS 1500 S OAK ST BUILDING 20 KENNEWICK, WA 99337 USA Attn: DENISE GERRY	BENTON COUNTY FAIRGROUNDS 1500 S OAK ST BUILDING 20 KENNEWICK, WA 99337 USA Attn: DENISE GERRY	BENTON COUNTY FAIRGROUNDS 1500 S OAK ST BUILDING 20 KENNEWICK, WA 99337 USA Attn: DENISE GERRY

F.O.B.	SHIP VIA	ORDER TYPE
ORIGIN - PREPAID	BEST WAY POSSIBLE	Regular

RECEIVED DATE	SCHEDULED DATE	ORIGINAL DATE	SALES REP	TERMS
10/15/2008	10/15/2008	10/15/2008	Shaun Nirtz	NET 30

QUANTITY	ITEM	UNIT PRICE	TOTAL PRICE
10	MRCART TRI-FUNCTION CHAIR CART; HOLDS CHIAVARI, DURAMAX AND POLYFOLD CHAIRS	\$150.50	\$1,505.00
13	RT3096BEG1 30 IN X 8 FT BEIGE RECTANGULAR TABLE; 29" TALL WITH BROWN TRIM; BROWN WISHBONE LEGS 08	\$218.00	\$2,834.00
1	Shipping and Handling	\$358.64	\$358.64

SALES TAX	\$0.00
ORDER TOTAL (USD)	\$4,697.64

- *A Finance Charge of 2% per month (ANNUAL PERCENTAGE RATE 24%) may be charged on all overdue accounts.
- *Mity-Lite reserves the right to charge a 20% re-stocking fee plus freight charges on returned merchandise.
- *Mity-Lite also reserves the right to refuse the return of merchandise that is custom in nature.
- *All sales subject to current warranty.
- *Customer is responsible for offloading order at delivery time unless otherwise prearranged with the sales representative.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH IRRIGATION SPECIALIST, INC FOR THE CONSTRUCTION AND INSTALLATION OF A NEW PUMP STATION LOCATED AT THE BENTON COUNTY FAIRGROUNDS

WHEREAS, Benton County Facilities solicited quotes in accordance with Resolution 08-133 to award public works contracts in amounts less than \$100,000 from all qualified contractors on the Benton County Small Works Roster; and

WHEREAS, Benton County Facilities received the following quote from Irrigation Specialist, Inc., Pasco, Washington – Contractor’s License No. IRRIGSI981LP in the amount of \$39,534.47 including WSST; and Doyle Electric, Inc., Pasco, WA – Contractors License No. DOYLEE1277CL did not respond, and

WHEREAS, Facilities Manager reviewed the quote from Irrigation Specialist, Inc. and considers the quote responsive; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby awards the work of construction and installation of a new pump station located at the Benton County Fairgrounds to Irrigation Specialist, Inc. in the amount of \$39,534.47, including WSST. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed \$41,000.00 including WSST.

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the contract between Benton County and Irrigation Specialist, Inc. attached hereto.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County,

Attest: _____
Clerk of the board

**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 **IRRIGATION SPECIALISTS, INC.**, a Delaware Corporation admitted to do business in the State of Washington with its principal place of business in Washington at 2410 N. 4th Street, Pasco, WA 99301 (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 these references below:

- A. Exhibit A - Contractor Bid Proposal dated October 10, 2008
- B. Exhibit B - Benton County Prevailing Wage Rates

2. DURATION OF CONTRACT

This contract shall begin once executed by both parties, and 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 to remove, haul off and disposal of all unnecessary material; prepare site for new inlet pipe & screen; pour a 11'x17' concrete pad; provide all necessary electrical at the pump; and provide materials and equipment to install a 10'x16'x6' chain link fence w/ top wire and man gate, all in accordance with the CONTRACTORS proposal dated October 10, 2008.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Dennis Jordan, General Manager
Irrigation Specialists, Inc.
2410 N. 4th Street
Pasco, WA 99301
(509) 547-1761 Phone

(509) 547-9569 Fax

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

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

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is thirty-nine thousand five hundred thirty-four dollars and forty-seven cents (\$39,534.47) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed forty one thousand dollars and zero cents, (\$41,000.00) 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 CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, and annually provide evidence thereof within 10 days of the signing of this contract:

- 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. Employer's Liability: CONTRACTOR shall procure and maintain employer's liability stop-gap insurance coverage covering bodily injury or disease to employees up to \$1 million.
- c. 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.

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

e. Other Insurance Provisions:

- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the 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:

Benton County Risk Management
7122 W Okanogan Place, Bldg A
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.

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

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Fairgrounds; Irrigation Specialists

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 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

IRRIGATION SPECIALISTS, INC.

Claude Oliver, Chairman
Benton County Commissioner

Dennis Jordan, General Manager

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney

SALES ESTIMATE

IRRIGATION SPECIALISTS, INC.
 2410 NORTH 4TH STREET
 PASCO, WASHINGTON 99301
 509-547-1761 OR 800-959-1535

Exhibit A

PREPARED FOR: BENTON COUNTY FACILITIES
 FAIR GROUNDS PUMP STATION
 REVISED THIS DATE
 DATE: 10-Oct-2008 LOCATION: OAK STREET

QUANTITY	DESCRIPTION	PART NUM#	UNIT PRICE	TOTAL PRICE
PUMP STATION				
1	REMOVE ALL UNNECESSARY MATERIAL, HAUL OFF & DISPOSE, PREPARE SITE FOR NEW INLET PIPE & SCREEN, FENCING, & CONCRETE PAD. - ESTIMATE		\$2,000.00	\$2,000.00
1	25HP GOULD C.C. TURBINE PUMP, 500GPM@ 160TDH, 5 STAGE - 6X10RJLC, BASKET STRAINER, OIL LUBE.		\$12,909.33	\$12,909.33
1	CONCRETE PAD - 11' X 17'		\$1,000.00	\$1,000.00
1	12"X36" INLET BOX W/ SELF CLEANING SCREEN		\$3,003.33	\$3,003.33
1	LABOR TO INSTALL - ESTIMATE		\$700.00	\$700.00
	PUMP TIE IN - DISCHARGE			
5	6" FLANGE - IPS - 8,3/4	FUN06	\$18.36	\$91.80
3	6" FLANGE RING GASKET	RG6	\$2.40	\$7.20
1	3/4" X 1 1/2" BOLTS	BOLT341.5	\$0.87	\$0.87
20	FT. 6" X 1/4 WALL STEEL PIPE	BS6-14	\$17.50	\$350.00
2	6" 90' SWEEP ELL - SCH40	WL6	\$44.42	\$88.84
1	6" 45' SWEEP ELL - SCH40	WL6	\$40.00	\$40.00
1	6" REPAIR COUPLER X 10"	1594-14	\$34.60	\$34.60
1	6" IPS FLANGE PACK	1647-04	\$40.54	\$40.54
1	1" COUPLING - BLK - DRAIN	B430-010	\$1.82	\$1.82
1	1" X 3" NIPPLE - GAL. - DRAIN	G884-030	\$1.00	\$1.00
1	1" BRASS GATE VALVE - DRAIN	GV1	\$7.08	\$7.08
1	3" PRESSURE RELIEF VALVE	SRVM3	\$111.96	\$111.96
1	3" COUPLER - BLACK	B430-030	\$15.33	\$15.33
1	6" - 1/2 PIPE SHIELD		\$24.00	\$24.00
1	2" CONTINUOUS AIR VENT, PLASTIC	CACV200P	\$93.72	\$93.72
1	2" COUPLER - BLK.	B430-020	\$4.89	\$4.89
1	1" COUPLER - BLK.	B430-010	\$2.28	\$2.28
1	1" PLUG - GAL.	G450-010	\$0.73	\$0.73
1	1/4" COUP - BLK.	B430-002	\$0.35	\$0.35
1	1/4" X CLOSE NIPPLE - GAL.	G880-002	\$0.43	\$0.43
1	1/4" BALL VALVE	BV.25	\$6.55	\$6.55
1	LIQUID FILLED GAUGE	GG160	\$16.95	\$16.95
1	3/4" COUPLING - BLK.	B430-007	\$0.61	\$0.61
1	3/4" HOSE BIB	HB.75	\$3.30	\$3.30
1	6" G.O. BUTTERFLY VALVE - GRAY	F084-060-10	\$228.00	\$228.00
8	3/4" X 4 1/2" BOLTS	BOLT344.5	\$0.96	\$7.68
24	3/4" NUTS	NUT34	\$0.26	\$6.24
1	6" CMEMIGATION CHECK VALVE	1778-61	\$360.33	\$360.33

SALES ESTIMATE

QUANTITY	DESCRIPTION	PART NUM#	UNIT PRICE	TOTAL PRICE
16	3/4" X 2 1/2" BOLTS	BOLT342.5	\$0.87	\$13.92
84	DIAMETER INCHES WELDING		\$18.00	\$1,512.00
ELECTRICAL AT PUMP				
1	25HP, SIZE 3, 240 VOLT PUMP PANEL		\$1,190.91	\$1,190.91
1	NEW SERVICE W/ WEATHERHEAD & METERBASE		\$800.00	\$800.00
1	25 HP WIRING - ESTIMATE		\$1,625.00	\$1,625.00
1	4 FT. PUMP PANEL & METERBASE STAND		\$350.00	\$350.00
1	LOW PRESSURE SWITCH - INSTALLED - PUMP		\$290.00	\$290.00
1	ELECTRICAL PERMIT - SERVICE		\$155.00	\$155.00
1	ELECTRICAL PERMIT - PUMP		\$80.00	\$80.00
1	10' X 16' X 6' CHAIN LINK FENCE W/TOP WIRE & MAN GATE		\$2,542.00	\$2,542.00
1	SDI ELECTRONIC FLOW METER		\$886.00	\$886.00
1	ADD FOR BOND		\$200.00	\$200.00
1	ADD FOR PREVAILING WAGE		\$4,200.00	\$4,200.00
1	ADD FOR RETAINAGE		\$1,500.00	\$1,500.00
SUBTOTAL				\$36,504.59
SALES TAX				\$3,029.88
TOTAL				\$39,534.47

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

VENDOR #: 468770

FUND: HUMAN SERVICES #0108-101

IRS PUB 1542

NAME: Carrie Hue-Pasaut

MONTH: Sept. 2008

Under www.IRS.GOV/Search for 1542

ADDRESS:

