November 24, 2008

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
November 10, 2008, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Commissioner Max E. Benitz, Jr. (Chairman Pro Tem)
Commissioner Leo Bowman
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Chairman Claude Oliver

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; Mike Shuttleworth and Susan Walker, Planning; Jacki Lahtinen, District Court; DPA Ryan Brown; Erhiza Rivera, Treasurer's Office; Public Works Director Ross Dunfee; Personnel Manager Melina Wenner; and DPA Sarah Perry.

Approval of Minutes

The Minutes of November 3, 2008 were approved.

Review Agenda

Consent agenda Item "m" was pulled.

Consent Agenda

MOTION: Commissioner Bowman moved to approve the consent agenda items "a" through "q", pulling "m" (Planning Line Item Transfer). Commissioner Benitz seconded and upon vote, the Board approved the following:

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

Commissioners
- c. Termination of the Health Building Construction Fund No. 0398-401
- d. Termination of the 96 Juvenile & Refunding Bond Fund No. 0205-201

District
- e. Contract w/Washington Collectors

Human Services
- f. Appointment of S Small to the BF Counties' Mental Health Advisory Board

Juvenile

g. Personal Service Contract w/Sight and Sound Services

Office of Public Defense

h. Addendum to Professional Services Agreement w/Jason Celski

i. Addendum to Professional Services Agreement w/Brian Anderson

j. Addendum to Professional Services Agreement w/Joshua Lilly

Personnel

k. Denial of County Claim CC08-13

l. Line Item Transfer, Fund No. 0504-101, Dept. 000

Road/Engineer

n. Change to Public Works Organizational Chart

Sheriff

o. Line Item Transfer, Fund No. 0000-101, Dept. 120

p. Line Item Transfer, Fund No. 0000-101, Dept. 120

q. Amendment of Resolution 08-629, Purchase of Motorola Radios

Other Business

Cancellation of Meetings

The Board cancelled the meetings of November 17 and December 1, 2008.

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

Public Hearing Comprehensive Plan

CPA 07-02

Proposal by John Sullins to change the land use designation from Rural Lands Five (RL-5) to Rural Lands One (RL-1). The Planning Commission found that RL-1 was unsuitable for rural development, not rural in character, and did not meet the criteria specified in RCW's for a limited area of more intense rural development (LAMIRD). The Planning Commission recommended the Board approve the CPA 07-02 with a modified density of (RL-2.5). However, there was not a designation in the Benton County Comprehensive Plan, such designation would do nothing for the property owner, and the land had already been developed at that density.

Public Testimony

Proponents

John Ziobro, attorney for Thayne Wiser, said that Mr. Wiser originally made application in 2006 at the time they were allowing one-acre designations. He said the State Supreme Court has since issued a ruling that it was a local decision on whether it should be designated anywhere from one to five acres and listed six criteria. Mr. Ziobro said he did not believe the planning staff used these criteria in their decision and requested they take a look at the criteria or in the alternative, the Board of Commissioners review it. He also requested the Board review the overall one-acre

lots in Benton County and take a look at the cities' comprehensive plans with one-acre lot dedicated areas to determine what constituted "rural" in Benton County.

Mr. Ziobro presented proposed findings of fact that he said were consistent with rural character. He requested the right to provide additional information if the hearing were continued and that they be provided copies of new exhibits.

Thayne Wiser, applicant, presented the following information: executive summary and photos.

Mr. Wiser said the argument could be made that the properties were well defined in a rural landscape and there were not any streets, gutters, or sewers. He said he submitted over 150 signatures in favor of the one-acre lots when the application was submitted, they had used the clustering process, and one-third of the property was already developed into one-acre lots. He indicated they had the right to ask the Commissioners to create additional one-acre lots in that area.

Rebecca Cook, representing Saddle Mountain Minerals, said she was previously an opponent in the Planning Commission meetings, however, now those issues were resolved. Ms. Cook stated she appreciated Benton County creating the appropriate balance between the surface owner and owner of the minerals and was now in favor of the application.

John Sullins, Kennewick, spoke in favor and said it was a great opportunity to dedicate one-acre densities to be utilized and that one-third of the area was already in one-acre lots.

Clarence Bumgartner, Bumgartner Realty, spoke in favor and said he owned land in the proposed area. He stated there was not adequate water available for 2.5-acre lots and that this area was very successful and close to the city.

Evelyn Cataldo, Kennewick, said she had lived in Cottonwood Springs for three years and that one-acre was perfect without the necessity of taking care of excess acreage. She said she believed the GMA was intended to provide a variety of density for all and encouraged the Board to approve the 1-acre lots for subdivision. Additionally, she said that as a real estate agent, she could attest that the demand to purchase was there.

Mike Bitner, landowner in Badger Canyon, spoke in favor and said this was one of the nicest developments in the Tri-Cities and there were many people wanting to buy one-acre lots.

Curtis Wiser, Kennewick, said he lived in Cottonwood Springs and that every lot had been purchased and they were just waiting so they could sell more.

Bob Casare, Kennewick, said he lived in the heart of the property and was the first one to break ground in the development. He stated that one-acre lots were just right to live the rural life without excess acreage.

Jed Casare said he also lived in Cottonwood Springs, and as a small business owner believed this would stimulate the local economy if the County let it go forward.

The following Exhibits were entered into the record:

Exhibit "H": Letter dated November 6, 2008 from Dana Ertel
Exhibit "I": Letter dated November 7, 2008 from Futurewise
Exhibit "J": Letter dated November 8, 2008 from Jacqueline Hightower
Exhibit "K": Letter dated November 7, 2008 from Vince Panesko
Exhibit "L": Executive Summary submitted by Thayne Wiser & John Ziobro dated 11-10-08
Exhibit "M": Proposed Findings & Conclusions submitted by Mr. Ziobro dated 11-10-08

Commissioner Bowman requested information from the Planning Department on the definition of "rural".

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

The public hearing was continued to January 26, 2009 at 9:05 a.m. and public testimony was left open.

The Board briefly recessed, reconvening at 9:53 a.m.

CPA 08-01

Proposal by Wayne Penttila to change the land use designation from Heavy Industrial to RL-5 in the south Finley area known as Hover Industrial Park. The Planning Commission recommended the proposal be denied.

Mr. Shuttleworth noted the property also included the Kennewick Hospital District, however, they had requested to be removed from the proposed area during the Planning Commission meetings. Since that time they have requested to be added back, but since it was not included in the hearings and the Planning Commission did not have a recommendation, the Planning Department sent them a letter stating they could reapply next year.

Public Testimony

Proponents

Wayne Pentilla, applicant, said he was inadequately prepared to go before the Planning Commission because he assumed there would not be any problem changing it from Heavy Industrial to RL-5. He said it seemed senseless to develop water front property as heavy industrial unless there was barge traffic or rail traffic. He stated that if the County did not change the designation, there would not be any growth to that area. He indicated that he had a hard time paying taxes on property that he couldn't use and the Port of Kennewick didn't pay taxes on the property because it was a public entity.

As there was no one else present to testify, the public hearing was continued to January 26, 2009 at 9:05 a.m. and public testimony was left open.

CPA 08-02

A proposal by the City of West Richland to expand its Urban Growth Area to include 747 additional acres located west of the city. The Planning Commission recommended denial of the application.

Public Testimony

Proponents

Bob Leedy, City of West Richland, requested that applicant testimony be continued.

Scott Revell, Kennewick Irrigation District, property owner for a portion of the area, also requested the testimony be continued.

Charles Dawsey, Benton REA, said they supported the application and continuance of the public hearing.

Opponents

Lloyd Cogland, Red Mountain Road, spoke in opposition to the request. He said there were significant vacancies in malls and commercial buildings in West Richland and there was not a pressing need for an interchange or to increase the urban growth area. In addition, he said there was already 8,000 undeveloped acres in West Richland. He said the decision to build an interchange would be a federal decision, for which there was not any money to complete the studies and he requested the Board deny the application.

Susan Swanson, Benton City, said she found it irregular to allow additional time for testimony, since it would not allow the opponents additional time to respond. She also said it was irresponsible for West Richland to expand the urban area with many projects going on with no actual movement to complete and it appeared to be urban sprawl. She indicated she could not respond to the plan because she had no idea what they wanted to do with the property and believed the Board should go along with the determination by the Planning Commission.

The following exhibits were entered into the record:

Exhibit "D": Letter dated November 4, 2008 from Bob Leedy
Exhibit "E": Letter dated November 5, 2008 from Gerald Forehand
Exhibit "F": Letter dated November 7, 2008 from Futurewise
Exhibit "G": Letter dated November 7, 2008 from Vince Panesko
Exhibit "H": Letter from Benton REA dated 11-10-08

Testimony was left open and the public hearing was continued to January 26, 2009 at 9:05 a.m.

CPA 08-04

Proposal by the County Administrator to include in Chapter 9 new capital facilities and maintenance projects slated for funding and completion in the 2008-2013 Capital Facilities Plan. The Planning Commission recommended approval. Ms. Walker said there a typographical error in the documentation and the 800 mhz project should be $2 million instead of $200,000.

There was no one present to testify. The public hearing was continued to January 26, 2009 at 9:05 a.m. with public testimony left open.

CPA 08-05

Staff amendments for housekeeping purposes to edit and update text. The Planning Commission voted to approve the request.

There was no one present to testify. The public hearing was continued to January 26, 2009 at 9:05 a.m. with public testimony left open.

Commissioner Bowman requested an analysis from Planning Staff and the PA's office on how the Thurston County case impacted the County's decision-making process and past decisions by the hearings board.

The Board briefly recessed, reconvening at 11:05 a.m.

Public Hearing – SV 08-01

Mike Shuttleworth stated that Benton County received an application requesting the vacation of a 30-foot drainage easement. He indicated that both Public Works and Benton-Franklin Health Department recommend denial because eliminating the swale might cause runoff problems and could restrict drainage for future development.

Proponents

Debra Roberson said the drainage easement was located for an old 100-year flood zone and the property being developed was located in an old orchard. She said the question was whether to fill in the ditch, vacate, or complete a process approved by an engineer. She added that the proposed annexation in the next two years would make this a moot point.

Commissioner Bowman wanted to know what would happen if the ditch were filled and/or if the City annexed the property. Mr. Shuttleworth said that filling the ditch would displace water, normally during a storm event and the City would have to go through a similar process to vacate the easement.

Commissioner Benitz wanted to know what the recommendation would be if the applicant concurred with a licensed civil engineer to close out the ditch. Mr. Shuttleworth said they would

still recommend retaining the easement since the piping would need to be maintained. He added that this application might be premature.

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

MOTION: Commissioner Bowman moved to deny the vacation of the 30-foot drainage easement. Chairman Pro Tem Benitz seconded and upon vote, the motion carried.

Requests for Supplemental Appropriation

Linda Ivey presented supplemental requests from District Court in the amount of $10,100 for professional services and GIS in the amount of $21,000 for professional services.

MOTION: Commissioner Bowman moved to approve the matters to go to public hearing. Chairman Pro Tem Benitz seconded and upon vote, the motion carried.

Other Business

Kennewick General Hospital

Commissioner Bowman said he received a request from Vic Johnson, Kennewick General Hospital to support their request to the State of Washington for additional beds. Commissioner Benitz suggested the matter be postponed until after the first of the year.

Executive Session – Potential Litigation

The Board went into executive session with DPA Sarah Perry at 11:16 a.m. to discuss potential litigation for approximately 15 minutes. Also present were Melina Wenner, Ryan Brown, Loretta Smith Kelty, David Sparks, and Cami McKenzie. Additionally, Coroner Rick Corson was present via videoconference. The Board came out of executive session at 11:22 a.m. The Board took no action.

Vouchers

Check Date: 11/05/2008
Taxes # 10108111-10108113
Warrant # 910655-910697
Total all funds: $1,809,888.84

Check Date: 11/05/2008
Warrant # 220742-220925
Direct Deposit # 40830-41387
Total all funds: $1,891,373.80

Check Date: 11/07/2008
Warrant # 910698-910905
Total all funds: $313,147.01

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

Resolutions

08-899	Line Item Transfer, Fund No. 0000-101, Dept. 101
08-900	Line Item Transfer, Fund No. 0000-101, Dept. 101
08-901	Termination of the Health Building Construction Fund No. 0398-401
08-902	Termination of the 96 Juvenile & Refunding Bond Fund No. 0205-201
08-903	Contract w/Washington Collectors
08-904	Appointment of S Small to the BF Counties' Mental Health Advisory Board
08-905	Personal Service Contract w/Sight and Sound Services
08-906	Addendum to Professional Services Agreement w/Jason Celski
08-907	Addendum to Professional Services Agreement w/Brian Anderson
08-908	Addendum to Professional Services Agreement w/Joshua Lilly
08-909	Denial of County Claim CC08-13
08-910	Line Item Transfer, Fund No. 0504-101, Dept. 000
08-911	Change to Public Works Organizational Chart
08-912	Line Item Transfer, Fund No. 0000-101, Dept. 120
08-913	Line Item Transfer, Fund No. 0000-101, Dept. 120
08-914	Amendment of Resolution 08-629, Purchase of Motorola Radios
08-915	Denial of Vacation of Drainage Easement – File SV 08-01

There being no further business before the Board, the meeting adjourned at approximately 11:30 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, the County Sheriff has two rifles (see attached) that have been made obsolete by the acquisition of newer more technically advanced rifles and the Sheriff can use these surplus weapons in trade-in for upgraded weapons and related equipment; and

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

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

WHEREAS, it is the recommendation of the Personal Property Manager that this potential surplus property is not desired by any County agency and should be declared surplus; and

WHEREAS, the rifles have an estimated combined value of less than $500;and

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

BE IT RESOLVED, that, based upon the recommendation of the Personal Property Manager, the two rifles described in the attached are hereby declared surplus, and

BE IT FURTHER RESOLVED, that, the two rifles listed in the attached shall be used by the Sheriff in trade-in for upgraded weapons and related equipment.

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

Resolution Authorizing
Surplus and trade-in of obsolete
Rifles

MAKE		MODEL	CAL.	S/N
Colt	AR-15	SP1	.223	SP66405
Colt	AR-15	SP1 Carbine	.223	SP30001x

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	24-November-2008	Execute Contract	x	Consent Agenda	x
Subject:	Approval of Agreement with Tower Innovations for web services	Pass Resolution	x	Public Hearing	
		Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
Prepared By:	J. Randall Reid	Other		Other	
Reviewed By:	Loretta Smith-Kelty				

BACKGROUND INFORMATION

One of the projects approved as part of the 2008 budget was an overhaul to the Benton County website. This was to be accomplished by finding a vendor that could provide professional graphics design, a content management system to facilitate maintenance of website content, and the ability to host the website at a facility with redundant infrastructure and business continuity provisions. An RFP was published on 26-June-2008. There were nine respondents. Due to some unexpected projects, the responses were not evaluated until October. Evaluation included selecting a "short list" of three vendors who provided online demonstrations of the systems for a representative group of county staff. With the feedback from the demonstrations, the information in the formal RFP responses, and some follow-up inquiries as the basis, Tower Innovations of Smithville, MO, was selected as the vendor with which to negotiate an agreement. Four of the proposals were within the amount budgeted for 2008. Tower Innovations had the lowest initial costs and the second lowest recurring costs.

SUMMARY

The accompanying resolution authorizes the Chairman of the Board of County Commissioners to sign an agreement with Tower Innovations for web services. It also authorizes the Central Services Manager to sign any follow-up documents associated with completing the installation.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

Budgeted for 2008 and 2009.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT WITH TOWER INNOVATIONS FOR WEB SERVICES.

WHEREAS, a Request for Proposals for "Website Design, Development & Hosting Services" was published on 26-June-2008 under the provisions of RCW 39.04.270 Competitive Negotiations; and

WHEREAS, there were nine respondents which were evaluated in accordance with the criteria established in the Request for Proposals which included cost was well as the ability of the vendor to meet the requirements of the proposal; and

WHEREAS, the proposal by Tower Innovation of Smithville, MO, was determined to be the most advantageous to the county; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of Board of Benton County Commissioners be authorized to sign the agreement with Tower Innovations for services relating to the design, development and hosting of the Benton County website; and

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

Dated this _____ day of _____ , _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

REID

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF 2008 BENTON COUNTY BUDGETS RE: AMENDING RESOLUTION 07-830

BE IT RESOLVED, by the Board of Benton County Commissioners, that Resolution 07-830 is hereby amended for the payment of vouchers and payroll, and budgets are adopted at the department level.

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

Chairman of the Board

Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

cc: All Dept; State Auditor; file; LJI

LJI

d

Return to: Benton County Commissioners
P.O. Box 190
Prosser, WA 99350-0954

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS IMPROVEMENT DISTRICT (C.R.I.D.) #15, COTTONWOOD DRIVE, PROPERTY SEGREGATION

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1088-400-0009-000, defined as: The Northwest ¼ of the West 879.85 feet of the East 1,759.70 feet of the North 1,006.06 feet of the South 2,012.12 feet of Southeast ¼ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.08 acres more or less

had an original assessment of $4,713.82 and now has an outstanding assessment of $3,780.73 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-401-3133-002 and 1-1088-401-3133-003, and

WHEREAS, Parcel Number 1-1088-400-0010-000, defined as: The Northeast ¼ of the West 879.85 feet of the East 1,759.70 feet of the North 1,006.6 feet of the South 2,012.12 feet of the Southeast ¼ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.08 acres more or less

had an original assessment of $4,713.82 and now has an outstanding assessment of $3,780.73 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-401-3133-001 and 1-1088-401-3133-004, and

WHEREAS, Parcel Number 1-1088-100-0018-000, defined as: The Northwest ¼ of the West 879.85 feet of the East 1,759.70 feet of the North 1,006.06 feet of the South 3,018.18 feet of the East ½ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.08 acres more or less

had an original assessment of $4,713.82 and now has an outstanding assessment of $4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-101-3140-002 and 1-1088-101-3140-003, and

WHEREAS, Parcel Number 1-1088-100-0027-000, defined as: The Northeast ¼ of the West 879.85 feet of the East 1,759.70 feet of the North 1,006.6 feet of the South 3,018.18 feet of the East ½ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.08 acres more or less

had an original assessment of $4,713.82 and now has an outstanding assessment of $4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-101-3140-001 and 1-1088-101-3140-004, and

WHEREAS, Parcel Number 1-1088-400-0011-000, defined as: The Northwest ¼ of the East 879.85 feet of the North 1,006.06 feet of the South 2,012.12 feet of Southeast ¼ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.08 acres more or less

had an original assessment of $4,713.82 and now has an outstanding assessment of $4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-401-3144-001 and 1-1088-401-3144-002, and

WHEREAS, Parcel Number 1-1088-400-0014-000, defined as; The Southwest ¼ of the East 879.85 feet of the North 1,006.6 feet of the South 2,012.12 feet of the Southeast ¼ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.08 acres more or less

had an original assessment of $4,713.82 and now has an outstanding assessment of $4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-401-3144-003 and 1-1088-401-3144-004, andNOW, THEREFORE

BE IT RESOLVED that the final assessment roll be amended and that each parcel and assessment is defined as follows:

Old Number	New Number	New Assessment
1-1088-400-0009-000	1-1088-401-3133-002	$1,890.37
	1-1088-401-3133-003	$1,890.36
1-1088-400-0010-000	1-1088-401-3133-001	$1,890.37
	1-1088-401-3133-004	$1,890.36
1-1088-100-0018-000	1-1088-101-3140-002	$2,003.37
	1-1088-401-3140-003	$2,003.38
1-1088-100-0027-000	1-1088-401-3140-001	$2,003.37
	1-1088-401-3140-004	$2,003.38
1-1088-400-0011-000	1-1088-401-3144-001	$2,003.37
	1-1088-401-3144-002	$2,003.38
1-1088-400-0014-000	1-1088-401-3144-003	$2,003.37
	1-1088-401-3144-004	$2,003.38

Dated this 24 day of Nov. 2008.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING ADMINISTRATIVE POLICY FOR RELEASE OF INFORMATION APPROVED ON MAY 24, 1993

WHEREAS, on May 24, 1993 the Benton County Elected Officials approved an Administrative Policy regarding the release of information to the public; and

WHEREAS, effective November 6, 2006 the Board of Benton County Commissioners adopted Ordinance 442 relating to public records of Benton County and providing guidance to the public in obtaining access to public records and requiring the County to make available for inspecting and copying "non-exempt" public records; and

WHEREAS, the Administrative Policy for Release of Information approved on May 24, 1993 is no longer valid; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby rescinds the Administrative Policy for Release of Information approved on May 24, 1993 by the Benton County elected officials.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Policy Book, R. Brown

McKenzie

f

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A SERVICE AGREEMENT BETWEEN BENTON COUNTY CORONER AND JEFF REYNOLDS, MD FOR FORENSIC PATHOLOGIST SERVICES

WHEREAS, the Benton County Coroner's office finds the need to have a second forensic pathologist to provide autopsy and forensic pathology services; and

WHEREAS, Dr. Jeff Reynolds provided the Benton County Coroner with his 2008 rates, which is $800.00 per autopsy plus transportation cost of $50.00 per hour travel time; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby agrees to enter into a service agreement with Dr. Jeff Reynolds for forensic pathology services for Benton County Coroner's office for a service fee of $800.00 per autopsy, plus transportation as a independent contractor forensic pathologist; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners is hereby authorized to sign the attached Service Agreement; and

BE IT FURTHER RESOLVED said contract will expire on December 31, 2009.

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 – Coroner
cc: Auditor; R. Ozuna; Dr. J Reynolds

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JEFF REYNOLDS, MD**, with its principal offices at 4606 Avalanche, Yakima, WA (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and no additional documents.

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 years if agreed upon by both parties. Price rates are subject to change for calendar year 2009, and possibly again 2010, and will only be approved with an amendment to this contract.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. Complete autopsy and forensic pathologist services as needed by the Benton County Coroner.
b. The CONTRACTOR shall perform the work specified in the Contract according to standard practices in the medical profession.

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: **Jeffrey Reynolds, MD**

4606 Avalanche
Yakima, WA
Phone: 509-945-6738
Fax: 509-966-5459

b. For COUNTY:

Rick Corson, Benton County Coroner
7110 W. Okanogan Place, Bldg A
Kennewick, WA 99336
Phone: 509-222-2720
Fax: 509-222-3711

5. COMPENSATION

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

a. Subject to price amendment for 2008 & 2009.

b. The amount payable by the COUNTY to the CONTRACTOR under this Contract shall be $800.00 per autopsy plus transportation costs of $50.00 per hour travel time. Contract amount is subject to price amendment for calendar years 2009 and 2010.

c. The CONTRACTOR may submit invoices to the COUNTY for services per occurrence. Invoices shall include the date of said services and a copy of the airfare & lodging fees if applicable. The COUNTY shall pay the CONTRACTOR for services rendered within thirty (30) days from the date of receipt.

d. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional

compensation. All work 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.

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

8. **INSURANCE**

a. **Professional Legal Liability:** The CONTRACTOR shall maintain Professional Malpractice or Professional 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.~~

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 insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(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. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved 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 8 and notice of cancellation or change of required insurance coverage's shall be mailed to the COUNTY at the following address:

Risk Management Department
7122 W Okanogan Place
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.~~

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate

this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. 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.

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.

10. 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.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[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.

b. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. 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.

17. 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.

18. 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.

19. SUCCESSORS AND ASSIGNS

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

20. 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.

21. ENTIRE AGREEMENT

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

22. 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

_____
Chairman

_____
Member

_____
Member

Dated: _____

JEFFREY REYNOLDS, MD

_____
Jeffrey Reynolds, MD

Dated: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

Orig: Coroner's Office
cc: Auditor; R. Ozuna; Coroner; J. Reynolds, MD
14/14

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARD FOR THE PROCUREMENT OF OFFICE CHAIRS FOR THE BENTON COUNTY DISTRICT COURT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA

WHEREAS, that Benton County District Court solicited quotes from qualified vendors listed on the Benton County Vendors list; and

WHEREAS, Benton County District Court received one quote from Brutzman's Inc., Richland, WA in the amount of $13,128.91 WSST and Minncor Industries, St. Paul, MN declined to respond; and

WHEREAS, the District Court Administration reviewed the quote and believes it is in the best interest of the County to award the procurement of the office chairs to Brutzman's Inc.; NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the procurement of the office chairs for Benton County District Court to Brutzman's Inc., Richland WA – for a contract amount of $13,128.91 including WSST; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby approves the procurement of the Benton County District Court office chairs from Brutzman's Inc., Richland Washington..

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Brutzman's Office Solutions, J. Lahtinen District Court

Quote

BRUTZMAN'S OFFICE SOLUTIONS
Furniture-Supplies-Repro
P.O. BOX 6044
KENNEWICK, WA 99336-0044
phone:(509) 735-0300
FAX:(509) 735-0330

order number: 0000713304
customer number: 7358476
telephone number: ( )735-8476 ext:
fax number: ( )736-3069
page number: 1
order date: 11/17/2008

sold to:
BENTON CO. DISTRICT COURT
7122 W. OKANOGAN PLACE BLDG A
KENNEWICK , WA 99336-2359

ship to:
0302
7122 W. OKANOGAN PLACE BLDG A
KENNEWICK , WA 993362359

special comments/instructions:

purchase order	customer representative	invoice terms	sales representative
	JUDY 735-8476 X3280	NET 10TH PROX	KEN BRUTZMAN

quantity	mfg/product number	product description	unit price	net price	unit	amount
		*****Revision 3 - November 18, 2008*****				
4	HAE M251-1G44	HAWORTH ITEM HB H.E.,PNEU,HA,FLIPPER W/VNL,LUMBAR W/O TILT LOCK	1282.00 / 1	487.16 / 1	EA	1,948.64
18	HZY SZT-20-721MA1	HAWORTH ITEM ZODY TASK CHAIR,FABRIC SEAT/MESH BACK	1147.00 / 1	550.56 / 1	EA	9,910.08
		INSTALLATION SERVICES RECEIVE, INSPECT, ASSEMBLE & DELIVER				264.00

*****NOTES*****

>Pricing per U.S. Communities contract #RQ07-878957-20.

>Discounts: Improv chair - 62%, Zody chair - 52%.

>Vendor: HAWORTH, INC.

>Lead time: 5 to 6 weeks.

>FOB Point: Destination.

	12,122.72
sales tax	1,006.19
total	13,128.91

AGENDA ITEM		TYPE OF ACTION NEEDED		Facilities	
Meeting Date:	11/24/2008	Execute Contract		Consent Agenda	X
Subject:		Pass Resolution		Public Hearing	
Prepared by:	L. Small	Pass Ordinance		1st Discussion	
Reviewed by:	LSK	Pass Motion		2nd Discussion	
				Other Business	

BACKGROUND INFORMATION

The Board entered into a blanket service agreement with Sign Crafters, Inc. for "as needed" signage for all Benton County Facilities as per Resolution 08-490 dated May 5, 2008.

The Facilities Manager recommends entering into another blanket service agreement with Sign Crafters, Inc. for "as needed" signage services for the year of 2009 with an amount not to exceed $10,000 including WSST.

Said contract will begin January 1, 2009 and shall expire December 31, 2009.

RECOMMENDATION

Approve the attached resolution and authorize the Chairman of the Board to sign the attached blanket contract with Sign Crafters, Inc. for a contract amount not to exceed $10,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" 2009 SIGN INSTALLATION FOR ALL BENTON COUNTY LOCATIONS

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

WHEREAS, Benton County Facilities has solicited Signs Now with the parent company of Sign Crafters, Inc. Kennewick, WA - SIGNSN*033ON for several years for necessary signs throughout all County facilities; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Signs Now, Kennewick, WA to be put in place for "as needed" sign installation for all locations of Benton County for small projects costing less than $10,000; and

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

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

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Sign Crafters, Inc. the blanket service agreement for "as needed" services at all Benton County locations for an amount not to exceed $10,000 including WSST; and

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

BE IT FURTHER RESOLVED the term of the attached contract shall expire on December 31, 2009.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – 09-10002 - Lisa Small
cc: Facilities; Auditor; R. Ozuna; Signs Now

Small

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SIGN CRAFTERS, INC.**, a Washington corporation with its principal offices at 627 N. Kellogg Suite A, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

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

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2009 and shall expire on December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" 2009 sign installation for all Benton County locations in accordance with the CONTRACTORS price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting

process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for sign installation shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Laura S. Ogata, Vice President
627 N. Kellogg Suite A
Kennewick, WA 99336
Phone 509-783-8718
Fax 509-783-9028

b. For COUNTY:

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

5. COMPENSATION

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

6. INVOICING

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

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

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

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

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

9. INSURANCE

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

a. Workers Compensation: CONTRACTOR shall comply with all

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

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

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

d. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

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

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

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

condition and the self-insured funding mechanism.

10. PERFORMANCE BOND

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

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

-This portion intentionally left blank -

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

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

BENTON COUNTY	**SIGN CRAFTERS INC.**
_____	_____
Benton County Commissioner	**Laura S. Ogata** **Vice President**
Dated: _____	Dated: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

AGENDA ITEM		TYPE OF ACTION NEEDED		Facilities	
Meeting Date:	11/24/2008	Execute Contract		Consent Agenda	X
Subject:		Pass Resolution		Public Hearing	
Prepared by:	L. Small	Pass Ordinance		1st Discussion	
Reviewed by:	LSK	Pass Motion		2nd Discussion	
				Other Business	

BACKGROUND INFORMATION

The Board entered into a blanket service agreement with Doyle Electric, Inc. in 2008 for "as needed" services for Benton County Parks locations as per Resolution 08-433 dated March 31, 2008.

The Facilities Manager recommends entering into another blanket service agreement with Doyle Electric, Inc. for "as needed" services involving plumbing & pipefitting; electrical; & welding services for ALL Benton County locations for the year of 2009 with an amount not to exceed $10,000.

Said contract will begin January 1, 2009 and shall expire December 31, 2009.

RECOMMENDATION

Approve the attached resolution and authorize the Chairman of the Board to sign the attached blanket contract with Doyle Electric, Inc for a contract amount not to exceed $10,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" PLUMBING, PIPEFITTING, ELECTRICAL AND WELDING SERVICES WITH DOYLE ELECTRIC, INC. AT ALL BENTON COUNTY LOCATIONS

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

WHEREAS, the Facilities Manager recommends a blanket service agreement with Doyle Electric, Inc., Pasco, WA – Contractors License No. DOYLEE1277CL to be put in place for "as needed" services for plumbing, pipefitting, electrical and welding services, along with other miscellaneous services they are qualified to perform for all locations of Benton County for small projects costing less than $10,000; and

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

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

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

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2009.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Lisa Small
cc: Facilities; Parks; Auditor; R. Ozuna; Doyle Electric, Inc.

Small

PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DOYLE ELECTRIC INC.**, a Washington corporation with its principal offices at 1421 Dell Avenue, Walla Walla 99362, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

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

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2009 and shall expire on December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR agrees to provide "as needed" general maintenance repair services under the following categories for all Benton County work sites:

Plumbing and pipefitting
Electrical
Welding

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

bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for general maintenance repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Leo Doyle, Owner/President
3416 N. Swallow Ave.
Pasco, WA 99301
Phone 509-542-8099
Fax 509-542-8143

b. For COUNTY:

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

5. COMPENSATION

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

6. INVOICING

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

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

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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d. Other Insurance Provisions:

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

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

3) The CONTRACTORS'S liability insurance policies shall

contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.

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

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Risk Manager
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7320 W. Quinault Avenue
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.

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13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

-This portion intentionally left blank -

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

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

BENTON COUNTY	**Doyle Electric Inc.**
_____	_____
Benton County Commissioner	**Leo Doyle** **Owner/President**
Dated: _____	Dated: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

Doyle ELECTRIC Inc.

"We care about your safety"

Serving our customers since 1972
and
Ron's Pump & Motor
A Division of Doyle Electric, Inc.

Exhibit A

RATES FOR HOURLY CONTRACT WORK PERFORMED IN 2009 AS NOTED BELOW:

PLUMBERS & PIPEFITTERS:			
	JOURNEYMAN	$	85.00
	TRAINEE	$	75.00
	MAN W/TRUCK	$	95.00
	TWO MEN W/TRUCK	$	170.00
	THREE MEN W/TRUCK	$	255.00
ELECTRICIANS:			
	JOURNEYMAN	$	75.00
	TRAINEE	$	65.00
WELDERS:			
	JOURNEYMAN	$	80.00

NOTE: RATES ARE FOR SERVICE, AND/OR REPAIR WORK PERFORMED IN THE ABOVE CAPACITIES.

3416 N Swallow Ave. • Pasco, WA 99301 • Office: (509) 542-8099 • Fax (509) 542-8143
http://www.doyleelectric.com • Email: tricities@doyleelectric.com
WA#DOYLEEI277CL • OR CCB #0019588

AGENDA ITEM		TYPE OF ACTION NEEDED		Facilities	
Meeting Date:	11/24/2008	Execute Contract		Consent Agenda	x
Subject:		Pass Resolution		Public Hearing	
Prepared by:	L. Small	Pass Ordinance		1st Discussion	
Reviewed by:	LSK	Pass Motion		2nd Discussion	
				Other Business	

BACKGROUND INFORMATION

The Board entered into a blanket service agreement with Apollo Sheet Metal, Inc. for "as needed" plumbing & pipefitting; sheet metal; & HVAC services for all Benton County locations as per Resolution 08-402 dated March 17, 2008.

The Facilities Manager recommends entering into another blanket service agreement with Apollo Sheet Metal, Inc. for "as needed" services for the year of 2009 with an amount not to exceed $20,000 including WSST.

Said contract will begin January 1, 2009 and shall expire December 31, 2009.