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

DATE	MEALS			TOTALS	RECEIPTS REQUIRED				TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED	
	BREAKFAST	LUNCH	DINNER		TRANSPORT (AIR/TAI)	CAR RENTAL/ PARKING	REGISTRATION FEES/OTHER	PURPOSE		LOCATION	
9/3								21	Franklin Co. Commissioners	Pasaut	
9/4								4	GORT Board Mtg.	Kenn.	
9/10								20	Cont. of Care Mtg.	Pasaut	
9/17				12.00				103	AHS Mtg.	Ellensburg	
9/17				12.00				38	AHS Mtg.	Yakima	
9/18				12.00				76	AHS Mtg.	Ellensburg	
9/19				12.00				103	AHS Mtg.	Kenn.	
SUBTOTALS:				\$ 36.00							
Miles:				365							
Lodging:											
Transport:											
Rental:											
Other:											
TOTAL REIMBURSEMENT REQUEST:				\$ 249.52							

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

Signature of Employee: Carrie Hue-Pasaut

Job Title: Human Services Director

Approval: _____ Date: _____

CERTIFICATION

Meals: \$ 36.00
Lodging: \$
Transport: \$
Rental: \$
Other: \$

Miles: 365 @ .565/mile (effective 7/1/08)
TOTAL REIMBURSEMENT REQUEST: \$ 249.52

BUDGET CODING

DEPT	BASE	SUB	OBJECT	AMOUNT
560	560.118	4301		249.52

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE AGREEMENT WITH KEITH HILDE, ATTORNEY AT LAW FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH POST DISPOSITION FELONY MATTERS IN BENTON COUNTY SUPERIOR COURT

WHEREAS, the Board of County Commissioners and Keith Hilde, Attorney at Law, both desire to enter into an agreement effective on October 01, 2008 for legal representation of indigent individuals charged with post disposition felony matters in Superior Court;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Service Agreement for Legal Representation of Indigent Individuals Charged with post disposition felony matters in Superior Court with Keith Hilde, Attorney at Law for the period October 01, 2008 through December 31, 2009.

Dated this day of, 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: File
Cc: Rosie Sparks; Keith Hilde; Pat Austin; Rosemary Ozuna

Judy Paxton

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

THIS AGREEMENT is entered into by and between **KEITH HILDE**, attorney at law, Washington State Bar Association No. 30369 ("Attorney") and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of October 1, 2008, and shall continue thereafter through and including the 31st of December, 2009, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1776 Fowler Street, Suite 21, Richland, WA 99352. Attorney's current local office telephone and fax numbers are (509) 736-9959 and (509) 783-5539, respectively; and Attorney's current office/work e-mail address is hildelaw@dwwireless.net.

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

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

under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

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

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

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 18 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

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

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

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees,

contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

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

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

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

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton

County Superior Court, the Superior Court Administrator and the IDC to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

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

- Any post-disposition felony matter relating to an underlying case filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County Superior Court and specifically those cases to be heard on the Benton County Superior Court Felony Legal Financial Obligations Docket ("LFO Docket").
- Any case or matter returned to the Benton County Superior Court from any higher court specifically relating to a defendant's legal financial obligations.

6. **POST-TERMINATION REPRESENTATION.** Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. Provided that, however, unless the parties subsequently agree otherwise in writing, Attorney's duty in that regard shall terminate upon the date this Agreement terminates, and Attorney shall have no obligation to continue post-termination representation beyond that date.

7. **LFO DOCKET APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent all persons participating in the LFO Docket financial program solely with regard to matters relating to their participation and disposition through the LFO Docket: Attorney shall not represent LFO Docket participants in any underlying criminal or other matters without specific approval from, or at the direction of, the LFO Docket Judge.

8. **CASE EQUIVALENTS.** Throughout the term of this Agreement, Attorney shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor Attorney's appointments hereunder. For purposes of calculating Attorney's appointments under this Agreement, each appointment shall be deemed and counted as being a one-third (1/3) "case equivalent."

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney on the LFO Docket under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Benton County Superior Court

LFO Docket Judge of such possibility for purposes of the Superior Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

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

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, and the preparation for and appearance on behalf of the client during LFO Docket proceedings including, without limitation, motions, disposition proceedings, contempt proceedings and appeals when warranted and necessary (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable).

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

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person

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

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

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

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

12. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder, Attorney's monthly compensation hereunder shall be **\$300.00 per month** for the month of October 2008 and **\$600 per month** for every month thereafter (proratable for any partial month), payable on the last business day of the month.

b. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective July 31, 2009, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2009, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would

not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount).

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement.

13. **LFO DOCKET FUNDING.** Notwithstanding anything contained herein to the contrary (including, without limitation, the terms and provisions in paragraph 18 below), in the event that funding for the LFO Docket program is either terminated or otherwise becomes no longer available, the County shall have the right to terminate this Agreement upon thirty (30) days written notice to Attorney.

14. **COSTS AND EXPENSES.**

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

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

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

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

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

16. **INSURANCE.**

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

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

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 16.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

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

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

(ii) The insurance policies required by this paragraph 16.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 16.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability insurance coverage required by this paragraph 16.b until January 1, 2009, at which time such coverage or such other coverage as may be agreed must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and

throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 16, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

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

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

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

18. **TERMINATION.**

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

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall be obligated to provide professional services throughout the full ninety (90) day notice period.

d. In any event, consistent with the provisions of paragraph 12.b. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination.

e. If the County decides in its discretion to provide indigent defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment

positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

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

20. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 20.a. and 20.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

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

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

and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 16 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

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

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

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

23. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any court other than Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on

a case-by-case basis and would be strictly subject to Attorney obtaining the IDC's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the IDC's sole and absolute discretion. Any judicial services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

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

25. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

30. **DISPUTE RESOLUTION.**

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

mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

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

31. **NOTICES.**

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

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

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

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

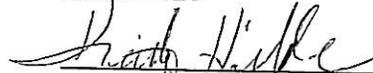
Date: _____

Date: 10-28-08

BENTON COUNTY

ATTORNEY

Chairman


Keith Hilde

Commissioner

Approved as to Content:

Commissioner


Rafael A. Gonzales
Indigent Defense Coordinator

Approved as to Form:


Timothy G. Klashke
Attorney at Law

j

AGENDA SUMMARY SHEET

MEETING DATE: November 3, 2008 AGENDA ITEM: Claims CC08-15, James Crowe

SUBJECT:

- Consent Agenda Public Hearing Discussion
- 1st Discussion 2nd Discussion Other

TYPE OF ACTION NEEDED:

- Execute Contract Pass Resolution Pass Ordinance
- Pass Motion Other

BACKGROUND INFORMATION:

The Risk Manager and Civil Prosecutor recommend denial of claim CC08-15, James Crowe.

SUMMARY:

See above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIMS CC08-15, JAMES CROWE, CLAIMANT:

WHEREAS, the Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed claim CC08-15, James Crowe, Claimant; and

WHEREAS, the Board of Benton County Commissioners has reviewed the recommendation of the Benton County Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners further approves the denial of claim CC08-15, James Crowe, Claimant.

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

K

AGENDA SUMMARY SHEET

MEETING DATE: November 3, 2008 AGENDA ITEM: Bi-County Non-Bargaining
Contribution to Employee Benefits 2009

SUBJECT:

- Consent Agenda Public Hearing Discussion
 1st Discussion 2nd Discussion Other

TYPE OF ACTION NEEDED:

- Execute Contract Pass Resolution Pass Ordinance
 Pass Motion Other

BACKGROUND INFORMATION:

Recommend increasing the Bi-County Non-Bargaining Contribution to Employee Benefits from \$696.00 to \$721.00 per month effective January 1, 2009.

SUMMARY:

See above.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF PROVIDING A NON-BARGAINING CONTRIBUTION TO EMPLOYEE BENEFITS FOR THE YEAR 2009 FOR NON-BARGAINING EMPLOYEES IN HUMAN SERVICES, JUVENILE JUSTICE AND SUPERIOR COURT ENGAGED IN JOINT COUNTY OPERATIONS

WHEREAS, the Board of Benton County Commissioners and the Board of Franklin County Commissioners have determined that the non-bargaining contribution to employee benefits will be adjusted for calendar year 2009 for non-bargaining employees in Human Services, Juvenile Justice, and Superior Court; and

BE IT RESOLVED, that the Board of Benton County Commissioners and Franklin County Commissioners have determined that the Counties monthly contribution for regular non-bargaining employees in Human Services, Juvenile Justice, and Superior Court eligible for benefits will increase from \$696.00 per month to \$721.00 per month effective January 1, 2009; and

BE IT FURTHER RESOLVED that it is mandatory that benefited eligible employees be enrolled in Benton County's Medical, Dental, Vision, and Life (\$24,000) plans, to receive the monthly County contribution; and

BE IT FURTHER RESOLVED that any unused portion of the Counties contribution available above the mandated Benton County's medical, dental, vision and life plan premiums may be applied, at the employee's option, to purchase 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 and the Board of Franklin 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 Counties "at will" employer status.

Dated this day of, 20.....

Dated this day of, 20.....

Chairman of the Board

Chairman of the Board

Chairman Pro Tem

Chairman Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals (5): Benton County, Franklin County, Human Services, Juvenile, Superior Court
Copies (4): Benton County Payroll, Benton County Personnel, Franklin County Payroll, Franklin County Personnel

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: November 3, 2008 Subject: Establishing Cash Drawer Prepared By: Keith Mercer Reviewed By: Loretta	Execute Contract Pass Resolution <u>xxxx</u> Pass Ordinance Pass Motion Other	 Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

In May 2008, the Sheriff's Office implemented a collection policy to try and collect debt from inmate accounts. Part of the policy is to give a statement (of what is owed to Benton County) when the inmate is released. The other part of the policy is to do a mass mailing (of these statements) to any inmate that owes Benton County money. The Jail Records Division has seen a noticeable increase in people coming into the lobby to pay off their debt. However, the clerks do not have the ability to make change at the counter, which makes it difficult because most people don't bring exact change to pay off their debt. In the instance that the person doesn't have exact change, the clerk puts the money on his/her account and then a check is cut. The check will either be handed to the person (if the person wants to wait) or mailed to the person. It is being recommended by the Sheriff's Office to obtain a cash drawer in order to accommodate people who do not bring in exact change and reduce the amount of checks written.

RECOMMENDATION

Authorize a \$200 cash drawer for the Kennewick Sheriff's Jail Record Division.

FISCAL IMPACT

- 0 -

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A CASH DRAWER FOR THE SHERIFF'S OFFICE JAIL RECORDS DIVISION (DEPARTMENT 120)

WHEREAS, the Jail Records Division has seen an increase in people wanting to pay off their debt to Benton County due to inmates receiving statements of what they owe to the jail upon being release; and

WHEREAS, the Jail Records Division can only accept exact change, which makes it difficult because the majority of people that come in to pay off their debt do not have exact change; and

WHEREAS, in order to alleviate this difficulty, it is recommended that a cash drawer be established for the Sheriff's Office Jail Records Division (Department 120) located in Kennewick, WA in the amount of \$200; and

WHEREAS, that the Jail Records Sergeant shall be the custodian of said cash drawer, **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, that a cash drawer in the amount of \$200 for the Kennewick Sheriff's Office Jail Records Division (Department 120) is hereby authorized.

Dated this ____ day of _____, 2008.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig Sheriffs Office
cc: Auditor,

Prepared by: K. Mercer

n

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACT EXTENSION AGREEMENT BETWEEN BENTON COUNTY AND DR. W. THOMAS COOPER M.D.

WHEREAS, Benton County and Dr. W. Thomas Cooper M.D. entered into a contract to provide physician services January 1, 2005 through December 31, 2005 per Resolution 05-745; and

WHEREAS, the contract specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended on a year to year basis on mutual written agreement of the parties; and

WHEREAS, the parties previously renewed the agreement for the years 2006, 2007, and 2008; and

WHEREAS, Benton County is satisfied with the services provided by Dr. W. Thomas Cooper M.D. and wish to extend the contract for the calendar year 2009 with a change to Paragraph 16 Billings which will increase the 2009 rate to \$140.00 per hour and increase the maximum allowable per annum to \$75,000 for 2009; **NOW, THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached contract extension agreement and authorized the Chairman of the Board to sign the attached Contract Extension Agreement between Benton County and Dr. W. Thomas Cooper M.D. for providing physician services through December 31, 2009.

Dated this ____ day of _____, 2008.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

Orig: Sheriffs Office
cc: Auditor, R. Ozuna, Dr. Cooper

Prepared by: K. Mercer

CONTRACT EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into by the Benton County and Dr. W. Thomas Cooper M.D.,

WHEREAS, per Resolution 05 745 the parties entered into a Contract for 2005, whereby the contractor would provide physicians services in 2005 for the Benton County Sheriff's Office in Kennewick, Washington operated by the County; and

WHEREAS, the contract specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended on a year to year basis on mutual written agreement of the parties; and

WHEREAS, the parties previously renewed the agreement for the years 2006, 2007, and 2008; and

WHEREAS, the parties wish to extend the contract terms and conditions for an additional one year period with a change to the Billing which will increase the rate to \$140.00 hour and increase the maximum allowable per annum to \$75,000 for 2009; and

NOW, THEREFORE, in consideration of the payments, provisions, and agreements set forth in the Contract Documents, the parties agree as follows:

1. Paragraph 2 of the Agreement for the Provision of Physician Services shall be replaced with the following:

CONTRACT PERIOD: Contract shall terminate on the 31st day of December 2009. Upon agreement of both parties this contract may be continued on a year to year basis subject to agreement between the County and Contractor on any cost adjustments.

If either party seeks a rate adjustment, such adjustment request must be submitted in writing to the other party no later than October 31st of the current Contract year.

If an agreement as to the rate adjustment cannot be reached by November 30th of the current Contract year, the Contract shall terminate on the 31st day of December of the current Contract year.

2. The following shall be added to Paragraph 16 of the Agreement for the Provision of Physician Services:

2009 BILLINGS: Billings for services shall be submitted to the Benton County Sheriff's Office on a monthly basis. The bill shall detail the numbers of hours worked, number of calls received and number of on-call visits made. Payments for the year 2009 will be based on a rate of \$140.00 per hour and an additional \$10.00 per telephone call received while on-call. Total amount paid to Contractor during calendar year 2009 shall be no more than \$75,000.00.

This Contract Extension Agreement, the Contract, Contract Agreement Amendment and Contract Documents consisting of the Invitation to bid, Conditions and Instructions, Specifications, and Bid Proposal, including all the provisions thereof, constitute an entire and integrated agreement between the parties. All other terms and conditions shall remain in same.

IN WITNESS WHEREOF the parties have signed this Agreement this _____ day of _____, 2008

By: W. Thomas Cooper, M.D. Larry D. Taylor
Dr. W. Thomas Cooper M.D. Larry D. Taylor – Sheriff

Eric Hsu Approved to form _____ Chairman

Member

Attest: _____ Clerk of the Board

Member

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

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: November 3, 2008 Subject: Purchase 60 Quart Mixer Prepared By: Keith Mercer Reviewed By:	Execute Contract Pass Resolution xxx Pass Ordinance Pass Motion Other	Consent Agenda ___X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

In the Capital Facilities Plan 2008-2012 the Commissioners approved \$50,000 for kitchen equipment upgrades. One piece of equipment the kitchen needs is a 60-quart mixer. Facilities sent out Request for Proposals for a Hobart HL600C-2STD-Food Mixer with the following accessories (SS Bowl, 1" Heavy Duty Whip, Bowl Truck & Truck Adaptor, Vegetable Slicer, Grater Plate, Shredder Plate 1/2" & 3/16", Slicing Knife Disk, and Dough Hook & Paddle). Here are the quotes facilities received.

- Smith & Greene Co, Spokane, WA (\$20,722.56 including WSST)
- Bargreen-Ellingson, Pasco, WA (\$21,123.22 including WSST)
- Cook's Direct, Lisle, IL (\$18,015.81 not including WSST)
- Coffey Refrigeration (\$20,756.60 not including WSST)

The Facilities Manager has reviewed the quotes for completeness and recommends purchasing the Mixer from Cook's Direct.

FISCAL IMPACT

\$18,015.81
\$ 1,495.31 tax 8.3%
 \$19,511.12 total to be paid out of Jail Depreciation Fund

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING A 60 QUART MIXER FOR THE KITCHEN
LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes contracts for the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Facilities solicited the following companies to provide a quote for a Hobart HL600C-2STD-Food Mixer with the following accessories (SS Bowl, 1" Heavy Duty Whip, Bowl Truck & Truck Adaptor, Vegetable Slicer, Grater Plate, Shredder Plate 1/2" & 3/16", Slicing Knife Disk, and Dough Hook & Paddle); and

Smith & Greene Co, Spokane, WA (\$20,722.56 including WSST)
Bargreen-Ellingson, Pasco, WA (\$21,123.22 including WSST)
Cook's Direct, Lisle, IL (\$18,015.81 not including WSST)
Coffey Refrigeration (\$20,756.60 not including WSST).

WHEREAS, Cook's Direct is the lowest bidder; and

WHEREAS, the Benton County Facilities Manager has reviewed the quotes for completeness and recommends purchasing the Hobart HL600C-2STD-Food Mixer with accessories from Cook's Direct, Lisle, IL; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby authorizes the Sheriff's Office to proceed with the purchase of the Hobart HL600C-2STD-Food Mixer with accessories from Cook's Direct, Lisle, IL in the amount of \$18,015.81 not including WSST.

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: Sheriff's Office
cc: Auditor, Al Thompson, R. Ozuna, Cook's

Prepared by: K Mercer



CooksDirect.com

SALES QUOTE

2200 Ogden Ave., Ste. 500
Lisle, IL 60532
Phone: (800)956-5571
Fax: (800)956-6822
www.cooksdirect.com

Sell
To: Benton County/Kennewick
Steve Frankowiak
7122 W Okanogan Pl
Kennewick, WA 99336
Phone: (509) 735-6555
Fax: (509) 783-5852

Ship
To: Benton County/Kennewick
Attn: Lt. Kathy Daniel
7122 West Okanogan Place.
Bldg B.
Kennewick, WA 99336

Requested By: Steve Frankowiak

Customer ID	Ship Via	Quote No.	Terms	Quote Date	Quote Expires	Salesperson
99336-1	best method	SR66641	Net 30	10/23/08	11/22/08	TSANER

Quantity	Item No.	Description	Unit	Unit Price	Total Price
----------	----------	-------------	------	------------	-------------

1	999999	Hobart HL600C-1STD Legacy Correctional Planetary Mixer, 2.7 HP, 60-quart capacity, four fixed speeds plus stir speed, gear transmission, 50 min. SmartTimer, power bowl lift, s/s bowl, "B" beater, "D" wire whip, "ED" dough hook, s/s bowl guard, 200-240/50/60/3/1	Each	16,188.67	16,188.67
1	EDDOUGH-HL60	Dough hook, ED, for 60 qt by Hobart	Each	245.55	245.55
1	IWIRE-HL60	"I" wire whip, heavy duty, stainless steel, by Hobart	Each	495.55	495.55
1	TRUCK-HL60	Bowl truck for Legacy 60 qt (bowl truck adapter N/A for HL600C)	Each	404.44	404.44
1	AFVS12	Slicing set, complete includes housing, door,	Each	529.90	529.90
Transferred to page 2.....					17,864.11

Prepared By: Tim Saner, x122
tsaner@CooksDirect.com



CooksDirect.com

SALES QUOTE

2200 Ogden Ave., Ste. 500
Lisle, IL 60532
Phone: (800)956-5571
Fax: (800)956-6822
www.cooksdirect.com

Sell
To: Benton County/Kennewick
Steve Frankowiak
7122 W Okanogan Pl
Kennewick, WA 99336
Phone: (509) 735-6555
Fax: (509) 783-5852

Ship
To: Benton County/Kennewick
Attn: Lt. Kathy Daniel
7122 West Okanogan Place.
Bldg B.
Kennewick, WA 99336

Requested By: Steve Frankowiak

Customer ID	Ship Via	Quote No.	Terms	Quote Date	Quote Expires	Salesperson
99336-1	best method	SR66641	Net 30	10/23/08	11/22/08	TSANER

Quantity	Item No.	Description	Unit	Unit Price	Total Price
		Transferred from page 1.....			17,864.11

		pusher plate and knife			
1	AFVS12DH	Holder, shredding disk	Each	99.90	99.90
1	AFVS12D3	Shredder disk, 3/16"	Each	25.90	25.90
1	AFVS12D2	Shredder disk, 1/2"	Each	25.90	25.90
1		S & H - paid by Cooks			

PER HOBART FACTORY, HL600C DOES

HAVE THE #12 HUB STANDARD.