RECOMMENDATION

Approve the attached resolution and authorize the Chairman of the Board to sign the attached blanket contract with Apollo Sheet Metal, Inc. for a contract amount not to exceed $20,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR PLUMBING, SHEET METAL AND HVAC SERVICES WITH APOLLO SHEET METAL, INC. FOR ALL BENTON COUNTY FACILITIES

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

WHEREAS, the Benton County Facility Department solicits Apollo Sheet Metal for various projects as this contractor is very familiar with all the county's facilities such as the HVAC systems, boilers, hot water tanks, etc.; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Apollo Sheet Metal, Kennewick, WA to be put in place for "as needed" services for plumbing, sheet metal, and other miscellaneous services they are qualified to perform throughout all Benton County locations for small projects costing less than $10,000; and

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

WHEREAS, the prices for said services is in accordance to the agreement and Apollo Sheet Metal, Inc. price rate attached hereto for an accumulative contract amount not to exceed $20,000 including WSST; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Apollo Sheet Metal, Inc. the blanket service agreement for "as needed" services for all Benton County locations.

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

BE IT FURTHER RESOLVED the term of the attached contract begins January 1, 2009 and terminates December 31, 2009.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Lisa Small
cc: Facilities; Auditor; R. Ozuna; Apollo Sheet Metal

Small

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **APOLLO SHEET METAL, INC.** a Washington Corporation with its principal offices at 1201 West Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

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

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2009 and shall expire on December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" general maintenance repair services under the following categories for all Benton County work sites:

   Plumbing and pipefitting
   Sheet metal
   HVAC

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:
Scott Hagensicker
1201 W. Columbia Dr.
Kennewick, WA 99336
Phone 509-586-1104
Fax 509-582-6590

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

5. COMPENSATION

The CONTRACTOR shall be paid for general maintenance repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed twenty thousand dollars and zero cents ($20,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the general maintenance repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

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

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

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

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

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

9. INSURANCE

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

a. Workers Compensation: CONTRACTOR shall comply with all

Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR also shall procure and maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident and/or one million dollars ($1,000,000) each employee for bodily injury by disease.

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

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

d. Other Insurance Provisions:

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

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

automobile liability policy.

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

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

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

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

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

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

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

policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

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

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

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

Risk Manager
Benton County Risk Management Dept.
7122 W. Okanogan Place
Kennewick, WA 99336

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

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to COUNTY. If requested by

COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

10. PERFORMANCE BOND

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

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

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

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

BENTON COUNTY	**Apollo Sheet Metal Inc.**
_____	_____
Benton County Board of Commissioners	**Scott Hagensicker**
Dated: _____	Dated: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

Exhibit A

No ... here is the current, same as last year.
Where does the current service & maintenance contract stand? Steve had mentioned it might have to go out to bid?
Let me know.

Classification	Hourly Rate
Plumber/Pipe fitter	$85.00
Plumber/Pipe fitter Foreman	$93.50
Sheet metal	$80.00
Sheet metal Foreman	$88.00
HVAC Controls	$90.00
HVAC Service	$85.00
Overtime Rates	1.5 X Hourly
Sunday/Holiday rates	2 X Hourly

Thanks,

Scott Hagensicker
Apollo Sheet Metal
Commercial HVAC
Project Manager
Ph: 509-586-1104 Ext: 223
Cell: 509-727-7815 **Fax:** 509-582-6590

Apollo ....Building People Who Build Great Things

AGENDA ITEM ==========	TYPE OF ACTION NEEDED ==========	
Meeting Date: November 24, 2008 Subject: Roto-Rooter Blanket Contract Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract xxx Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

K

SUMMARY & BACKGROUND INFORMATION

Per the State Auditors request, a contract should be in place for any work performed for Benton County. Benton County needs professional plumbing services from time to time and it usually is an emergency situation. In order to be in compliance with the State Auditors request, we are seeking blanket contracts for "as needed" plumbing services. This will allow the Facilities Manager to move forward with services without seeking a contract for each job.

FISCAL IMPACT

Refer to the Compensation section of the contract for the rates

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A 2009 BLANKET PUBLIC WORKS CONTRACT FOR PLUMBING SERVICES WITH STRAIGHT-FLUSH INC. DOING BUSINESS AS ROTO-ROOTER SEWER SERVICE FOR BENTON COUNTY FACILITIES

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

WHEREAS, Facilities personnel solicits Roto-Rooter for various plumbing projects; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Roto-Rooter, Kennewick, WA to be put in place for "as needed" plumbing services and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than $10,000; and

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

WHEREAS, the prices for said services is in accordance to the agreement and Roto-Rooter's price rate attached hereto for an accumulative contract amount not to exceed $10,000 including WSST; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Roto-Rooter the blanket service contract for "as needed" services throughout Benton County facilities.

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the public works contract attached hereto.

BE IT FURTHER RESOLVED the term of the attached contract begins January 1, 2009 and terminates December 31, 2009.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Sheriffs Office
cc: Facilities; Auditor; R. Ozuna; Roto-Rooter

Mercer

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Straight-Flush Inc., a corporation authorized to do business in the State of Washington, doing business as Roto-Rooter Sewer Service, with its principal offices at RT 4 Box 4000-D, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. Exhibit A - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2009 and shall expire on December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide "as needed" plumbing services for all Benton County locations in accordance with the CONTRACTORS price rates. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for plumbing services shall be initiated by the COUNTY

representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

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

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

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:

Larry Lowry
801 S. Clodfelter Rd.
Kennewick, WA 99336
Phone 509-783-7311
Fax 509-943-3502

b. For COUNTY:

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

5. COMPENSATION

The CONTRACTOR shall be paid for "as needed" plumbing services in accordance with the following price rates.

$115.75 per hour labor, regular hours 8:00am - 4:30pm
$173.63 per hour labor, overtime 4:30pm - 8:00pm
$231.50 per hour labor, overtime 8:00pm - 8:00am

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

6. INVOICING

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

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

7. **AMENDMENTS AND CHANGES IN WORK**

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

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

8. **HOLD HARMLESS AND INDEMNIFICATION**

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

or agents.

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

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

9. INSURANCE

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

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

b. Commercial General Liability Insurance: CONTRACTOR shall

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

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

d. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be

canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

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

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

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

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

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

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to

retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor &

Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedules contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return

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

18. **SEVERABILITY**

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

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

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

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

Date:_____

Benton County

_____
Chairman

Approved as to Form

_____
Eric Hsu, Deputy Prosecuting Attorney

Date:_____

Straight-Flush Inc.

_____
Signature

_____
Larry Lowry
Title:

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08	Execute Contract	Consent Agenda X
Subject: Oxarc, Inc.	Pass Resolution X	Public Hearing
	Pass Ordinance	
Prepared by: jcm/dgg	Pass Motion	1st Discussion
Reviewed by: lsk	Board Direction	2nd Discussion
		Workshop

BACKGROUND INFORMATION

Per Resolution 08-690 dated August 4, 2008, a service contract was entered into with Oxarc, Inc. for fire extinguisher service and recharging. This contract will expire December 31, 2008 with an option to extend an additional two (2) years. The Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services that have been provided by Oxarc, Inc. and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the service contract and recommend approving the contract with Oxarc, Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A SERVICE CONTRACT BETWEEN BENTON COUNTY AND OXARC, INC. AT THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-690 dated August 4, 2008, the Board of Benton County Commissioners entered into a service contract with Oxarc, Inc., Pasco, WA – Contractors License No. OXARCI*020QE in the amount $4,000.00 excluding WSST for fire extinguisher service and recharging at the Benton County Fairgrounds; and

WHEREAS, said contract expires December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services Oxarc, Inc. has provided and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the service contract with Oxarc, Inc., and to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

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

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

Originals: Fairgrounds; Oxarc, Inc.
cc: Auditor; R. Ozuna; File

CONTRACT FOR SERVICES
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 **Oxarc, Inc.** a corporation organized under the laws of the State of Washington, with it principal address at **716 S. Oregon St., 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 this reference

Exhibit "A" - Contractor's Proposal
Exhibit "B" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of fire extinguisher service and recharging.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Mark Caprye, Fire Division Manager
Oxarc, Inc.
716 S. Oregon St.
Pasco, WA 99301
(509) 727-8037 Phone
(509) 547-3103 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

Each party must have a contract representative at all times this contract is in force. 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 three thousand dollars and zero cents ($3,000.00) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed four thousand dollars and zero cents,($4,000.00)not 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. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.

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

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 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.

10. **INSURANCE**

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

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

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

representative prior to start of work.

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

d. Other Insurance Provisions:

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

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

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

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

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

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

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

8) The CONTRACTOR shall maintain all required policies in

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

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

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

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

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:

Melina Wenner
Benton County Risk Manager
7122 W Okanogan Pl

Kennewick, WA 99336

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that if the contract amount is in the amount of $35,000 or less, CONTRACTOR may elect, in lieu of the bond and pursuant to RCW 39.02.010, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

12. TERMINATION

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

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the

CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

13. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

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

Claude Oliver, Chairman
Benton County Commissioner

Dated: _____

Oxarc, Inc.

Mark Caprye, Fire Division Manager local manager

Dated: 11-5-08

Approved as to Form:

Deputy Prosecuting Attorney

FIRE EQUIPMENT -
SALES/SERVICE/TRAINING
SUPPRESSION SYSTEMS
FIRST AID SUPPLIES
BACK FLOW & HYDRANT
CABINETS/HOSE/FITTINGS
ALARMS/CLEAN AGENTS

OXARC FIRE DIVISION

OXARC1*020QE Licensed, Bonded, Insured
Washington, Idaho, Oregon

WELDING PRODUCTS
INDUSTRIAL SUPPLIES
BEVERAGE SYSTEMS
SAFETY PRODUCTS
SPECIALTY GASES
INDUSTRIAL GASES
MEDICAL GASES

QUOTATION

TO:

ATTN: Jeff McKenzie
Company: Benton County Fairgrounds
Fax: 1500 S. Oak St. Kennewick, WA 99336
Phone: 509-586-9211 #200 Fax: 509-582-1894

FROM:

Date: October 22, 2008
Fire Tech: Tom Roueche troueche@oxarc.com
Phone: 509-727-8037 Fax: 509-547-3103
Branch Location: Pasco Sheet 1 of 1

WE PROPOSE TO FURNISH THE FOLLOWING:

Prices good for days from date of Quote

Quantity	Part Number	Description	Unit Price	Total Price
	SC100	Fire Extinguisher Service Call		$29.95
	FS100	Fire Extinguisher Annual Maintenance	$5.50 ea	
	RE2	2.5# Recharge	$9.50 ea	
	RE5	5# Recharge	$14.50 ea	
	RE10	10# Recharge	$24.50 ea	
	RE20	20# Recharge	$34.50 ea	
	FXHYDRO	Fire Extinguisher hydrostatic test	$14.50 ea	
		Valve Seals	$2.00 ea	
		Valve Stems	$5.00 ea	
	BTS	Tamper Seals	$ .45 ea	
		Verification Collar	$1.10 ea	
	FELABOR	Fire Extinguisher Labor-Regular business hours 7:00am-5:00pm	$85.00 ea	
	AHFELABOR	Fire Extinguisher Labor-After hours	$127.50 ea	
	FSS100	Semi Annual maintenance of Suppression System	$89.50 ea	
	77695	Nozzle Cap	$ 2.00 ea	
	G450K	450 degree Fusible Link	$ 9.00 ea	

TERMS: **NET 30 DAYS**

Thank you for your interest in the products we distribute.

Comments:

SERVING YOUR AREA...

Boise, Idaho	*(208) 376-0377*	*Coeur d'Alene, Idaho*	*(208) 765-3311*	*Colville, Washington*	*(509) 684-3776*
Ellensburg, Washington	*(509) 925-1518*	*Hermiston, Oregon*	*(541) 567-7377*	*La Grande, Oregon*	*(541) 663-9416*
Lewiston, Idaho	*(208) 743-6571*	*Moses Lake, Washington*	*(509) 765-9247*	*Nampa, Idaho*	*(208) 442-8910*
Okanogan, Washington	*(509) 826-3205*	*Pasco, Washington*	*(509) 547-2494*	*Spokane, Washington*	*(509) 535-7794*
Walla Walla, Washington	*(509) 529-3060*	*Wenatchee, Washington*	*(509) 662-8417*	*Yakima, Washington*	*(509) 248-0827*

www.oxarc.com

FIRE EQUIPMENT -
SALES/SERVICE/TRAINING
SUPPRESSION SYSTEMS
FIRST AID SUPPLIES
BACK FLOW & HYDRANT
CABINETS/HOSE/FITTINGS
ALARMS/CLEAN AGENTS

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WELDING PRODUCTS
INDUSTRIAL SUPPLIES
BEVERAGE SYSTEMS
SAFETY PRODUCTS
SPECIALTY GASES
INDUSTRIAL GASES
MEDICAL GASES

QUOTATION

TO:

ATTN: Jeff McKenzie
Company: Benton County Fairgrounds
Fax: 1500 S. Oak St. Kennewick, WA 99336
Phone: 509-586-9211 #200 Fax: 509-582-1894

FROM:

Date: October 22, 2008
Fire Tech: Tom Roueche troueche@oxarc.com
Phone: 509-727-8037 Fax: 509-547-3103
Branch Location: Pasco Sheet 1 of _1_

WE PROPOSE TO FURNISH THE FOLLOWING:

Prices good for ___ days from date of Quote

Quantity	Part Number	Description	Unit Price	Total Price
		Fire extinguisher service, Fire system service and recharging of extinguishers for 2009 not to exceed $3000.00		

TERMS: **NET 30 DAYS**

Thank you for your interest in the products we distribute.

Comments:

SERVING YOUR AREA...

Boise, Idaho	*(208) 376-0377*	*Coeur d'Alene, Idaho*	*(208) 765-3311*	*Colville, Washington*	*(509) 684-3776*
Ellensburg, Washington	*(509) 925-1518*	*Hermiston, Oregon*	*(541) 567-7377*	*La Grande, Oregon*	*(541) 663-9416*
Lewiston, Idaho	*(208) 743-6571*	*Moses Lake, Washington*	*(509) 765-9247*	*Nampa, Idaho*	*(208) 442-8910*
Okanogan, Washington	*(509) 826-3205*	*Pasco, Washington*	*(509) 547-2494*	*Spokane, Washington*	*(509) 535-7794*
Walla Walla, Washington	*(509) 529-3060*	*Wenatchee, Washington*	*(509) 662-8417*	*Yakima, Washington*	*(509) 248-0827*

www.oxarc.com

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08 Subject: Commercial Tire Inc. Prepared by: jcm/dgg Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Per Resolution 08-737 dated September 2, 2008, a blanket service contract was entered into with Commercial Tire Inc. for "as needed" tire repair and replacement. This contract will expire December 31, 2008 with an option to extend an additional two (2) years. The Deputy County Administrator and the Fairgrounds Maintenance Supervisor wish to extend the contract with Commercial Tire Inc. for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Commercial Tire Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE CONTRACT BETWEEN BENTON COUNTY AND COMMERCIAL TIRE INC. FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-737 dated September 2, 2008, the Board of Benton County Commissioners entered into a blanket service contract with Commercial Tire Inc., Pasco, WA in the amount $10,000.00 including WSST for "as needed" tire repair and replacement at the Benton County Fairgrounds; and

WHEREAS, said contract expired December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor wish to extend the contract with Commercial Tire Inc. for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the blanket service contract with Commercial Tire Inc., and to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

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

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

Originals: Fairgrounds; Commercial Tire Inc.
cc: Auditor; R. Ozuna; File

BLANKET SERVICE CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Commercial Tire Inc.** with its principal offices at **306 S Oregon Ave., Pasco, WA 99302** (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the following document:

a. Exhibit A - Contractor's Proposal

2. **DURATION OF CONTRACT**

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

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" tire repair and replacement for vehicle and heavy equipment located at the Benton County Fairgrounds in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. Individual jobs or work orders for tire repair and replacement shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

b. The COUNTY does not guarantee utilization of this contract.

The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Brian Reams, Sales Representative
Commercial Tire Inc.
306 S Oregon Ave
Pasco, WA 99301
(509) 547-4663 Phone
(509) 547-3306 Fax

b. For COUNTY:

Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 736-3080 Phone
(509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for tire repair and replacement in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents ($10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the tire repair and replacement portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above.

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

9. **INSURANCE**

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

a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. Additionally, CONTRACTOR shall procure and maintain employer's liability coverage providing up to $1 million in coverage for injuries or death by accidental means and for disease suffered by employees.

b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject

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

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

d. Other Insurance Provisions:

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

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

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

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

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

liability.

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

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

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

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

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

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

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

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

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

10. PERFORMANCE BOND

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

COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance

and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

effective on the last date signed.

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

BENTON COUNTY

Claude Oliver, Chairman
Benton County Commissioner

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney

Commercial Tire Inc.

Brian Reams, Sales Representative

Dated: 5 Nov 08

MEDIUM TRUCK

MEDIUM TRUCK

(7.50 - 11.00 cross-section or 245 - 315 LP cross-section and 215/75R17.5 and up.
Wide base size are listed separately below).

Mount Only Truck *(Mount tire onto wheel)*	TRK21	$12.00
Mount Only Super Single	SS21	$14.00
Dismount Only Truck *(Dismount tire off wheel)*	TRK20	$11.00
Dismount Only Super Single	SS20	$13.50
Mount & Dismount Truck *(Mount tire onto rims or wheel, dismount tire off rim or wheel)*	TRK05	$22.00
Mount & Dismount Super Single	SS05	$27.00
Truck Tire Flat Repair *(Demount tire from rim or wheel, repair includes standard patch, mount tire onto rim or wheel)*	TRK01	$26.00
Super Single Flat Repair *(Demount tire from rim or wheel, repair includes standard patch, mount tire onto rim or wheel)*	SS01	$36.00
Drive Tire Rotation	TRK10	$76.00
Wheel Switch Truck *(Remove and replace tire/ wheel assembly to/from vehicle)*	TRK08	$9.50
Wheel Switch Truck Super Single *(Remove and replace tire/ wheel assembly to/from vehicle)*	SS08	$14.00
Wheel Balance Truck *(Including weights)*	TRK12	$28.95
Wheel Balance Super Single *(Including weights)*	SS12	$34.95
Truck Tire Siping *(NEW)*	TRK15	$27.00
Truck Tire Siping *(USED)*	U15	$30.00

TRACTOR - OTR - ATV

Tractor Flat per Cross Section	TRA01	$4.95
Tractor Flat with Fluid per Cross Section	TRA01F	$5.50
Calcium Transfer *(per gallon)*	CALTRF	$1.50
Additional/ New Calcium Chloride *(per gallon)*	CALADD	$2.25
Grader Flat Repair *(thru 1400)*	G01	$48.00
OTR Flat Repair *(1500 up)* per inch	OTR01	$4.25
OTR labor hour 26.5 & Down	OTR265DWN	$75.00
OTR labor hour 29.5 & Up	OTR295UP	$120.00
Hyster / ATV Flat Repair	HA01	$19.00
ATV Repair per plug	ATVPR	$9.00
Tractor/Trailer Air Check	TAC	$15.00
Tire Branding	TB	$4.25

SERVICE PRICING

SERVICE PRICING

Description	ITEM #	PRICE
Safety Inspection	SI	$0.00
Extra Step Warranty-Rotation	ESWR	$0.00
Extra Step Warranty-Flat Repair	ESWF	$0.00
Passenger Flat Repair	P01	$12.00
Light Truck Flat Repair	LT01	$14.00
Split Rim Flat Repair	SPLIT01	$25.00
Mt & Dsmt Passenger	P05	$6.50
Mt & Dsmt Light Truck	LT05	$9.50
Wheel Switch Passenger	P08	$3.75
Wheel Switch Light Truck	LT08	$7.00
Tire Rotation Passenger	P10	$14.00
Tire Rotation Light Truck	LT10	$18.50
Wheel Balance Passenger	P12	$11.50
Wheel Balance Light Truck	LT12	$13.50
Road Force Wheel Balance	RF12	$20.00
Siping Passenger Pass/ LT	P15	$14.00
SNOW TIRE LABOR		
Tire Studding Passenger	P31	$12.95
Tire Studding Light Truck	LT31	$15.95
Snow Tire Change Over Passenger	P30	$24.95
Snow Tire Change Over Light Truck	LT30	$27.95
Drill & Stud Light Truck	DSLT	$29.95
Snow Wheel Bolt On	SWBO	$2.50
Tire Storage	STS	$5.00
VALVE STEMS		
Chrome Valve Stem	CVS	$5.95
Rubber Valve Stem	RVS	$4.95
Light Truck Steel Valve Stem	LTSV	$6.95
Rebuilt Valve Stem	RBVS	$4.95
Steel Valve Stem Truck	SVST	$8.95
Aluminum Valve Stem	AVST	$10.95
WASTE TIRE FEES		
Passenger Disposal Fee	PDF	$3.50
Light Truck Disposal Fee	LTDF	$4.50
Truck Tire Disposal Fee	TRKDF	$8.50
Tractor/OTR Disposal Fee *(Price based on size)*	OTRDF	N/A
REPAIRS		
PN-1 / PN-2 / PN-3 Repair	PN123	$7.75
PN-4 / Radial 110 Repair	PN4110	$8.50
PN-5 / Radial 120 Repair	PN5120	$9.95
PN-6 / PN-15 Repair	PN615	$12.50
PN-7 / PH-16 Repair	PN716	$15.55
PN-8 Repair	PN8	$17.50

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08 Subject: Doyle Electric Inc. Prepared by: jcm/dgg Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Per Resolution 08-608 dated June 16, 2008, a blanket service contract was entered into with Doyle Electric Inc. for "as needed" electrical repair services. This contract will expire December 31, 2008 with an option to extend an additional two (2) years. The Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services that have been provided by Doyle Electric Inc. and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Doyle Electric Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE CONTRACT BETWEEN BENTON COUNTY AND DOYLE ELECTRIC INC. FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-608 dated June 16, 2008, the Board of Benton County Commissioners entered into a blanket service contract with Doyle Electric Inc., Pasco, WA – Contractors License No. DOYLEEI277LC in the amount $10,000.00 including WSST for "as needed" electrical repair services at the Benton County Fairgrounds; and

WHEREAS, said contract expired December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services Doyle Electric Inc. has provided and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the blanket service contract with Doyle Electric Inc., and to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

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

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

Originals: Fairgrounds; Doyle Electric Inc.
cc: Auditor; R. Ozuna; File

BLANKET SERVICE CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY,** a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Doyle Electric Inc.,** a Washington Corporation, with its principal offices at **3416 N Swallow Ave., 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 the following documents:

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" electrical maintenance and repair services for Benton County Fairgrounds in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for

any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for electrical maintenance and repair services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Barry McEachen, Mánager
Doyle Electric Inc.
3416 N Swallow Ave.
Pasco, WA 99301
(509) 542-8099 Phone
(509) 542-8143 Fax

b. For COUNTY:

Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 736-3080 Phone
(509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for electrical maintenance and repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the

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

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for

the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or

CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

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

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

9. INSURANCE

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

a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily

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

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

d. Other Insurance Provisions:

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

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

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

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

5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability.

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

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

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

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be

altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

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

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

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

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

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

10. PERFORMANCE BOND

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

the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may

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

18. SEVERABILITY

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

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

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

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

BENTON COUNTY	**Doyle Electric Inc.**
_____	_____
Claude Oliver, Chairman **Benton County Commissioner**	**Barry McEachen** **Manager**
Dated: _____	Dated: 11-5-08

Approved as to Form:

_____
Deputy Prosecuting Attorney

Doyle ELECTRIC Inc.
Serving our customers since 1972
and
Ron's Pump & Motor
A Division of Doyle Electric, Inc.

"We care about your safety"

RATES FOR HOURLY CONTRACT WORK PERFORMED IN 2008 AS NOTED BELOW:

PLUMBERS & PIPEFITTERS:			
	JOURNEYMAN	$	85.00
	TRAINEE	$	75.00
	MAN W/TRUCK	$	95.00
	TWO MEN W/TRUCK	$	170.00
ELECTRICIANS:			
	JOURNEYMAN	$	75.00
	TRAINEE	$	65.00
WELDERS:			
	JOURNEYMAN	$	80.00

NOTE: RATES ARE FOR SERVICE, AND/OR REPAIR WORK PERFORMED IN THE ABOVE CAPACITIES.

STANDARD RATES FOR NON-PREVAILING WAGE WORK ARE AS FOLLOWS:

ELECTRICIANS:			
	JOURNEYMAN	$	65.00
	TRAINEE	$	55.00

3416 N Swallow Ave. • Pasco, WA 99301 • Office: (509) 542-8099 • Fax (509) 542-8143
http://www.doyleelectric.com • Email: tricities@doyleelectric.com
WA#DOYLEEI277CL • OR CCB #0019588

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08 Subject: Riggle Plumbing Inc. Prepared by: jcm/dgg Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Per Resolution 08-691 dated August 4, 2008, a blanket service contract was entered into with Riggle Plumbing Inc. for "as needed" plumbing services. This contract will expire December 31, 2008 with an option to extend an additional two (2) years. The Deputy County Administrator and the Fairgrounds Maintenance Supervisor wish to extend the contract with Riggle Plumbing Inc. for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Riggle Plumbing Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE CONTRACT BETWEEN BENTON COUNTY AND RIGGLE PLUMBING INC. FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-691 dated August 4, 2008, the Board of Benton County Commissioners entered into a blanket service contract with Riggle Plumbing Inc., Kennewick, WA in the amount $10,000.00 including WSST for "as needed" plumbing services at the Benton County Fairgrounds; and

WHEREAS, said contact expired December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor wish to extend the contract with Riggle Plumbing Inc. for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the blanket service contract with Riggle Plumbing Inc.

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

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

Originals: Fairgrounds; Riggle Plumbing Inc.
cc: Auditor; R. Ozuna; File

BLANKET SERVICE CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Riggle Plumbing Inc.** with its principal offices at **6508 W Deschutes Ave., Kennewick, WA 99336** hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the following documents

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

2. **DURATION OF CONTRACT**

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

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" plumbing services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for

any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for plumbing services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Tyrone Riggle, President
6508 W Deschutes Ave.
Kennewick, WA 99336
(509) 735-3916 Phone
(509) 735-1136 Fax

b. For COUNTY:

Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 736-3080 Phone
(509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for plumbing repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents ($10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do

work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the plumbing services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the

remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. **AMENDMENTS AND CHANGES IN WORK**

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

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

8. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the

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

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

9. INSURANCE

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

a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. Additionally, CONTRACTOR shall procure and maintain employer's liability coverage providing up to $1 million in coverage for injuries or death by accidental means and for disease suffered by employees.

b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars ($2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or

materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

d. Other Insurance Provisions:

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

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

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

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

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

6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the

insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

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

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

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

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

11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S

Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

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

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

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

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

10. PERFORMANCE BOND

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

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

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

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

BENTON COUNTY

Claude Oliver, Chairman
Benton County Commissioner

Dated: _____

Riggle Plumbing Inc.

Tyrone Riggle

Tyrone Riggle, President

Dated: December 5 2008

Approved as to Form:

Deputy Prosecuting Attorney

Riggle Plumbing, Inc.
6508 W. Deschutes Ave.
Kennewick, WA 99336

(509)735-3916 Office
(509)735-1136 Fax

PROPOSAL

DATE	PROPOSAL #
10/21/2008	4623

NAME / ADDRESS
Benton County Fairgrounds Attn: Jeff McKenzie 1500 S. Oak Kennewick, WA 99336

PHONE NUMBER	(509)586-9211 X1200
JOB NAME/LOCATION	
2009 Plumbing Contract	
FAX NUMBER	(509)582-1894

Riggle Plumbing, Inc. proposes to perform the following scope of work. The customer is not obligated to have the proposed scope of work performed and Riggle Plumbing, Inc. is not obligated to perform the following scope of work until a contract is executed.

DESCRIPTION

Riggle Plumbing, Inc. would like to be considered for plumbing services for the 2009 calendar year.

The following is a list of hourly wages for a Journeyman Plumber;

Regular Hours: (7:00 AM to 3:30 PM Monday - Friday) $122.02 per hour
Overtime Hours: (3:30 PM to 11:00 PM Monday - Friday) $183.03 per hour
Doubletime Hours: (11:00 PM to 7:00 AM Monday - Friday) $244.04 per hour
Overtime Hours: (7:00 AM to 3:30 PM Saturday) $183.03 per hour
Doubletime Hours: (After 3:30 PM Saturday to Monday Morning) $244.04
Doubletime Hours: (Sunday & Holidays) $244.04 per hour

All price are labor only. Materials, taxes & permits are not included.
Sales Tax

Estimate: $ $0.00 . The Customer is not obligated to pay the estimated cost of the work and Riggle Plumbing, Inc. is not bound to perform the work for the estimated price until a contract is executed.

All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 3 days

AUTHORIZED SIGNATURE Lyndon Riggle (Kjc)

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08 Subject: Power City Electric, Inc. Prepared by: jcm/dgg Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

P

BACKGROUND INFORMATION

Per Resolution 08-609 dated June 16, 2008, a blanket service contract was entered into with Power City Electric, Inc. for "as needed" electrical services. This contract will expire December 31, 2008 with an option to extend an additional two (2) years. The Deputy County Administrator and the Fairgrounds Maintenance Supervisor wish to extend the contract with Power City Electric, Inc. for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Power City Electric, Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE CONTRACT BETWEEN BENTON COUNTY AND POWER CITY ELECTRIC, INC. FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-609 dated June 16, 2008, the Board of Benton County Commissioners entered into a blanket service contract with Power City Electric, Pasco, WA – Contractors License No. POWERCE994BA in the amount $10,000 including WSST for "as needed" electrical repair services at the Benton County Fairgrounds; and

WHEREAS, said contract expired December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor wish to extend the contract with Power City Electric, Inc. for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the blanket service contract with Power City Electric, Inc.

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

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

Originals: Fairgrounds; Power City Electric, Inc.
cc: Auditor; R. Ozuna; File

BLANKET SERVICE 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 **Power City Electric, Inc.**, a Washington Corporation, with its principal offices at **639 Fairchild St., Pasco, WA 99302**, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" electrical maintenance and repair services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and

any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for electrical maintenance and repair services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Ronald Mitchell, Service Manager
Power City Electric, Inc.
639 Fairchild St.
Pasco, WA 99302
509) 547-9525 Phone
509) 547-3711 Fax

b. For COUNTY:

Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
509) 736-3080 Phone
509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for electrical maintenance and repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand

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

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress

payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. **AMENDMENTS AND CHANGES IN WORK**

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

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

8. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

9. INSURANCE

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

a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

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

dollars ($2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

d. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

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

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

10. PERFORMANCE BOND

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

needed" projects.

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. **SEVERABILITY**

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

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

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

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

BENTON COUNTY

Claude Oliver, Chairman
Benton County Commissioner

Dated: _____

Power City Electric, Inc.

Ronald Mitchell
Service Manager

Dated: 11/5/08

Approved as to Form:

Deputy Prosecuting Attorney

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08 Subject: Cut Above Incorporated Prepared by: jcm/dgg Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

8.

BACKGROUND INFORMATION

Per Resolution 08-365 dated March 10, 2008, a service contract was entered into with Cut Above Incorporated for grounds maintenance spraying services. This contract will expire December 31, 2008 with an option to extend an additional two (2) years. Cut Above Incorporated has submitted a 2009 quote for $20,252.10.

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services that have been provided by Cut Above Incorporated and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the service contract and recommend approving the contract with Cut Above Incorporated.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A SERVICE CONTRACT BETWEEN BENTON COUNTY AND CUT ABOVE INCORPORATED FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-365 dated March 10, 2008, the Board of Benton County Commissioners entered into a service contract with Cut Above Incorporated, Kennewick, WA – Contractors License No. CUTABAI934LK in the amount $18,411.00 including WSST for grounds maintenance spraying services located at the Benton County Fairgrounds; and

WHEREAS, said contract expired December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, Cut Above Incorporated has submitted a 2009 quote for $20,252.10 including WSST; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services Cut Above Incorporated has provided and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the service contract with Cut Above Incorporated, increasing the contract amount to $20,252.10 including WSST with an amount not to exceed $21,000.00 without WSST for acceptable overages, incidentals and other unanticipated costs, and a termination date of December 31, 2009.

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

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

Originals: Fairgrounds; Cut Above Incorporated
cc: Auditor; R. Ozuna; File

CONTRACT FOR SERVICES
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 **CUT ABOVE INCORPORATED,** a corporation organized under the laws of the State of Washington, with it principal address at **PO Box 672, Kennewick, WA 99336** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference:

Exhibit "A" - Contractor's Proposal
Exhibit "B" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of annual fire sprinkler testing and inspection for Building #2 at Benton County Fairgrounds.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Paul Riedinger, Owner
Cut Above Incorporated
PO Box 6722
Kennewick, WA 99336
(509) 627-6693 Phone
(509) 582-6590 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

Each party must have a contract representative at all times this contract is in force. 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 twenty thousand two hundred fifty two dollars and ten cents ($20,252.10) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed twenty one thousand dollars and zero cents, ($21,000.00) not 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. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.

b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all

claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.

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 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.

10. **INSURANCE**

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

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

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

including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

d. Other Insurance Provisions:

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

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

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

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

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

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

7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication

of exposure nor are they limitations on indemnification.

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

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

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

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

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:

Loretta Smith Kelty, Contract Manager

Benton County Commissioners

PO Box 190

Prosser, WA 99350

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that if the contract amount is in the amount of $35,000 or less, CONTRACTOR may elect, in lieu of the bond and pursuant to RCW 39.02.010, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

12. TERMINATION

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

limit the rights of the COUNTY pursuant to this agreement or by law.