Prepared By: Tim Saner, x122
tsaner@CooksDirect.com

Subtotal:	18,015.81
Invoice Discount:	0.00
Tax:	0.00
Total:	18,015.81

ALFA POWER ATTACHMENTS

VEGETABLE SLICER ATTACHMENTS

FOR HOBART

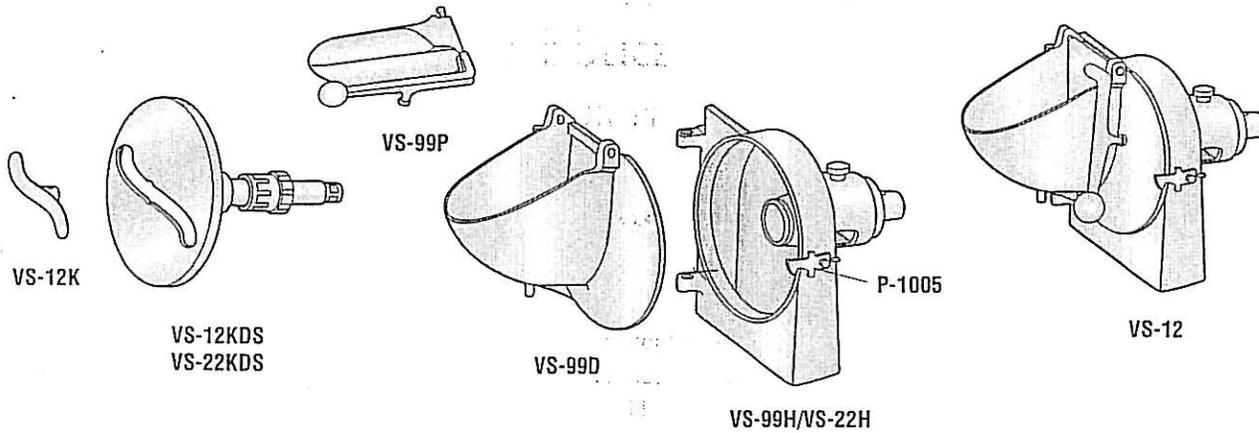
#12 and #22 Power Hubs for Mixers, Grinders, Food Cutters and Power Drives

ALFA
EXCLUSIVE

NSF

NOW AVAILABLE
IN #22 HUB SIZE!

Precision machined polished cast aluminum housing. The stainless steel, one piece "S" knife is ground for sharp, clean cuts. The adjustable slicer plate allows for thickness control and opens for easy cleaning. The Hopper door has a safety latch. Unit is easily disassembled for cleaning, lubricating and adjusting. Can be used with Hobart and other mixers, meat choppers and vegetable slicers/shredders with #12 or #22 power hubs. NSF listed.



WORK SAFE - ALWAYS USE A PUSHER WITH THESE UNITS

ALFA #	HOBART #	DESCRIPTION	WEIGHT
VS-12	VS9	#12 Complete Vegetable Slicer Attachment (9/16" Square Hub)	23 lbs.
VS-22	VS9-22	#22 Complete Vegetable Slicer Attachment (3/4" Square Hub)	23 lbs.
VS-12KDS	ML-16223-Z	#12 Knife Disc Assembly Complete with Adjusting Knob and Knife	6 lbs.
VS-22KDS	294938-4	#22 Knife Disc Assembly Complete with Adjusting Knob and Knife	6 lbs.
VS-99H	83486-1	#12 Back Housing with Brass Bushing and Safety Latch	9 lbs.
VS-22H	24634-1	#22 Back Housing with Brass Bushing and Safety Latch	9 lbs.
VS-99P	69316	Pusher/Feeder Plate. Will not fit Hobart Hopper Door	2 lbs.
VS-99D	295669	Door/Hopper. Hobart Pusher Plate will not fit	4 lbs.
VS-12K	79725	Stainless Steel "S" Knife only (Single beveled edge)	1 lb.
P-1005	N/A	Door Latch for VS-99H/VS-22H (With adjusting Set Screw)	0.1 lb.

SERVICE TIPS: Power Attachments should *NEVER* be operated at the highest mixer speed.
Clean in a mild soap and water solution and towel dry. **DO NOT USE A DISHWASHER** or any strong detergents.
ALWAYS LUBRICATE with a food grade lubricant prior to storage and between uses.

The above parts are sold by Alfa International as replacement parts for Hobart Mixers. Alfa is not affiliated with Hobart.

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AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: November 3, 2008 Subject: Purchase Steamer Prepared By: Keith Mercer Reviewed By:	Execute Contract Pass Resolution xxx Pass Ordinance Pass Motion Other	Consent Agenda <u> </u> X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

In the Capital Facilities Plan 2008-2012 the Commissioners approved \$50,000 for kitchen equipment upgrades. One piece of equipment the kitchen needs is a steamer. Facilities sent out Request for Proposals for a Vulcan VS3616G Steamer. Here are the quotes facilities received.

- Smith & Greene Co, Spokane, WA (\$22,902.59 including WSST)
- Bargreen-Ellingson, Pasco, WA (\$23,077.64 including WSST)
- Cook's Direct, Lisle, IL (\$20,789.55 not including WSST)
- Coffey Refrigeration (\$22,804.50 not including WSST)

The Facilities Manager has reviewed the quotes for completeness and recommends purchasing the Steamer from Cook's Direct.

FISCAL IMPACT

\$20,789.55
\$ 1,725.53 tax 8.3%
 \$22,515.08 total to be paid out of Jail Depreciation Fund

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING A STEAMER FOR THE KITCHEN LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes contracts for the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Facilities solicited the following companies to provide a quote for a Vulcan VS3616G Steamer; and

Smith & Greene Co, Spokane, WA (\$22,902.59 including WSST)
Bargreen-Ellingson, Pasco, WA (\$23,077.64 including WSST)
Cook's Direct, Lisle, IL (\$20,789.55 not including WSST)
Coffey Refrigeration (\$22,804.50 not including WSST).

WHEREAS, Cook's Direct is the lowest bidder; and

WHEREAS, the Benton County Facilities Manager has reviewed the quotes for completeness and recommends purchasing the Vulcan VS3616G Steamer from Cook's, Lisle, IL; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby authorizes the Sheriff's Office to proceed with the purchase of the Vulcan VS3616G Steamer from Cook's Direct, Lisle, IL in the amount of \$20,789.55 not including WSST.

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: Sheriff's Office
cc: Auditor, Al Thompson, R. Ozuna, Cook's

Prepared by: K Mercer



CooksDirect.com

SALES QUOTE

2200 Ogden Ave., Ste. 500
Lisle, IL 60532
Phone: (800)956-5571
Fax: (800)956-6822
www.cooksdirect.com

Sell
To: Benton County/Kennewick
Steve Frankowiak
7122 W Okanogan Pl
Kennewick, WA 99336
Phone: (509) 735-6555
Fax: (509) 783-5852

Ship
To: Benton County/Kennewick
Attn: Lt. Kathy Daniel
7122 West Okanogan Place.
Bldg B.
Kennewick, WA 99336

Requested By: Steve Frankowiak

Customer ID	Ship Via	Quote No.	Terms	Quote Date	Quote Expires	Salesperson
99336-1	best method	SR66642	Net 30	10/23/08	11/22/08	TSANER

Quantity	Item No.	Description	Unit	Unit Price	Total Price
1	999999	Vulcan VH3616G Convection Steamer, two compartments, 36" base, (8) 12"x20"x2-1/2" pans/compartment, controls with 60 min. timer, s/s compartment interior, s/s frame & exterior, delimiting port, auto. blowdown, 6" legs, 15 PSI kettle connection, electric ign. 270,000BTU NATURAL GAS / 120v/60/1, 300w, std.	Each	18,394.00	18,394.00
1	999999	Steamer Security Package, includes: security fasteners & tackwelds, controls protected by lockable cover, lockable cabinet base door, perforated flue cover, flanged feet (gas and electric) (VHX-PPS)	Each	1,798.90	1,798.90
1	SPS620V SYSTEM	Water filter, scale blocker, field installed at destination	Each	596.65	596.65
1		S & H - Free			

Prepared By: Tim Saner, x122
tsaner@CooksDirect.com

Subtotal:	20,789.55
Invoice Discount:	0.00
Tax:	0.00
Total:	20,789.55

9.

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:			
MEETING DATE: <u>11/03/08</u>	Type of Action		
SUBJECT: <u>Resolution & Memorandum Of Understanding with State Office of Courts</u>	Execute Contract	<u> </u>	CONSENT AGENDA <u> X </u>
	Pass Resolution	<u> X </u>	PUBLIC HEARING <u> </u>
	Pass Ordinance	<u> </u>	1 ST DISCUSSION <u> </u>
	Pass Motion	<u> </u>	2 ND DISCUSSION <u> </u>
Prepared By: <u>Pat Austin</u>	Other	<u> </u>	OTHER <u> </u>
Reviewed By:	Approve for Hearing	<u> </u>	<u> </u>

BACKGROUND INFORMATION

The State Office of Court Administration has prepared a Memorandum of Understanding between the Benton & Franklin County Superior Court and the State Office of Court Administration to provide the Benton & Franklin Counties Superior Court with a Spokane County Superior Court Guardianship Monitoring Program software. The court will in turn evaluate the software as a pilot site and report statistical information to the State Office of Court Administration. The software license is to serve all workstations necessary within the Benton & Franklin Counties Superior Court Administration offices.

Hardware to support the software was authorized under the Trial Court Improvement Account earlier this year.

SUMMARY

RECOMMENDATION

Authorize Pat Austin, Superior Court Administrator to sign the Memorandum of Understanding between the Benton & Franklin Counties Superior Court and the Office of State Court Administration

FISCAL IMPACT

None

MOTION

I move to approve Bi-County Resolution No. _____, in the matter of the authorization to sign, granted by the Boards of Benton County and Franklin County Commissioners, on the Memorandum of Understanding SWL08490, between the Washington Courts – Administrative Office of the Courts (AOC) and Benton and Franklin Counties.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR AUTHORIZATION TO SIGN BE GRANTED BY THE BOARDS OF BENTON COUNTY COMMISSIONERS AND FRANKLIN COUNTY COMMISSIONERS ON THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON COURTS – ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND BENTON AND FRANKLIN COUNTIES.

WHEREAS, Patricia Austin, Superior Court Administrator, believes it is in the best interest of the Superior Court that the Memorandum of Understanding between State of Washington Administrative Office of the Courts and Benton and Franklin Counties Superior Court be approved and that Patricia Austin be granted the authorization to sign as presented for a term commencing upon signature and continuing in effect until February 15, 2011, or until termination as provided within the memorandum of understanding

NOW, THEREFORE, BE IT RESOLVED, that the Boards of Benton County and Franklin County are hereby authorized to sign, on behalf of Benton County and Franklin County.

DATED this _____ day of _____, 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

Claude Oliver, Chairman of the Board

Max Benitz, Member

Leo Bowman, Member

ATTEST:

Clerk of the Board

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

///

///

///

///

DATED this _____ day of _____, 2008.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Robert E. Koch, Chairman of the Board

Neva J. Corkrum, Member

ATTEST:

Rick Miller, Member

Clerk of the Board

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

MEMORANDUM OF UNDERSTANDING – SWL08490
between
The Washington Courts - Administrative Office of the Courts (AOC)
and
Benton/Franklin Counties

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to ensure coordination and communication between Benton/Franklin Counties and AOC concerning AOC's contribution to the cost of the Spokane County Guardian Application (Guardian Application) software program for the use of Benton/Franklin Counties.