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

13. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

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	**CUT ABOVE INCORPORATED**
Claude Oliver, Chairman	**Paul Riedinger, Owner**
Benton County Commissioner	
Dated:	Dated: 11/5/08

Approved as to Form:

Deputy Prosecuting Attorney

P.O. BOX 6722 , KENN., WA. 99336-0640 (509) 627-6693

BID PROPOSAL CONTRACT FOR: **Benton County Fairgrounds**
1500 S. Oak
Kennewick, Wa. 99337

ITEM :	*PER :*	*YEARLY :*
1.) Mowing : *(Average 32 Mows)*		
2.) Lawn Maintenance:		
Weed Control & Fertilization	(2 Applications)	$ 5,720.00
3.) Weed Control Shrub Beds		
4.) Lawn Aeration		
5.) Bare Ground Treatment		$ 8,250.00
6.) Exterior Spider Control	(15 Buildings)	$ 2,640.00
7.) Fly Control	(3 Buildings)	$ 2,090.00
8.) Irrigation Winterization		
9.) Clean ups -Spring & Fall		
10.) Tree & Shrub Pruning		
11.) Tree & Shrub Pest Control		

Sub Total : $ 18,700.00

Sales Tax 8.3% : $ 1,552.10

Total : $ 20,252.10

2.) Lawn Maintenance: Consists of Broadleaf weed control, Pre-Emergent applications

5.) Bare Ground : Combination Treatment consisting of Pendulum, Round up , & Casseron.
Spot Spray follow-ups once a month or per Fairgrounds request, to help maintain a weed free environment.

6.) Exterior spider control: Entire coverage of outside of buildings to control infestation of spiders and Insects

7.) Fly Control : Done prior to Fair Opening as requested , Spray to be applied both inside and outside of buildings before chips are spread for fair opening .
This also includes totes and dumpsters sprayed as outlined in project scope.
Arrangements to be made with officials on exact time before application is to be applied.

This contract shall run from February 1 st, 2009 through August 31st 2009.

10/22/08

Authorized Signature *Date*
Benton County Fairgrounds

Authorized Signature *Date*
Cut Above Lawn Care

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08 Subject: Cascade Fire Protection Co. Prepared by: jcm/dgg Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Per Resolution 08-676 dated July 28, 2008, a service contract was entered into with Cascade Fire Protection Co. for annual fire sprinkler testing and inspection. This contract will expire December 31, 2008 with an option to extend an additional two (2) years.

Cascade Fire Protection has submitted a 2009 quote for $660.00 that includes annual fire sprinkler testing and inspection and backflow testing for domestic water systems.

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor would like to recommend adding backflow testing for domestic water systems to the Cascade Fire Protection service contract. In addition, they also wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the service contract and recommend approving the contract with Cascade Fire Protection Co.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A SERVICE CONTRACT BETWEEN BENTON COUNTY AND CASCADE FIRE PROTECTION CO. FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-676 dated July 28, 2008, the Board of Benton County Commissioners entered into a service contract with Cascade Fire Protection Co., Kennewick, WA – Contractors License No. CASCAFP203MW in the amount $1,000.00 excluding WSST for annual fire sprinkler testing and inspection at the Benton County Fairgrounds; and

WHEREAS, said contract expired December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, Cascade Protection Co. has submitted a 2009 quote for $660.00 that includes annual fire sprinkler testing and inspection and backflow testing for domestic water systems; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services Cascade Fire Protection Co. has provided and recommend adding backflow testing for domestic water systems and extending the contract for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the service contract with Cascade Fire Protection Co., increasing the contract amount to $660.00 with an amount not to exceed $1,500.00 for acceptable overages, incidentals and other unanticipated costs, addition of backflow testing and a termination date of December 31, 2009.

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

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

Originals: Fairgrounds; Cascade Fire Protection Co.
cc: Auditor; R. Ozuna; File

CONTRACT FOR SERVICES
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 **CASCADE FIRE PROTECTION CO.** a corporation organized under the laws of the State of Washington, with it principal address at **5104 W BRINKLEY ROAD, KENNEWICK, WA 99338** (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 are incorporated herein by this reference:

Exhibit "A" - Contractor's Proposal
Exhibit "B" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of annual fire sprinkler testing and inspection for Building #2 and backflow testing of domestic water systems at the Benton County Fairgrounds. This will include all necessary equipment and supplies to complete the services, all in accordance with Exhibit A attached hereto.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Kevin O'Brien, Inspection Manager
Cascade Fire Protection Co.
5104 West Brinkley Road
Kennewick, WA 99338
(509) 783-9773
(509) 783-4403 (Fax)

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

Each party must have a contract representative at all times this contract is in force. 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 six hundred sixty dollars and zero cents ($660.00) not including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed one thousand five hundred dollars and zero cents, ($1,500.00) not 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. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.

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

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 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.

10. **INSURANCE**

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

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

b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars ($2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled

except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

d. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

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

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

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:

Loretta Smith Kelty, Contract Manager

Benton County Commissioners

PO Box 190

Prosser, WA 99350

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that if the contract amount is in the amount of $35,000 or less, CONTRACTOR may elect, in lieu of the bond and pursuant to RCW 39.02.010, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

12. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that

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

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

13. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

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	**CASCADE FIRE PROTECTION CO.**
	Kevin O'Brien
Claude Oliver, Chairman	**Kevin O'Brien**
Benton County Commissioner	**Inspection Manager**
Dated:	Dated: 1-4-08

Approved as to Form:

Deputy Prosecuting Attorney

CASCADE FIRE PROTECTION CO.
5104 W. BRINKLEY ROAD
KENNEWICK, WA 99338
(509)-783-9773
FAX – (509)-783-4403

ANNUAL FIRE SPRINKLER TEST
INSPECTION AND TESTING CONTRACT
FOR 2009

SUBSCRIBER: **Benton-Franklin County Fairgrounds**
1500 S. Oak Street, Bldg. #20
Kennewick, WA 99336

Stevens
DATE: **January 1, 2009**

ATTN: **Jeff McKenzie,**
Maintenance Supervisor

CASCADE FIRE PROTECTION CO. agrees to perform Fire Sprinkler testing and inspection as required per NFPA #25 at location: **1500 South Oak Street (Arena #2 Building).**

On a/an Annual basis for the sum of **$220.00** to be paid by the subscriber within 30 days after completion.

Systems to be tested/inspected: **(1) 4" wet pipe "Shotgun" system at Arena Building #2.**

All work to be completed in a timely manner in accordance with NFPA standards and the local authority having jurisdiction. Any deviation from the above specified services involving extra material or labor will only be executed upon written approval from the subscriber and will become an extra charge over the sum of the contract.

Subscriber or contractor may cancel this contract with a 30 day written notice.

Contract will remain in effect without change for a period of **1 year** at which time the contract will be reviewed.

ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in this contract. We the subscriber agree to pay the amount mentioned in this contract according to the terms of this contract.

ACCEPTED BY: _____ TITLE: _____

DATE: _____

SUBMITTED BY: _____
Kevin O' Brien, Sr. Fire Systems Inspector

CASCADE FIRE PROTECTION CO.
5104 W. BRINKLEY ROAD
KENNEWICK, WA 99338
(509)-783-9773
FAX – (509)-783-4403

ANNUAL BACKFLOW ASSEMBLY TESTING CONTRACT FOR 2009

SUBSCRIBER: **Benton-Franklin County Fairgrounds**
1500 S. Oak Street, Bldg. #20
Kennewick, WA 99336

STARTING
DATE: **January 1, 2009**

ATTN: **Jeff McKenzie,**
Maintenance Supervisor

CASCADE FIRE PROTECTION CO. agrees to perform Backflow testing and inspection as required per NFPA #25 at location: **1500 South Oak Street.**

On a/an Annual basis for the sum of **$440.00** to be paid by the subscriber within 30 days after completion.

Systems to be tested/inspected: **Total of (8) Backflow Prevention Assemblies on fairground site, at $55.00 per assembly.**

All work to be completed in a timely manner in accordance with NFPA standards and the local authority having jurisdiction. Any deviation from the above specified services involving extra material or labor will only be executed upon written approval from the subscriber and will become an extra charge over the sum of the contract.

Subscriber or contractor may cancel this contract with a 30 day written notice.

Contract will remain in effect without change for a period of **1 year** at which time the contract will be reviewed.

ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in this contract. We the subscriber agree to pay the amount mentioned in this contract according to the terms of this contract.

ACCEPTED BY: _____ TITLE: _____

DATE: _____

SUBMITTED BY: Kevin O'Brien
Kevin O' Brien, Sr. Fire Systems Inspector

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 11/24/08 Subject: Sierra Electric Incorporated Prepared by: jcm/dgg Reviewed by: lsk	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

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BACKGROUND INFORMATION

Per Resolution 08-610 dated June 16, 2008, a blanket service contract was entered into with Sierra Electric Incorporated for "as needed" electrical repair services. This contract will expire December 31, 2008 with an option to extend an additional two (2) years. The Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services that have been provided by Sierra Electric Incorporated and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Sierra Electric Incorporated.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE CONTRACT BETWEEN BENTON COUNTY AND SIERRA ELECTRIC INCORPORATED FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 08-610 dated June 16, 2008, the Board of Benton County Commissioners entered into a blanket service contract with Sierra Electric Incorporated, Pasco, WA – Contractors License No. SIERRAEI021CZ in the amount $10,000.00 including WSST for "as needed" electrical repair services located at the Benton County Fairgrounds; and

WHEREAS, said contract expired December 31, 2008 with an option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor are satisfied with the services Sierra Electric Incorporated has provided and wish to extend the contract for an additional one (1) year with said contract expiring December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the blanket service contract with Sierra Electric Incorporated, and extends the contract for an additional one (1) year with said contract expiring December 31, 2009.

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

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

Originals: Fairgrounds; Sierra Electric Incorporated
cc: Auditor; R. Ozuna; File

BLANKET SERVICE CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Sierra Electric Incorporated**, a Washington Corporation, with its principal offices at 4120 Swallow Ave., Pasco, WA 99302, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" electrical maintenance and repair services for Benton County Fairgrounds in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for

any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for electrical maintenance and repair services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Mitch Murphy, President
Sierra Electric Incorporated
4120 Swallow Ave.
Pasco, WA 99302
509) 542-8682 Phone
509) 542-8684 Fax

b. For COUNTY:

Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
509) 736-3080 Phone
509) 786-5625 Fax

5. COMPENSATION

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

6. INVOICING

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

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

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

negligence of the COUNTY, its officers, officials, employees or agents.

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

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

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

9. INSURANCE

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

a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability,

commercial liability or commercial umbrella liability insurance.

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

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

d. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability

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

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

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

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

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

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

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to

retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that

such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedules contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

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

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

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

BENTON COUNTY

Claude Oliver, Chairman
Benton County Commissioner

Dated: _____

Sierra Electric Incorporated

Mitch Murphy
President

Dated: 11-9-08

Approved as to Form:

Deputy Prosecuting Attorney

SIERRA ELECTRIC, INC.

October 23, 2008

Benton County Fairgrounds
Benton County
1500 S. Oak Street, Bldg #20
Kennewick, WA 99337

Attention: Jeff McKenzie
Re: 2008 Electrical Service Contract Proposal

Dear Jeff:

As per your request, I am providing you with a quote as described in your letter dated 3-21-08. Attached is the required documentation and listed below is our rates for both regular business hours and after business hours. For any work requiring more then one electrician, I have listed a rate for an Apprentice Electrician as well. In addition, I am providing you with a quote for any material that might be required. If you have any questions or need additional information please contact our office at your convenience.

	RT	OT	DT
Journeyman Electrician	$ 65.00	$ 88.00	$ 112.00
Apprentice Electrician	$ 48.00	$ 64.00	$ 80.00

Material if Required — Invoice Cost plus 15%

RT Regular Time - Monday thru Friday 7:00am to 3:30pm
OT Overtime - 3:30pm to 5:30 pm Monday thru Friday and all day Saturday
DT Double Time - after 5:30 Monday thru Friday, holidays and Sundays

Sincerely,

Mitch Murphy
President

Cc: file

SIERRA ELECTRIC, INC.
4120 SWALLOW AVE. • P.O. BOX 2345 • PASCO, WA 99302 • PHONE (509) 542-8682 • FAX (509) 542-8684 • WA Lic. # SIERREI021CZ

BENTON COUNTY
ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment to do modifications to funding items in budget	☐ Execute Contract ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

The Department of Human Services has a current Standard Service Agreement with Community Action Committee (CAC) to provide Homeless and Housing Assistance. The CAC would like to modify some of the budget lines to more detail the services given and also revise the invoice to match.

RECOMMENDATION

☒ Sign the resolution to modify the budget items and revise the invoice that CAC will submit for payment.

☒

MOTION

To approve signing the Resolution to modify the budget items and revision of the invoice that CAC will submit for payment for providing homeless and housing assistance to clients of Benton Counties.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTION OF AN AMENDMENT TO THE STANDARD SERVICE AGREEMENT BETWEEN THE BENTON/FRANLIN COMMUNITY ACTION COMMITTEE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES REGARDING THE HOMELESS GRANT ASSISTANCE PROGRAM

WHEREAS, The Department of Human Services would like to amend the contract with Community Action Committee that administers the Homeless Grant Assistance Program by modifying the budget by moving funding from one line to another; and

WHEREAS, the maximum consideration of the funding remains 180,000.00

WHEREAS, the agreement is effective January 1, 2008 – December 31, 2008, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the Amendment to the Standard Service Agreement with Community Action Committee on behalf of the Board of Benton County Commissioners.

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

_____
Chair, Benton County Commissioners

_____
Chair Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Originals: Human Services, BC Commissioners

Carey

BENTON AND BENTON COUNTIES
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
PSA-NAMI-2008/09 with the National Alliance for the Mentally Ill	☒ Execute Contract ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

The Department of Human Services would like to contract with the National Alliance for the Mentally Ill (NAMI) to provide two (2) twelve week sessions of the Family to Family Program to family members of adults with serious mental illness. NAMI shall provide course evaluations to the Department of Human Services within 10 business days after the end of each program session.

SUMMARY

Award: The consideration for these services are $4,000.00.
Period: upon execution through June 30, 2009.
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Professional Services Agreement # PSA-NAMI-2008/09 and authorize the Chair of each county commissioners to sign on behalf of their respective Boards.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. 2008 467

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

IN THE MATTER OF EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NATIONAL ALLIANCE FOR THE MENTALLY ILL AND THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES FOR THE PROVISION OF A NAMI SUPPORTED TRAINING PROGRAM, and

WHEREAS, NAMI will provide two (2) twelve week sessions of the Family to Family Program to family members of adults with serious mental illnesses and becomes effective upon execution and shall expire on June 30, 2009; and

WHEREAS, NAMI shall provide course evaluations within ten business days after the end of each program session, and

WHEREAS, the maximum consideration is $4,000, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed PSA; and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign #PSA-NAMI-2008/09 on behalf of the Board of Benton and Franklin County Commissioners.

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

_____
Chair, Benton Co. Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Dated this 10th day of . . NOV. . . , 2008

P E Koch
Chair, Franklin Co. Commissioners

Chair, Pro Tem

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

Attest: . Mary Withers . . . . . .
Clerk of the Board

cc: Human Services, Franklin County

Carey

COPY

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #BEN/FR-MHBG-08/09-00 with Greater Columbia Behavioral Health	☒ Execute Amendment ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

It is the purpose of this Agreement is to provide services to promote recovery for adults who are seriously mentally ill (SMI) and resiliency for children who are seriously emotionally disturbed (SED), in accordance with the federal Mental Health Block Grant (MHBG) requirements

SUMMARY

Award: $139,010
Period: October 1, 2008 through September 30, 2009
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #BEN/FR-MHBG-08/09-00 with Greater Columbia Behavioral Health to implement the federal Mental Health Block Grant funding, and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2008 468

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND GREATER COLUMBIA BEHAVIORAL HEALTH FOR MENTAL HEALTH BLOCK GRANT FUNDING TO PROVIDE SERVICES TO PROMOTE RECOVERY FOR SERIOUSLY MENTALLY ILL ADULTS AND RESIDLENCY FOR SERIOUSLY EMOTIONALLY DISTURBED CHILDREN, and

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of these mentally ill persons, that the proposed Contract Agreement #BEN/FR-MHBG-08/09-00 be approved as presented for a term commencing October 1, 2008 and terminating September 30, 2009, **NOW, THEREFORE, BE IT RESOLVED**, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Amendment #BEN/FR-MHBG-08/09-00.

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

Benton County Board of Commissioners

_____
Chair, Benton Co. Commissioners

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

Dated this 10th day of NOV. 2008.

Franklin County Board of Commissioners

_____
Chair, Franklin Co. Commissioners

_____
Chair Pro Tem

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

Attest:

Mary Withers
Clerk of the Board

Originals: GCBH
Franklin County
Human Services

Carey

AGENDA ITEM: Consent MEETING DATE: B/C 11-24-08 F/C 11-17-08 SUBJECT: Resolution Auth. Signature On Truancy Contempt Prevention Project Grant Contract 2008 2009 Prepared By: Kathryn M. Phillips Reviewed By: Sharon Paradis	TYPE OF ACTION NEEDED Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center was awarded Federal Title II Formula Grants Program for Deinstitutionalization of Status Offenders in the amount of $67,000.00 from the Office of Juvenile Justice (OJJ). These funds are dedicated for the Truancy Contempt Prevention Program (TCPP) under the Office of Juvenile Justice Grant Number I-300-00708 for the term effective October 1, 2008, through June 30, 2009.

SUMMARY

The grant will target truant youth that are at risk of further penetrating the juvenile justice system and secure detention. The TCPP seeks to decrease the number of youth that are admitted to secure detention for contempt of a Truancy court order. Specifically, the TCPP will provide intensive case management combined with two alternatives to detention to reduce the number of truancy contempt youth admitted to detention. Based on performance and availability of funds, this grant may be awarded for the same amount for up to two additional funding cycles.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Grant Contract I-300-00708, as written.

FISCAL IMPACT

This is a Grant Award is $67,000.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign I-300-00708 between Benton-Franklin Juvenile Justice Center and the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEDERAL GRANT CONTRACT I-300-00708 BETWEEN THE OFFICE OF JUVENILE JUSTICE (OJJ) AND BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Federal Grant between the Juvenile Court and the Office of Juvenile Justice (OJJ), be approved as presented for a term commencing October 1, 2008, and terminating on June 30, 2009, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Truancy Contempt Prevention Project grant, I-300-00708.

DATED this 24th day of November 2008
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 17th day of November 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-GJJAC, 1-BFJJC

OFFICE OF JUVENILE JUSTICE

DEPARTMENT OF SOCIAL HEALTH SERVICES
PO BOX 45828
OLYMPIA, WA 98504-5828

APPROVED BUDGET
AND SPECIAL CONDITIONS JJ-2

GRANT AWARD CONTRACT	FUND SOURCE:	DATE:
I-300-00708	FJ4	October 10, 20(

PROJECT TITLE

Truancy Contempt Prevention Project

PROJECT PERIOD CFDA # 16.540

10/10/2008 to 6/30/2009

8This grant award is subject to the approved budget that appears below and to the special conditions that appear below and/or are attached hereto and are incorporated herein.

BUDGET CATEGORIES		SOURCE OF FUNDS		
PERSONNEL	$34,615.00	1.FEDERAL	$67,000.00	100.00%
SUPPLIES	$9,200.00	2. SUBGRANTEE IN-KIND MATCH:	$0.00	0.00%
OTHER SERVICES AND	$400.00	3. PROJECT INCOME	$0.00	
EQUIPMENT CAPITAL/OUTLAY	$0.00	4. OTHER FUNDS	$0.00	
TRAVEL	$0.00			
CONTRACTUAL	$17,785.00			
INDIRECT	$5,000.00			
TOTAL BUDGET	$67,000.00	TOTAL PROJECT FUNDS	$67,000.00	100.00%

SUBGRANTEE	FINANCIAL OFFICER
Benton Franklin Juvenile Justice Center 5606 West Canal Place, Suite 106 Kennewick WA 99336-	Jennifer Bowe (509) 736-2712
SIGNING AUTHORITY	**PROJECT DIRECTOR**
Sharon Paradis Juvenile Court Administrator	Darryl Banks (509) 222-2316 , ext

SPECIAL CONDITIONS

1 The next Progress Report is due: **January 15, 2009**

2 Commencement Within 60 Days.
If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the State the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

Operational Within 90 Days.
If a project is not operational within 90 days of the original start date of the grant period, the subgrantee must submit a second statement to the State explaining the implementation delay. Upon receipt of the 90-day letter, the state may cancel the project.

4. The project must submit the name and resume of the evaluator hired, a copy of the contract negotiated with the evaluator, and the final evaluation design within 45 days of the contract start date.

OFFICE OF JUVENILE JUSTICE DEPARTMENT OF SOCIAL HEALTH SERVICES PO BOX 45828 OLYMPIA, WA 98504-5828	APPROVED BUDGET AND SPECIAL CONDITIONS JJ-2		
	GRANT AWARD CONTRACT I-300-00708	FUND SOURCE: FJ4	DATE: ctober 10, 20(
	PROJECT TITLE Truancy Contempt Prevention Project		
	PROJECT PERIOD 10/10/2008 to 6/30/2009	CFDA # 16.540	

5. Since the evaluation of contracted activites cannot be completed by the end of the contract period, the cost of the evaluation may be paid by the contractor and will be reimbursed by the Department up to 75 days following the end of the project period.

6. The applicant agrees that staff directly associated with the administration of this grant will attend and participate in all instate conferences, workshop training sessions and/or meetings deemed critical by the Office of Juvenile Justice to be essential to the proper administration of this grant.

7. The project will submit a six-month, interim evaluation report of your project, due on January 31, 2009; and a final evaluation report due August 30, 2009.

8. The project agrees to allow Office of Juvenile Justice staff to communicate directly with the project evaluator.

9. The project agrees to withhold at least twenty-five percent (25%) of the contract amount with the evaluator until the final evaluation report is received and approved.

Benton County Approval

Approved as to Form:

Agreed Review Performed by Franklin County

Sarah Perry, Civil Deputy Prosecuting Attorney Date

By: _____

Name: Claude L. Oliver

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

Franklin County Approval

Approved as to Form:

RVP 11/7/2008

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____

Name: Robert E. Koch

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

Washington State Department of Social & Health Services

ISA Management Services Administration

OFFICE OF JUVENILE JUSTICE (OJJ)

FEDERAL GRANT APPLICATION

Please read all instructions carefully.

CONTRACT NUMBER: I-300-00708

PROGRAM AREA:

FOR OJJ USE ONLY — DATE STAMP: RECEIVED MAY 21 2008 By

For assistance, contact the Department of Social and Health Services (DSHS) Office of Juvenile Justice at (360) 725-3600 or FAX (360) 407-0152.

1. APPLICANT: DO NOT USE PERSON'S NAME

AGENCY NAME	TELEPHONE NUMBER	FAX NUMBER
Benton-Franklin Counties Juvenile Justice Center	(509) 783-2151	(509) 736-2728

STREET ADDRESS	CITY	STATE	ZIP CODE
5606 West Canal Place Suite 106	Kennewick	WA	99336

MAILING ADDRESS	CITY	STATE	ZIP CODE
5606 West Canal Place Suite 106	Kennewick	WA	99336

2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT (DO NOT USE PERSON'S NAME)

NAME	TELEPHONE NUMBER
Benton-Franklin Counties Juvenile Justice Center	(509) 783-2151

STREET ADDRESS	FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES)
5606 West Canal Place Suite 106	91-6001296

CITY	STATE	ZIP CODE
Kennewick	WA	99336

3. PROJECT TITLE: ENTER BRIEF, DESCRIPTIVE PROJECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

4. APPLICANT'S AGREEMENT

The applicant is applying for a grant award in the amount shown in the proposed BUDGET SUMMARY (Section 8 of this application) for the purposes identified in this application. By signing and submitting this application, the applicant agrees that this document, together with the STANDARD CONDITIONS AND CERTIFICATIONS (Attachment A of this application), becomes an offer to contract with Washington State Department of Social and Health Services (DSHS or the Department) which, if accepted, binds the applicant to the following:

The applicant agrees that this offer becomes a binding contract when a copy of this page is signed by the OJJ Office Chief and returned to the applicant together with an Approved Budget and Special Conditions form provided, however:

a. In the event any budget category amount differs from the amount shown in Section 8 of this application, as modified by the Approved budget and Special Conditions, that amount shall be considered to be a counteroffer. The Department shall consider the counteroffer accepted by the applicant unless rejected in writing within 30 days after the date of mailing of such counteroffer by the Office of Juvenile Justice (hereinafter referred to as OJJ) to the applicant.

b. Upon acceptance of this offer/counteroffer, the applicant shall be referred to as the "Contractor" and the Contractor agrees to accept and abide by the special terms and conditions.

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

Sharon A. Paradis, Juvenile Court Administrator

APPLICANT'S SIGNATURE	DATE
Sharon A. Paradis	05/19/2008

ACCEPTANCE OF OFFER COUNTEROFFER FOR DSHS	OJJ CONTRACTING OFFICER'S SIGNATURE	DATE
☐ Acceptance ☐ Non-acceptance		10/17/08

5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT (DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS)

NAME AND TITLE	TELEPHONE NUMBER
Darryl Banks, Intervention/Prevention Services Manager	(509) 222-2316
STREET ADDRESS	FAX NUMBER
5606 West Canal Place Suite 106	(509) 736-2728

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Kennewick	WA	99336	darryl.banks@co.benton.wa.us

6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE, VERIFICATIONS, FINANCIAL REPORTS)

NAME AND TITLE	TELEPHONE NUMBER
Jennifer Bowe, Administrative Services Manager	(509) 736-2721
STREET ADDRESS	FAX NUMBER
5606 West Canal Place Suite 106	(509) 736-2728

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Kennewick	WA	99336	jennifer.bowe@co.benton.wa.us

Omission of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval action on all applications within 90 days of receipt by the Department of a conforming application, together with all required certifications. The Department shall not consider an application conforming unless the applicant has completed all items in accordance with instructions and has submitted the necessary certifications. The applicant must submit two signed completed applications to: OFFICE OF JUVENILE JUSTICE, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, PO BOX 45828, OLYMPIA WA 98504-2828.

TRUANCY CONTEMPT PREVENTION PROJECT
REVISED

The original Truancy Contempt Prevention Project (TCPP) proposal included 1.75 FTE's, that would deliver case management services to multiple contempt youth from school districts in Benton-Franklin Counties and deliver two alternatives to detention in the form of electronic home monitoring and a community service work crew specifically for truancy contempt youth.

At the request of GJJAC, we were given the opportunity to submit a revised TCPP proposal with a reduction in funding from 100,000 dollars to 67,000 dollars. After careful review we were able to establish a revised plan that limits the scope of the original project but will potentially give us the similar outcomes as stated in the original proposal.

The revised TCPP project will focus on truancy contempt youth in the Kennewick School District (KSD). KSD is the largest school district in Benton and Franklin Counties area and filed 58% of all truancy contempt petitions in Benton County. In addition, the juvenile court currently has a truancy counselor housed part-time at Kennewick High School. This agency also has a history of strong communication and collaboration with the district.

Specifically, the revised TCPP will provide an additional case manager to work as part of a team with the currently established counselor in the KSD. Together these two individuals will provide case management to all multiple contempt youth in the KSD and develop individualized alternatives to detention for these youth. We estimate that the potential caseload for each counselor will be 30-40 multiple contempt youth.

Case management will focus on building a positive and caring relationship with the youth and their family and identification of barriers to school attendance, attachment and achievement. The truancy counselors will facilitate creation of a realistic educational plan with the youth, parent and school and monitor the youth's attendance, attachment, and achievement in their established educational program. Referrals to community resources will be facilitated as needed.

Alternatives to detention will focus on individualized learning opportunities rather than the traditional punitive models previously suggested in the original proposal. In this model alternatives to detention will be personalized and developed with the youth, parent, school and truancy counselor. Examples may include participation in a service-learning project, mentoring program, job skills program, involvement in a school-based activity, and involvement in a community activity or community service. Personalization, creativity and school engagement will be the guiding principles in developing alternatives to detention.

The proposed outcomes of increased attendance, academic achievement, school engagement and reduction of youth entering secure confinement will remain unchanged from the original proposal. Data collection methods and frequency will also remain unchanged.

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	10/08/2008

PROJECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

7. PROJECT PERIOD

A project period is one year and may not exceed one year except by prior agreement with the Department.

Proposed project period is form _____ to _____

8. BUDGET SUMMARY

The proposed project budget is shown below. If the proposal is accepted for contracting, the budget on the Approved budget and Special conditions form supersedes the proposed budget shown below.

BUDGET CATEGORIES Enter the category totals from Section 10. BUDGET DETAILS. The sum of categories A - F is entered as TOTAL DIRECT CHARGES. If indirect costs are claimed, enter the amount in G. These may not exceed ten (10) percent of the TOTAL DIRECT CHARGES. Add TOTAL DIRECT CHARGES and INDIRECT CHARGES, and enter the sum on TOTAL PROJECT COSTS line.	A. Personnel	$34,615	
	B. Supplies	$9,200	
	C. Other services and charges	$400	
	D. Capital outlay/equipment		
	E. Travel		
	F. Contractual services	$17,785	
	TOTAL DIRECT CHARGES	$62,000	
	G. Indirect charges	$5,000	
	TOTAL PROJECT COST	$67,000	
SOURCE OF FUNDS 1. May not exceed amount approved by the Governor's Juvenile Justice Advisory Committee. 2. Must be funds specifically appropriated for project in applicant's budget. Project income must be applied to project operational costs or deducted from the grant award. It is important that all anticipated project income be included in the budget.	1. Federal	$67,000	%
	2. Match		%
			%
			%
			%
			%
			%
	TOTAL PROJECT FUNDS	$67,000	%

Linda Bowe, for Sharon Paradis, Court Administrator
Administrative Services Manager
Date: 10/8/08

DSHS 05-180 (REV. 03/2007)

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	10/08/2008

PROJECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY A: PERSONNEL

This category is for services rendered by all personnel employed by the project. Costs incurred include salaries, benefits, uniforms, and special clothing.

SALARIES AND WAGES: Payment for personal services rendered in accordance with rates, hours, terms and conditions as authorized by law or stated in employment contracts.
OVERTIME, HAZARDOUS DUTY, ETC.
PERSONAL BENEFITS: FICA, retirements, insurance, etc.
UNIFORMS AND CLOTHING: Only uniforms for special clothing required by the nature of the employment and paid for by the employer may be listed.

NOTE: Project funds may not be used to pay a percentage of the compensation of any person who was employed by the implementing agency before the project starting date without prior specific authorization from the Department separate from the grant approval. Specific authorization is not required if a person currently employed by the applicant or the implementing agency is transferred from his/her prior position to the project if the transfer creates a personnel vacancy to be filled by hiring a new employee.

LIST POSITION TITLES	ANNUAL SALARY	PERCENT OF TIME TO PROJECT	ITEM TOTAL
Counselor II	$31,785	100 %	$31,785
Intervention / Prevention Manager	$56,605	5 %	$2,830
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
CATEGORY TOTAL	$88,390	53 %	$34,615

JUSTIFICATION AND EXPLANATION: Justify all positions in terms of days and/or hours required to perform the GOALS, OBJECTIVES, AND TASKS set forth. Calculate fringe benefits for each position or class of positions.

.AL GRANT APPLICATION

.CY NAME	DATE
ɔenton-Franklin Counties Juvenile Justice Center	10/08/2008

'OJECT TITLE

_enton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY B. SUPPLIES

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

OFFICE SUPPLIES: For example, office stationery, forms, small items of equipment, and maps, films, books, periodicals, and tapes.
OPERATING SUPPLIES: For example, chemicals, drugs, medicines, laboratory supplies, cleaning and sanitation supplies, food for human consumption, fuel, household and institutional supplies, and clothing.
REPAIR AND MAINTENANCE SUPPLIES: For example, building materials and supplies, paints and painting supplies, plumbing supplies, electrical supplies, motor vehicle repair materials and supplies, other repair and maintenance supplies, and small tools.

ITEMIZED LISTING (DESCRIPTION OF THE ITEM)	UNIT	UNIT COST	ITEM TOTAL
Supplies - Consumable	1	$2,000	$2,000
Incentives	1	$6,000	$6,000
Vehicle Fuel	1	$1,200	$1,200
CATEGORY TOTAL			$9,200

10. BUDGET DETAILS: CATEGORY C. OTHER SERVICES AND CHARGES

This category is for services other than PERSONNEL which are required in the administration of the project. Such services may be provided by some agency of the government unit or by private business organizations. The following are types of services and charges classified under this category.

COMMUNICATION: For example, telephone, telegraph, and postage.
TRANSPORTATION: For example, freight and express charges, and messenger service.
ADVERTISING
PUBLIC UTILITY SERVICE
PRINTING AND BINDING
REPAIRS AND MAINTENANCE
INSURANCE
RENTALS: For example, buildings, and equipment and machinery.
MISCELLANEOUS: For example, tuition and other training fees, dues, subscriptions and memberships, and taxes.

ITEMIZED LISTING (WORD OR WORDS DESCRIBING THE COST ITEM, I.E., POSTAGE)	UNIT	UNIT COST	ITEM TOTAL
Telephone	1	$400	$400
CATEGORY TOTAL			$400

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	10/08/2008

ROJECT TITLE

nton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY D: CAPITAL OUTLAY/EQUIPMENT

This category is for nonexpendable outlays which result in the acquisition of, rights to, or additions to fixed assets, other than structures. The following are some of the types of charges under this category. NOTE: Exclude small tools.

MACHINERY AND EQUIPMENT: For example, communications equipment (typewriter, microcomputer), janitorial; laboratory, office furniture and equipment, heavy duty work equipment, and other machinery and equipment.

ITEMIZED LISTING (DESCRIBE THE COST ITEM)	UNIT	UNIT COST	ITEM TOTAL
N/A			
CATEGORY TOTAL			

10. BUDGET DETAILS: CATEGORY E: TRAVEL

Travel costs are for domestic travel. Contractors may follow their own established rate for staff travel as long as the rate does not exceed the allowable state rate.