AOC will contribute \$2,000 to make the Guardian Application available to the above courts, which covers the cost of a single user license by Benton/Franklin Counties.

The details of AOC's agreement to provide this financial contribution will be set forth by contract between AOC and Spokane County Information Systems Department and by this MOU.

This MOU aims to ensure that the application of the Guardian Application by Benton/Franklin Counties and the support provided by Benton/Franklin Counties for the Guardian Application's deployment in the above courts will:

- (1) Allow those courts to effectively serve and be evaluated as pilot sites for such deployment;
- (2) Facilitate broader and possible eventual statewide utilization of the Guardian Application; and
- (3) Integrate with AOC's system for collecting trial court data on guardianship monitoring.

PERIOD OF MOU

This MOU becomes effective upon signature of both parties, and continues in effect until February 15, 2011, or until termination as provided herein. The period may be modified by mutual written consent of the two parties.

TERMINATION

Except as otherwise provided in this document, either party may terminate this MOU upon ninety (90) days' written notification to the other party. If this MOU is terminated, the terminating party shall be liable only for performance prior to the effective date of termination in accordance with the terms of this MOU.

BENTON/FRANKLIN COUNTIES RESPONSIBILITY

- A. Benton and Franklin County Superior Courts will provide the following information to AOC on an annual basis for the next two years:
- 1) Number of new guardianships established in each county.
 - 2) Total number of volunteer and/or paid staff hours spent visiting incapacitated persons (IPs), reviewing accountings, and/or addressing delinquency matters.
 - 3) Number of volunteers.
 - 4) Age, race and gender of volunteers.
 - 5) Type of guardianship (e.g., adult, minor, person, estate, limited, full)
 - 6) Type of guardian appointed—lay or certified professional guardian
 - 7) Demographics on IPs (e.g., age, race, gender, income, diagnosis).
 - 8) Number of guardianship cases involving pro se individuals.

The reporting period for the first year will run from January 1, 2009 to December 31, 2009 and the report will be due by February 15, 2010. The reporting period for the second year will run from January 1, 2010 to December 31, 2010 and the report will be due by February 15, 2011.

- B. Benton and Franklin County Superior Courts will provide the following information to AOC on a quarterly basis for the next two years:
- 1) The names of any Certified Professional Guardians who are more than two (2) months delinquent in filing any required reports and the relevant case numbers.
 - 2) The names of any Certified Professional Guardians who are removed as guardians from a case and the relevant case number.

AOC RESPONSIBILITY

AOC will enter into a contract with Spokane County ISD to purchase a single user license for the Guardian Program naming Benton/Franklin Counties as the single user.

AOC will request that Spokane County ISD send the Guardian Program directly to Benton/Franklin Counties.

SHARED RESPONSIBILITY

AOC and Benton/Franklin Counties will work together to assess and improve the effectiveness of the guardianship monitoring program, including an assessment of the Guardianship Application software and its flexibility in meeting the needs of the county in order to assess the potential for regional and / or statewide utilization of the Guardian Application.

ALL WRITINGS CONTAINED HEREIN

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

MOU MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Benton/Franklin Program Manager
Chris Ruhl	Patricia J. Austin, Court Administrator
PO Box 41170	7122 W Okanogan Pl, Bldg A
Olympia, WA 98504-1170	Kennewick, WA 99336-2359
360-705-5228	509 736-3071
chris.ruhl@courts.wa.gov	Pat.Austin@co.benton.wa.us

Entered into this _____ Day of September, 2008

Dirk Marler
Director, Judicial Services Division
Administrative Office of the Courts

Patricia Austin
Court Administrator

9:05

AGENDA ITEM: MTG. DATE: November 3, 2008 SUBJECT: Short Plat Vacation - File No. SPV 08-03 - David Rea Memo Date: October 28, 2008 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On August 10, 1995, Short Plat 2208 was recorded, which created 2 lots. The recorded short plat included a 20-foot private road easement within the west 45 feet of Lots 1 and 2. The applicant is requesting that the portion of the access easement located on Lot 1 be vacated and relocated to the North Lot line of Lot 2 and be accessed from Meals Road.

Property owners of the lots within the short plat and owners of property within 300' of the outer perimeter of said short plat have been notified. All concerned agencies such as Health Department, Benton County Engineer, Benton County Fire Marshal and affected utility companies have been notified of this proposal. Attached are the comments from the Health Dept., Public Works Dept. and the Benton County Fire Marshal. The Public Works Department has requested that the application be denied.

The Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 07-05 was published on October 23, 2008 and the public hearing is scheduled for November 3, 2008 at 9:05 a.m.

SUMMARY

Benton County has received an application requesting the vacation of a portion of the 20-foot private road easement located on Lot 1 of Short Plat 2208. The Board of County Commissioners is scheduled to conduct a public hearing on November 3, 2008 at 9:05 a.m.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends that the proposed vacation of the 20-foot private road easement described as follows be denied.

MOTION

The Benton County Planning Department recommends the following motion: That the Board of County Commissioners deny the vacation of the 20 foot private road easement located within the west 45 feet of Lot 1 of Short Plat 2208 based on the comments from the Benton County Public Works Dept. stating that access was restricted to the existing easements due to safety factors.

BENTON COUNTY
GEOGRAPHIC
INFORMATION
SYSTEMS
DEPARTMENT



Benton County does not warrant, guarantee, or accept any liability for accuracy, precision or consistency of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. No warranties, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and of no effect. The information shown herein is a preliminary product of the Benton County Geographic Information System, and is prepared for presentation purposes only.



MARTIN SMITH SHORT PLAT BENTON COUNTY SHORT PLAT NO. 95-

S 88°16'42" E 2665.78 (2665.60)
(BASIS OF BEARINGS)

S 88°16'42" E 333.22 (333.20)

333.22 (333.20)

LOT 2 S.P. 8271
(TULLISI)

TELEPHONE PEDESTAL
AND POWER POLE,
TYPICAL

EDGE OF TIERNEY LANE
A GRAVEL PRIVATE
ROAD EASEMENT

LOT 1 S.P. 8271
(HARTI)

BRAS
NE
OF MH

FD. 1/2
A/C D
C' CI
U. TH

332.96
332.95)

HOWN HERE
2. 827.

FD. A BENT 1/2" REBAR
N90°E 32.93' FROM THE
NW COR LOT 4, SET A
NEW PIN.

S 12°06'41" W 661.84
S 12°06'02" W 661.72

S 88°15'08" E 312.96
S 88°15'08" E 312.96

S 02°07'23" W 661.87

CL 40' WIDE DRAINAGE EASEM'T
(SEE SHORT PLAT NO. 827)

TIERNEY LANE PR SE

CATION

AND WIFE, HEREBY CERTIFY THAT
DESCRIBED HEREON AND THAT THE EASE-
FOR THE PURPOSES INDICATED FOR

Legal Description
LEGAL DESCRIPTION

LOT 4, SHORT PLAT 827, ACCORDING TO THE SURVEY THEREOF RECORDED
AUGUST 24, 1979 UNDER AUDITOR'S FILE NO. 800768, RECORDS OF BENTON
COUNTY, WASHINGTON.

EMENTS

TORY EVIDENCE THAT MARTIN J. SMITH
VED THIS INSTRUMENT AND ACKNOWLEDGE
FOR THE PURPOSES MENTIONED IN THE

Martin J. Smith
8/1/95
BTON RESIDING IN BENTON, ARK. DATE

ALS

LAND DESCRIBED HEREON HAVE BEEN
1-1270-101-0827-004

Martin J. Smith
8/1/95
DATE

PROVED BY AND FOR THE COUNTY OF

8/1/95
DATE

REQUIRING
DENCE OF AN

WILL BE EFFECT-
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THE EXACT LOC-
IS DETERMINED.
ARE HEREBY
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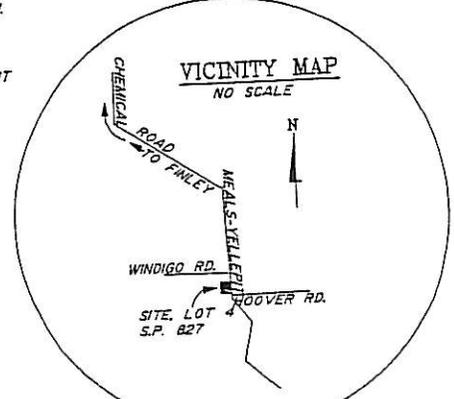
I HOME PLACEMENT
SS EASEMENT HAS
OR STATE ROAD
EQUESTED.
4ND COMEACTON
SS, TO A MIN-
VTS AND 50 FT.
25' BACK FROM

STOOD THAT BENTON
P, MAINTENANCE OR
R DRAINAGE EASEMENTS
RIGHT OF WAY. FD. 1/2" REBAR N32°E 0.50'
AT PLAT MUST BE FROM CALCD SW CORNER
SIVE TYPE EASEMENT LOT 4. SET NEW PIN.
INFORMATION.
TENT HRAITH DEPT
E 332.70)

NEW 10' UTILITY EASEMENT
S 02°06'02" W 330.86

LOT 1
110153.03 S.F.
2.53 ACRES

NEW 20' PRIVATE
ROAD EASEMENT
[242301]



LOT 3 S.P. 8271
(LAWLER)
S 02°06'41" W 661.84
S 02°06'02" W 661.72

NEW 10' UTILITY ESMNT. S 88°14'22" E 312.83

HEDGEROW OF COTTONWOODS, TYP.
Proposed New Driveway
(Not to scale)

20' ACCESS EASEMENT AND PRIVATE
DRIVEWAY FOR LOT 2

NEW 5' IRRIGATION ESMNT.

10' PRIVATE
WATERLINE
EASEMENT

100' SANITARY RESTRICTION

PRIVATE EASEMENT FOR THE
MAINTENANCE AND OPERATION
OF WELL AND WATERLINE TO
BENEFIT LOT 1, PENDING PURCHASE
OF WATER RIGHTS FROM WELL.

LOT 2
110110.40 S.F.
2.53 ACRES
[242302]

NOTE: EASEMENTS PER
S.P. NO. 827 10' UTILITY ESMNT.