The allowable state rate for mileage will be used. Air fare should be the lowest coach fare.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
N/A			
CATEGORY TOTAL			

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	10/08/2008

PROJECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY F. CONTRACTUAL SERVICES

The following types of personal services may be contracted:

EVALUATION/RESEARCH
LEGAL
ACCOUNTING
MEDICAL AND HEALTH SERVICES
AUDITING
SOCIAL SERVICES

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
Contractual Services	1	$17,785	$17,785
CATEGORY TOTAL			$17,785

10. BUDGET DETAILS: CATEGORY G. INDIRECT CHARGES

Indirect costs may not exceed 10% of the total direct charges. Indirect costs include costs of operating the agency which are not directly attributed to this project (e.g., maintaining physical plan, depreciation, receptionist, agency administration salaries, etc.)

ITEMIZED LISTING (DESCRIBE THE COST ITEM)	UNIT	UNIT COST	ITEM TOTAL
Industrial Insurance	1	$2,500	$2,500
IT Support	1	$2,500	$2,500
CATEGORY TOTAL			$5,000

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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

October 8, 2008

RECEIVED
OCT 10 2008

Sharon Pearson, Program Coordinator
Governor's Juvenile Justice Advisory Committee
P.O. Box 45828
Olympia, WA 98504-5828

Re: Title II DSO Grant Application
Truancy Contempt Prevention Project

Dear Ms. Pearson:

Per your request, attached please find revised budget with respect to the Title II DSO Grant.

Should you have any questions or require additional information, please do not hesitate to call me at (509) 736-2721.

Sincerely,

Jennifer Bowe

Jennifer Bowe
Administrative Services Manager
Benton-Franklin Counties Juvenile Justice Center

JB/jms
Enclosure

RECEIVED
OCT 10 2008
By

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

nton-Franklin Counties Truancy Contempt Prevention Project

7. PROJECT PERIOD

A project period is one year and may not exceed one year except by prior agreement with the Department.

Proposed project period is form 07/01/2008 to 06/30/2009

8. BUDGET SUMMARY

The proposed project budget is shown below. If the proposal is accepted for contracting, the budget on the Approved budget and Special conditions form supersedes the proposed budget shown below.

SP 10/15/08

BUDGET CATEGORIES		
Enter the category totals from Section 10. BUDGET DETAILS. The sum of categories A - F is entered as TOTAL DIRECT CHARGES. If indirect costs are claimed, enter the amount in G. These may not exceed ten (10) percent of the TOTAL DIRECT CHARGES. Add TOTAL DIRECT CHARGES and INDIRECT CHARGES, and enter the sum on TOTAL PROJECT COSTS line.	A. Personnel	$91,978
	B. Supplies	$3,897
	C. Other services and charges	$50
	D. Capital outlay/equipment	$825
	E. Travel	
	F. Contractual services	$3,250
	TOTAL DIRECT CHARGES	$100,000
	G. Indirect charges	
	TOTAL PROJECT COST	$100,000

SOURCE OF FUNDS			
1. May not exceed amount approved by the Governor's Juvenile Justice Advisory Committee.	1. Federal	$100,000	%
	2. Match	$203,420	%
2. Must be funds specifically appropriated for project in applicant's budget.			%
			%
Project income must be applied to project operational costs or deducted from the grant award. It is important that all anticipated project income be included in the budget.			%
			%
			%
	TOTAL PROJECT FUNDS	$303,420	%

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

nton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY A: PERSONNEL

This category is for services rendered by all personnel employed by the project. Costs incurred include salaries, benefits, uniforms, and special clothing.

SALARIES AND WAGES: Payment for personal services rendered in accordance with rates, hours, terms and conditions as authorized by law or stated in employment contracts.
OVERTIME, HAZARDOUS DUTY, ETC.
PERSONAL BENEFITS: FICA, retirements, insurance, etc.
UNIFORMS AND CLOTHING: Only uniforms for special clothing required by the nature of the employment and paid for by the employer may be listed.

NOTE: Project funds may not be used to pay a percentage of the compensation of any person who was employed by the implementing agency before the project starting date without prior specific authorization from the Department separate from the grant approval. Specific authorization is not required if a person currently employed by the applicant or the implementing agency is transferred from his/her prior position to the project if the transfer creates a personnel vacancy to be filled by hiring a new employee.

SP 10/15/07

LIST POSITION TITLES	ANNUAL SALARY	PERCENT OF TIME TO PROJECT	ITEM TOTAL
Community Monitor for EM / Restorative Justice programs	$39,110	75 %	$29,333
Counselor II	$62,645	100 %	$62,645
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
CATEGORY TOTAL	$101,755	88 %	$91,978

JUSTIFICATION AND EXPLANATION: Justify all positions in terms of days and/or hours required to perform the GOALS, OBJECTIVES, AND TASKS set forth. Calculate fringe benefits for each position or class of positions.

The 1.0 FTE Counselor II will provide case management to the multiple contempt caseload as well as organize and facilitate the EM and RCS programs.

The .75 FTE Community Monitor will support the JCP II in providing case management and faciliate Electronic Monitoring and /Restorative Justice Community Service porgraming.

The budged amount for personnel services is $91,978 which includes benefits in the amount of $23,473.

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY B. SUPPLIES

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

OFFICE SUPPLIES: For example, office stationery, forms, small items of equipment, and maps, films, books, periodicals, and tapes.
OPERATING SUPPLIES: For example, chemicals, drugs, medicines, laboratory supplies, cleaning and sanitation supplies, food for human consumption, fuel, household and institutional supplies, and clothing.
REPAIR AND MAINTENANCE SUPPLIES: For example, building materials and supplies, paints and painting supplies, plumbing supplies, electrical supplies, motor vehicle repair materials and supplies, other repair and maintenance supplies, and small tools.

ITEMIZED LISTING (DESCRIPTION OF THE ITEM)	UNIT	UNIT COST	ITEM TOTAL
Supplies - Consumable	1	$594	$594
Incentives	1	$2,685	$2,685
Vehicle Fuel	1	$618	$618
CATEGORY TOTAL			$3,897

SY 10/15/08

10. BUDGET DETAILS: CATEGORY C. OTHER SERVICES AND CHARGES

This category is for services other than PERSONNEL which are required in the administration of the project. Such services may be provided by some agency of the government unit or by private business organizations. The following are types of services and charges classified under this category.

COMMUNICATION: For example, telephone, telegraph, and postage.
TRANSPORTATION: For example, freight and express charges, and messenger service.
ADVERTISING
PUBLIC UTILITY SERVICE
PRINTING AND BINDING
REPAIRS AND MAINTENANCE
INSURANCE
RENTALS: For example, buildings, and equipment and machinery.
MISCELLANEOUS: For example, tuition and other training fees, dues, subscriptions and memberships, and taxes.

ITEMIZED LISTING (WORD OR WORDS DESCRIBING THE COST ITEM, I.E., POSTAGE)	UNIT	UNIT COST	ITEM TOTAL
Telephone	1	$50	$50
CATEGORY TOTAL			$50

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

nton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY D. CAPITAL OUTLAY/EQUIPMENT

This category is for nonexpendable outlays which result in the acquisition of, rights to, or additions to fixed assets, other than structures. The following are some of the types of charges under this category. NOTE: Exclude small tools.

MACHINERY AND EQUIPMENT: For example, communications equipment (typewriter, microcomputer), janitorial; laboratory, office furniture and equipment, heavy duty work equipment, and other machinery and equipment.

ITEMIZED LISTING (DESCRIBE THE COST ITEM)	UNIT	UNIT COST	ITEM TOTAL
Projector	1	$825	$825
CATEGORY TOTAL			$825

SP 10/15/08

10. BUDGET DETAILS: CATEGORY E. TRAVEL

Travel costs are for domestic travel. Contractors may follow their own established rate for staff travel, as long as the rate does not exceed the allowable state rate.

The allowable state rate for mileage will be used. Air fare should be the lowest coach fare.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

nton-Franklin Counties Truancy Contempt Prevention Project

10. BUDGET DETAILS: CATEGORY F. CONTRACTUAL SERVICES

The following types of personal services may be contracted:

EVALUATION/RESEARCH
LEGAL
ACCOUNTING
MEDICAL AND HEALTH SERVICES
AUDITING
SOCIAL SERVICES

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
GJJAC will select and contract with Independent Evaluator	0		
Electronic Monitoring (EM)	1	$2,550	$2,550
Aramark Food Services	1	$700	$700
CATEGORY TOTAL			$3,250

SP 10/15/08

10. BUDGET DETAILS: CATEGORY G. INDIRECT CHARGES

Indirect costs may not exceed 10% of the total direct charges. Indirect costs include costs of operating the agency which are not directly attributed to this project (e.g., maintaining physical plan, depreciation, receptionist, agency administration salaries, etc.)

ITEMIZED LISTING (DESCRIBE THE COST ITEM)	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

11. DESCRIPTION OF THE PROJECT (START ON PAGE 8)

Submit a description of the project using the outline format shown below. Address all topics listed. Attach as many pages as required to properly address the topics.

I. PROJECT ABSTRACT SUMMARY (see page 8)

A. Provide a brief description of the proposed prouject.
B. State the need this project is designed to alleviate.
C. Indicate why other community resources are not adequate to meet the need.

II. SUPPORTING DATA AND NEEDS JUSTIFICATION

A. Support the need by statistical (local based) data/information.
B. Clearly define target population as to number and characteristics.
C. List other possible community resources.
D. State how the project will address the need.

III. IMPLEMENTATION AND METHODS

A. Describe the research-based methods and techniques to be used to meet the outputs and identify the research approach. Program must be based on sound theory supported by positive or promising research results.
B. Identify the sources, expected number of referrals, and the manner in which those referrals are likely to occur.
C. As applicable, outline the involvement of any other community organization/agency (human services, juvenile court, schools, law enforcement, support groups, service clubs, etc.).
D. Identify agencies from which letters of agreement will be obtained.
E. Describe staffing and staff qualifications.

IV. LOGIC MODEL

Use the Logic Model below to describe the resources, activities, outputs, outcomes, and goal(s) of the project **in both a narrative description format and a table format**.

Process → Outcome →

Resources	Activities	Outputs	Outcomes	Goal(s)
Program inputs. Elements or ingredients that constitute the program.	Methods for providing the program. Specific processes or events undertaken.	Units of service or product units. How many, how often, over what duration?	Short intermediate or longer-term changes anticipated in participants' lives and/or in organization or community conditions.	Ultimate impact(s) expected to occur, usually beyond what one program alone can achieve.
For example: o Three FTEs. o After school facility and playground. o College student volunteers. Foundation funding. o At-risk sixth grade students.	For example: o After school mentoring. o Homework assistance. o Sports and exercise. o Health snack. o Positive reinforcement for non-aggressive behavior.	For example: o Three-hour program everyday after school for 40 at-risk students. o One hour homework assistance. o One hour sports and exercise. o One hour snack and reading.	For example: o Increase in grades (GPA) at end of school year. o Increase in pro-social behaviors. o Decrease in aggressive behaviors. o Decrease in recidivism.	For example: o Prevention of juvenile delinquency. o Prevention of violent behavior.

* This was adapted from page 31, Outcomes for Success 2000 Edition, by the Evaluation Forum, Organization Research Services, Inc. and Clegg and Associates.

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

JECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

11.I. ABSTRACT SUMMARY

Please provide a brief description of the proposed project in the space provided below. Include the need this project is designed to alleviate and indicate why other community resources are not adequate to meet the need.

The Truancy Contempt Prevention Project (TCPP) is designed to reduce the high number of truancy contempt's filed by schools in Benton and Franklin Counties and to reduce the number of youth who find themselves in contempt and who further penetrate the juvenile justice system and end up serving time in secure detention. TCPP will provide education, cognitive skills training, targeted case-management and utilize two alternatives to secure detention.

The TCPP will utilize the case management strategy called "Check and Connect". The TCPP strategy includes the utilization of two alternatives to detention for truant youth who are found in contempt: Electronic Monitoring; and Restorative Community Service. Electronic Monitoring involves having a youth wear a lightweight GPS device that will track the whereabouts of youth ordered to this alternative. Restorative Community Service involves the youth performing community service, which utilizes adult mentors and commuinity or school-based sites that give youth the opportunity to form positive relationships and establish a valuable connection to the community/school while completing their court ordered obligation.

Please also complete the following:

- The proposed project is (select one):
  - ☒ New ☐ Continuation of an existing program ☐ Expansion ☐ Enhancement
- Funds requested from the GJJAC: $ 100,000
- Total funds from other sources: $ 203,420
  - In-kind donations: 203,430
  - Cash donations: _____
- Total number of unduplicated youth to be served in the grant year: 800
- Total number of new staff for the proposed project (with grant funds): 1.75 FTE

  Total number of staff involved in working on the project: 4.80 FTE
- Source(s) and total number(s) of anticipated referrals:

  Schools: 800 initial truancy petitions and 274 youth on contempt petitions.

FEDERAL GRANT APPLICATION

AGENCY NAME	DATE
Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

Benton-Franklin Counties Truancy Contempt Prevention Project

11. II - IV. DESCRIPTION OF THE PROJECT (START ON THIS PAGE)

11. Sections II - IV. Start on this page. Attach as many pages as required to properly address the topics listed on page 7. (This narrative box will grow with your comments. Although on-screen, it will appear with a scroll-bar, all of the information you provide will print on overfloww pages.

Attached separately are:

Section II - Supporting Data and Needs Justification
Section III - Implementation and Methods
Section IV - Logic Model

II. SUPPORTING DATA AND NEEDS JUSTIFICATION

A. Support the need by statistical (local based) data/information

The Truancy Contempt Prevention Project (TCPP) is designed to: 1) reduce the high number of truancy contempt's filed by schools in Benton-Franklin Counties; and 2) reduce the number of truant youth who find themselves in contempt of a court order on truancy and end up serving time in secure detention. According to the Governor's Juvenile Justice Advisory Committee (GJJAC) 2006 Juvenile Justice Report, from 2001–2005 Benton-Franklin Counties consistently ranked fifth in Washington State for the number of Truancy petitions filed. According to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) internal database, Juvenile Tracking System (JTS), area schools filed 805 truancy petitions in 2006. The GJJAC 2006 Juvenile Justice Report regarding 2005 truancy data shows Benton-Franklin Counties ranked second among counties in Washington State with 529 Truancy Contempt hearings. Local JTS data shows that, during the following school year, 09/01/06 to 08/31/07, the practice of filing a high rate of truancy contempts continued with 373 truancy contempt hearings held involving 274 youth. Ninety-nine of these youth had multiple contempts filed. During that same time period, youth found in contempt of a truancy order were ordered to serve 527 detention days. Of those detention days ordered, 181 days were served on work crew, our local detention alternative, and 271 were served in secure detention. The remaining 75 days were not served due to expiration of a Truancy Petition. In addition to detention days served, 49 youth entered detention on warrants for failure to appear for truancy hearings during the same time period. As the data clearly identifies, Benton-Franklin Counties have a significant challenge to change the local response to truancy contempt by reducing the number of truancy contempt's being filed by area schools and by decreasing the number of youth entering secure detention due to a truancy contempt or warrant.

B. Clearly define the target population as to number and characteristics.

The BFJJC Truancy program includes two full-time Juvenile Probation Counselor II's (JPCII), a half-time JPCII, a half-time lead staff JPC III and a three quarter time AmeriCorp volunteer. Program staff responds to seven school districts representing eight (8) comprehensive high schools, four (4) alternative high schools, 13 middle schools and 20 elementary schools. Program staff works with area schools to process initial truancy petitions by offering youth one of several options to a formal court hearing including: 1) the opportunity to consider an agreed order rather than a formal court process by attending a volunteer truancy board meeting; 2) attending a truancy presentation as a part of a group of youth and parents; or 3) by meeting with youth and parents in individual office appointments. Staff set a formal court hearing for youth who do not appear for scheduled truancy board, group presentation, or individual appointments and for youth who choose not to sign an agreed order and to exercise their right to a court hearing.

Program staff process truancy contempt petitions filed by local schools and facilitate the court process. At an initial contempt hearing, when the youth is found in contempt of a court order on truancy, the youth is ordered to attend a two-hour social skills workshop (goal setting and decision-making) and ordered to attend school with up to seven (7) days detention to be served on work crew. This detention/work crew obligation is purged if the youth attends school. Subsequently, if the youth again fails to attend school and the school files a second contempt, the youth will be ordered to attend the previously ordered work crew days and to attend school. The Court also orders up to seven (7) days detention that can be purged if the youth attends school. If the youth's attendance is not corrected and subsequent contempt's are filed, the youth will be ordered to serve any previously ordered detention that the youth did not purge. At that time, the Court may also order additional detention time that may be purged if the youth attends school.

Staff is currently assigned to specific school districts by geographic area. One staff is responsible for the Kennewick and Finley School Districts and has a current caseload of 243 youth on active truancy petitions. One staff is responsible for the Richland, Prosser, and Kiona-Benton School Districts with a current caseload of 192 youth on active truancy petitions. Two half-time staff and a three-quarter time AmeriCorp volunteer are responsible for the Pasco and North Franklin School Districts with a current shared caseload of 286 youth. While program staff attempts to monitor and work with individual youth and families, intensive case-management is not realistic given the number of youth on active truancy petitions. The TCPP is designed to provide a higher level of intervention to youth who are experiencing post truancy petition failure. Under the TCPP, three levels of intervention services will be provided for these youth. By developing a spectrum of intervention options, we can develop a focused response that delivers an appropriate level of intervention as defined by the youths' behavior (non-compliance) and based on their individual needs. The specific categories of intervention are as follows:

- The first level is for youth who for whom an initial truancy petition has been processed. The youth under an initial truancy court order encompass a variety of individual characteristics and circumstances ranging from a simple isolated period of school absences to a myriad of social and educational issues. Many of these youth appear to correct their attendance issues with minimal intervention and avoid a subsequent contempt being filed by the school. A review of data from the 2006/2007 school year shows that area schools filed 805 initial truancy petitions with 274 youth having a subsequent contempt. Using this data as a historical indicator, 66% of youth on an initial petition corrected their attendance issues. It is important to provide an appropriate level of attention to these youth without drawing them further into the juvenile justice system. Therefore, as an intervention for these initial petition youth we plan to utilize a educational presentation to the youth and their parents that will incorporate the following: review of the truancy laws; consequences of not obtaining a high school diploma or alternative; and information that helps the youth and parent in setting goals to overcome barriers to school attendance. Coupled with the educational presentation, each youth and parent will be given the opportunity to sign the Agreed Order to Attend School and ask to return in two weeks to meet with a truancy board of local volunteers to report on their school attendance and discuss optional approaches to overcoming any identified barriers. Youth who opt to attend court will be given the same opportunity for educational information and a requirement to follow up with truancy board if the petition is approved by the court and a court order to attend school is entered;

- The second level of intervention will be provided to youth who did not successfully return to school after the initial petition and court order and for whom the school has filed an initial contempt. Youth who return to court on truancy contempt often exhibit poor school engagement, poor school achievement and experience social issues and challenges on a wide spectrum. Data from the 2006/2007 school year indicates that this population represents approximately 34 % (274) of youth for whom an initial truancy petition was filed. The proposed TCPP intervention for youth who find themselves with initial truancy contempt will include attendance at a two-hour social skill workshop (goal setting and decision-making) held directly after their court appearance on the contempt. Each of these youth will receive subsequent case management services by an assigned truancy counselor until their attendance is corrected;.

- The third level of intervention is provided for youth who continue to be truant beyond the initial contempt and for whom the school files more than one contempt. These youth with multiple truancy contempts have chronic attendance problems and multiple social and educational issues. These youth are generally of high school age, are at-risk of dropping out of school, and will often need some an opportunity for alternative education. These youth are

most at-risk to enter secure detention on truancy contempt. The data from the 2006/2007 school year indicates that this population represents approximately 36% (99) of the initial contempt youth. The proposed intervention for these youth will include enhanced detention alternatives, assessment and intensive and ongoing case management, which includes the development of an individualized educational plan and linking youth to programs and services in the community to address the youth's individual needs and challenges.

C. List other possible community resources.

The Benton-Franklin Counties Juvenile Justice Center (BFJJC) is the agency in this community that is responsible for processing and case management of truancy petitions from area schools. Our Educational Service District 123 does not offer specific interventions for truancy, but are important partners with area schools and the BFJJC in providing intervention services in the schools. Other community agencies such as mental health, substance abuse, public health, and the Department of Children and Family Services are all important partners but do not offer specific interventions regarding truant behavior. Several community agencies such as Work Source, OIC and Columbia Basin College offer opportunities for youth to complete a General Education Degree (GED), possibly link youth to employment opportunities, and are used as referral options for case managers. Area schools are the most important community resource for this population. In some instances schools have worked hard with a youth to prevent the filing of a truancy petition, but generally lack the resources to provide high risk (multiple contempt) youth with the necessary case management and interventions to help them to correct their truant behavior. A major focus of the TCPP will be to engage and support area schools. The TCPP counselors will help the schools and youth develop an appropriate educational plan and link youth and families to necessary services thereby increasing educational success and correcting truant behavior.

D. State how the project will address the need.

The proposed TCPP differs from the current truancy program in several areas. Currently all truancy staff have a mixed caseload of initial truancy petition, initial contempt and multiple contempt youth. Caseloads range from 192 youth to 286 youth, making it very difficult to provide meaningful and consistent intervention. The TCPP proposes to breakdown the truancy caseload into three categories or levels of needed intervention: initial petition youth; initial contempt youth; and multiple contempt youth.

Initial Petition Youth

Currently, the primary way of working with initial petition youth is to assign the youth to a Truancy Board, where the youth and parent meet with community volunteers and are given an opportunity to sign the Agreed Order to Attend School. Youth who choose not to sign an agreed order will exercise their right to a court hearing. Historically, the truancy board process has not been as successful in engaging youth and families in discussions regarding overcoming barriers to school attendance as the design intends. This is largely because the truancy board volunteers spend much of the initial meeting with the youth and family explaining the truancy process and potential consequences of truancy. We have been experimenting with alternatives ways to better utilize the truancy board process. The most promising alternative, that we intend to fully implement in September 2008, is to have a truancy counselor facilitate a group presentation to the initial petition youth and their parents. The presentation focuses on the truancy laws and consequences of dropping out of school. The counselor will lead the group through a goal setting exercise regarding school attendance. At the end of the presentation the student and parent will meet with a community volunteer to sign the Agreed Order to Attend School and review the goal. Youth who choose not to sign the Agreed Order will be scheduled for a court hearing. The youth who sign an agreed order or who appear in court and are ordered to attend school are than scheduled to return to a volunteer truancy board in two weeks to report on their attendance and progress on their goal. The

volunteers on the truancy board will help the youth and family identify any ongoing barriers and explore resolutions. A youth may be asked to return to the board in another two weeks if no progress has been made on their attendance by the time of the initial truancy board review. Truancy boards are scheduled for two evenings per week and serve approximately 600-800 youth per year.

Initial Contempt Youth

Currently, at a youth's initial contempt hearing they are ordered to attend a two-hour social skills workshop (goal setting and decision-making) and ordered to attend school with up to seven (7) days detention to be served on work crew. This obligation is purged if the youth attends school. Current follow up and targeted case management is sporadic and not focused. The TCPP will provide case management services to all initial contempt youth, utilizing the "Check & Connect" model described below, that will focus on monitoring of school disengagement warning signs (attendance and grades), referral to interventions individualized to the student needs, development of problem-solving skills, and the encouragement of participation in extracurricular activities. Truancy staff will work with the student, parent and school to identify and overcome barriers to school success. As school participation improves, the intensity of case management will decrease. If a youth continues to exhibit poor school participation and a second contempt is filed by the school they will move to the multiple contempt caseload for more structured intervention. It is expected that the program will serve approximately 200-300 initial contempt youth during the year with an average caseload of size of 50 to 60 youth per truancy staff.

Multiple Contempt Youth

Currently, multiple contempt youth are not provided any structured case management and are ordered to work crew or detention as part of the previously ordered purge conditions. The proposed TCPP 1.75 FTE's will specifically target the multiple contempt youth that are not currently on community supervision for a criminal offense. We anticipate serving 100 of these multiple contempt youth during the school year. The new TCPP staff will be responsible for providing detention alternatives, including restorative justice based work crew and electronic home monitoring, and case management utilizing the "Check & Connect" model described below for all multiple contempt youth. The focus of these case management services will be to identify the youth's risk factors that contribute to school failure and identify protective factors that will promote school success. Staff will than work with the student, parent and school to identify an educational plan that will promote student success and prevent additional contempt filings. In addition, staff will facilitate referrals to community resources such as substance abuse and mental health as needed. By dedicating specific staff to work with the multiple contempt youth it will free up existing truancy staff to focus on the initial petition youth and initial contempt youth.

III. Implementation and Methods

Describe the research-based methods and techniques to be used to meet the proposed outputs and outcomes, and identify the research approach.

The TCPP will utilize a promising-practice case management strategy called "Check & Connect". According to a 2007 Technical Report, Dropout Risk Factors and Exemplary Programs, sponsored by the National Dropout Prevention Center/Network and Communities In Schools, Inc. Check & Connect has been rated as an exemplary program that has demonstrated decreases in truancy, absenteeism and drop out rates. It has also shown increases in credit accrual and school completion. Check & Connect centers around increasing student school engagement through relationship building, monitoring of disengagement warning signs, interventions individualized to student needs, development of problem-solving skills, and the encouragement of participation in extracurricular activities. "Checking" involves following student engagement indicators, particularly attendance, daily or weekly. "Connecting" includes two levels of student-focused interventions: (1) a basic intervention for all students that includes information about monitoring, feedback on their progress, and training in cognitive-behavioral problem-solving; and (2) intensive interventions for those students showing high risk on indicators, which may include tutoring, home-school meetings, making connections with community resources, or behavioral contracts or

interventions. Relationships with families are established and family ties to school strengthened by the counselor through phone calls, meetings, and home visits.

The BFJJC truancy staff attended a two-day training on May 8 and 9, 2008, the Check & Connect Model sponsored by the Pasco School District, Building Bridges Grant and facilitated by University of Minnesota Staff. The Check & Connect principals of case management will be utilized to work with youth having initial and multiple contempt's. The TCPP counselors will work with the initial and multiple contempt youth to identify targeted interventions that match the youth's particular needs and challenges. Interventions may consist of any or all of the following interventions: increased attendance monitoring; risk assessment utilizing the Case Management Assessment Process (CMAP), which is the Washington Association of Juvenile Court Administrator's validated risk assessment tool; family and school meetings; referral to community resources; and intervention team meetings as necessary to support the youth. Should the Washington State Center for Court Research under the Washington State Administrative Office of the Courts, which is in the process of developing a risk assessment tool specific to truant youth, make a truancy based risk assessment tool available during this project, we will make an effort to incorporate that tool into our process in lieu of the CMAP. The TCPP counselors will utilize incentives to recognize and support the progress that youth make toward improving school attendance.

Youth having multiple truancy contempt's will be assigned to one of the two following alternatives to detention.:

1. The first alternative, Electronic Monitoring (EM), involves the youth wearing a lightweight GPS device that tracks an individual 24 hours a day, 7 days a week and send location data every three minutes. The device also has a two-way voice communication that allows the case manager to speak with the youth at anytime. EM will be utilized as a purge condition at the initial contempt hearing. A 7- day period of EM will be purged and if a subsequent contempt is filed than the youth will serve the period of EM as ordered and have a subsequent period (up to 7 days) of EM or Restorative Community Service (RCS) as a purge condition. Current EM technology allows case managers to track youth in real time. So if a youth is not at their scheduled location (school) then the case manager will be able to immediately respond to the situation, involving the youth's parents and school personnel. In addition to providing an additional layer of purge between a youth and secure detention, EM enhances the intensive intervention phase of Check & Connect and addresses the target risk factor of school absenteeism.
2. The second alternative, Restorative Community Service (RCS), involves youth performing community service that is of value and provides connection to the community. Youth work side by side with trained volunteers/mentors from the community or school on identified community or school projects. The BFJJC has a RCS work crew program with over fifty community members trained as volunteers. Truant youth have the option of RCS work crew as a purge condition, they typically are placed on a work crew with offender youth and scheduled to attend the work crew three (3) to five (5) weeks after the hearing. The difference between the current work crew option and what the TCPP will provide is three fold. The first difference is that the TCPP will develop a separate RCS opportunity that does not mix offender youth with truant youth. The second difference is that the TCPP will develop school based RCS and mentors in addition to traditional community projects. The third difference is that the separate work crew will allow for greater availability and more immediate sanctions. We anticipate having the ability for the youth to attend a RSC work crew or project site within two weeks of the hearing. In summary, separating low risk "civil" truant youth from exposure to higher risk "offender" youth is a necessary step substantiated in risk assessment research. In addition, the separation will provide youth with a more immediate and appropriate RCS opportunity. School based RCS will also address the targeted risk factor of poor school engagement, by developing individual relationships with school based mentors thereby developing/increasing attachment to school.

Identify the sources, expected number of referrals, and the manner in which those referrals are likely to occur.

The referral source will be Benton/Franklin County schools that refer youth on initial truancy petitions and youth who are under the jurisdiction of the Court for truancy and continue to be truant (contempt). As previously discussed area school filed over 800 truancy petitions during the 06/07 school year. During the 06/07 school years, 373 contempt hearings were held involving 274 youth of whom 99 had multiple contempt hearings. All youth signing an initial agreed or court order on truancy will receive the basic intervention of the previously discussed truancy presentation, goal setting and return to board monitoring. Based on historical data, we anticipate that up to 300 youth may be referred for truancy contempt and screened for placement in case management services. Based on this historical data, we anticipate that up to 100 of those youth will be referred by the local schools for subsequent contempts. These multiple contempt youth who are most at-risk of entering secure detention will be assigned to the multiple contempt caseload and will be provided with intensive intervention and detention alternatives. The focus of the multiple contempt caseload staff will be to identify an educational plan that will deter further contempt's and provide alternatives to detention for further contempt behavior in and effort to avert these youth from deeper penetration into the juvenile justice system.

As applicable, outline the involvement of any other community organizations/agencies.

Involvement from area schools is key to the success of the TCPP. BFJJC works with all area schools to facilitate the truancy process. The BFJJC is involved in the MacArthur Models for Change Imitative (MfC) in Washington State. As a participant in MfC, we have selected Truancy as a "targeted area of improvement". We are working with all area school districts to comprehensively map the local truancy process. In addition, BFJJC has also partnered with the Pasco School District on their recent Building Bridges grant. While the TCPP does not require financial support from other community agencies it does rely on the support of area school districts. Through our efforts with MfC, truancy is becoming a major focus of concern in our community, and a particular area of concern of our newly formed Latino Juvenile Justice Network (LJJN). The BFJJC is also a new "Juvenile Detention Alternatives Initiative" (JDAI) site and is undergoing a process to fully develop and analyze the data regarding our local use of detention. One of our primary areas of focus under this initiative is status offenders and low-risk youthful offenders. Both the MfC and JDAI Initiatives involve the significant effort by formalized workgroups consisting of judges, prosecutors, law enforcement, defense council, BFJJC staff, the LJJN, local schools, local service providers, university partners, youth and parents. The development and monitoring of the TCPP will be incorporated in the evaluative role of the MfC Truancy Workgroup and the JDAI Workgroup.

In addition, the BFJJC trains and partners with community volunteers who participate on Truancy Boards and who provide mentoring services to youth performing RCS hours as an alternative to secure detention. The participation of volunteers in these roles is an important, if not critical, component of the proposed TCPP.

Describe Staffing and Staff qualifications

The TCPP will incorporate existing truancy staff in addition to hiring a full-time Juvenile Probation Counselor II and a halftime Community Monitor. The JPC II will be required to have at least one-year experience with at-risk youth and have a Bachelor's degree in a Human Services field of study. The JPC II will provide case management to the multiple contempt caseload as well as support the EM and RCS programs. The Community Monitor will be required to have a High School diploma and experience with at-risk youth. The primary duties of the Community Monitor will be to facilitate the EM and RCS programs and provide additional support to youth on the multiple contempt caseload. Given the significant Latino population in Benton and Franklin Counties, at least one of the new staff will be required to be bi-lingual in the Spanish/English languages.

IV. Use the Logic Model below to describe the resources, activities, outputs, outcomes, and goal (s) of the project.

2008 Logic Model

Resources	Activities	Outputs	Outcomes	Goal(s)
Program inputs. elements or ingredients that constitute the program.	Methods for providing the program. Specific processes or events undertaken.	Units of service or product units. How many, how often, over what duration?	Short intermediate or longer-term changes anticipated in participants' lives and/or in organization or community conditions.	Ultimate impacts(s) expected to occur, usually beyond what one program alone can achieve.
• 1.75 new FTE's. • Existing 2 (full-time) 2 (half-time) FTE's. • Community volunteers. • Electronic Monitoring Equipment. • Existing Work Crew equipment and community partnerships. • Check & Connect training. • All youth on Truancy Petition. • Positive reinforcement incentives for school attendance.	• Truancy presentation and skills class • Truancy board review meetings. • Case management of initial contempt youth. • Case management of multiple contempt youth. • Referral to community resources • Check & Connect case management. • Restorative Community Service work crews and individual placements. • Electronic Monitoring.	• Train staff and volunteers in truancy presentation/ goals class • Provide Truancy presentation and skills class to 600-800 youth per year. • Train new staff in Check & Connect case management model • Provide a skills class and case management to 200-300 initial contempt youth. • Provide case management to 75-100 multiple contempt youth. • Referrals to community resources. • Provide EM to 50-60 youth. • Provide RSC to 75-100 youth.	• Youth will attend school on a regular basis. • Youth will understand value of an education. • Youth academic achievement (GPA) will increase. • Youth attachment to school will increase. • Reduction in youth entering secure detention for truancy contempt. • Reduction in youth entering secure detention for truancy warrants.	• Prevention of school drops out. • Re-entry of youth into regular or alternative school program. • Completion of high school diploma or alternative. • Reduce likelihood of youth acting out in an illegal or delinquent manner

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Benton-Franklin Counties Truancy Contempt Prevention Project

12. TIME PHASING

The timetable should identify each of the outcomes and outputs the project must complete. It should also include the ongoing tasks necessary to keep the project operating.

PROJECT OUTCOMES	PHASING OF OUTPUTS AND ACTIVITIES (TASKS)	MONTHS											
		1	2	3	4	5	6	7	8	9	10	11	12
TCPP youth will understand truancy laws and value of an education	Train staff and volunteers in truancy presentation/goal setting class.	x	x										
	Provide truancy presention/goal class			x	x	x	x	x	x	x	x	x	x
The school attendance of initial and multiple contempt youth will increase.	Hire 1.75 FTEs	x	x										
	Train new staff in Check & Connect case management model.	x	x										
The academic achievement (GPA) of initial and multiple contempt youth will increase.	Develop caseloads of initial and multiple contempt youth.	x	x										
The attachment to school will increase for TCPP initial and multiple contempt.	Provide case management to initial contempt youth.			x	x	x	x	x	x	x	x	x	x
	Provide case management to multiple contempt youth.			x	x	x	x	x	x	x	x	x	x
	Referral to community resources.			x	x	x	x	x	x	x	x	x	x
	School engagement Survey			x	x	x	x	x	x	x	x	x	x
Reduction in youth entering secure ention for truancy.	Train staff in electronic monitoring procedures.	x	x										
Reduction in youth entering secure detention for truancy warrants.	Train staff in Restorative Community Service procedures.	x	x										
	Provide electronic monitoring to 50-60 youth.			x	x	x	x	x	x		x	x	
	Provide Restorative Community Service to 75-100 youth.			x	x	x	x	x	x		x	x	

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12. TIME PHASING (CONTINUED)

PROJECT OUTCOMES	PHASING OF OUTPUTS AND ACTIVITIES (TASKS)	MONTHS											
		1	2	3	4	5	6	7	8	9	10	11	12

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13. EVALUATION DESIGN (START ON PAGE 13)

The goal of the evaluation is to assess the effectiveness of the project. The evaluation must be conducted by an objective outside party. A written evaluation report, including an executive summary, is required. The Contractor shall allocate at least seven percent (7%) of the budget for evaluation. List the budget under CONTRACTUAL SERVICES on page 6.

Submit a description of the overall evaluation design using the Logic Model format (see page 14). Attach as many pages as required to properly address the topics.

All new grant applicants, except for those funding Community Juvenile Justice Coordinator (CJJC) groups and technical assistance grant applications, must complete this section. Where applicable, continuation funding grant applicants should discuss the status of their evaluation efforts to date using this format.

The Department shall not issue the payment for the final Financial Report until the Office of Juvenile Justice has approved a copy of the final evaluation report, which is due no later than 60 days from the contract end date.

I. PLANS TO CONTRACT WITH AN EVALUATOR ON THE NEXT PAGE.

Describe your plan to contact with an evaluator.

II. LOGIC MODEL

Use the Logic Model below to describe the Outcomes, Indicators, Data Collection Methods/Tools, Data Collection Frequency/ Schedule, and Sampling Strategy.

Outcomes	Indicators	Data Collection Methods/Tools	Data Collection Frequency/Schedule	Sampling Strategy and Size
Short, intermediate or longer term changes anticipated in participants' lives, and/or in organization or community conditions. (These are appropriate for the project and are something for which it can be held accountable.)	Detailed examples that can be seen, heard, or read that demonstrate outcomes are being met. (These are directly related to the outcome and help to define it, and are measurable during the project period.)	Method for gathering statistics for the assessment of the project. They need to be valid and reliable, culturally appropriate, and are within the agency's resources to implement. (You may use "off the shelf" data collection tools or develop your own. These may be case records, assessments, interviews, survey, etc.)	Describe when and how often data will be collected. Consider: • How frequently you are in contact with participants. • When data will be available to you and confidentiality. • Whether you are accountable for short-term or long-term change.	State whether the entire participant population will be included or a sample will be taken. If the project has less than 100 participants, all participants should be included. If you need to sample, describe which sampling method you will use.
For example: • Increase in grades (GPA) at end of school year. • Increase in pro-social behaviors. • Decrease in aggressive behaviors. • Decrease in recidivism.	For example: • At least 30 of the 40 youth will have an increase in grades (GPA) at the mid-semester marking period. • At least 30 of the 40 youth will show an increase in pro-social verbal skills. • No project youth will be in a fight during the week. • No project youth will be arrested during the month.	For example: • Attendance taken at every after-school mentoring session. • Student grades. • Teacher's daily log that records student behavior. • Referrals to the principal for fighting. • Survey of parents. • Police arrest records.	For example: • At entry into project and at end of school year. • Weekly, during the project. • At one-year follow-up. • Confidentiality forms will be signed with Administrator of the Courts to use JUVIS records.	For example: • All students in the project. • All teachers of students in the project. • Every third student entering the project.

* This was adapted from page 52, Outcomes for Success 2000 Edition, by the Evaluation Forum, Organization Research Services, Inc. and Clegg and Associates.

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13. EVALUATION DESIGN (START ON THIS PAGE)

Plan for Contracting with an Evaluator

On this page, within the box below, state how you plan to hire a qualified, independent evaluator, or give the name and qualifications of the evaluator you have already selected.

A qualified evaluator is someone with a graduate degree in a relevant discipline (and course work in statistics), or a person who has conducted successful project evaluations. You may be able to find a qualified evaluator at your local college or university. You may also be able to find a qualified evaluator by asking other agencies in your community. If you need help finding an evaluator, please call the Office of Juvenile Justices, at (360) 725-3600.

Project's Plan to hire a qualified, independent evaluator:

EVALUATOR WILL BE SUPERVISED BY:

If your project is funded, the GJJAC expects you to identify your independent evaluator and send a coy of your contract with the evaluator within 45 days of your contact start date.

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Benton-Franklin Counties Juvenile Justice Center	05/19/2008

PROJECT TITLE

nton-Franklin Counties Truancy Contempt Prevention Project

14. LOGIC MODEL

Outcomes: Short, intermediate or longer term changes anticipated in participants' lives, and/or in the organization or community conditions.	-Increase in attendance for initial and multiple contempt youth at end of each semester. -Increase in academic achievement (GPA) for initial and multiple contempt youth at end of school year. -Increase in school engagement at end of school year. -Decrease in number of youth in secure detention for truancy contempt. -Decrease in number of youth in secure detention for a truancy warrant.
Indicators: Detailed examples that can be seen, heard, or read that demonstrate outcomes are being met.	- 30%-50% of the initial contempt youth will demonstrate improved attendance at the end of the school year. - 20%-30% of the multiple contempt youth will demonstrate improved attendance at the end of the school year. -30% of the initial contempt youth will demonstrate improved academic achievement at the end of the school year. -10% of the multiple contempt youth will demonstrate improved academic achievement at the end of the school year. -Youth entering secure detention for a truancy contempt will decrease by 50% from the
Data Collection thods/Tools: ...thods for gathering statistics for the assessment of the project. Measures need to be valid and reliable, culturally appropriate, and within the agency's resources to implement.	-Attendance report from schools - Grade report from schools -Juvenile court detention confinement report - Student engagement survey for initial and multiple contempt youth.
Data Collection Frequency/Schedule: Describe when and how often data will be collected, and if you need confidentiality agreements.	Weekly attendance reports will be obtained from the school on all initial and multiple contempt youth. Quarterly grade and attendance reports will be obtained from the school on all initial and multiple contempt youth. Quarterly detention confinement reports will be obtained from the juvenile court. Student engagement surveys will be collected at entry into the project and at the end of the school year. No confidentiality forms will be required.
Sampling Strategy: State whether the entire participant population will be included, or you will use a sample. If the ct has less than 100 participants, all participants should be included.	All initial and multiple contempt youth.

AGENCY NAME	DATE
PROJECT TITLE	

14. LOGIC MODEL

Outcomes: Short, intermediate or longer term changes anticipated in participants' lives, and/or in the organization or community conditions.	
Indicators: Detailed examples that can be seen, heard, or read that demonstrate outcomes are being met.	previous year. -Youth entering secure detention for a truancy warrant will decrease by 50% from the previous year. -30% of the initial contempt youth will report an increase in school engagement at the end of the year. -10% of the multiple contempt youth will report an increase in school engagement at the end of the year.
Data Collection Methods/Tools: Methods for gathering statistics for the assessment of the project. Measures need to be valid and reliable, culturally appropriate, and within the agency's resources to implement.	
Data Collection Frequency/Schedule: Describe when and how often data will be collected, and if you need confidentiality agreements.	
Sampling Strategy: State whether the entire participant population will be included, or you use a sample. If the project has less than 100 participants, all participants should be included.	

ATTACHMENT A

FEDERAL GRANT APPLICATION
STANDARD CONDITIONS AND CERTIFICATIONS

A. This GRANT APPLICATION consists of the following:

1. JJ-1 GRANT APPLICATION, signed by both the officials authorized to sign for the Applicant and for the Department. Once accepted for contracting, it will also contain:

2. JJ-2 APPROVED BUDGET AND SPECIAL CONDITIONS.

B. COMMITMENT TO UNDERTAKE AND COMPLETE PROJECT: The Contractor shall undertake and complete or cause to be undertaken and completed the project described in its GRANT APPLICATION as modified by the conditions and provisions of the JJ-2 form.

C. TIME OF PERFORMANCE: The term "Project Period" as used in this document means the period of time from the beginning date. The Contractor shall undertake and complete such performance in a sequence and manner ensuring the project's completion on or before the end of the project period.

D. MATCHING CONTRIBUTION: The Contractor shall contribute expenditures incurred by the Contractor in undertaking and completing the project as match for the reimbursement paid by the Department except for those expenses the Department has agreed to reimburse utilizing FEDERAL (OJJDP) FUNDS. The matching contribution will be made on each financial voucher. Applications may be submitted without including a matching contribution.

E. REIMBURSEMENT: The Department shall reimburse a portion of the Contractor's eligible expenses utilizing FEDERAL (OJJDP) funds up to and including the amount or percentage specified in the JJ-2 form, whichever is less. It is expressly understood that in no event shall the total amount or percentages reimbursed by the Department under this subsection exceed the amounts and percentages labeled in the JJ-2 form as FEDERAL (OJJDP) funds. Reimbursement may be monthly or quarterly. Advance payments are prohibited (see paragraph T).

F. ELIGIBILITY OF REIMBURSABLE EXPENSES: The Contractor shall only be entitled to reimbursement for those expenses incurred during the project period or during an extension agreed on by the Contractor and the Department. Any extension shall be confirmed in writing by a contract amendment and allowable under OJJDP regulations and guidelines. The Department shall not make the final payment until the Office of Juvenile Justice has approved the final progress report and the projects evaluation.

G. RETAINAGE: The Department may retain an amount not exceeding ten percent (10%) of the FEDERAL (OJJDP) funds pending receipt of the final financial report.

H PERSONNEL:

1. The Contractor shall provide or secure all personnel required to undertake and complete the project. Such personnel shall not be employees of or have any contractual relationship with the Department. (This provision does not apply to grants made to divisions or bureaus of the Department.) All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such activities.

2. The Contractor shall supervise all of the activities of project personnel.

3. The "Project Director" shall be named in the GRANT APPLICATION. The Project Director may be changed by the Contractor, by a contract amendment.

I. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT: The Contractor, his or her employees, or his agents performing under this agreement, are not employees or agents of the Department. The Contractor shall not claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

J. SUBCONTRACTING: None of the project activities described in the GRANT APPLICATION shall be subcontracted (other than in such manner as is clearly described in the GRANT APPLICATION) without prior written consent of the Department.

K. ACKNOWLEDGEMENT OF ASSISTANCE: All documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, program evaluations, and other material published or otherwise completed as part of the project, other than materials that are exclusively for internal use by the Contractor, shall carry the following notation on the front cover or title page, together with the date (month and year) the material was prepared.

"The preparation of this (plan, report, map, document, etc.) was aided by the Office of Juvenile Justice, DSHS, through a federal grant from the Office of Juvenile Justice and Delinquency Prevention of the U.S. Department of Justice, authorized under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1992, through a grant approved by the Governor's Juvenile Justice Advisory Committee."

L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT:

1. Adequate and Effective Competition. The Contractor shall ensure adequate and effective competition is sought to the maximum practicable extent consistent with the value, nature, and specifications of services, materials, supplies or equipment to be procured for the project. Services, materials, supplies or equipment must be obtained under applicable requirements in the Revised Code of Washington (RCW), provided, however, the following minimum procurement standards must be met unless more stringent local or state requirements exist.

2. Review and Analysis. The Contractor shall review all procurement actions to avoid purchasing unnecessary or duplicate items. Where appropriate, the Contractor shall make an analysis of lease and purchase alternatives to determine the most economical, practical alternative.

L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT (CONTINUED):

3. Procurement by Formal Advertising. The Contractor shall make all procurements by publicly advertised invitation for bids, sealed bids and public openings unless negotiation for procurement is appropriate as determined under the Department of Justice "Financial Management for Planning and Action Grants Guideline Manual" M7100.1 (series). Any procurement under state contract by a Contractor that is not a state agency will be considered a negotiated procurement and must be authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW). Procurements totaling $2,500 or less need not be advertised unless otherwise required by state or local law or regulations.

4. Procurement Descriptions. Solicitation for bids or quotations shall contain a clear and accurate description of the technical requirements for the material, product, or service to be procured and exclude any unnecessary features restricting competition. When special brands or equipment types are specified in the GRANT APPLICATION or bid proposal, such specification shall be solely for the purpose of indicating the standards of quality, performance, or use desired. Suppliers developing or drafting specifications for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. Action on Bids. When sealed bids are obtained by formal advertisement.

   a. Awards shall be made to the responsible bidder or bidders whose bid is:

      1) Responsive to the invitation for bids; and

      2) Most advantageous based on the evaluation of prices, delivery dates, quality and other pertinent factors.

   b. Any and all bids may be rejected when it is in the Contractor's interest to do so and such rejections are in accordance with applicable state and local law, rules, and regulations.

6. Procurement Methods. The Contractor shall use the appropriate type of procuring instruments (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, etc.) for the particular procurement and for promoting the best interest of the grant program involved. The contractor shall not use the "cost-plus-a-percentage-of-cost method of procurement.

7. Single Source and Sole Source Procurement. The Contractor shall make single source and sole source procurements only as a last option and such procurements shall be approved in writing by the Department prior to the selection of vendors and accepted prices. For purposes of this contract, a proposed formally advertised or competitively negotiated procurement, for which only one bid or proposal is received, is deemed to be a sole source procurement.

8. Collusion or Conflict of Interest. The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest as well as any possibility of appearance of collusion or conflict of interest.

9. Contract Administration. The Contractor shall maintain a system of contract administration by the Contractor to assure:

   a. Vendor or suppliers conformance with the terms, conditions, and specifications of the contract or purchase order; and b. Adequate expediting and timely follow-up of all deliveries.

10. Documentation. The Contractor must maintain procurement records or files providing for pertinent documentation and supporting the procurement action including the justification for the use of sole or single source or the negotiated method of procurement, contractor or vendor selection, and the basis for the cost or price negotiated.

11. Small and Minority-Owned Business Sources. The Contractor shall make a positive effort to utilize small and minority-owned business sources for supplies and services. Such positive efforts may include small and minority-owned business set-asides; and should include, where feasible, the breakout of work that could readily be handled by small and minority-owned businesses. The Contractors efforts shall include the aggressive recruitment of small and minority-owned businesses for bidders' lists.

M. LICENSING AND ACCREDITATION STANDARDS: The Contractor shall comply with applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See Chapter 19.02 RCW for state licensing requirements/definitions.)

N. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT:

1. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other material prepared by the Contractor in connection with the project shall be the joint property of the Contractor and the Department.

2. No report, device, thing, or document of whatever kind or nature, produced in whole or in part in connection with the project shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the Department.

3. When capital assets or equipment acquired with project funds are sold or cease to be used for juvenile justice purposes as defined under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1988, the Contractor shall pass the underpreciated or resale value thereof (whichever is higher) to the Department in the same proportion as FEDERAL (OJJDP) funds and STATE funds were utilized to acquire such property.

O. ACCESS TO CONTRACTOR'S RECORDS AND PUBLIC AVAILABILITY OF INFORMATION:

1. Under applicable federal legislation and regulations, all records, papers, and other documents kept by the Contractor and its subgrantees and contractors relating to the receipt and disposition of project funds shall be made available upon request of OJJDP, the U.S. Department of Justice, the Comptroller General, the Secretary of Labor, the Department, and their authorized representatives for the purpose of inspecting, auditing, examining, and making excerpts and transcriptions or copies, and to the public and press under the terms and conditions of the Freedom of Information Act (5 U.S.C. 552) and appropriate state acts.

0. ACCESS TO CONTRACTOR'S RECORDS AND PUBLIC AVAILABILITY OF INFORMATION (CONTINUED):

2. Subject only to the exceptions and conditions under those acts and provisions of law requiring public records to be kept in a particular office or place, all identifiable plans, applications, grant or contract awards, reports, books, papers or other documents maintained by the Contractor pertinent to activities supported by grant funds shall be made promptly available on request to any person for inspection and copying.

3. The Contractor shall comply with the requirements of the sections of the Department of Justice Financial and Administrative Guide for Grants M7100.1 (series) relating to the availability to the public of identifiable records or other documents pertinent to the receipt or expenditure of OJJDP funds and the records of votes relating to the approval of plans or the allocation or award of OJJDP funds. The Contractor shall include in any subgrant or contract involving funds provided under this contract, a condition requiring its subgrantees or contractors also to comply with such requirements.

P. MAINTENANCE OF RECORDS: The Contractor shall maintain for a period of five (5) years after the expiration of this Contract records that are sufficient to:

- .Document the performance of all acts required by the Contract;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly reflect all expenditures made by the Contractor to perform under the Contract;
- Ascertain that personnel policies, procedures and practices were in compliance with the Contract and applicable state and federal law; and
- Ascertain that all taxes and insurance required by state and federal law and by the terms of the Contract were paid by the Contractor.

Q. RIGHT OF INSPECTION: The Contractor shall provide right of access to its facilities to the Department, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

R. SAFEGUARDING OF CLIENT INFORMATION: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by written consent of the recipient or client, his/her attorney, or his/her responsible parent or guardian.

S. AMENDMENT OF CONTRACT AND DEOBLIGATION OF FUNDS:

1. The Department or Contractor may from time to time request changes in the project including an increase or decrease in the amount of reimbursement or required matching contribution. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless a contract amendment, signed by authorized representatives of the Parties hereto, is made. Changes in budget items not resulting in an increase in the FEDERAL OJJDP funds, time extensions granted for the completion of performance, and change in the scope of Contractor's project not altering the basic project purpose may be authorized by the Department.

2. A contract amendment shall not be necessary for budget revisions amounting to less than ten percent (10%) of the smallest affected budget category. As soon as the Contractor identifies a change in expenditure rates which will cause a variation of ten percent (10%) or more, of the smallest affected budget category, a request for revision (Form JJ-5) must be submitted to the Office of Juvenile Justice.

3. If, after the completion of the basic project and the Department's receipt of the final financial report, there are funds allocated but not required for the project, such funds shall be deobligated and no longer available for reimbursement. Deobligation shall occur when the Department sends a written notice, specifying such deobligation to the Contractor.

4. Only the Contracting Officer, or his/her delegate by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

T. ADVANCE PAYMENTS PROHIBITED: The Department shall not make any payment in advance or in anticipation of services or supplies to be provided under this agreement.

U. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all claims and/or damages to persons and/or property resulting from his/her/its negligent or intentional acts and omissions.

V. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, at the Department's discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

W. CONFLICT OF INTEREST: DSHS may, by written notice to the contractor.

a. Terminate the right of the contractor to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW Chapter 42.52. This includes, but is not limited to prohibitions against offering DSHS employees, directly or indirectly, anything of economic value from a contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship " with DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state business DSHS employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

b. In the event this contract is terminated as provided in (a) above, DSHS shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. The rights and remedies of DSHS provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Officer under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of the agreement.

X. TERMINATION:

1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Department shall have the right to terminate this contract.
2. The Department may terminate this contract without recourse in the event that, for any reason, federal or state funds are not appropriated, allotted, or available to the Department for the purpose of meeting the Department's obligation hereunder. The Department shall provide written notice of such termination to the Contractor at least five (5) days prior to the effective date thereof.
3. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this contract shall be delivered to the Department within 10 days after termination. If this contract is terminated, the Department may reimburse the Contractor for obligations incurred through the effective date of termination.
4. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the Department for costs, if any, assessed against the Department or OJJDP, if such costs were incurred as a result of a breach of this contract by the Contractor; the Department may withhold payment to the Contractor until the exact amount of any such costs is determined.

Y. RESOLUTION OF CONFLICTING PROVISIONS:

1. In the event of conflict, the controlling documents shall be in the following order, applicable OJJDP regulations and Guidelines; the Grant Award contract (JJ-1); the Approved Budget and Special Conditions (JJ-2); Standard Conditions and Certification.
2. Except as otherwise provided in this contract, when a bona fide dispute arises between the Department and the Contractor and it cannot be resolved, either party may request a dispute resolution with the Office of Juvenile Justice following the dispute resolution guidelines. Either party's request for a dispute resolution must:

   a. Be in writing, and
   b. State the disputed issues, and
   c. State the relative positions of the parties, and
   d. State the Contractors name, address, and his/her Department contract number, and
   e. Be mailed to the DSHS Office of Juvenile Justice (OJJ), PO Box 45203, Olympia WA 98504-5203, within (15) days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any action in judicial or quasi-judicial tribunal.

3. This contract shall be governed by the laws of the State of Washington.

Z. NON-WAIVER OF DEPARTMENTS RIGHTS: The Department's failure to insist on the strict perfonT1ance of any provision of this contract or to exercise any right based on a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

AA. NONASSIGNABILITY OF CLAIMS/RIGHTS/CAUSE OF ACTION: The contractor shall not assign or transfer any claim/rights/cause of action arising under this contract.

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

CC. LIMITATION OF AUTHORITY: Only the OJJ Office Chief or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contact on behalf of DSHS. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the OJJ Office Chief.

DD. REPORTING REQUIREMENT:

1. Financial Reports. Financial reports must be submitted on the JJ-3 form. Financial reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due at the Department (15) days following the end of the quarter and must be submitted even if there are no expenditures for the period.

2. Progress Reports. Progress reports must be submitted on the JJ-4 form. Progress reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due fifteen (15) days following the end of the quarter and must be submitted even if there was no project activity during the period. Progress reports become delinquent sixteen (16) days following the end of the quarter. No reimbursement shall be made to projects with delinquent progress reports.

3. Evaluation Report. An evaluation report, if required by the agreement, must be submitted no more than sixty (60) days after the end of the project period. A two page executive summary must be included in the evaluation report. Three copies of the evaluation report must be submitted to the OJJ. Payment of the final financial report cannot be made until the required evaluation report is accepted by the Office of Juvenile Justice.

EE. OVERPAYMENT AND ASSERTION OF LIEN: In the event that DSHS establishes overpayment or erroneous payments made to the contractor under this contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property , or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS, or by doing both.

FF. NONEXPENDABLE PERSONAL PROPERTY: Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased in whole or in part with OJJDP grant funds. On completion of the project, the Contractor will submit a list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.

GG. NONDISCRIMINATION: The Contractor shall comply with all federal and state nondiscrimination laws and regulations.

HH. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN: In the event of the contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with DSHS. DSHS shall, however, give the contractor reasonable time to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

II. NON-SUPPLANTING CERTIFICATION FOR GOVERNMENTAL AGENCIES: By signature of its authorized representative on page 1 of the GRANT APPLICATION, the Applicant certifies that its non-federal expenditures for juvenile justice activities, if any, for the project period, are at least as great as for the preceding year, and budget figures supporting this certification are available on request (if certification cannot be made, the applicant must attach a full explanation.)

JJ. COMPLIANCE WITH JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT: The Contractor shall comply with all provisions of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. 5601 et seq., and all implementing or related rules and regulations).

KK. AUDIT REQUIREMENTS: Prior to reimbursement, the subgrantee agrees to submit to the Office of Juvenile Justice, DSHS, for review and approval, a copy of the latest entity audit and a copy of the resolution of any audit findings. The Office of Management and Budget (OMB) Circular A-133 or A-128 sets forth financial management standards for private non-profit organizations receiving federal assistance. All recipients of OJJDP funds are responsible for compliance with the requirements of OMB Circular A-133 or A-128, and other applicable federal and state regulations. Private non-profit organizations shall arrange for independent audits which meet the requirements of OMB Circular A-133 or A-128. Private non-profit organization subgrantees shall submit a copy of their latest independent audit and the resolutions of any audit findings. Such audits must be made at least every two years.

LL. LOBBYING PROHIBITION: Under Section 294(c)(1) of the Juvenile Justice and Delinquency Prevention (JJDP) Act, funds paid under Section 223(a)(10)(D) and Section 224(a)(7), to any public or private agency, organization or institution or to any individual shall not be used to pay for any personal service, advertisements, telegram, telephone communication, letter, printed or written matter, or other device, intended or designed to influence a Member of the Congress or any other Federal, State, or local elected official to favor or oppose any Acts, bills, resolutions, or similar legislation, or any referendum, initiative, constitutional amendment, or any similar procedure by Congress, any State legislature, any local council, or any similar governing body. This subsection shall not preclude such funds from being used in connection with communications to federal, state, or local elected officials, on the request of such official through proper official channels, pertaining to authorization, appropriation, or oversight measures directly affecting the operation of the program involved.

MM. DEBARMENT: By signature of its authorized representative on page 1 of this Grant Application, the Applicant certifies, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. If certification cannot be made, the Applicant must attach a full explanation. (This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities.)

NN. DRUG-FREE WORKPLACE ACT: The Contractor shall maintain work places as free as possible from alcohol and illegal drugs. Further, the Contractor shall provide an opportunity for recovery to any employee whose use of alcohol and/or drugs has produced a dependency harmful to his/her work.

OO. COMPLIANCE WITH STATE AND FEDERAL LAW: At all times during the term of the Contract, the Contractor shall comply with all applicable state and federal laws and regulations, including without limitation all applicable ethics, nondiscrimination, worker's compensation, occupational disease, and occupation health and safety laws, statutes, and regulations. Neither the state of Washington nor DSHS shall be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.

Benton-Franklin Counties Juvenile Justice Center
Truancy Contempt Prevention Project

Response to Proposal Questions and Comments

Provide more detail in the Logic Model.
Additional detail has been added to the Logic Model.

Provide a clear differentiation between the current/present program and the "new program".
The proposed TCPP differs from the current truancy program in several areas. Currently all truancy staff have a mixed caseload of initial truancy petition, initial contempt and multiple contempt youth. Caseloads range from 192 youth to 286 youth, making it very difficult to provide meaningful and consistent intervention. The TCPP proposes to breakdown the truancy caseload into three categories or levels of needed intervention: initial petition youth; initial contempt youth; and multiple contempt youth.

Initial Petition Youth

Currently, the primary way of working with initial petition youth is to assign the youth to a Truancy Board, where the youth and parent meet with community volunteers and are given a opportunity to sign the Agreed Order to Attend School. Youth who choose not to sign an agreed order will exercise their right to a court hearing. Historically, the truancy board process has not been as successful in engaging youth and families in discussions regarding overcoming barriers to school attendance as the design intends. This is largely because the truancy board volunteers spend much of the initial meeting with the youth and family explaining the truancy process and potential consequences of truancy. We have been experimenting with alternatives ways to better utilize the truancy board process. The most promising alternative, that we intend to fully implement in September 2008, is to have a truancy counselor facilitate a group presentation to the initial petition youth and their parents. The presentation focuses on the truancy laws and consequences of dropping out of school. The counselor than leads the group through a goal setting exercise regarding school attendance. At the end of the presentation the student and parent meet with a community volunteer to sign the Agreed Order to Attend School and review the goal. Youth who choose not to sign the agreed order will be scheduled for a court hearing. The youth who sign an agreed order or who appear in court and are ordered to attend school are than scheduled to return to a volunteer truancy board in two weeks to report on their attendance and progress on their goal. The volunteers on the truancy board will help the youth and family identify any ongoing barriers and explore resolutions. A youth may be asked to return to the board in another two weeks if no progress has been made on their attendance by the time of the initial truancy board review. Truancy boards are scheduled for two evenings a week and serve approximately 600-800 youth per year.

Initial Contempt Youth

Currently, at a youth's initial contempt hearing they are ordered to attend a two-hour social skills workshop (goal setting and decision-making) and ordered to attend school with up to seven (7) days detention to be served on work crew. This obligation is purged if the youth attends school. Current follow up and targeted case management is sporadic and not focused. The TCPP will provide case management services to all initial contempt youth, utilizing the "Check & Connect" model described below, that will focus on monitoring of school disengagement warning signs (attendance and grades), referral to interventions individualized to the student needs, development of problem-solving skills, and the encouragement of participation in extracurricular activities. Truancy staff will work with the student, parent and school to identify and overcome barriers to school success. As school participation improves, the intensity of case management will decrease. If a youth continues to exhibit poor school participation and a second contempt is filed by the school they will move to the multiple contempt caseload for more

structured intervention. It is expected that the program will serve approximately 200-300 initial contempt youth during the year with an average caseload of size of 50-60 youth per truancy staff.

Multiple Contempt Youth

Currently, multiple contempt youth are not provided any structured case management and are ordered to work crew or detention as part of the previously ordered purge conditions. The proposed TCPP 1.75 FTE's will specifically target the multiple contempt youth that are not currently on community supervision for a criminal offense. We anticipate serving 100 of these multiple contempt youth during the school year. The new TCPP staff will be responsible for providing detention alternatives, including restorative justice based work crew and electronic home monitoring, and case management utilizing the "Check & Connect" model described below for all multiple contempt youth. The focus of these case management services will be to identify the youth's risk factors that contribute to school failure and identify protective factors that will promote school success. Staff will than work with the student, parent and school to identify an educational plan that will promote student success and prevent additional contempt filings. In addition, staff will facilitate referrals to community resources such as substance abuse and mental health as needed. By dedicating specific staff to work with the multiple contempt youth it will free up existing truancy staff to focus on the initial petition youth and initial contempt youth.

Detention Alternatives

The difference between the current work crew option and what the TCPP will provide is three fold. The first difference is that the TCPP will develop a separate RCS opportunity that does not mix offender youth with truant youth. The second difference is that the TCPP will develop school based RCS and mentors in addition to traditional community projects. The third difference is that the separate work crew will allow for greater availability and more immediate sanctions. We anticipate having the ability for the youth to attend a RSC work crew or project site within two weeks of the hearing. In summary, separating low risk "civil" truant youth from exposure to higher risk "offender" youth is a necessary step substantiated in risk assessment research. In addition, the separation will provide youth with a more immediate and appropriate RCS opportunity. School based RCS will also address the targeted risk factor of poor school engagement, by developing individual relationships with school based mentors thereby developing/increasing attachment to school.

Electronic Monitoring is not currently provided as a detention alternative at the Benton-Franklin Counties Juvenile Justice Center.

Address how staff can provide intensive casework to 125-250 youth as well as serve the remaining 800 youth?

As clarified in the program description, we anticipate receiving up to 800 initial truancy petitions. We anticipate serving approximately 600-800 of these youth using an educational presentation to the youth and their parents that will incorporate the following: review of the truancy laws; consequences of not obtaining a high school diploma or alternative; and information that helps the youth and parent in setting goals to overcome barriers to school attendance. Currently four truancy staff have responsibility for facilitating truancy boards. This will continue utilizing the previously mentioned presentation format and return to board procedure.

The caseload of initial contempt youth will be dispersed between the same four truancy counselors that provide the previously mentioned truancy presentation. They will also provide case management until the attendance issues are resolved or the youth moves to the multiple contempt caseload. A review of the historical data indicates that approximately 66% of youth on an initial petition correct their attendance issues. The remaining 34%, which based on historical data represents approximately 300 youth will have an initial contempt filed by the school. These youth will receive the cognitive skills class and case

management. This initial contempt caseload will fluctuate over the course of the school year and we anticipate the number of active cases to average 50-60 youth per counselor.

The multiple contempt caseloads consists of those youth that continue to be truant beyond the initial contempt and for whom the school files more than one contempt. The multiple contempt caseload will be served by the 1.75 FTE's acquired from the grant. A review of the historical data indicates that approximately 36 % of the initial contempt youth fail to correct their behavior and receive additional contempt filings. We anticipate, based on historical data that this caseload will serve approximately 100 youth. This caseload will also build over the school year with some youth correcting their behavior and needing less intervention than other youth. The staff responsible for the case management of the multiple contempt caseload will also be responsible for facilitating detention alternatives for those youth. This provides continuity for the youth and additional contact time for the counselor.

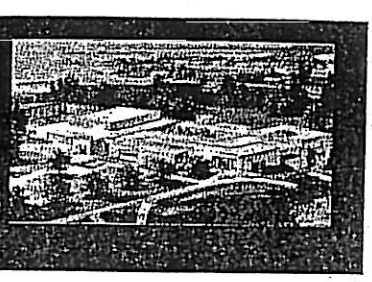
In summary, the TCPP should be adequately staffed to facilitate the three levels of intervention. The caseloads will be high but case management will be focused and fluid based on the youth's needs and success.

How will the agency/department sustain the project?