10' RESERVED FOR
FUTURE ROAD WIDENING

5' P.U.D. EASEM'T.
A.F. NO. 424149

125.43'

MEALS - YELLEPIT ROAD

S 02°07'23" W 330.83

S 02°07'23" W 661.86

S 02°07'23" W 330.83

S 02°07'23" W
& 200800 W

S 02°07'23" W
661.87

Ross B. Dunfee, P.E.
Public Works Director / County Engineer
Steven W. Becken
Asst. Director/Asst. County Engineer

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Benton County

Department of Public Works

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

October 15, 2008

Mr. R.J Lott, Associate Planner
Benton County Planning & Building Department
P.O. Box 910
Prosser, WA 99350



RE: SHORT PLAT VACATION
SPV 8-03 REA

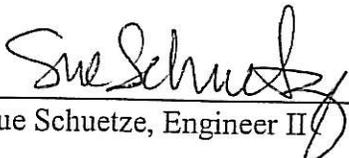
Dear Mr. Lott:

This office has reviewed SPV 8-03 for David Rea. The access or driveway restrictions placed on Lot 1 and Lot 2 of Short Plat 2208 were required during preliminary review as a safety factor. The Public Works Department limits conflict points on all county roads (with driveway approaches) when another route is available.

Because Tierney Lane PR SE is available for Lots 1 and 2 Benton County Public Works is recommending denial of the vacation of the easement.

If you have any questions, please contact me.

Sincerely,


Sue Schuetze, Engineer II



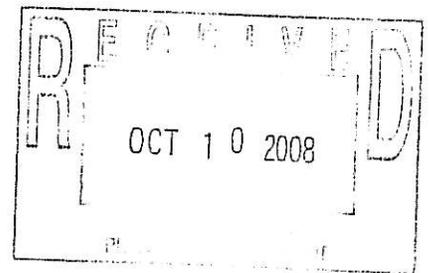
Prevent • Promote • Protect "Always working for a safer and healthier community."

BENTON-FRANKLIN HEALTH DISTRICT

7102 W. Okanogan Place • Kennewick, WA 99336 • Phone: (509) 460-4200

October 9, 2008

R.J. Lott
P.O. Box 910
Prosser, WA 99350



Re: SPV 08-03

Dear Mr. Lott:

This office has no objections to vacate the 20' private road easement on lot 1 provided:

- 1) The proposed road access for lot 2 does not encumber the existing or reserve drainfields.

If you have any questions, please call me at (509)460-4316.

Sincerely,

Ashley Hoffman
Environmental Health Specialist

ENVIRONMENTAL HEALTH

COMMUNITY HEALTH CENTERS

□ 7102 W. Okanogan Place
Kennewick, WA 99336
Phone: (509) 460-4200

□ 412 W. Clark Street
Pasco, WA 99301
Phone: (509) 547-9737

□ 310 7th Street
Prosser, WA 99350
Phone: (509) 786-1633

□ 7102 W. Okanogan Place
Kennewick, WA 99336
Phone: (509) 460-4200

**Benton County Fire Marshal's
Review of Proposed Planning Applications**



TO: R. J. Lott

Short Plat Vacation: 08-03

Date Received 10-7-08 Date Returned 10-10-08

Applicant's Comments: David Rea, 242309 Tierney PR SE, Kennewick, 845-4105, proposes to vacate the easement that extends South from Tierney across parcel 1-1270-101-2208-001 into parcel 1-1270-101-2208-002 where in dead ends into an approved L-shaped turnaround. It is proposed that parcel 1-1270-101-2208-002 will have a new driveway connecting to Meals Rd.

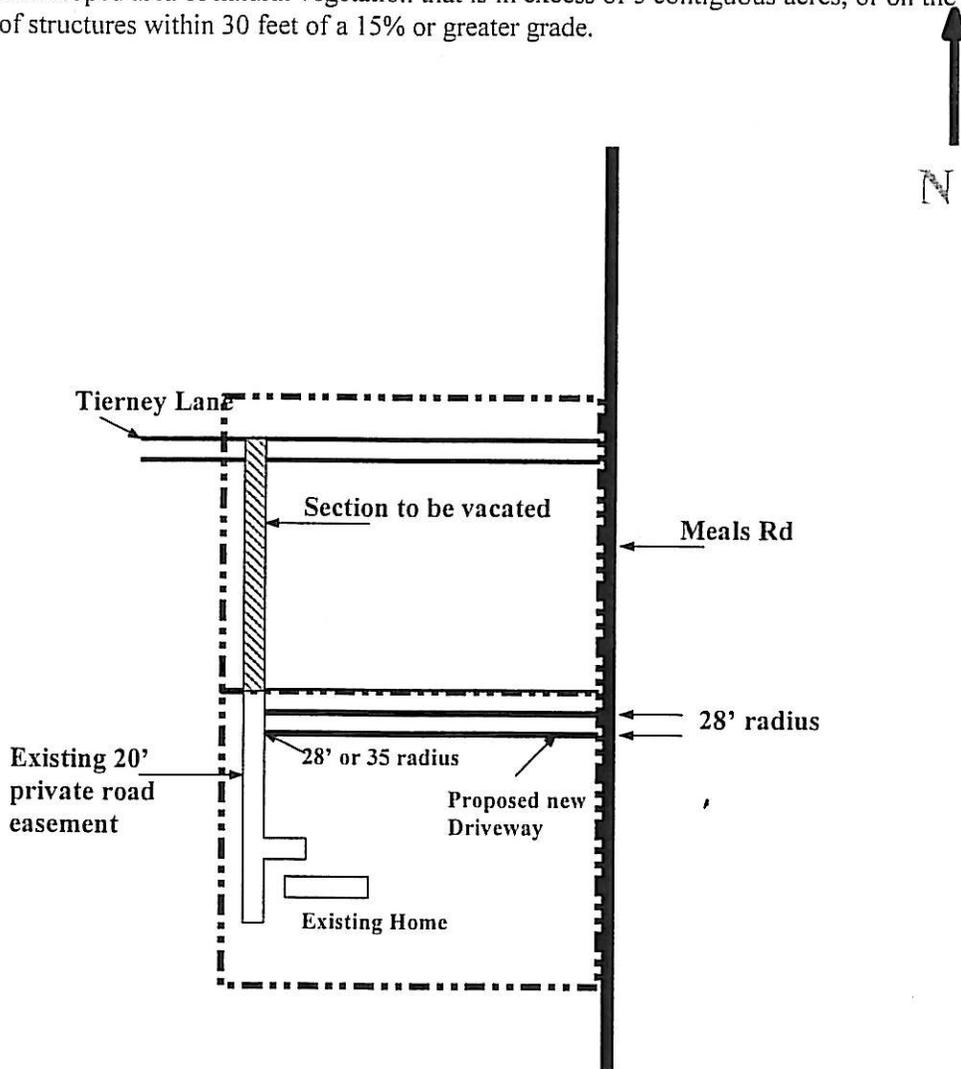
Fire Marshal's Comments:

Both parcels currently have frontage along Meals Rd. parcel 1-1207-101-2208-001 will also have frontage along Tierney. The requested vacation is approved. Lot 1 is vacant and lot 2 has an existing house. When Lot 1 is developed an approved turnaround is required if the private road/driveway is over 200' long (See required item 2).

Required:

1. The proposed new driveway for Lot 2 and the future driveway for lot 1 must meet the below requirements that are applicable.
2. The grade of the access road will need to meet the current standards at the time of construction. Currently the standards are as follows:
 - a. Access roads over 150 long and private driveways over 200 feet long with a grade that is less than or equal to 12% are to be finished with two (2) inches of Base Course Crushed Surfacing. The base course (1½" minus) is to be in accordance with the specifications set forth in Standard Specifications for Road, Bridges and Municipal Construction published by the Washington State Department of Transportation.
 - c. Minimum improved width is 20 feet for private driveways over 200 feet long. Private driveways over 200 feet long shall have a cul-de-sac with a minimum improved turning radius of 45 feet. A private road or driveway may be twelve (12) feet in width surfaced with the materials set forth in subsection (a) above, but only if the private road serves six (6) or fewer dwelling units and turnouts ten (10) feet wide and thirty (30) feet in length are placed every three hundred (300) feet from a public road and are surfaced in the same manner as the remainder of the private road or driveway. Other turnaround designs that incorporate only one back-up motion are acceptable, but must be approved by the Benton County Fire Marshal prior to construction.
 - d. All drainages, creeks, etc shall be traversed by bridges/culverts capable of supporting the imposed weights, and capable to handled a 25-year rainstorm.
 1. At a minimum the design shall support the weight of a 60,000-pound fire truck.
 2. A letter from a Washington State Registered Civil Engineer stating that the design meets the imposed load of 60,000 lbs, that the installation meets the designed loads, and that the culvert is sized to handle a 25-year storm is required.
 3. A sign on each end of the bridge stating in pounds the load limits is required.
3. Home construction in Benton County is to conform to the IBC and must meet the current standards for fire protection of BCC. Currently the applicable standards are as follows.
 - a. Wood roofs are not allowed.
 - b. When determined by the Fire Marshal, non-combustible siding, skirting and soffit material is required on

- the down hill side of structures within 30 feet of a 15% or greater grade.
- c. When determined by the Fire Marshal, all structures within 30 feet of a property line shall have noncombustible siding, soffits, or skirting on the side adjacent to an undeveloped area of natural vegetation that is in excess of 5 contiguous acres.
 - 4. Decks and porches that are 3 feet or less above grade shall have non-combustible skirting if it is within 30 undeveloped area of natural vegetation that is in excess of 5 contiguous acres, or on the down hill side of structures within 30 feet of a 15% or greater grade.



BENTON COUNTY PLANNING DEPARTMENT
SHORT PLAT VACATION APPLICATION
FILE NO. SPY08-03

RECEIVED
SEP 29 2008

1. Name and address of applicant: David Rea 10203 99337
242309 Tierney PRSE, Kennewick WA
Telephone number: Home: 509 845 4105 Work: 509 845 4105
call
2. Legal owners name and address: William + Larinda Lothrop
242325 Tierney LN PRSE, Kennewick WA 99337
Telephone number: Home _____ Work _____
3. Parcel Number or Legal description of the short plat to be vacated :
1 1207 101 2208 001 + 1 1207 101 2208 002
4. Explain the reason for the requested vacation. Relocation of Road Access to Meals
Abandonment of Road Easement (Lot 1) establishing New Driveway
for Lot 2 onto Meals Rd.
5. Describe the existing land uses on the properties to be vacated: 20' Access Easement
And Private Driveway
7. COMMENTS OR PERTINENT INFORMATION: See Attachments

I certify that the information given above is true and complete to the best of my knowledge.

PLEASE SIGN AND THEN PRINT YOUR NAME: Signatures of all persons holding an ownership interest in the real property area is required. (Include Power of attorney when signing for others.)