If the TCPP demonstrates success, the Benton-Franklin Counties Juvenile Justice Center (BFJJC) will work with area school districts and county government to sustain the project. The BFJJC is also involved in the MacArthur Models for Change Imitative (MfC) in Washington State. As a participant in MFC, we have selected Truancy as a "targeted area of improvement". We are working with all area school districts to comprehensively map the local truancy process. Through our efforts with MFC, truancy is becoming a major focus of concern in our community. The BFJJC is also a new "Juvenile Detention Alternatives Initiative" (JDAI) site and is undergoing a process to fully develop and analyze the data regarding our local use of detention. One of our primary areas of focus under this initiative is status offenders and low-risk youthful offenders. Both the MFC and JDAI Initiatives involve the significant effort by formalized workgroups consisting of judges, prosecutors, law enforcement, defense council, BFJJC staff, the LJJN, local schools, local service providers, university partners, youth and parents. The development and monitoring of the TCPP will be incorporated in the evaluative role of the MFC Truancy Workgroup and the JDAI Workgroup. The support of these two initiatives and corresponding workgroups will play a significant role in plans for sustainability.

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

CERTIFIED MAIL

RECEIVED
MAY 21 2008
By_____

#1

May 19, 2008

Office of Juvenile Justice
Department of Social and Health Services
PO Box 45828
Olympia WA 98504-5828

RE: Federal Grant Application – Truancy Contempt Prevention Project

Dear Grant Manager:

Enclosed are two originals of the Benton-Franklin Counties Juvenile Justice Center's Truancy Contempt Prevention Project (TCPP) Federal Grant Application.

Please contact me at (509) 736-2722 or Kathryn.Phillips@co.benton.wa.us if you have any questions or concerns.

Sincerely,

Kathryn M. Phillips

Kathryn M. Phillips,
Administration Senior Secretary

cc: Program File

X

GENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA xx
MEETING DATE: B/C 11-24-08 F/C 12-01-08	Executive Contract XX	PUBLIC HEARING
SUBJECT: Interagency Agreement IAA09440 with Administrative Office of the Courts for Court Interpreters	Pass Ordinance XX	1st DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Motion	2nd DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

BACKGROUND INFORMATION

The State of Washington Administrative Office of the Courts is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding requirements.

SUMMARY

From the period of January 1, 2008 through June 30, 2008, the Benton-Franklin Counties Superior Court, Adult and Juvenile Divisions, entered a similar agreement with AOC. The period of performance for this agreement is from July 1, 2008 through August 31, 2009.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Interagency Agreement IAA09440 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

FISCAL IMPACT

The compensation rate is $28,641.00.

MOTION

I move that the Board of Commissioners sign the Interagency Agreement IAA09440 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT IAA09440 BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement between State of Washington Administrative Office of the Courts and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2008 through June 30, 2009, **NOW, THEREFORE**

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

DATED this 24th day of November 2008
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 1st day of December 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-AOC, 1-BFJJC

INTERAGENCY AGREEMENT IAA09440
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
BENTON/FRANKLIN COUNTIES JUVENILE COURT
5606 W Canal Pl Ste 106
Kennewick, WA 99336-1300

THIS CONTRACT is entered into by and between the Administrative Office of the Courts ("AOC") and **BENTON/FRANKLIN COUNTIES JUVENILE COURT** ("Contractor").

1. PURPOSE

The purpose of this contract is to engage the services of the Contractor to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.42 and 2.43.

a. These funds are intended to address the Contractor's following needs:

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

2. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Contractor will ensure that the interpreter funding is targeted to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons by reimbursing Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding: Funding Conditions / Payment Structure, and Travel and Mileage Reimbursement requirements as set forth at:

https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds

b. The Contractor agrees to actively participate in the new vision and structure for state funding of interpreter services; and to track and provide the interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Contractor

agrees to submit electronically with each request for reimbursement completed Interpreter Services Funding Data reflecting the interpreter services and costs for which the Contractor seeks reimbursement. The Interpreter Services Funding Data must be submitted in accordance with the instructions found at:

https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts .

c. The Contractor agrees to partner closely with the AOC Interpreter Program and the Interpreter Commission to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters), with a view to improving interpreter services and the service infrastructure statewide.

3. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2008 through August 31, 2009.

4. COMPENSATION

a. Contractor shall be reimbursed a maximum of $28,641 (twenty-eight thousand six hundred forty-one and 00/100 dollars) for costs incurred during the period of July 1, 2008 – June 30, 2009. No reimbursement shall be made under this contract for interpreting occurring subsequent to June 30, 2009.

b. Contractor shall receive payment for its costs for interpreter services as set forth in Section 2.a.

c. Contractor shall not be reimbursed until paper A-19 invoices and corresponding electronic Interpreter Services Funding Data (Data) are received and approved by AOC, pursuant to the following schedule:

   1) Paper A-19 invoices and Data reflecting interpreted assignments occurring between July 1, 2008 and December 31, 2008, must be received by the AOC no later than February 13, 2009.

   2) Paper A-19 invoices and Data reflecting interpreted assignments occurring between January 1, 2009 and March 30, 2009, must be received by the AOC no later than May 15, 2009.

   3) Paper A-19 invoices and Data reflecting interpreted assignments occurring between April 1, 2009 and June 30, 2009, must be received by the AOC no later than August 14, 2009.

d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

e. The Contractor shall submit its paper A-19 invoices to:

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

no more frequently than monthly.

The Interpreter Services Funding Data shall be submitted electronically to AOC Court Services as described in paragraph 2.b.

f. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed Interpreter Services Funding Data

g. Contractor shall maintain sufficient backup documentation of expenses under this agreement.

h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through these revenue sharing provisions.

5. ADDITIONAL INTERPRETER DATA

In addition to collecting and submitting to AOC the required interpreter data in order to support its requests for reimbursement as set forth in Section 2.b of this Agreement, the Contractor agrees to document for AOC the amount Contractor spent on interpreter services for calendar years 2005 through 2008, and for the first half of calendar year 2009 (through June 30, 2009).

6. LANGUAGE ASSISTANCE PLAN(S)

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

7. TREATMENT OF ASSETS AND PROPERTY

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

8. RIGHTS IN DATA

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

include material not included within the definition of "works for hire," the Contractor hereby assigns such rights to the AOC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall advise the AOC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

9. INDEPENDENT CAPACITY

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

10. AGREEMENT ALTERATIONS AND AMENDMENTS

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

11. RECORDS, DOCUMENTS, AND REPORTS

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

12. RIGHT OF INSPECTION

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

13. DISPUTES

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

14. TERMINATION

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

15. GOVERNANCE

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

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

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

16. ASSIGNMENT

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

17. WAIVER

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

18. SEVERABILITY

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

19. ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

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

AOC Program Manager:	**Contractor Program Manager:**
Katrin Johnson	Sharon Paradis Administrator
PO Box 41170 Olympia, WA 98504-1170 (360) 704-4062 Katrin.Johnson@courts.wa.gov	5606 W Canal Pl Ste 106 Kennewick, WA 99336-1300 509-736-2151 sharon_paradis@co.benton.wa.us

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS

Dirk Marler, Director
Judicial Services Division

Date

CONTRACTOR

Sharon A. Paradis
Signature

Sharon A. Paradis
Printed Name

Administrator
Title

11/12/08
Date

Benton County Approval

Approved as to Form:

Agreed Review Performed by Franklin County

Sarah Perry, Civil Deputy Prosecuting Attorney Date

By: _____

Name: Claude L. Oliver

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

Franklin County Approval

Approved as to Form:

RVH 11/13/2008

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____

Name: Robert E. Koch

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TERMINATION OF PROFESSIONAL SERVICE AGREEMENT WITH TONYA MEEHAN DBA RODRIGUEZ AND ASSOCIATES FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH FELONIES IN SUPERIOR COURT; RESCINDING RESOLUTION 07-882

WHEREAS, the Board of Benton County Commissioners and Tonya Meehan both desire to terminate the Professional Service Agreement for Legal Representation of Indigent Individuals Charged with Felonies in Superior Court;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby Terminates the Professional Service Agreement for Legal Representation of Indigent Individuals Charged with Felonies in Superior Court effective October 31, 2007, and rescinds Resolution No. 07-882.

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

Original: file
cc: Auditor (Rosie); PA (R. Ozuna);Tonya Meehan; Pat Austin

JPaxton

Rodriguez & Associates, P.S.
Attorneys At Law
7502 West Deschutes Place
Kennewick, Washington 99336
Telephone (509)783-5551
Fax (509) 736-1151

Norma Rodriguez, Attorney
Norma@rodriguezlawwa.com

Dennis Hanson, Rule 9 Intern
Mario Interiano, Rule 6 Law Clerk
Maria Munder, Legal Assistant
Aurora Leon, Legal Assistant
Melissa Baker, Legal Assistant
Francisca Lopez, Receptionist

October 29, 2008

Ray Gonzales
Office of Public Defense
7122 W. Okanogan Pl Bldg A
Kennewick, WA 99336

RE: Tonya Meehan

Dear Mr. Gonzales;

This office, no longer employs Tonya Meehan. Therefore, Rodriguez & Associates, P.S. hereby releases all interest in the Benton County Felony contract to Tonya Meehan as of October 23, 2008. We also will be removing Ms. Meehan from our insurance policy effective October 23, 2008.

If you have any questions, please feel free to contact me.

Sincerely,

Norma Rodriguez
Attorney at Law

cc: Tonya Meehan

Z

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE AGREEMENT WITH TONYA MEEHAN, ATTORNEY AT LAW FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH FELONIES IN BENTON COUNTY SUPERIOR COURT

WHEREAS, the Board of County Commissioners and Tonya Meehan, Attorney at Law, both desire to enter into an agreement effective on November 01, 2008, for legal representation of indigent individuals charged with Felonies 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 Felonies in Superior Court with Tonya Meehan, Attorney at Law for the period November 01, 2008, through December 31, 2010.

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

Judy Paxton

Original: File
Cc: Rosie Sparks; Tonya Meehan; Pat Austin; Rosemary Ozuna

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

THIS AGREEMENT is entered into by and between Tonya Meehan, attorney at law, Washington State Bar Association #32467 ("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 November 1, 2008, and shall continue thereafter through and including the 31st day of December, 2010, 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 150 Andrea Lane, Richland, Washington 99352. Attorney's current local office telephone and fax numbers are (509) 396-9398 and (509) 396-9398, respectively; and Attorney's current office/work e-mail address is TonyaRMeehan@yahoo.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-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 public 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 19 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 censored, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

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

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

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

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

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

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

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

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

6. **CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Attorney's obligation to continue post-termination representation shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this Agreement.

(i) By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a non-homicide crime after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation, except for any court-authorized cost reimbursements specified in paragraph 14.b below.

(ii) By way of further example, in the event that Attorney is required by this paragraph to continue representing a person charged with a homicide or Persistent Offender matter after the termination date of this Agreement, the only compensation that Attorney would be entitled to receive as a result of such continued, post-termination representation is specified in paragraphs 13 and 14.b below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Benton County Superior Court for up to ninety (90) days shall be limited to a sixty (60) day period following the termination date for the following types of matters:

(i) Any civil-based matter;

(ii) Any matter involving a represented person for whom a warrant has been issued;

(iii) Special Sex Offender Sentencing Alternative Revocation hearings; and

(iv) Any case where personal service is not effected within thirty (30) days of the date of the notice of termination.

c. Attorney will be appointed to no new cases under this Agreement during the thirty (30) day period prior to its termination date specified in paragraph 1 above if Attorney provides written notice to the County at least sixty (60) days prior to such termination date of Attorney's desire and intent to not pursue contracting with the County again to provide indigent defense services in Benton County Superior Court after such termination date. Attorney may belatedly provide such written notice at any time within said sixty (60) day time period, but the appointment of new cases to Attorney will not stop until thirty (30) days after the date such notice is received by the County.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **one hundred fifty (150) total case equivalents per calendar year** (proratable for any partial calendar year). The date on which a case or matter is filed (rather than its final date of disposition) shall be used to determine the calendar year in which a case equivalent is to be counted.

8. **CASE EQUIVALENTS.**

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

- A felony appointment shall be counted as one (1) case equivalent except Class A felonies, which shall be counted as two (2) case equivalents.

- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one-half (1/2) of a case equivalent.

- An appointment to represent a person in a material witness matter in a case pending in Benton County Superior Court shall count as one-half (1/2) of a case equivalent.

- An appointment on a felony matter filed in Benton County Superior Court following a declination hearing in Juvenile Court shall count as one (1) case equivalent notwithstanding any prior case credit granted in Juvenile Court.

- An appointment to a case or matter returned to Benton County Superior Court from a higher court shall be counted as determined by the IDC following consultation.

- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

- As set forth in paragraph 13 below, homicide cases and Persistent Offender cases shall not count as any type of case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

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

d. Throughout the term of this Agreement, the IDC shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The IDC shall provide copies of such records to the County and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the IDC in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed as being accurate.

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 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 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, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

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

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case; and Attorney shall use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney shall contact (preferably in person or at least via telephone)

such person to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

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

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

(i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030.

12. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during calendar year 2008, Attorney's monthly compensation hereunder shall be **$6250 per month** (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **$75,000.**

b. During calendar year 2009, Attorney's monthly compensation hereunder shall be **$6506.25 per month** (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **$78,075.**

c. During calendar year 2010, Attorney's monthly compensation hereunder shall be **$6707.94 per month** (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **$80,495.32.**

d. In addition to the stated monthly compensation, during calendar year 2008, Attorney shall receive $300 per day for each full day of trial and $150 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual in session trial proceedings going beyond four (4) total hours for that trial day. Commencing in calendar year 2009 and continuing through calendar year 2010, Attorney shall receive $400 per day for each full day of trial and $200 for each partial day of trial.

e. 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 October 31, 2008, 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 as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide and Persistent Offender cases. By way of further example, if this Agreement is terminated effective November 15, 2008, 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) as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide or Persistent Offender cases.

f. Attorney acknowledges and agrees that the above-stated compensation to Attorney (including the below-described additional compensation Attorney would be entitled to receive for homicide or Persistent Offender cases) shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total of 150 case equivalents.

13. **HOMICIDE/PERSISTENT OFFENDER CASE COMPENSATION.** Homicide and Persistent Offender cases are appointed to the Benton County Superior Court Criminal Defense Panel members on a rotational basis and shall not count against caseload limitations. Attorney shall receive additional compensation for appointments to homicide and Persistent Offender cases in any degree at the rate of **$75.00 per hour** up to a maximum aggregate amount of **$10,000.00** per case (or such greater maximum aggregated amount as may be specifically approved and ordered by the court or its designee in a particular case as being reasonable and necessary due to its extraordinary facts, nature, and complexity).

a. Payment of any such additional compensation is based on time expended on the case by Attorney only. Time expended by other persons (including, without limitation, Attorney's support staff, law partners, or associate attorneys) on such cases at Attorney's request or direction shall be part of Attorney's office overhead and shall not be billable to the County.

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide or Persistent Offender case, Attorney shall be required to submit a vendor warrant payment voucher to the Superior Court Administrator that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney on such case that correspond to such expended and billed hours (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). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and

requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **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. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in the Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the Benton County Superior Court or its designee appoint one of the other Benton County Superior Court Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Superior Court Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Court would have the ultimate and inherent discretion and power to do so.

16. **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.

17. **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 17.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 17.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 17.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 17.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 17, 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).

18. **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 Benton County Court Administrator and the IDC.

a. Upon receiving such complaint, the IDC, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the IDC within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The IDC shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The IDC then may follow-up with the Benton County 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 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.

19. **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 not be appointed any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

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

to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide indigent defense representation in Benton County 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 nor in any way guaranteed.

20. **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.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

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

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the IDC on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Superior Court Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the 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 17 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.

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

23. **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.

24. **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.

25. **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.

26. **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.

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

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.a 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.

33. **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.

34. **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: _____

BENTON COUNTY

_____
Chairman

_____
Commissioner

_____
Commissioner

Date: _____

ATTORNEY

Tonya Meehan

Approved as to Content:

Rafael A. Gonzales
Indigent Defense Coordinator

Approved as to Form:

Timothy G. Klashke 11/18/08
Attorney at Law

aa

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO._____

FRANKLIN COUNTY RESOLUTION NO._____

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

IN THE MATTER OF RESCINDING RESOLUTIONS 08-765 AND 2008-385 MAINTINAING A SALARY GRADE FOR THE BI-COUNTY INDIGENT DEFENSE COORDINATOR

WHEREAS, on September 15, 2008 the Board of Benton County Commissioners approved Resolution 08-765 maintaining the salary grade at its current 2008 budgeted amount, to be increased each year only with the approved COLA established for Benton County non-bargaining employees; and,

WHEREAS, on September 22, 2008 the Board of Franklin County Commissioners approved Resolution 2008-385 maintaining the salary grade at its current 2008 budgeted amount, to be increased each year only with the approved COLA established for Benton County non-bargaining employees; and,

WHEREAS, the Boards of Benton and Franklin County Commissioners retain the right to modify or repeal this determination at their discretion and without prior notification; and

WHEREAS, the Boards of Benton and Franklin County Commissioners desire to amend their determination by establishing the salary grade as follows: date resolution is approved through year 2009 at $100,008; beginning year 2010 at $104,508; beginning year 2011 at $109,212; and beginning year 2012 at $114,120 and to be increased each year after only with the approved COLA established for Benton County non-bargaining employees; **NOW THEREFORE,**

BE IT RESOLVED by the Boards of Benton and Franklin County Commissioners that Resolutions 08-765 and 2008-385 be rescinded; and

BE IT RESOLVED that the Boards Benton and Franklin County Commissioners hereby approves the salary grade for the Bi-County Indigent Defense Coordinator as follows: date resolution is approved through year 2009 at $100,008; beginning year 2010 at $104,508; beginning year 2011 at $109,212; and beginning year 2012 at $114,120 and to be increased each year after only with the approved COLA established for Benton County non-bargaining; and,

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

Original: Benton County; Franklin County
cc: Payroll and Personnel

L. Smith Kelty

Dated this ____ day of November, 2008

_____
Chairman of the Board

_____
Chairman Pro Tem

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

Attest: _____
Clerk of the Board

Dated this ___ day of November, 2008

_____
Chairman of the Board

_____
Chairman Pro Tem

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

Attest:_____
Clerk of the Board

Original: Benton County; Franklin County
cc: Payroll and Personnel

L. Smith Kelty

bb

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING THE CONSTRUCTION CONTRACT TO FOWLER GENERAL CONSTRUCTION, INC. FOR THE RESTROOM ADDITION TO THE CONCESSION BUILDING LOCATED AT THE HORN RAPIDS PARK

WHEREAS, that Benton County Facilities solicited quotes per Resolution 08-133, from three general contractors on the Benton County Small Works Roster; and

WHEREAS, Benton County Facilities received the following quotes from Fowler General Construction Inc., Richland, Washington – Contractors License No. FOWLEGC9610W in the amount of $32,343.02 including WSST; Siefken & Sons Construction, Inc., Richland, WA – Contractors License No. SIEFKSC198MZ in the amount of $41,010.00 excluding WSST; and Chervenell Construction Co., Kennewick, WA – Contractors License No. CHERVC*254KW did not respond; and

WHEREAS, CWH Architects and Facilities Manager reviewed the quotes and recommends Fowler General Construction, Inc. as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that Benton County hereby awards the work of the restroom addition to the concession building located at Horn Rapids Park to Fowler General Construction Inc., Richland, Washington in the amount of $32,343.02 including WSST; and

BE IT FURTHER RESOLVED, that the Board authorizes the CWH Architect to prepare a contract between Benton County and Fowler General Construction Inc. to be placed on the consent agenda for signature.

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

cc: Facilities, PA, Auditor, File

Small

CWH ARCHITECTS PS

architecture ■ planning ■ design

November 7, 2008

Benton County Facilities & Parks Dept.
Mr. Roy Rogers
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

Dear Roy:

RE: Benton County Horn Rapids Restroom Addition to Concession Building

I have reviewed the proposals received from Siefkin and Sons Construction and Fowler General Construction for this project. A set of plans and an invitation to bid was also given to Chervenell but they did not bid.

Siefken & Sons proposal amount is $41,010 and Fowler is $32,343.02. My cost estimate was $36,400.00.

Fowler General Construction is the apparent low bidder. I recommend that Fowler General Construction be awarded the contract for their bid amount of $32,343.02 plus a contingency allowance of $2500.00 to cover any unforeseen construction items during the remodel. If all or part of the allowance is not used, the final construction contract pay application will reflect the unused amount as a credit to the County.

My recommendation is to award a total amount of the contract of $34,843.02 to Fowler General Construction.

Sincerely,

C. Wayne Hunsucker, AIA

6320 W. Clearwater Avenue, Suite C
Kennewick, Washington
99336

phone:509.736.0581

C. Wayne Hunsucker, A.I.A.
fax:509.735.1420
www.cwharchitects.com

FOWLER
GENERAL CONSTRUCTION, INC.

Mr. Roy Rogers
Benton County
7122 W. Okanogan Pl, Bldg A
Kennewick WA, 99336

November 5, 2008

RE: Bid – Horn Rapids Concession Toilet Addition

Dear Mr. Rogers,

Fowler General Construction proposes to perform the work identified on the September 30, 2008 drawings by CWH Architects. An allowance of $500.00 has been included for the County Building Permit and it is understood that CWH will apply for the permit with the building department.

The lump sum price for this work including Washington State Sales Tax is $32,343.02.

Should you have any questions or require any further information regarding this information do not hesitate to call me at (509) 308-6232 (Mobile) or 943-2643 (Office).

Seth McGary

For

Project Manager
Fowler General Construction

Fowler General Construction
1820 Terminal Dr.
Richland, WA 99354

(509) 943-2643
(509) 943-8875

SIEFKEN & SONS CONSTRUCTION, INC.
GENERAL CONTRACTOR: SIEFKSC198MZ

1305 MANSFIELD, SUITE 1
RICHLAND, WA 99352
PHONE: (509) 946-6500
FAX: (509) 946-6506

November 5th, 2008

Benton County Justice Center
ATTN: Roy Rogers
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

BID PROPOSAL

Benton County Horn Rapids Concession Toilet Room Addition

Proposal to modify existing Concession building (@ Horn Rapids Park) to add a new toilet room as shown on drawings from CWH Architects dated September 30, 2008. Our work is for 100% complete as per the mentioned prints (no spec book):

Lump Sum Bid **$ 41,010 (plus sales tax)**

EXCLUSIONS: does not include any electrical within the concession stand itself, only the new restroom (prints show electrical information for this area, but may only be included for reference!!)

Thank you for the opportunity to bid on this project!

*By: **Todd Morrow***

CC

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF ROBERT PAGE TO THE BOARD OF ADJUSTMENT

WHEREAS, the term of office on the Benton County Board of Adjustment for Robert Page will expire on December 31, 2008, and

WHEREAS, Mr. Page has expressed his interest and willingness to serve another term in this capacity, NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of County Commissioners is directed to reappoint Mr. Page to the Benton County Board of Adjustment for a six (6) year term, said term expiring December 31, 2014.

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

MES/ch

CC: Planning, Appointee, File

AGENDA ITEM MEETING DATE: November 24, 2008 SUBJECT Re-appointment of Robert Page to the Benton County Board of Adjustment MEMO DATE: November 17, 2008 Prepared By: Carel Hiatt Reviewed By: Michael E. Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Attached please find a letter from Robert Page indicating his desire to be re-appointed for another six-year term, as his current term will expire on December 31, 2008. Attached is a resolution re-appointing Mr. Page to serve another six-year term on the Board of Adjustment for Benton County. Mr. Page's new term if approved will expire on December 31, 2014.

SUMMARY

Mr. Page is from Commissioner District No. 3 and has indicated his willingness to serve another six-year term on the Board of Adjustment for Benton County. The Board of County Commissioners will need to sign the attached resolution re-appointing Mr. Page to serve another six-year term for the Benton County Board of Adjustment.

RECOMMENDATION

It is the Planning Department's recommendation that the Board of County Commissioners sign the attached resolution to re-appoint Mr. Page to serve another six-year term on the Board of Adjustment for Benton County. Mr. Page's current term will expire on December 31, 2008.

SCAL IMPACT

None.

MOTION

A motion will need to be made by the Chairman of the Board of County Commissioners approving Mr. Page's re-appointment to the Board of Adjustment to serve another six-year term, which will expire on December 31, 2014.

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

DATE: OCTOBER 28, 2008

TO: BOB PAGE, MEMBER
BENTON COUNTY BOARD OF ADJUSTMENT

FROM: CAREL HIATT
BENTON COUNTY PLANNING DEPARTMENT

RE: TERM EXPIRATION DATE – DECEMBER 31, 2008

THE BOARD OF ADJUSTMENT SIX YEAR TERM OF WHICH YOU HAVE SERVED WILL EXPIRE ON DECEMBER 31, 2008. IF YOU DESIRE TO SERVE ANOTHER SIX-YEAR TERM, PLEASE CHECK THE APPROPRIATE STATEMENT NOTED BELOW. IF YOU DESIRE NOT TO RENEW FOR ANOTHER SIX YEARS, PLEASE CHECK THE APPROPRIATE STATEMENT NOTED BELOW.

✓ YES, I WOULD LIKE TO BE REAPPOINTED TO SERVE ANOTHER SIX-YEAR TERM ON THE BOARD OF ADJUSTMENT

_____ NO, I WOULD NOT LIKE TO SERVE ANOTHER SIX YEAR TERM FOR THE BOARD OF ADJUSTMENT

DATE: 11-5-2008

SIGNATURE Bob Page
BOB PAGE

THANK YOU

dd

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PAYMENT AGREEMENT FOR CRID #20

WHEREAS, Thayne Wiser, lead proponent for County Road Improvement District (CRID) #20, owns approximately 80 percent of the lands within the boundaries of the district, and

WHEREAS, because one landowner owns disproportionate share of the property within the CRID boundaries, Bond Counsel has recommended a payment agreement be approved between Benton County and Thayne Wiser, whereby as property is sold within the district prior to the final assessment roll, Mr. Wiser will deposit with the Benton County Treasurer an amount equal to the proposed preliminary assessment for the parcel being sold, and

WHEREAS, the attached agreement, having been prepared by Jeff Nave of Foster Pepper, PLLC, reviewed and approved by Kathleen Fitzgerald, Benton County Prosecuting Attorney's Office, John Ziobro, Thayne Wiser's attorney and Thayne Wiser, NOW, THEREFORE

BE IT RESOLVED that the Payment Agreement with Thayne Wiser is hereby approved and the Chairman of the Board is authorized to sign said agreement.

Dated this 24th day of November 2008.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RBD:SWB

Return to: Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 20____, by and between BENTON COUNTY, a political subdivision of the State of Washington (the "County") and BADGER PROPERTIES II, LLC, a Washington limited liability company (the "Developer"), herein sometimes referred to collectively the "Parties".

RECITALS

WHEREAS, Developer owns the parcels of land within the County listed in Exhibit A to this Agreement;

WHEREAS, Developer and other property presented the County with a petition to form a county road improvement district to finance the acquisition and construction of county roads benefiting the parcels of land listed in Exhibit A to this Agreement;

WHEREAS, Developer currently owns approximately 80% of the land within the proposed county road improvement district (on the basis of square acreage), and land that is estimated to be subject to approximately 80% of the special assessments to be imposed on account of said county road improvement district; and

WHEREAS, to induce the County to form such county road improvement district, the Developer agrees to pay to the Benton County Treasurer (the "Treasurer") amounts from the sale of each parcel of land listed in Exhibit A an amount to be applied toward the special assessment that is confirmed against such parcel;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Request to Proceed with CRID No. 20 Formation. The Developer hereby requests that the County proceed with the formation of its County Road Improvement No. 20 ("CRID No. 20") and that the cost and expense of the county road improvements to be made by the County within CRID No. 20 be paid from the levy and collection of special assessments on the real property within CRID No. 20 as provided by law and in accordance to the benefit attributable thereto.

Section 2. Obligation to Make Payments. In the event the County creates CRID No. 20, the Developer agrees to pay to the Treasurer, in connection with the sale of each parcel (each, a "Parcel") of land listed in Exhibit A to this Agreement, the following amount (in U.S. dollars): (1) until such time that the final assessment for CRID No. 20 is confirmed against such Parcel, the "estimated assessment" listed in Exhibit A for such Parcel; and (2) from and after such time that the final assessment for CRID No. 20 is confirmed against such Parcel, the final assessment for such Parcel appearing on the assessment roll for CRID No. 20. For purposes of this Agreement, a Parcel will be deemed to be sold at such time that a request is made to the Treasurer to approve the Real Estate Excise Tax Affidavit for any document (*e.g.* a deed) transferring ownership of the Parcel from the Developer to another person or entity (a "Transfer Document"). The Developer authorizes the Treasurer to collect the amount required by this Section 2 for each Parcel before approving the deed and the Real Estate Excise Tax Affidavit, and agrees that the Treasurer will withhold approval of the Real Estate Excise Tax Affidavit until such time as the payment is made in full. The Developer acknowledges that this may delay the recording of Transfer Documents for any Parcel for which payment under this Section 2 is not made on a timely basis.

Section 3. Subdivisions Pending Confirmation of Assessment Roll. If the Developer causes any Parcel to be subdivided before the assessment roll for CRID No. 20 is confirmed by the County, the Parties delegate to the Benton County Engineer the authority to revise Exhibit A to this Agreement to: (1) delete as a "Parcel" the Parcel that has been subdivided; (2) insert as additional "Parcels" each of the new parcels of land created as a result of such subdivision; and (3) insert an "estimated assessment" for each new Parcel, in such engineer's sole discretion, so long as the aggregate amount of the estimated assessments for the new Parcels is the same as the estimated assessment for the Parcel being deleted from Exhibit A.

Section 4. Final Assessments May Vary from Estimated Assessments. The Developer acknowledges that the final assessment levied against each Parcel on account of the improvements to be acquired, constructed and installed within CRID No. 20 may be greater, or less, than the amount of the "estimated assessment" listed in Exhibit A for such Parcel. The Developer agrees that the county road improvements to be made within CRID No. 20 will provide a special benefit to each Parcel in at least the amount listed as such Parcel's estimated assessment in Exhibit A. The Developer (on behalf of itself and its successors in interest to each Parcel) acknowledges with respect to each Parcel that: (1) the County, by accepting money paid to the Treasurer pursuant to Section 2, has NOT waived its right to assess each Parcel for the full amount of special benefit that the County's Board of Commissioners may later determine to have accrued upon such Parcel as a result of the county road improvements to be made within CRID No. 20; (2) the final assessment confirmed against such Parcel on the assessment roll for CRID No. 20 may be greater than the amount previously paid on account of such Parcel pursuant to Section 2; and (3) the amount, if any, by the final assessment for such Parcel exceeds the amount paid to the Treasurer pursuant to Section 2 on account of such Parcel will be due and owing upon the confirmation of the final assessment for such Parcel.

Section 5. Application of Funds Held by County. The Treasurer shall hold all money paid to the Treasurer pursuant to Section 2 pending the confirmation by the Board of County Commissioners of the assessment roll for CRID No. 20. When such assessment roll has been confirmed, the Treasurer shall immediately transfer into the "County Road Improvement District

No. 20 Fund," on account of each Parcel for which money has been paid pursuant to Section 2, the dollar amount for such Parcel so paid pursuant to Section 2. Each such transfer will be deemed to be a payment of a corresponding amount of the assessment for such Parcel. If the amount transferred on account of a Parcel is less than the assessment for such parcel appearing on the CRID No. 20 assessment roll, then such transfer will be treated as a partial payment of the assessment. If the amount transferred on account of a Parcel is greater than the assessment for such parcel appearing on the CRID No. 20 assessment roll, then such transfer will be treated as a complete payment of the assessment and the difference between the amount so transferred and the confirmed assessment will be applied, at the County's discretion, to the assessment confirmed against any other Parcel then owned by the Developer. Interest earned from investing money received by the Treasurer under Section 2 pending its transfer to the County Road Improvement District No. 20 Fund shall be applied as follows: (1) the first $500 of interest earned on account of money paid with respect to a Parcel will be retained by the County as a fee for administering this agreement; and (2) any interest earned in excess of $500 on account of money paid with respect to a Parcel will be applied, at the County's discretion, to the assessment confirmed against any other Parcel then owned by the Developer. The Treasurer will have no duty to the Developer to invest the money received by the Treasurer on account of this Agreement. The Parties agree that all such money received will be property of the County upon receipt. The Developer will have no right to such money once it is paid to the County, even if the assessment roll for CRID No. 20 is never confirmed. The following are example of how this Section 5 is to be applied:

(1) If the Developer pays $10,000 to the Treasurer for a Parcel, the Treasurer earns $350 of interest while investing such money, and the assessment against such Parcel is confirmed in the amount of $11,000, then $10,000 of such assessment will be deemed paid upon the transfer of money by the Treasurer, $350 will be retained by the Treasurer as an administrative fee, and $1,000 of such assessment will remain due and owing to the County by the owner of the Parcel.

(2) If the Developer pays $20,000 to the Treasurer for a Parcel, the Treasurer earns $700 of interest while investing such money, and the assessment against such Parcel is confirmed in the amount of $19,000, then all of such assessment will be deemed paid upon the transfer of money by the Treasurer, $500 will be retained by the Treasurer as an administrative fee, and $1,200 of excess money will be applied by the Treasurer to a Parcel then owned by the Developer.

Section 6. Representations and Warranties. To further induce the County to form CRID No. 20, the Developer represents and warrants to the County as follows:

(1) The making and performance of this Agreement by the Developer has been duly authorized by all necessary corporate action, and will not violate any law, rule, regulation, order, writ, judgment, decree, determination, or award presently in effect having applicability to the Developer or any provision of its Certificate of Incorporation or Bylaws.

(2) This Agreement is a legal, valid, and binding obligation of the Developer, and is enforceable against the Developer in accordance with the terms thereof, except as may be limited

by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general; the enforceability of the Developer's obligations under this Agreement is subject to the general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or law

(3) There is no action, suit, proceeding, or investigation at law or in equity, or by any judicial or administrative court or agency, or to the best of the knowledge and information of the Developer threatened against or affecting the Developer which would affect the validity of this Agreement or materially affect the performance by the Developer of this Agreement or the transactions contemplated thereby.

(4) No event or proceeding has occurred, is pending, or is threatened that would materially adversely affect the Developer or its properties, or materially adversely affect the ability of the Developer to perform its obligations hereunder.

(5) None of the following events have occurred with respect to the Developer, its officers, its members or its partners within the two years preceding the date of this document: (a) the entry of a decree or order for relief by a court having jurisdiction in respect of such person in an involuntary case under any federal or state bankruptcy, insolvency or other similar law; (b) the appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such person or for any substantial part of his property; (c) the ordering the winding-up or liquidation of such person's affairs; (d) the commencement by such person of a voluntary case under any federal or state bankruptcy, insolvency or other similar law; (e) the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of such person or for any substantial part of his property; (f) the making by such person of any assignment for the benefit of creditors, or the taking of corporate action by such person in furtherance of any of the foregoing; (g) the commencement against such person of an involuntary case under the federal bankruptcy laws; (h) the admission of such person of his inability to pay his debts as they become due; or (i) such person becoming "insolvent" by the taking of any action or the making of any transfer or otherwise, as insolvency is or may be defined pursuant to any federal or state bankruptcy, insolvency or similar law.

Section 7. Notices. Any and all notices, demands, or other communications between the parties hereto will be effective only if in writing and when received at the address of the addressee set forth below, except that any party may by notice so given furnish notice that a different address shall thenceforth apply to it for receipt of notice:

County:	Benton County Public Works P.O. Box 1001 Prosser, Washington 99350 Attn.: Ross B. Dunfee, P.E., County Engineer
With a copy to:	Benton County Treasurer P.O. Box 630 Prosser, Washington 99350 Attn.: Duane Davidson, CPA, County Treasurer
Developer:	Badger Properties II, LLC 22307 S. Cottonwood Drive Kennewick, Washington 99338

Section 8. No Waiver of Remedies. No failure or delay on the part of the County in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision of this Agreement will in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Developer in any case shall entitle the Developer to any other or further notice or demand in similar or other circumstances. The failure or refusal of the County to enforce any right against the Developer shall not bar or constitute any defense, offset or counterclaim to any action by the County hereunder or any other agreement under which the same may be held for the County, or under any power or authority the County may now or hereafter have.

Section 9. Survival of Representations and Warrantees. All agreements, representations and warranties made by the Developer herein shall survive the delivery of this Agreement and shall continue in full force and effect so long as any and all assessments against the Parcels are fully paid.

Section 10. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties.

Section 11. Amendments. Except as authorized by Section 3, this Agreement may be amended only in writing by the Parties hereto.

Section12. Severability. If any clause, provision, or section of the Agreement is held to be illegal or invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations hereby be enforced, as if such illegal or invalid clause, provision, or section had not been contained herein.

Section13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Executed as of the date first above written.

County:

BENTON COUNTY, WASHINGTON, a political subdivision of the State of Washington

By: _____
Title: Chair, Board of County Commissioners

Developer:

BADGER PROPERTIES II, LLC, a Washington limited liability company

By: T.B. [illegible] Mg Member
Title:

Exhibit A
Schedule of Parcels and Estimated Assessments

Parcel No.	Estimated Assessment
1-1188-100-0007-000	$621,372.44
1-1188-201-2958-001	$19,696.31
1-1188-201-2958-004	$44,162.12
1-1188-200-0006-001	$313,109.43
1-1188-200-0006-003	$389,877.43

ee

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: A RESOLUTION ORDERING THE CONSTRUCTION OF WISER PARKWAY, WISER LOOP AND COTTONWOOD CREEK BOULEVARD PURSUANT TO A PROPERTY OWNERS' PETITION THEREFORE; ESTABLISHING COUNTY ROAD IMPROVEMENT DISTRICT NO. 20 AND ORDERING THE CARRYING OUT OF THE PROPOSED IMPROVEMENT; PROVIDING THAT PAYMENT FOR THE IMPROVEMENT BE MADE BY SPECIAL ASSESSMENTS UPON THE PROPERTY IN THE DISTRICT, PAYABLE BY THE MODE OF "PAYMENT BY BONDS"; CREATING A COUNTY ROAD IMPROVEMENT DISTRICT FUND; AND PROVIDING FOR THE ISSUANCE AND SALE OF COUNTY ROAD IMPROVEMENT DISTRICT WARRANTS REDEEMABLE IN CASH OR OTHER SHORT-TERM FINANCING AND COUNTY ROAD IMPROVEMENT DISTRICT BONDS.

WHEREAS, RCW 36.88.050 provides for the initiation of road improvement districts by the petition method; and

WHEREAS, a petition was submitted to the Board of County Commissioners of Benton County, Washington (the "Board") to form a County Road Improvement District to construct Wiser Parkway, Wiser Loop and Cottonwood Creek Boulevard; and

WHEREAS, pursuant to Resolution No. 08-806, the Board declared its intention to form County Road Improvement District No. 20 ("CRID No. 20") pursuant to the petition method to construct Wiser Parkway, Wiser Loop and Cottonwood Creek Boulevard and fixed a time and date for a hearing on the creation of CRID No. 20; and

WHEREAS, the Board fixed October 20, 2008, at 9:05 a.m., local time, at the Commissioners' Meeting Room, Benton County Courthouse, Prosser, Washington, as the time and place for hearing all matters relating to the proposed improvement and the proposed CRID No. 20 and all objections thereto; and

WHEREAS, due notice of the above hearing was given in the manner provided by Resolution No. 08-806 and RCW 36.88.050, and the hearing was held by the Board on the and all persons appearing at such hearing and wishing to be heard were heard; and

WHEREAS, the Board has not, and will not by means of this resolution, take such action that alters the proposed improvements as to increase the estimated cost thereof by an amount greater than ten percent above the estimated amount contained in the notice of said hearing, or increase the proportionate share of the cost to be borne by assessments from the proportion stated in such notice, or change the boundaries of CRID No. 20 to include property not previously included therein; and

WHEREAS, the Director of the Department of Public Works has examined the petition for the formation of CRID No. 20, together with all additions thereto or withdrawals therefrom made prior to 5:00 p.m. on October 17, 2008, and determined such petition to be sufficient and that it has been signed by the owners, according to the records of the County Auditor, of property equal to an aggregate amount of a majority of the lineal frontage upon the proposed improvement and of the area within the boundaries of CRID No. 20 as established at the hearing by the Board; and

WHEREAS, the Board has determined it to be in the best interests of the County that the improvement as described herein be carried out and that CRID No. 20 be created in connection therewith; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON, as follows:

Section 1. The Board finds that the petition for the formation of the CRID, including all additions thereto or withdrawals therefrom made prior to 5:00 p.m. on October 17, 2008, is sufficient within the boundaries of CRID No. 20 established by the Board. The Board further finds that the plan of improvement of the roads within CRID No. 20 is feasible and that the benefits to be derived from the improvement by the property included within CRID No. 20 exceeds the costs and expense of the formation of CRID No. 20 and the contemplated construction or improvement. The Board also finds that the plan of including placement of utilities within the road right of way as a part of the expense of CRID No. 20 is not feasible.

Section 2. The Board orders the construction Wiser Parkway, Wiser Loop and Cottonwood Creek Boulevard located between Badger Road and Sagebrush Road by acquiring all right of way and making all improvements necessary to meet county road standards, all in accordance with County construction standards. All of the foregoing shall be in accordance with the plans and specifications therefor prepared by the County Engineer or Department of Public Works, and may be modified by the Board as long as such modification does not affect the purpose of the improvement.

Section 3. There is created and established a road improvement district to be called the Benton County Road Improvement District No. 20 ("CRID No. 20"), the boundaries or territorial extent of CRID No. 20 being more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

Section 4. The total estimated cost and expense of the improvement is declared to be $1,720,000, which estimated cost includes the estimated cost of acquiring required rights-of way. The entire cost and expense shall be borne by and assessed against the property specially benefited by such improvement included in the boundaries of CRID No. 20, which embraces as nearly as practicable all property specially benefited by such improvement.

Section 5. Assessments in CRID No. 20 shall be computed by: (1) dividing the total cost and expense of the improvements to be acquired, constructed and installed pursuant to Section 2 of this Resolution by the total acres of land within CRID No. 20 (excluding from such calculation any land

owned by the U.S. Government) to determine the "cost per acre" of such improvements; and (2) multiplying the total number of acres (or portions thereof) in each parcel of land within CRID No. 20 (except land owned by the U.S. Government) by the "cost per acre" determined pursuant to clause (1) to calculate the assessment for such parcel of land. The Board deems such method of assessment to be the most practical and equitable under the conditions prevailing.

Section 6. Road improvement district warrants may be issued in payment of the cost and expense of the improvement herein ordered to be assessed, such warrants to be paid out of the Benton County Road Improvement District No. 20 Fund, hereinafter created and referred to as the County Road Improvement Fund, and, until the bonds referred to in this section are issued and delivered to the purchaser thereof, to bear interest from the date thereof at a rate to be established hereafter by the County Treasurer, as issuing officer, and to be redeemed in cash and/or by road improvement district bonds herein authorized to be issued, such interest-bearing warrants to be hereafter referred to as "revenue warrants." In the alternative, the County hereafter may provide by resolution for the issuance of other short-term obligations pursuant to Chapter 39.50 RCW.

If the County shall authorize expenditures to be made for such improvement (other than for any cost or expense expected to be borne by the County) prior to the date that any short-term obligations or road improvement district bonds are issued to finance the improvement, from proceeds of interfund loans or other funds that are not, and are not reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside to pay the cost of the improvement herein ordered to be assessed against the property specially benefited thereby, the County declares its official intent pursuant to Treasury Regulation § 1.150-2 that those expenditures, to the extent not reimbursed with prepaid special benefit assessments, are to be reimbursed from proceeds of short-term obligations or road improvement district bonds that are expected to be issued for the improvement in a principal amount not exceeding $1,720,000.

The County is authorized to issue county road improvement district bonds for CRID No. 20 which shall bear interest at a rate and to be payable on or before a date to be hereafter fixed by resolution. The bonds shall be issued in exchange for and/or in redemption of any and all revenue warrants issued hereunder or other short-term obligations hereafter authorized and not redeemed in cash within 20 days after the expiration of the 30-day period for the cash payment of assessments without interest on the assessment roll for CRID No. 20. The bonds shall be paid and redeemed by the collection of special assessments to be levied and assessed against the property within CRID No. 20, payable in annual installments, with interest at a rate to be hereafter fixed by resolution under the mode of "payment by bonds," as defined by law and the resolutions of the County. The exact form, amount, date, interest rate and denominations of such bonds hereafter shall be fixed by resolution of the Board. Such bonds shall be sold in such manner as the Board hereafter shall determine.

Section 7. In accordance with RCW 36.88.010 and 36.88.350, the improvements constructed within CRID No. 20 shall become County roads and all maintenance thereof shall be performed by the County at the expense of the County Road Fund.

Section 8. The County Road Improvement Fund for CRID No. 20 is created and established in the office of the County Treasurer. The proceeds from the sale of revenue warrants or other short-

term obligations drawn against the fund which may be issued and sold by the County and the collections of special assessments, interest and penalties thereon shall be deposited in the County Road Improvement Fund. Cash warrants to the contractor or contractors in payment for the work to be done by them in connection with the improvement and cash warrants in payment for all other items of expense in connection with the improvement shall be issued against the County Road Improvement Fund.

ADOPTED by the Board of County Commissioners of Benton County, Washington, at a regular open public meeting thereof held this ~~27th~~ 24th day of ~~October~~ November 2008.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chairman/Commissioner

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RBD:SWB

radius of 500.00 feet; thence continuing along said curve through an angle of 34° 19' 44" an arc distance of 299.58 feet; thence North 30°10'07" East, 222.80 feet; thence North 59° 50' 09" West, 267.83 feet; thence North 75° 04' 17" West, 1,171.38 feet; thence South 89° 41'24" West, 1,280.68 feet to the True Point of Beginning.

I, the undersigned, the duly chosen, qualified and acting Clerk of the Board of County Commissioners of Benton County, Washington (the "County") and keeper of the records of the County, CERTIFY that:

1. The attached Resolution No. _____ (the "Resolution") is a true and correct copy of the resolution of the Board of County Commissioners, as finally passed at a meeting of such Board held on the _____ day of _____, 2008, and duly recorded in the Board's minute books; and

2. Such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the County Commissioners present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption or passage of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2008.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Clerk, Board of County Commissioners

ff

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PIERT ROAD CONSULTANT'S SUPPLEMENTAL AGREEMENT

WHEREAS, January 24, 2005, Benton County entered into an agreement with JUB Engineers, Inc. for the purpose of providing engineering services for the new proposed Piert Road, and

WHEREAS, on July 9, 2007 approved a Supplemental Agreement to pay for services for an Engineer's Report and the redesign of Piert Road, and

WHEREAS, the County has requested additional work beyond the scope of Supplemental Agreement #2 including realignment of Piert Road, and

WHEREAS, JUB has prepared a Supplemental Agreement #3 to the original agreement to address the additional costs, and

WHEREAS, said Supplemental Agreement has been approved as to Form by the Prosecuting Attorney's Office and is recommended for approval by Public Works, NOW, THEREFORE

BE IT RESOLVED that the Supplemental Agreement is approved and the Chairman is authorized to sign on behalf of Benton County.

Dated this 24th day of November 2008.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RBD:SWB

AGENDA ITEM		TYPE OF ACTION			
Meeting Date :	Nov. 24, 2008	Execute Contract :		Consent Agenda :	X
Subject :	Piert Road Sup. Agreement #3	Pass Resolution :	x	Public Hearing :	
Prepared by :	SWB	Pass Ordinance :		1st Discussion :	
Reviewed by		Pass Motion :		2nd Discussion :	
		Sign Agreement	X	Other :	

BACKGROUND INFORMATION

On January 24, 2005, Benton County entered into an agreement with JUB Engineer's for purpose of providing engineering services for the design of the new proposed Piert Road. The original agreement was to cost the County $241,900 for the services. July 9, 2007, Supplement No 2 was approved for preliminary redesign work due to the Columbia Energy proposal of an ethanol plant raising the contract price to $386,900. Supplement No. 3 for $71,000 covers the Engineer's Report for the new alignment and final design of the road and brings the contract price to $457,900. Columbia Energy agreed to pay $50,000 of the redesign costs

SUMMARY

The Board has approved the new route and Columbia energy is making payments on the $50,000 pledged for the redesign.

RECOMMENDATION

This office recommends approval of Supplement No. 3.

FISCAL IMPACT

Total cost to the County will be an addition $457,900,000 less the $50,000 pledged by Columbia Energy.

MOTION

Move to approve as a part of the consent agenda

Washington State Department of Transportation

Supplemental Agreement	Organization and Address J-U-B ENGINEERS, INC. 2810 W. Clearwater Ave., Ste 201 Kennewick, WA 99336
Agreement Number 3	
Project Number JUB 30-04-051 / CE 1619 CRP	Phone (509) 783-2144 FAX: (509) 736-0790
Project Title Piert Road Extension Bowles Rd. To SR-397	New Maximum Amount Payable **$ 457,900.00**
Description of Work Preliminary Engineering for redesign of 1.74 miles of rural collector to provide access for the Port of Kennewick and southeast industrial area of Finley to SR-397 and I82 via the SR-397 to I82 Intertie Project based on the selected route Alternative 6.	

The Local Agency of Benton County desires to supplement the agreement entered into with J-U-B ENGINEERS, INC. and executed on 1-24-2005 and identified as Agreement No. 30-04-051

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Redesign for new route per attached Scope of Work Exhibit B-1

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion Date December 31, 2011

III

Section V, PAYMENT, shall be amended as follows:

Increase Base Agreement amount $37,500 and the Additional Services Amount $33,500.00 for a new Total Base Agreement of $ 319,600.00 and Additional Services Amount $138,300.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: J-U-B Engineers, Inc.

Consultant Signature

By: Benton County

Approving Authority Signature

APPROVED AS TO FORM

Deputy Prosecuting Attorney Date

DOT Form 140-063 EF
Revised 10/97

Exhibit "A"

Summary of Payments

Piert Road Extension - Supplement No. 3

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Total
Lump Sum Amount	$152,100.00	$0.00	$130,000.00	$37,500.00	$319,600.00
Additional Services (Cost plus Fixed Fee)	$89,800.00	$0.00	$15,000.00	$33,500.00	$138,300.00
Total	$241,900.00	$0.00	$145,000.00	$71,000.00	$457,900.00

Note:

Supplement #1 Amended Time for Completion Only, No Changes in Payments.

Supplement #2 Design Engineering for a New Alignment Route 2A

Supplement #3 Additional Engineer's Report, location and Grade Separation Analysis, Public Involvement, Redesign to Alt 6 including COLA and time extension

EXHIBIT B-1

SUPPLEMENT NO. 3 - SCOPE OF WORK FOR DESIGN ENGINEERING
Redesign for Alternative 6

Piert Road Extension CE 1619 CRP
Bowles Road to SR-397
Benton County, Washington

I. GENERAL PROJECT DESCRIPTION

The purpose of this supplement is to provide preliminary engineering services to redesign the extension of Piert Road from the junction of SR-397 north to Bowles Road. The new roadway (Alternative 6) will serve as a rural collector to provide direct access for Port of Kennewick and the southeast industrial area of Finley to SR-397 and I82 via the SR-397 to I82 Intertie project. The project length is approximately 1.74 miles. In May of 2007 J-U-B provided a scope of work to redesign Route 2A. Much of that redesign effort was put on due to additional public involvement requested by the County. As a result 13 Alternatives were evaluated and additional stakeholders meetings, open house and Commissioner Meetings took place as additional services. As a result Alternative 6 was selected as the new alignment. This scope of work updates the previous authorized redesign scope authorized for Route 2A. The Fees determination has also been updated to reflect current rates and projected man-hours required for this new design. Supplement Number 3 reflects the net increase of the additional scope and costs compared to the previously authorized Supplement Number 2.

The preliminary design includes 1 new railroad at-grade crossing, reconstruction of two existing railroad at-grade crossings, at Lechelt Road and Bowles Road, three railroad signal locations, a US Army Corp of Engineers drain ditch crossing, and a Columbia Irrigation District Canal crossing. Additional right-of-way will be required.

II. DUTIES AND RESPONSIBILITIES OF CONSULTANT

The following tasks supplement the original agreement. Most tasks are revising or repeating tasks in order to bring the new alignment up to the same level of design as previous completed.

CONSULTANT shall conduct preliminary engineering for the proposed project in accordance with the WSDOT Local Agency Guidelines (LAG) Manual, more particularly described herein:

1) Preliminary Design

A. Project Administration – CONSULTANT shall provide additional project administration and extend the timeline for managing this project due to delays. This includes additional project meetings, schedule updates, and task management.

B. Horizontal alignment – CONSULTANT shall design the Alternative 6 alignment based on the LAG Manual City and County Design Standards incorporating applicable AASHTO and WSDOT design standards. Route 6 requires special attention to the proposed railroad spur relocation crossing north of Cochran Road. This will require coordination with the developer responsible for the design of the relocated railroad line. The

geometry alternatives will be provided to the County for review prior to finalizing the alignment. Design Deviations will be compared to the design standard geometry.

C. Profile – A new profile for Alternative 6 alignment will be required. Virtually all of the design grades previously determined for railroad crossing, road approaches, intersections, and structures are significantly different that original route.

D. Topographic Surveys and Field Reconnaissance – The majority of Alternative 6 is outside previous survey limits. CONSULTANT will provide additional topographic surveys based on the revised alignment. Survey to include horizontal and vertical alignment of existing railroad tracks. The ground survey will provide field track centerline locations and top of rail elevations.

E. CONSULTANT shall prepare and submit 40% design. Preliminary submittal shall include preliminary plan/profile, roadway sections, intersection plans, with opinion of probable cost to County for review.

F. Preliminary Right-of-Way Maps will be developed by the CONSULTANT based on ownership information and boundaries available from the County's GIS. No geotechnical investigation is included in the basic scope for this project. Construction fill slopes will not be steeper than 4:1 and cut slopes not steeper than 3:1 unless approved by the County. The preliminary maps will show topographical features and construction limits. Proposed right-of-way takes will be determined based on the revised construction limits for the new route. It is anticipated that the majority of the new right-of-way will be 80 foot width.

G. Intersection Design - CONSULTANT shall develop intersection design for the new alignment. Geometric layout, profile grades and horizontal sight distances will be evaluated. We anticipate the following new intersection with the extension of Piert Road:

- Piert Road / Cochran Road
- Piert Road / Bowles Road
- Piert Road / Lechelt Road (2 locations)

H. CONSULTANT shall redesign the modification of the Columbia Irrigation District (CID) crossing under the proposed road. Alternative 6 will have substantially more canal impacts than previous design considerations. CONSULTANT shall coordinate the review and approval process by CID.

I. Safety features, such as guardrail, will be redesigned for roadside clear zone hazards based on the new alignment. If design deviations are identified CONSULTANT shall coordinate with the County for consideration and approval.

J. Hydraulics analysis for the roadway drainage areas and the Hydraulic Report will be revised to address the new design. Storm drainage and hydraulic designs for collection facilities and stormwater detention and treatment will be designed utilizing roadside drainage ditches.

K. CONSULTANT shall redesign the USACOE crossing and prepare exhibits to coordinate with USACOE to resubmit crossing permit for the new route.

2) Final Design

A. Upon review by the Agency of the 40% Submittal, CONSULTANT shall incorporate County comments and prepare or revise plans. Some of the previous sheets will only require revisions while others will be completely new. At the time of suspension of work for the previous alignment, some of these sheets were not 100% complete. This level of effort is taken into account in the costs to revise the design.

B. CONSULTANT shall update quantities and unit bid prices from the previous design to the same level as the previous design submittal.

3) Permitting Process

A. CONSULTANT shall contact various agencies and resubmit applications for submittal:
   (1) JARPA through the USACOE, WDOE, and WDFW.
   (2) NPDES Construction Permit. Through the WDOE.
   (3) Crossing Permit from CID
   (4) Encroachment Permit from USACOE

   Due to the lag time in initial contacts, much of the previous coordination effort will be repeated.

4) Right-of-Way Determination

A. CONSULTANT shall prepare new Right-of-Way Plans for the new route. Plans will depict information for legal documentation of right-of-way required for the proposed limits. CONSULTANT shall submit to the County right-of-way plans for approval. CONSULTANT shall incorporate review comments and finalize plans.

B. CONSULTANT shall prepare new legal descriptions based on the right-of-way plans. All remnants as deemed necessary by the County shall be incorporated into the right-of-way for roadway purposes.

C. CONSULTANT shall stake the proposed right-of-way centerline and/or limits for appraisal visual representation purposes. We anticipate a one time staking of right-of-way. The right-of-way limits will be staked at the approximate intersection of right-of-way line with property lines. Property boundary or record surveys are not included.

D. The County will provide appraisals and right-of-way Agent for negotiations. CONSULTANT shall meet with the County and right-of-way Appraiser, and Agent to coordinate and resolve design and right-of-way issues. CONSULTANT shall provide assistance to the County during right-of-way appraisals and negotiations by providing the following design detail information:

   (1) Aerial exhibits based on County provided aerials.
   (2) Cross sections in specific areas.
   (3) Detailed plan information such as profile grades in specific areas.
   (4) Right-of-way take and remainder calculations and supporting data.
   (5) CONSULTANT shall accompany right-of-way appraiser or agent in site visits.

E. CONSULTANT shall incorporate approved negotiated right-of-way commitments into the final right-of-way plans and contract plans and specifications.

5) Additional Services – Public Involvement (Based on work directed by County)

A. Project & Stakeholder's Meetings – CONSULTANT participated in project meetings with County representatives and stakeholders to refine additional alternative alignments and identify issues.
B. Engineer's Report – CONSULTANT prepared a new Engineer's Report considering 13 Alternative Routes and additional routes suggested by the Public.
C. Public Open House & Hearing – CONSULTANT prepared exhibits and participated in an open house to present the new alternatives. CONSULTANT developed mailing information and media outreach. CONSULTANT evaluated comments from the public meeting included in a summary with the new Engineer's Report. CONSULTANT presented the new Engineer's Report to the County Commissioners in a Public Hearing for the Engineer's Report.

III. REPORTS AND DOCUMENTS PROVIDED TO AGENCY

A. CONSULTANT provided a new Engineer's Report with color copies for County officials and representatives. CONSULTANT provided over 50 black and white copies for distribution at the Public Hearing and for general public requests and numerous color copies.
B. CONSULTANT provided full size aerial exhibits (13) for the public meeting and hearing. The exhibits will depict alternatives presented in the Engineer's Report.

IV. LIMITATIONS OF AUTHORITY

A. The proposed alignment (Alternative 6) requires the realignment of a railroad spur. This realignment is not part of CONSULTANTS responsibility. CONSULTANT will coordinate with the developer the location and incorporate into the plans the railroad spur location.

V. PROJECT SCHEDULE

B. The project schedule has been delayed due to the additional public involvement and determination of the design route. A mutually agreeable schedule with milestones will be developed by the CONSULTANT and approved by the County. Due to funding, environmental and right-of-way issues the completion date is extended to December 31, 2011.

ESTIMATED MAN HOUR EXHIBIT

CLIENT: Benton County

DATE: 11/4/2008

Section: Plert Road Extension - Redesign Alt 6

PROJECT TASK	Project Manager	Project Engineer 1	Planner	Design Engineer 1	Design Engineer 2	Staff Biologist	Construction Administrator	Tech. /CADD	PLS	2 Man Survey Crew	Clerical
1 PRELIMINARY DESIGN											
A. PROJECT ADMINISTRATION											
Project Schedule & Status Reports	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
Project Meetings County	24.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
B. HORIZONTAL ALIGNMENT											
Develop Alignment to Design Standards	1.0	4.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0
Coordination RR Spur Design and X-ing	4.0	8.0	0.0	0.0	16.0	0.0	0.0	8.0	0.0	0.0	4.0
C. PROFILE											
Design Profile	1.0	4.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0
D. TOPOGRAPHIC SURVEYS AND RECONNAISSANCE											
Convert and Verify Digital Terrain Model	0.0	2.0	0.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	0.0
Topographic Survey of Refined Alignment	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	48.0	0.0
Stake Property Lines	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	8.0	0.0
E. 40% DESIGN SUBMITTAL											
Preliminary Plan/Profile Sheets (8 Sheets)	4.0	12.0	0.0	0.0	20.0	0.0	0.0	32.0	0.0	0.0	0.0
Design Sections	0.0	4.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0
Intersection Conceptual Layout (5 Sheets)	2.0	9.0	0.0	0.0	24.0	0.0	0.0	15.0	0.0	0.0	0.0
Compile Quantities and Develop Cost Estimate	2.0	4.0	0.0	0.0	8.0	0.0	4.0	0.0	0.0	0.0	0.0
Field Design Review	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0
Quality Control Review	4.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0
Submit Preliminary Design (40%)	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
F. PRELIMINARY RIGHT-OF-WAY MAPS											
Developing ROW Limits	2.0	4.0	0.0	0.0	8.0	0.0	0.0	8.0	0.0	0.0	0.0
G. INTERSECTION DESIGN											
Geometric Layout	4.0	10.0	0.0	0.0	20.0	0.0	0.0	20.0	0.0	0.0	0.0
Sight Triangle Calculations	0.0	5.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0
Profiles	2.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Coordinate With Property Owner & County	4.0	8.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0
H. COLUMBIA IRRIGATION CANAL											
Develop Concepts	12.0	6.0	0.0	20.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0
Present Concepts to County & CID Representatives	8.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Coordinate CID Requirements with County	16.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Develop Preliminary Plans and Details	2.0	2.0	0.0	12.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0
CID Crossing Permit	4.0	2.0	0.0	4.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0
I. SAFETY FEATURES											
Clearzone/Roadside Hazards	0.0	2.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0
Length of Need & Guardrail Design	0.0	2.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0
J. HYDRAULIC ANALYSIS											
Runoff Calculations	0.0	0.0	0.0	4.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0
Roadside Ditch Capacity & Design	0.0	4.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prepare Hydraulic Report	4.0	8.0	0.0	24.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0
K. USACOE DITCH											
Determine Crossing Structure Location	0.0	2.0	0.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	0.0
Existing USACOE Culvert Condition and Impacts	2.0	4.0	0.0	0.0	4.0	8.0	0.0	0.0	0.0	0.0	2.0
2 FINAL DESIGN											
A. INCORPORATE 40% REVIEW & PLAN PRODUCTION											
1 Vicinity Map, Cover Sheet & Index	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0
2 *Summary of Quantities (50%)*	0.0	1.0	0.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	0.0
3 Roadway Sections & Details	1.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0
4 *Structure Notes Sheet (50%)*	0.0	1.0	0.0	0.0	2.0	0.0	0.0	1.0	0.0	0.0	0.0
5 Quantity Tabulation Sheet											
Update Location and Quantities (50%)	0.0	1.0	0.0	0.0	2.0	0.0	0.0	1.0	0.0	0.0	0.0
6 Plan and Profile											
Update Base Mapping & Plan Notes	0.0	2.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0
Proposed R/W, Easements & Property Lines	0.0	2.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0
R/W & Construction CL and Stationing	0.0	0.0	0.0	0.0	2.0	0.0	0.0	4.0	0.0	0.0	0.0
Cut/Fill Limits	0.0	1.0	0.0	0.0	2.0	0.0	0.0	1.0	0.0	0.0	0.0
Curve & Alignment Data	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0
Profile - Existing Ground, Proposed, Datum, Grid	2.0	2.0	0.0	0.0	10.0	0.0	0.0	4.0	0.0	0.0	0.0
7 Intersection Plans	2.0	10.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0
8 Drainage Details	2.0	4.0	0.0	4.0	8.0	0.0	0.0	4.0	0.0	0.0	0.0
9 *CID Design Details (50%)*	1.0	0.0	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0
10 *RR Xing Plans & Details (50%)*	1.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0

PROJECT TASK	Project Manager	Project Engineer 1	Planner	Design Engineer 1	Design Engineer 2	Staff Biologist	Construction Administrator	Tech. /CADD	PLS	2 Man Survey Crew	Clerical
11 USCOE Ditch Crossing Plans & Details	2.0	4.0	0.0	8.0	0.0	0.0	0.0	8.0	0.0	0.0	
12 Erosion Control Design & Plans	0.0	2.0	0.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	
13 *Traffic Control Plans (Standard Local Agency Standards) 50%*	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
14 Signing and Striping Plans											
Pavement Striping & Markings	0.0	2.0	0.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	0.0
Sign Type & Locations	0.0	0.0	0.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	0.0
Sign Specification Sheet	0.0	2.0	0.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	0.0
15 Miscellaneous Details	0.0	2.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0
B. QUANTITIES & COST ESTIMATE											
80% Engineer Estimate (Opinion of Probable Cost)	2.0	5.0	0.0	0.0	2.0	0.0	4.0	0.0	0.0	0.0	0.0
Final Engineer Estimate (Opinion of Probable Cost)	2.0	5.0	0.0	0.0	2.0	0.0	4.0	0.0	0.0	0.0	0.0
3 PERMITTING PROCESS											
A. ENVIRONMENTAL PERMITS (50%)											
JARPA	1.0	2.0	0.0	1.0	0.0	10.0	0.0	1.0	0.0	0.0	1.0
NPDES	0.0	1.0	0.0	0.0	0.0	10.0	0.0	1.0	0.0	0.0	1.0
USCOE Encroachment Permit	0.0	2.0	0.0	0.0	0.0	12.0	0.0	1.0	0.0	0.0	1.0
CID Crossing Permit	4.0	12.0	0.0	0.0	24.0	0.0	0.0	24.0	0.0	0.0	1.0
Coordinate with County & Utility	2.0	8.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0
4 RIGHT OF WAY											
A. RIGHT-OF-WAY PLANS											
Right-of-Way Plans	4.0	32.0	0.0	0.0	0.0	0.0	0.0	48.0	0.0	0.0	0.0
QA/QC	8.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	8.0	0.0	0.0
B. LEGAL DESCRIPTIONS											
Develop Legals	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	4.0	0.0	4.0
QA/QC	8.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	12.0	0.0	0.0
C. ROW STAKING											
Selective Staking For Appraisal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	24.0	0.0
D. RIGHT-OF-WAY COORDINATION											
Prepare Exhibits	0.0	2.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0
Cross Sections	0.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0
Detailed Plan Information	0.0	2.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0
ROW Take and Remainder Calculations	0.0	2.0	0.0	0.0	4.0	0.0	0.0	8.0	0.0	0.0	
Site Visits	2.0	8.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	
E. INCORPORATE ROW NEGOTIATIONS											
Revise ROW Plan Sheets	1.0	2.0	0.0	0.0	4.0	0.0	0.0	4.0	4.0	0.0	0.0
Revise PG&E	1.0	4.0	0.0	0.0	0.0	0.0	2.0	4.0	0.0	0.0	0.0
Direct Labor	161.0	277.0	0.0	143.0	292.0	40.0	26.0	376.0	44.0	80.0	36.0

ESTIMATED FEES EXHIBIT D-1

CONSULTANT FEE DETERMINATION - LUMP SUM

Benton County

Piert Road Extension - Redesign Supplement No. 3 Redesign Alt. 6

Classification	Person-hours	2008 Rates Plus 5% CO	Estimated Costs
Project Manager	161.0	$59.34	$9,553.02
Project Engineer 1	277.0	$40.45	$11,203.54
Planner	0.0	$44.77	$0.00
Design Engineer 1	143.0	$31.92	$4,564.56
Design Engineer 2	292.0	$27.87	$8,137.16
Staff Biologist	40.0	$27.48	$1,099.14
Construction Administrator	26.0	$45.74	$1,189.19
Tech. /CADD	376.0	$19.80	$7,445.93
PLS	44.0	$44.03	$1,937.17
2 Man Survey Crew	80.0	$45.95	$3,675.84
Clerical	36.0	$16.97	$611.08
		Total DSC =	$49,416.62
Overhead (OH Cost - including Salary Additives):			
OH Rate x DSC of	191.93%	=	$94,845.39
Fixed Fee	35.00%		$17,295.82
		Total DSC, OH & FF	**$161,557.83**

Direct Expenses:

Travel and Per Diem						
	Per Diem	4	days @	$30.00	$120.00	
	Air Travel	0	trips @	$0.00	$0.00	
	Mileage	1730	miles @	$0.585	$1,012.05	
	Per Diem	6	days @	$80.00	$480.00	
Office and Equipment						
					$150.00	
	GPS	80.0	hrs	$50.00	$4,000.00	
Reproduction Expenses					$100.00	
Communications					$100.00	
					Reimbursable Sub-Total	**$5,962.05**

Subconsultant Costs:

Subconsultant Sub-Total	$0.00	
Subconsultant Total		$0.00

	TOTAL BASE AGREEMENT	$167,519.88
	TOTAL (ROUNDED $100)	$167,500.00
Previous 2007 Supplement No. 2 Revised Alignment Cost	PREVIOUS SUPPL. NO. 2	$130,000.00
Total Supplement No. 3 Base Fees	NET ADDITIONAL FEES	$37,500.00

Additional Services

Additional Public Involvement (Previously Submitted)	TOTAL ADDITIONAL SERVICES	$33,500.00
	TOTAL SUPPLEMENT NO. 3	$71,000.00

Prepared by: R. Door

Date: 11/4/2008

ADDITIONAL SERVICES FEE DETERMINATION

CLIENT: Benton County

DATE: 11/4/2008

Section: Piert Road Extension - Supplement No. 3

PROJECT TASK	Project Manager	Project Engineer 1	Planner 1	Planner 2		Tech./CADD	Clerical
DSC (Prior to August 2008)	$54.86	$37.40	$41.40	$31.30		$18.31	$16.00
ADDITIONAL PUBLIC INVOLVEMENT							
Project Meetings and Admin.	25.0	32.0	0.0	8.5		0.0	2.0
Engineers Report	14.0	26.5	0.0	4.0		6.0	6.0
Open House & Hearing	13.5	33.0	4.0	65.0		12.0	2.0
Total Hours	52.5	91.5	4.0	77.5		18.0	10.0
DSC	$2,880.15	$3,422.10	$165.60	$2,425.75		$329.58	$160.00
Total Direct Salary Costs							$9,383.18
OH 191.93%							$18,009.14
FF 35%							$3,284.11
Expenses							$2,790.75
	Espirit Graphics				$833.00		
	Mailing				$120.00		
	Per Diem	3	days @	$30.00	$90.00		
	Mileage	150	miles @	0.585	$87.75		
	Per Diem	2	days @	$80.00	$160.00		$33,467.18
	Air Travel	3	Roundtrip	$500.00	$1,500.00		

Total Supplement No. 3 (Rounded $100)	$33,500.00
Previous Authorized Public Involvement	$35,000.00
New Total Public Involvement Total	$68,500.00

99

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DRAINAGE IMPROVEMENT DISTRICT BUDGET AND LEVY FOR 2009

WHEREAS, in accordance with RCW 85.16.020, the Supervisors of the following listed Drainage Improvement District in Benton County, State of Washington, propose the Budget and Levy as shown below; and

WHEREAS, they respectfully request the Board of Commissioners of Benton County, Washington to approve the proposed Budget and Assessment Levy and certify them to the Benton County Treasurer and Assessor;

D.I.D. No.	Construction Cost	Levy	Amount
4 Sub A	(Dissolved per Benton County Ordinance No. 441)		
6	(Dissolved per Benton County Ordinance No. 454)		
10	$ 35,555.15	5%	$1,777.76
11	(Dissolved per Benton County Ordinance No. 447)		
11 Sub A	(Dissolved per Benton County Ordinance No. 447)		
12	(Dissolved per Benton County Ordinance No. 444)		

NOW, THEREFORE,

BE IT RESOLVED, that the Budget and Assessment for the Drainage Improvement District of Benton County, Washington for 2009 is hereby approved by the Board of County Commissioners.