I certify that the information given above is true and complete to the best of my knowledge.

David Rea David Rea 9/18/08
Applicant's Signature Print Name Date

William Lothrop William Lothrop 9-27-08
Signature of Legal Owner Print Name Date

Parcel # 1 1207 101 2208 002

Larinda Lothrop
Signature of Legal Owner

LARINDA LOTHROP
Print Name

9-27-08
Date

Parcel # 112071012208002

Signature of Legal Owner
Parcel # _____

Print Name

Date

Signature of Legal Owner
Parcel # _____

Print Name

Date

Signature of Legal Owner
Parcel # _____

Print Name

Date

Any information submitted to the Benton County Planning/Building Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

(ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.)

NOTE: THE SHORT PLAT VACATION APPLICATION FEE OF \$100.00 MUST BE SUBMITTED WITH THE APPLICATION. THIS FEE IS NON-REFUNDABLE. PLEASE MAKE THE CHECK PAYABLE TO THE BENTON COUNTY TREASURER. THERE ARE NO GUARANTEES THAT YOUR APPLICATION WILL BE APPROVED. THE RECORDING FEE IS TO BE PAID AT THE TIME OF RECORDING.

7/6/07

13

09/18/20008

To Whom It May Concern:

Regarding the vacation of short plat application question #7.

William and Larinda Lothrop (owners of lot #2) have expressed a desire to have a direct access to Meals – Yellepit Road. They would prefer this access point.

The owner of Lot 1 (David Rea) needs this vacation in order to further improve his property.

We (David Rea & wife Cherri Rea) are planning to adopt 4 children out of the foster care system of the State of Washington. Because we already have 5 children this requires that we add on to the living space of our home by converting the garage into a room to home school the 9 children.

This requires us to build a detached garage to replace the use of the garage converted to living space.

The site location of the home was suggested by the builder. The problem is that the home is situated 25' from the road easement. County regulations do not permit building anything closer to the road easement. This effectively prohibits building a detached garage to the west of the home.

To the south of the home the county requires a 15' offset from the property line if there is a private road easement on the property. Because of this requirement, building a garage to the south of the home is also not possible (it would place the garage in the center of the back yard, and on a grade cut for the foundation of the home.

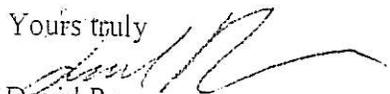
To the east, building is not possible because of the septic tank, system, and mound.

Building to the north is not possible due to restrictive covenants that prohibit building in the front of the home.

Because of this, we would like to remove the road easement through lot 1 and create a new access point to meals next to the property line of lot 1 and 2 on lot 2. (see provided plat maps)

I am asking that the county approve this application in order to allow us (David & Cherri Rea) to continue to develop our property.

Yours truly


David Rea

9:15

AGENDA ITEM MTG.DATE: November 3, 2008 SUBJECT: SUB 07-03 –Rivers Edge Estates Preliminary Plat Memo Date: October 27, 2008 Prepared By: Donna Hutchinson Reviewed By Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Public Meeting X
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BACKGROUND INFORMATION

On October 13, 2008, the Board of County Commissioners conducted a closed record public meeting to consider the preliminary plat of Rivers Edge Estates subdivision. After review of the record and recommendation prepared by the Planning Commission the Board adopted their own Findings of Fact and voted to approve the subdivision with conditions and directed staff to work with Commissioner Bowman to prepare findings to support their decision.

SUMMARY

The Board on October 13, 2008 approved with conditions the preliminary plat of Rivers Edge Estates subdivision. Planning staff along with Commissioner Bowman has prepared the findings and resolution for your signature.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board approve the findings of fact and sign the resolution approving the preliminary plat of Rivers Edge Estates subdivision.

FISCAL IMPACT

None

MOTION

A motion approving the findings of fact and the resolution approving the preliminary plat of Rivers Edge Estates subdivision needs to be made by the Board.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING: REGARDING PRELIMINARY PLAT APPLICATION SUB 07-03 - RIVERS EDGE ESTATES, APPLICANT: WES HODGES

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given on Thursday, April 3, 2008; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (August 1, 2007); publication of Notice of Application Tri-City Herald (August 6, 2007); publication of Legal Notice (April 3, 2008); adjacent landowners (March 28, 2003); and,

WHEREAS, the Planning Commission public hearing held on April 15, 2008; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the open record hearing conducted on April 15, 2008; and,

WHEREAS, the Planning Commission considered the testimony submitted and voted to recommend denial of the Preliminary Plat for Rivers Edge Estates - SUB 07-03; and,

WHEREAS, the Planning Commission entered its written findings, conclusions and recommendations concerning this matter, and forwarded the same to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners did hold a closed record public meeting on June 23, 2008, at 10:05 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA, 99350; and,

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by the Planning Commission and considered oral and written arguments at the closed record public meeting; and,

WHEREAS, the Board of County Commissioners adopted Findings and Conclusion and remanded the proposal back to the Planning Commission to receive additional evidence and to reconsider its recommendation after considering such evidence set forth in the remand order; and,

WHEREAS, the open record pre-decision remand hearing was held by the Planning Commission on August 19, 2008 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the Planning Commission received and considered additional evidence on the three items listed in the remand order and after considering the additional evidence was unable to make a recommendation to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners held a Closed record hearing on October 13, 2008 at 9:50 a.m. in the Commissioners Meeting Room, third floor, Courthouse, Prosser, WA 99350; and

WHEREAS, the following members were present, Claude Oliver, Max Benitz Jr., Leo Bowman; and,

WHEREAS, the Board of County Commissioners reviewed all testimony and public hearing exhibits that were received into evidence by the Benton County Planning Commission; and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat of Rivers Edge Estates - SUB 07-03 as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby adopts their own Findings of Fact (which are kept in File No. SUB 07-03 in the Planning Department records) regarding the preliminary plat of Rivers Edge Estates – SUB 07-03 and authorizes the Chairman of the Board to sign the Findings of Fact and hereby approves the preliminary plat with conditions as contained in the Findings of Fact and Conclusions.

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

Michael Shuttleworth/djh

DECISION OF THE
BENTON COUNTY BOARD OF COUNTY COMMISSIONERS

RE: Preliminary Plat of approximately
50.9 acres into 20 lots located
in the Northwest Quarter of
Section 7, Township 9 North,
Range 24 East, W.M. East, W.M.

File No. SUB 07-03

FINDINGS OF FACT
AND CONCLUSIONS

DECISION

SUB 07-03: A proposal by Wes Hodges to subdivide approximately 50.90 acres into 20 single-family residential lots with an average lot size of 2.27 acres is hereby recommended to be APPROVED. This action is based upon the following findings pursuant to RCW 58.17.110.

LEGAL DESCRIPTION

The area covered by the proposed preliminary plat is generally described as that portion of the Northwest Quarter of Section 7, Township 8 North, Range 24 East, W.M. located at the intersection of South County Line Road and North River Road on the South side of North River Road.

RESOLUTION

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given Thursday, April 3, 2008; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (August 1, 2007); publication of legal notices in the Tri-City Herald (April 3, 2008); adjacent landowners (March 28, 2008); and,

WHEREAS, the open record pre-decision hearing was held by the Planning Commission on April 15, 2008 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the Board of County Commissioners held a Closed record hearing on June 23, 2008 at 10:05 a.m. in the Commissioners Meeting Room, third floor, Courthouse, Prosser, WA 99350; and

WHEREAS, the following members were present, Claude Oliver, Max Benitz Jr., Leo Bowman; and,

WHEREAS, the Board of County Commissioners reviewed all testimony and public hearing exhibits that were received into evidence by the Benton County Planning Commission; and,

WHEREAS, The Board of County Commissioners adopted Findings and Conclusions and remanded the proposal back to the Planning Commission to receive additional evidence and to reconsider its recommendation after considering such evidence set forth in the remand order; and,

WHEREAS, the open record pre-decision remand hearing was held by the Planning Commission on August 19, 2008 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the Planning Commission received and considered additional evidence on the three items listed in the

remand order; and,

WHEREAS, the Planning Commission after considering the additional evidence was unable to make a recommendation to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners held a Closed record hearing on October 13, 2008 at 9:50 a.m. in the Commissioners Meeting Room, third floor, Courthouse, Prosser, WA 99350; and

WHEREAS, the following members were present, Claude Oliver, Max Benitz Jr., Leo Bowman; and,

WHEREAS, the Board of County Commissioners reviewed all testimony and public hearing exhibits that were received into evidence by the Benton County Planning Commission; and,

THEREFORE BE IT RESOLVED that the Board of County Commissioners finds and concludes as follows and on the basis of these findings and conclusions votes to **approve with conditions** the proposal; and,

WHEREAS, the Board of County Commissioners desires to enter its written decision concerning this matter,

FINDINGS AND CONCLUSIONS

- A. The Board of County Commissioners concludes that adequate provisions have been made for the public health and safety due to the following facts that they believe to be true based on the evidence presented:
1. The Benton Franklin District Health Dept. has indicated that septic tanks in this area would be feasible with conditions as outlined in Exhibit #15.
 2. Dr. Allan Felsot provided testimony that risks associated with the application of pesticides on adjacent farming operations could be mitigated by a required setback of 50 feet for airblast sprayers and 80 feet for aerial applications. However, aerial applications are not plausible exposure scenarios for orchards and vineyard protection.
 3. The applicant submitted a revised preliminary plat map showing varied agricultural activity setbacks from the property lines adjacent to the farming operations.
- B. The Board of County Commissioners concludes that adequate provisions have been made for open spaces because of the following facts that they believe to be true based on the evidence presented:
1. That the Benton County Code does not require open space dedications for this type of preliminary plat.
 2. The preliminary plat has an average lot size of 2.27 acres.
- C. The Board of County Commissioners concludes that adequate provisions have been made for drainage ways because of the following facts that they believe to be true based on the evidence presented:
1. Pursuant to the Planning Staff memo dated April 9, 2008, the Benton County Dept. of Public Works will review the proposed plat to insure that it meets the requirements of the Benton County Hydrology Manual.
 2. A Determination of Non Significance was issued on February 20, 2008 (Exhibit #7).
 3. All drainage ways are to be protected by the dedication of drainage easements.
 4. The Benton County Public Works Dept. must approve a pipe drainage plan.
- The Board of County Commissioners concludes that adequate provisions have been made for streets or roads, alleys, and other public ways because of the following facts that they believe to be true based on the evidence presented:

1. This proposal must meet fire code requirements and the requirements of the Public Works Department.
2. All roads must be constructed or bonded prior to the final plat hearing.
3. The proposed preliminary plat must meet the requirements of the Benton County Dept. of Public Works.
4. The Benton County Department of Public Works must approve proposed street names within the proposed plat
5. All lots within the proposed development will front onto a dedicated street.
6. Evidence was provided by Public Works Dept. (Exhibit 64) that there appeared to be no public health and safety risks by adding a new county road.
7. The applicant reduced the length of the cul-de-sac on the west side of the plat so that the road will not end at the house located on the property to the west of the site. The Benton County Public Works Dept. stated in Exhibit 62 that they agreed with the siting of the cul-de-sac as shown on the revised preliminary plat map (Exhibit 69).
8. Restricting access from the plat to one access onto North River Road will assure continued flow of traffic on North River Road.

E. The Board of County Commissioners concludes that the proposed plat does not have a location for a public transit stop and evidence was presented by Ben Franklin Transit that the proposed plat and surrounding area is not served by public transit and does not require a transit stop.

F. The Board of County Commissioners concludes that potable water supplies are adequate because of the following facts that they believe to be true based on the evidence presented:

1. Water will be provided by wells developed by individual land owners..
2. Proof of potable water must be provided before building permits will be issued for lots within the subdivision.
3. A Water Availability Report by Thomas R. Buchholtz, PE, Water Man Consulting was prepared to determine the ability to provide water for the proposed development and the potential impacts that providing that water may have on adjacent well owners. We find that based upon the information contained within the report there appears to be adequate water capacity to supply twenty new wells.
4. Adding a note to the face of the plat as shown in the conditions of approval will assure that RCW 90.44.050 will be complied with.

G. The Board of County Commissioners concludes that adequate provisions are available for sanitary wastes because of the following facts that they believe to be true based on the evidence presented:

1. The plat generally meets the requirements of the Benton Franklin District Health Department for plats utilizing on-site sewage disposal systems as stated in their letter received by the Planning Dept. on August 30, 2007.
2. The final plat will be reviewed and approved in writing by the Benton Franklin District Health Department prior to recording the final plat.
3. Health Department approval for septic systems is required before obtaining building permits.

H. The Board of County Commissioners concludes that adequate facilities are available for parks, recreation, and playgrounds because of the following facts that they believe to be true based on the evidence presented:

1. The proposed plat does not provide for parks or recreation opportunities.
2. No evidence was presented that park; recreation or playground areas are needed or required.

I. The Board of County Commissioners concludes that adequate schools and school grounds are available to meet the demand created by the proposal because of the following facts that they believe to be true based on the

evidence presented:

1. This proposed plat is within the Prosser School District and all students will be bused to school.
- J. The Board of County Commissioners conclude that the requirements of the State Environmental Policy Act have been met because of the following facts that they believe to be true based on the evidence presented:
1. A Mitigated Determination of Significance was issued on February 20, 2008 containing mitigation measures requiring a 50 foot setback between the property line boundaries of the existing agricultural operations on the West and East side of the proposed plat and all residential structures and swimming pools within the proposed development and a note to that effect placed on the final plat map stating that: "All residential structures and swimming pools shall be setback fifty (50) feet from the East property lines of Lots 13, 14 and 16 through 20; and the West property lines of Lots 1 through 5 and 7." It also required that a note be placed on the final plat stating that: "Prior to the granting of a Building or Factory Assembled Structure (FAS) Permit for each lot by the county, the applicant for a building or FAS permit must comply with RCW 90.44.050 regarding public ground water. The applicant for a Building or FAS Permit must demonstrate that potable water is legally available by presenting: (a) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (b) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050; or (c) a written approval of the Washington State Department of Health Group A or Group B public water supply system has been installed and is available for providing potable water to the lot."
- K. The Board of County Commissioners concludes that the proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11 because of the following facts that they believe to be true based on the evidence presented:
1. The gross acreage was used in determining the number of lots and the density for this area at the time of submittal was one dwelling unit per 2.5 acres. The lots within the proposal meet the density requirements.
 2. The Board of County Commissioners incorporates by reference and adopts the Planning Department's Findings of Fact as set forth in its April 9, 2008 and October 7, 2008 staff memos, except to the extent any such findings are inconsistent with any of the findings stated herein.
 3. This proposal is allowed within the Unclassified Zoning District.
- L. The Board has considered the physical characteristics of the proposed subdivision site and finds that the proposed plat is situated within a flood control zone as outlined on the Federal Emergency Management Agency Flood Insurance Rate Map 530237 0480 B with an Effective date of July 19, 1982.

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY BOARD OF COUNTY COMMISSIONERS adopts these findings and conclusions with respect to File No. SUB 07-03, the preliminary plat of Rivers Edge Estates proposed by Wes Hodges, and such plat is hereby APPROVED WITH CONDITIONS (attached).

Claude Oliver, Chairman
BOARD OF COUNTY COMMISSIONERS

CONDITIONS OF APPROVAL FOR SUB 07-03

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. That the final plat be reviewed and approved in writing by the Benton Franklin Health District prior to sending the final plat to the Planning Commission for signature. If any specific statements or set aside areas are requested by the Benton Franklin Health District these must be shown on the final plat as per their requirements. Each lot must contain a minimum usable land area of ½ of an acre, after easements and encumbrances placed on the plat are subtracted. The conditions as outlined in the August 30, 2007 Benton Franklin Health District letter must be complied with.
3. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable T.V. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
4. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan. The applicant complies with the comments provided in the Department of Public Works letter dated August 22, 2007 and February 12, 2007.
5. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
6. That the following notes be placed on the final plat:
 - No direct access from Lot 20 to North River Road will be allowed.
 - Prior to the granting of a Building or Factory Assembled Structure (FAS) Permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050 regarding public ground water. The applicant for a Building or FAS Permit must demonstrate that potable water is legally available by presenting: (a) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (b) a water well report filed and received by Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050; or (c) a written approval of the Washington State Department of Health that a Group A or Group B public water supply system has been installed and is available for providing potable water to the lot.
 - Address numbers [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
 - It is expressly declared and understood that Benton County has no duty, obligation or responsibility for the construction, upkeep, maintenance or repair of storm drainage facilities or drainage easements located outside of the County road right of way.
 - All drainage easements, canals, or other waterways that are crossed by an approved access easement or driveway shall be traversed by a bridge or culvert that is designed by a licensed Washington State Engineer to meet a ten year storm water runoff and having a minimum driving surface of twenty feet.

Please contact the Benton County Planning and Building Department for further information.

- The minimum permitted setback distance for all structures, from all lot lines, is twenty-five (25) feet unless greater distances are required by County regulations (i.e. zoning, building, etc.)
 - To protect the health, safety and welfare of persons occupying the proposed lots from potential impacts of existing adjacent high intensity agricultural operations, no residential structures or swimming pools requiring a permit shall not be located any closer to the property lines than the required setback or the agricultural activity setback as shown on the face of the plat. This property lies in the vicinity of parcels used for commercial agricultural purposes. At various times of the day or night, a variety of commercial farming activities including, spraying, operating of heavy farm equipment and dairy operations have traditionally occurred in the area. Noise, odors, insects, attendant with such activities may not be compatible with residential development. Please contact the Benton County Planning Department for further information."
7. That the use of lots 1 through 20 is limited by plat covenant to a single-family dwelling.
 8. That the preliminary plat is modified in all necessary respects so that the final plats will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

9:20

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:
IN THE MATTER OF APPOINTING AND AUTHORIZING THE BENTON COUNTY
TREASURER DUANE DAVIDSON AS THE CHARTER CHAIRMAN TO THE BENTON
COUNTY HISTORICAL PRESERVATION COOPERATIVE (BCHPC)**

WHEREAS, the Washington State Legislature passed House Bill 1386, which increased the local document recording fee from \$2 to \$5;

WHEREAS, RCW 36.22.170 states one dollar of the fee is placed in the Benton County Historical Preservation Fund 0157-101 to be used by the County Commissioners for promotion of historical preservation and/or programs in the County and may include the preservation of historic documents;

WHEREAS, the Hanford Reach Interpretive (The Reach); the East Benton County Historical Society; the White Bluffs Center for Quilting & Fiber Arts; the Columbia River Exhibition of History, Science, and Technology (CREHST); and the Benton County Historical Museum have collectively formed the Benton County Historical Preservation Cooperative (BCHPC) in the interest of recommending members for an advisory committee;

WHEREAS, the advisory committee will recommend historical preservation and/or programs in the County not limited to the above mentioned Cooperative;

WHEREAS, it is in the best interest of the citizens and the County to appoint the Benton County Treasurer, Duane Davidson, as the charter Chairman;

WHEREAS, it is in the best interest of the citizens and the County to authorize the Benton County Treasurer, Duane Davidson, as the charter Chairman to facilitate the Benton County Historical Preservation Cooperative; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby appoints and authorizes the Benton County Treasurer, Duane Davidson, as the charter Chairman, to facilitate the Benton County Historical Preservation Cooperative.

Dated this day of November, 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Heritage Grant Program, Benton County, WA

HB 1386 funding for museums and other historic preservation organizations

"Except as otherwise provided, the mandatory per instrument recording surcharge that county auditors must charge for the preservation of historical documents is increased from \$2 to \$5. One dollar of this \$5 surcharge must be deposited in the county general fund to be used at the discretion of the county commissioners to promote historical preservation or historical programs."

Application Criteria:

Recipients must be non-profit corporations registered with the IRS per 26-CFR-1.501 (c) (3) and be involved in historic preservation, historic programs and/or historic document preservation.

Application Grant Categories:

1. Historic Collections Management
2. Preservation Planning
3. Construction or Historic Building Rehabilitation
4. Education & Outreach in History

Application Guidelines:

Grant applications will be submitted to the Heritage Grant Program Advisory Committee. Each applicant must complete an application form, provide their UBI number, a copy of their Certificate of Incorporation, a copy of their 501 (c) 3 tax exempt status and a copy of their last filed IRS form 990. In addition, a brief description of the proposed project or program and an itemized budget must be included. Applications lacking these attachments will not be considered for funding.

Evaluation of Applications:

An advisory committee, The Heritage Grant Program Advisory Committee, will be established.

Duane Davidson, Benton County Treasurer, will serve as Chairman of this advisory committee. The committee will consist of a representative from each community in Benton County.

1. Richland
2. Kennewick
3. West Richland
4. Prosser

The committee will review applications and provide recommendations to the Board of County Commissioners. Representatives from each Museum will be present when the grant requests are presented to the Commissioners. The Board of County Commissioners will approve (or disapprove) each funding request, based on the committee recommendations.

Project Accountability:

A report for each funded grant project will be required within 90 days of the completion of the project. This report should include program evaluation results, number of people impacted by the program, and other measures of success. Reports are to be mailed to the County Commissioners Office.