Dated this 24th day of November 2009.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

RBD:LJM:dlh

Assessor; Treasurer

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R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD FUNDS RE: TRANSFER OF FUNDS WITHIN THE COUNTY ROAD FUND 0101-101

BE IT RESOLVED by the Board of Benton County Commissioners that funds be transferred between line items as defined in Exhibit A attached hereto.

Dated this 24th 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.

RBD:LJM:dlh

BENTON COUNTY
2008 BUDGET

DEPARTMENT: ROAD
FUND NAME: ROAD

DEPARTMENT NO.: 500
FUND NO.: 0101-101

TRANSFER FROM: **TRANSFER TO:**

ITEM NO	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
1	595-310	4900	Miscelleanous/Contracts	$30,000.00	541-313	3100	Office & Operating Supplies	$30,000.00
2	595-310	4900	Miscelleanous/Contracts	$20,000.00	541-314	3100	Office & Operating Supplies	$20,000.00
3	595-310	4900	Miscelleanous/Contracts	$50,000.00	542-711	3100	Office & Operating Supplies	$50,000.00
				$100,000.00				$100,000.00

Explanation: Items 1 & 2: Transfer funds from Miscellaneous/Contracts to increase the Operating Supply line items for Preservation (541-313 asphalt prelevel) and (541-314 crack seal materials).
Item 3: Transfer funds from Miscellaneous/Contracts to increase the Operating Supply line item for Maintenance (542-711 herbicide materials.

Prepared by: _____ Date: November 10, 2008
Larry J. Moser, Financial Administrator

Approved: ☐
Denied: ☐

Date: November 24, 2008

_____
Chairman of the Board

c:excel/my documents/Line Item Exhibit A - Road 2008 Budget BOCC

_____
Chairman Pro-Tem

_____
Member

(1) To transfer $30,000 from the Construction Function 595.310.4900 (Miscellaneous/Contracts) to 541.313.3100 (Office & Operating Supplies); and (2) To transfer $20,000 from the Construction Function 595.310.4900 (Miscellaneous/Contracts) to 541.314.3100 (Office & Operating Supplies) to increase line items for Preservation activities; (3) To transfer $50,000 from the Construction Function 595.310.4900 (Miscellaneous/ Contracts) to 542.711.3100 (Office & Operating Supplies) to increase the line item for purchase of herbicide materials.

There is no adverse affect on the Construction Function of the Road Fund.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY E. R. & R. FUNDS RE: TRANSFER OF FUNDS WITHIN THE COUNTY E. R. & R. FUND 0501-101

BE IT RESOLVED by the Board of Benton County Commissioners that funds be transferred between line items as defined in Exhibit A attached hereto.

Dated this 24th day of November, 2008.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

BENTON COUNTY
2008 BUDGET

DEPARTMENT: ER&R
FUND NAME: ER&R

DEPARTMENT NO.: 650
FUND NO.: 0501-101

TRANSFER FROM: **TRANSFER TO:**

ITEM NO	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
1	548-610	4930	Advanced Expenditure	$80,200.00	548-580	3400	Items Purchased for Resale	$80,200.00
				$80,200.00				$80,200.00

Explanation: Transfer funds from Advanced Expenditure to increase the Items Purchased for Resale line item which represents diesel fuel purchases for 2008.

Prepared by: _____ Date: November 17, 2008
Larry J. Moser, Financial Administrator

Approved: ☐
Denied: ☐

Date: November 24, 2008

_____
Chairman of the Board

c:excel/my documents/Line Item Exhibit A - Road 2008 Budget BOCC

_____
Chairman Pro-Tem

_____
Member

(1) Transferring $80,200 from Vehicle Maintenance Function Line Item 548.610.4930 (Advanced Expenditures) to 548.580.3400 (Items Purchased for Resale) to increase funding for additional diesel fuel purchases for 2008.

There is no adverse affect on the Vehicle Maintenance Function.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: EMERGENCY REPAIRS TO THE KENNEWICK ROAD MAINTENANCE FACILITY AND APPROVING PAYMENT TO APOLLO SHEET METAL, INC. FOR EMERGENCY REPAIRS

WHEREAS, on November 13, 2008, it was determined that there was a broken water pipe beneath the concrete floor of the Road Maintenance Facility located at 1709 South Ely, Kennewick, Washington, causing the floor to settle in the crew room; and

WHEREAS, Benton County maintenance employees were unable to repair the broken water pipe making it necessary for the County to hire a professional plumber to re-pipe the water supply lines on the inside of the maintenance facility; and

WHEREAS, the following local companies listed on the County vendor list were contacted by telephone: Apollo Sheet Metal, Inc. and Riggle Plumbing, Inc.; and

WHEREAS, Riggle Plumbing, Inc. declined to give an estimate due to their lack of available employees; and

WHEREAS, Apollo Sheet Metal, Inc. did submit an estimate of $9,869.00 plus State Sales Tax in the amount of $819.13; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners do hereby declare that an emergency does exist and immediate action should be taken to re-pipe the Road Maintenance Facility to minimize the damage to the facility; and

BE IT FURTHER RESOLVED that the Board hereby approves the payment to Apollo Sheet Metal, Inc. in the amount of $9,869.00 plus State Sales Tax in the amount of $819.13.

Dated this 24th 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.

RBD:LJM:dlh

AGENDA ITEM	TYPE OF ACTION NEEDED		
Meeting Date: Nov. 24, 2008	Execute Agreement		**Consent Agenda** X
Subject: Repairs at Co. Shop	Pass Resolution	X	**Public Hearing**
Prepared by: dlh	Pass Ordinance		**1st Discussion**
Reviewed by: ljm	Pass Motion		**2nd Discussion**
	Other		**Other**

BACKGROUND INFORMATION

On November 13, 2008, it was determined that there was a broken water pipe beneath the concrete floor of the Road Maintenance Facility located at 1709 South Ely, Kennewick, Washington, causing the floor to settle in the crew room. Benton County maintenance employees were unable to repair the broken water pipe making it necessary for the County to hire a professional plumber to re-pipe the water supply lines on the inside of the maintenance facility. The two local companies listed on the County vendor list were contacted.

SUMMARY

The following companies from the County vendor list were contacted: Apollo Sheet Metal, Inc. and Riggle Plumbing, Inc. Riggle Plumbing, Inc. declined to give an estimate due to their lack of available employees. Apollo Sheet Metal, Inc. did submit an estimate of $9,869.00 plus State Sales Tax in the amount of $819.13.

RECOMMENDATION

That the Board of County Commissioners declare that an emergency exists and immediate action should be taken to re-pipe the Road Maintenance Facility to minimize the damage to the facility. It is recommended that payment be made to Apollo Sheet Metal, Inc. for the work.

FISCAL IMPACT

$9,869.00 plus State Sales Tax in the amount of $819.13.

MOTION

Approve as part of the Consent Agenda.

From: Don McClure
To: Moser, Larry
Date: 11/18/2008 1:31 PM
Subject: Fwd: 1709 S. Ely, Kennewick, WA 99337

>>> <RigglePlumbing@aol.com> 11/18/2008 1:17 PM >>>
Benton County Public Works
Road Department

RE: 1709 S. Ely
Kennewick, WA 99337

Thank you for contacting us for a plumbing job that was needed at the above address on 11/14/08. Unfortunately, we were in a situation where we did not have the manpower to accept this job. One of our service plumbers recently injured his hand & has been unable to work, leaving our other service plumber with a backlog of calls.

I apologize for the inconvenience, this is a temporary condition & we look forward to working with you in the future.

If you have any questions, please feel free to contact me at the number below.

Sincerely,
Kami Covert
Riggle Plumbing, Inc.
(509)735-3916
**********Get the Moviefone Toolbar. Showtimes, theaters, movie news & more!(http://pr.atwola.com/promoclk/100000075x1212774565x1200812037/aol?redir=http://toolbar.aol.com/moviefone/download.html?ncid=emlcntusdown00000001)

Apollo Sheet Metal, Inc.

PO Box 7287
1207 W. Columbia Drive
Kennewick, WA 99336
Ph 509-586-1104
Fax 509-582-6590
www.apollosm.com

November 14th, 2008

Benton County Public Works
1709 S. Ely Street
Kennewick WA 99336

Attn: Don McClure

Re: Price quote for re-piping domestic water above ground.

Don,
Following is the estimate you requested for re-piping the water supply line inside building with exposed copper. Price includes existing drops to all eye washes, spigots (minus one), sinks, toilets, urinals, etc. to eliminate all below ground piping (as per job walk discussion). Price also includes installation of a double check valve assembly in pump house (tested and certified).
City permit included.

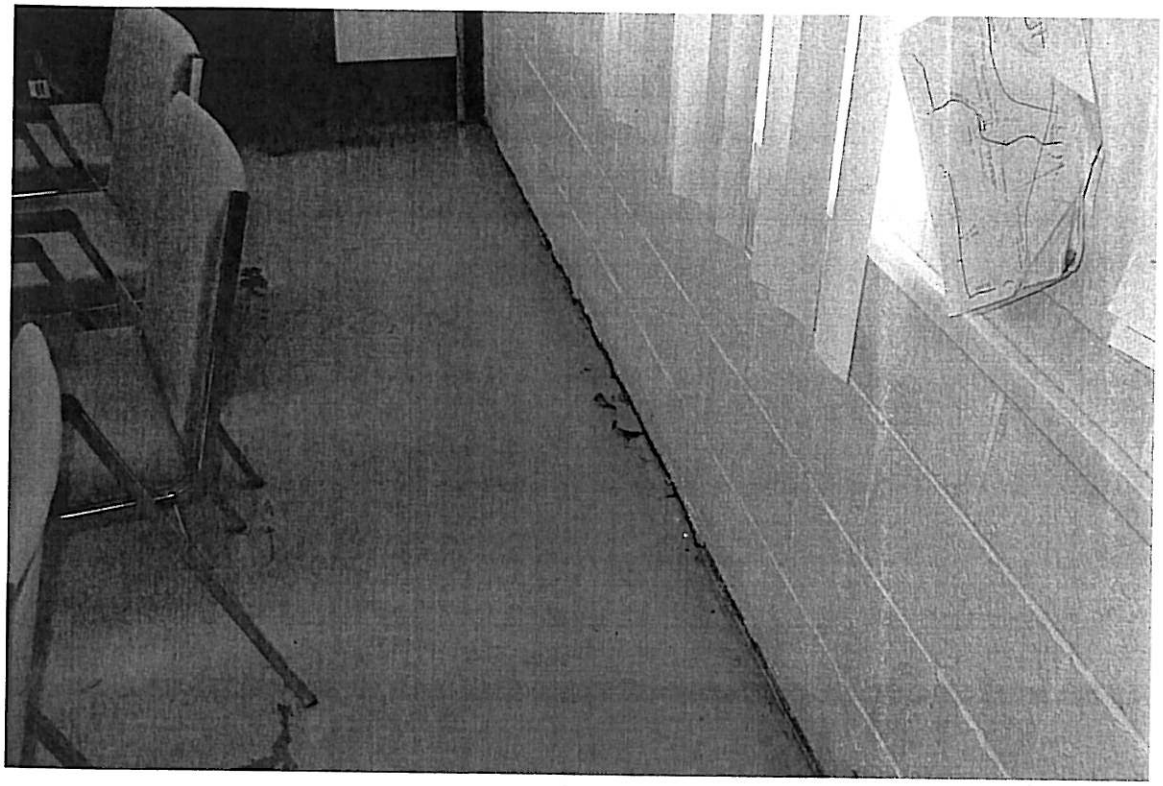
Price: **$9,869.00 (Excludes sales tax)**

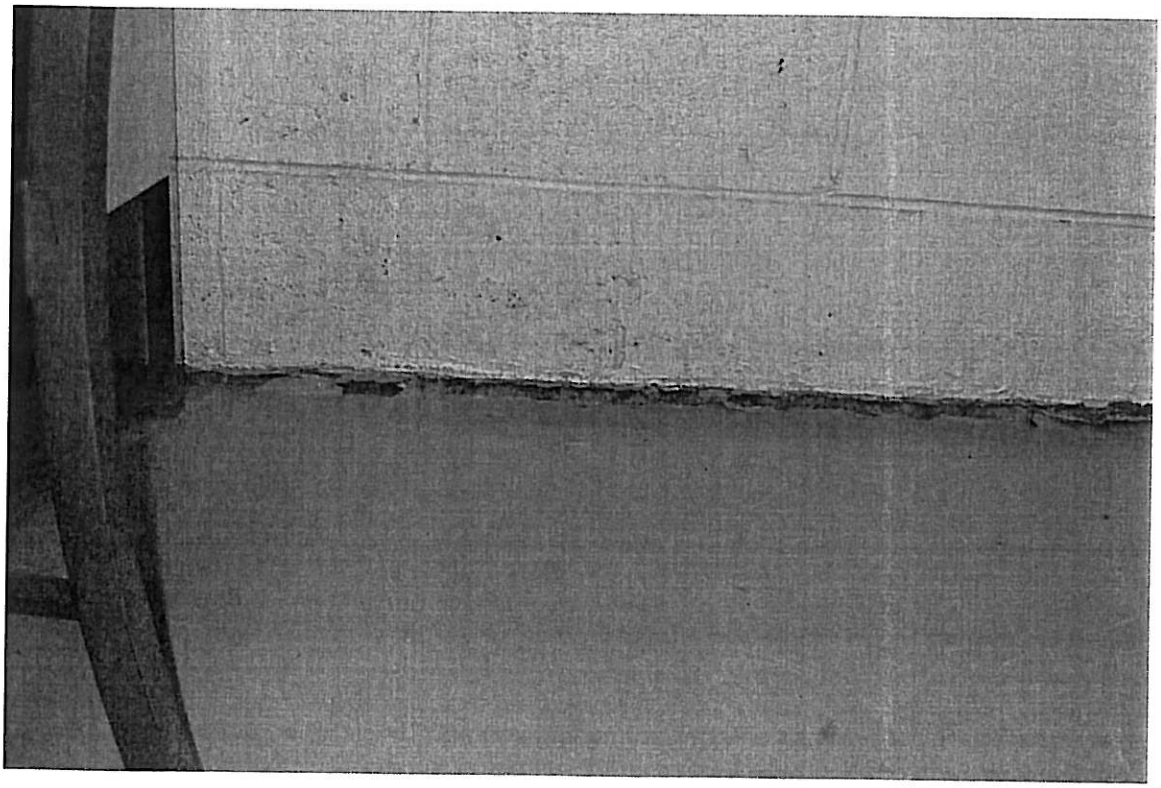
Please call me if you have any questions.

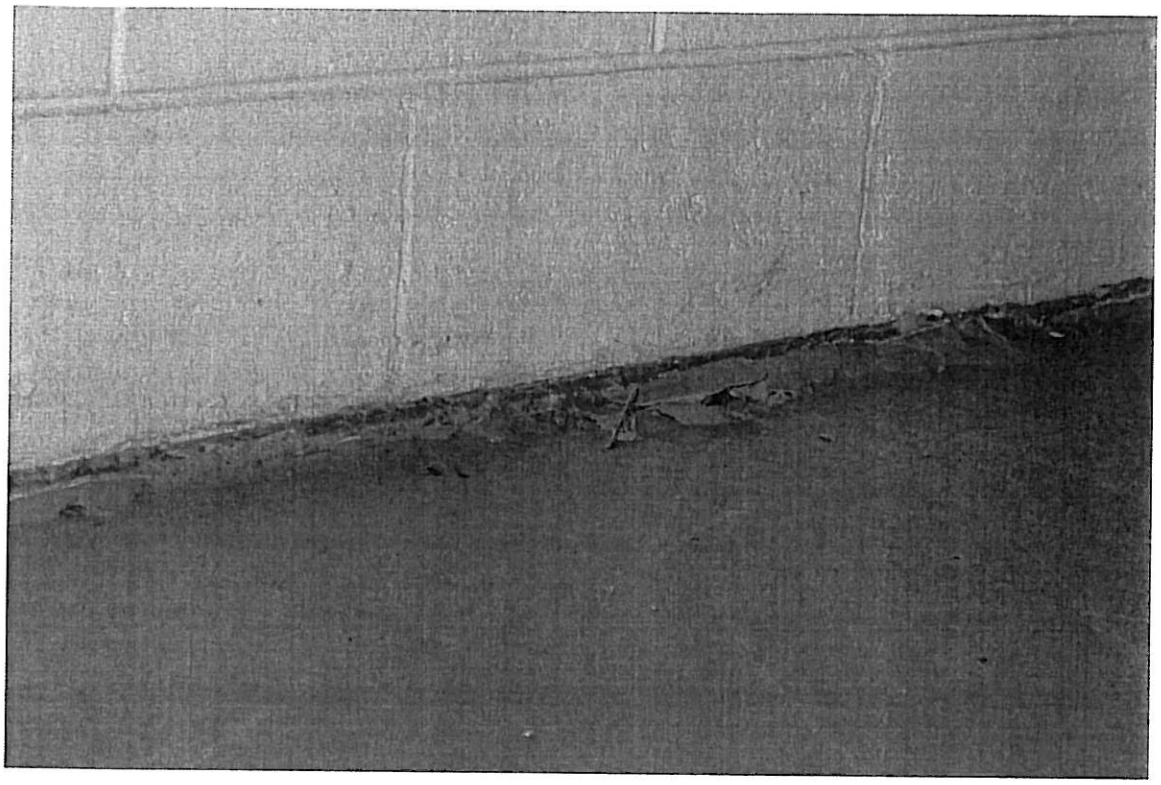
Thank you,

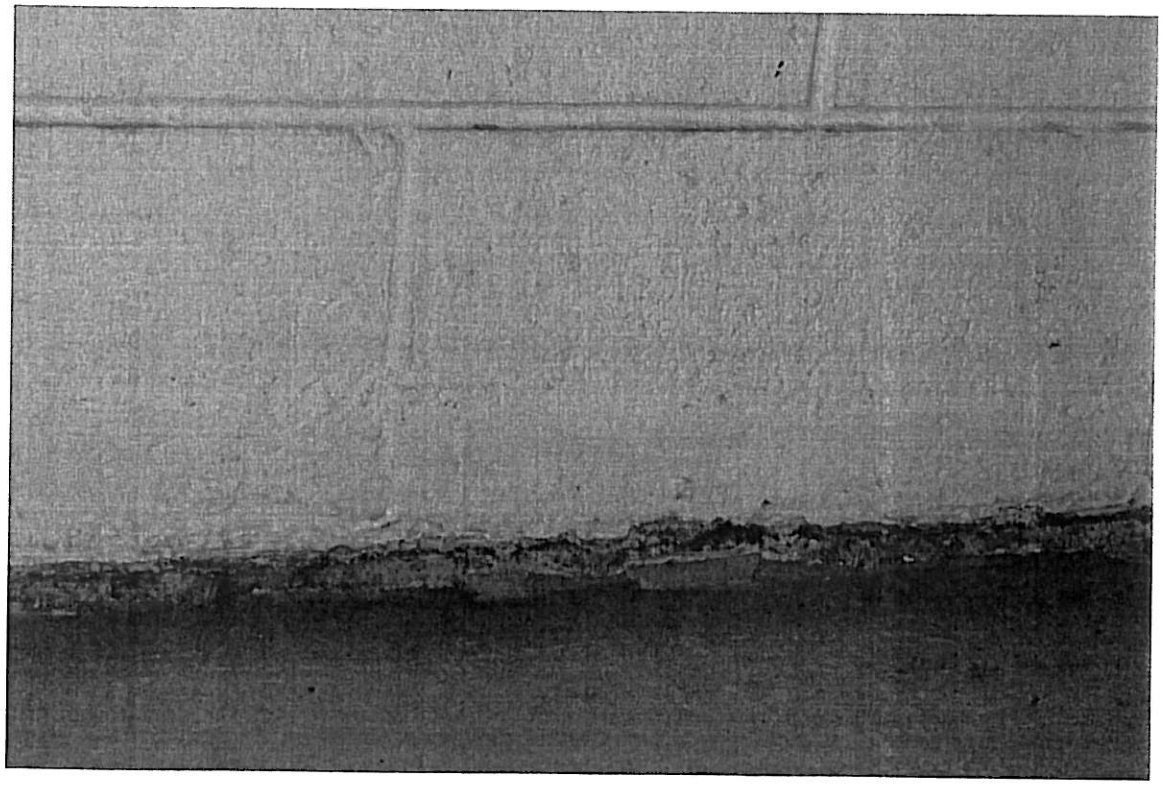
Scott Hagensicker

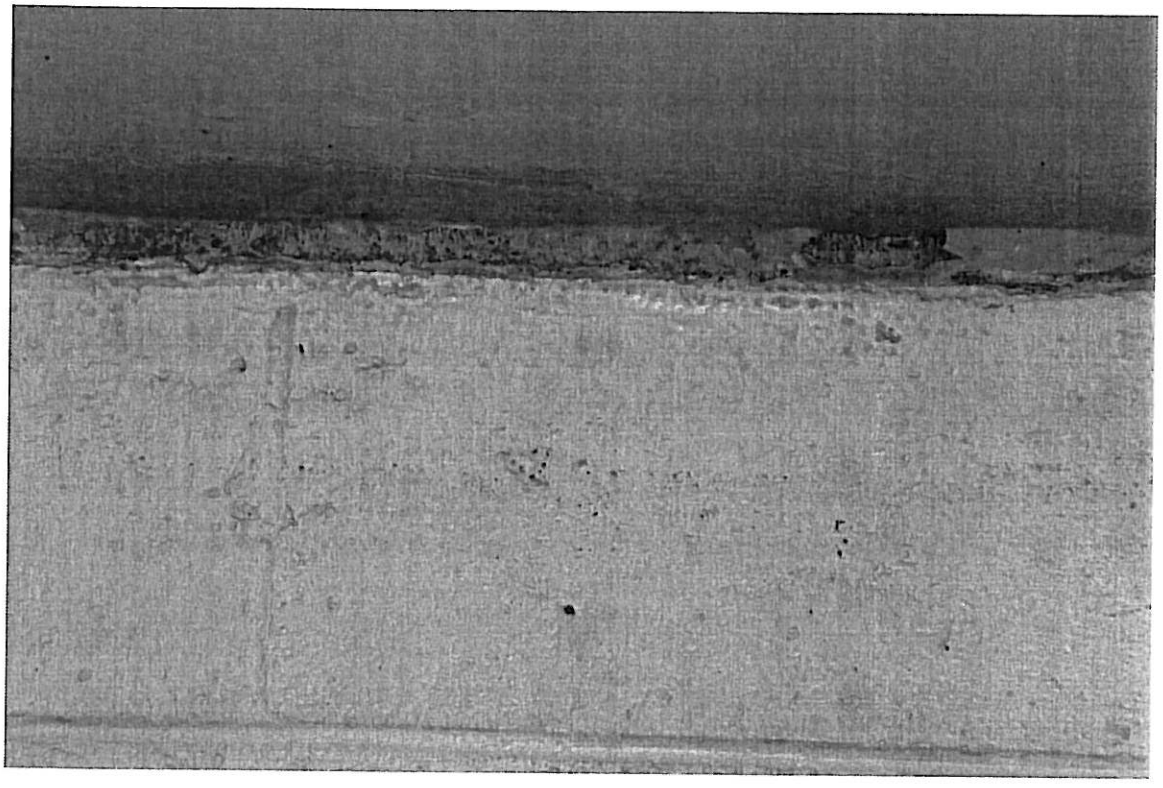
Scott Hagensicker
Commercial HVAC Division
Project Manager
Apollo Sheet Metal

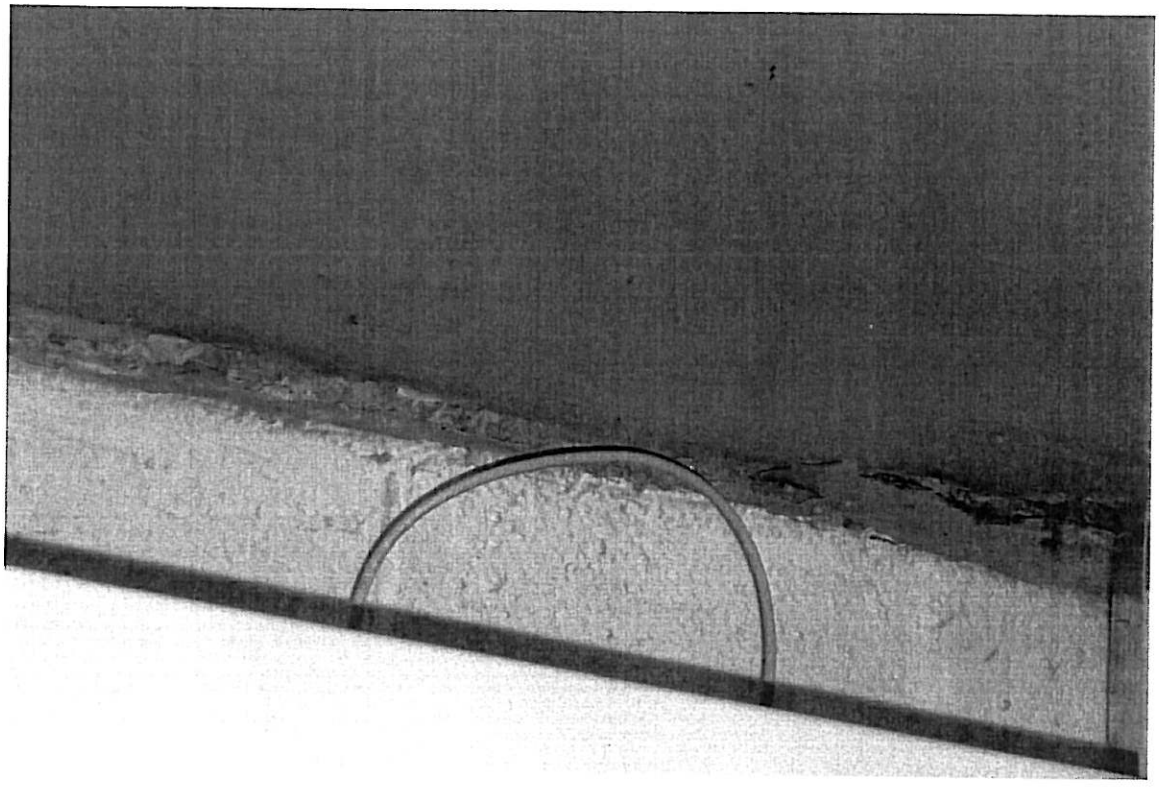


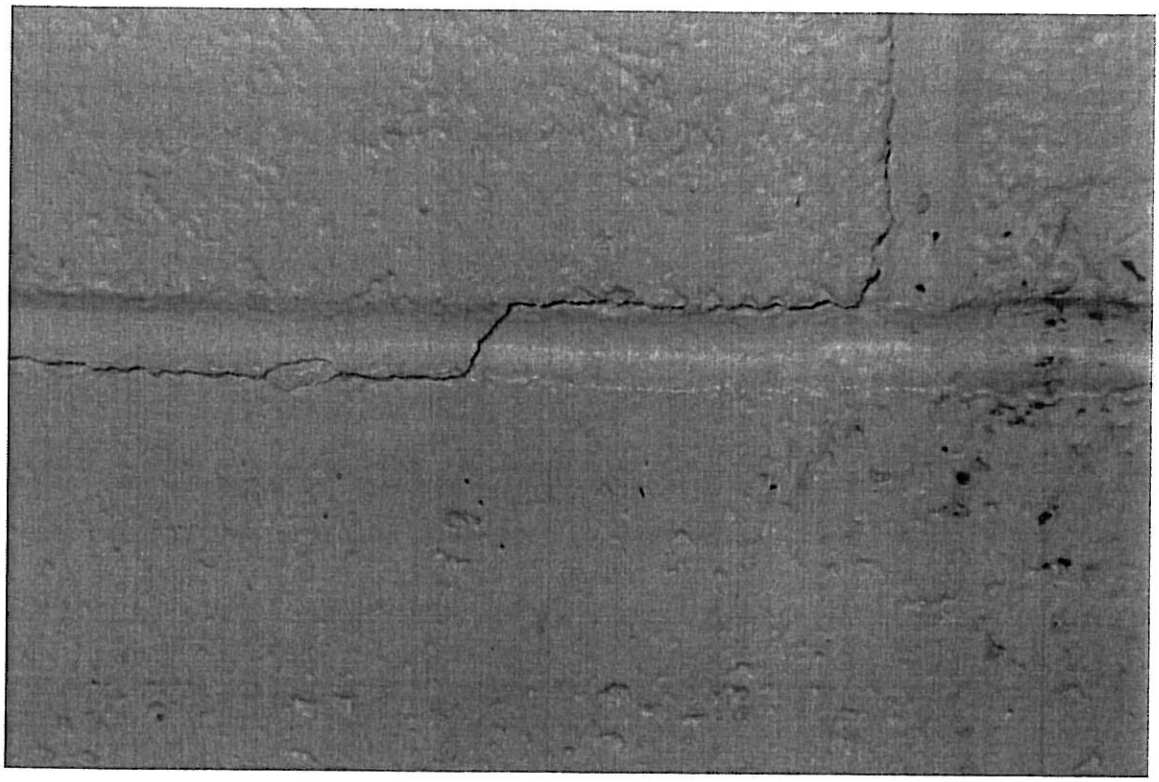


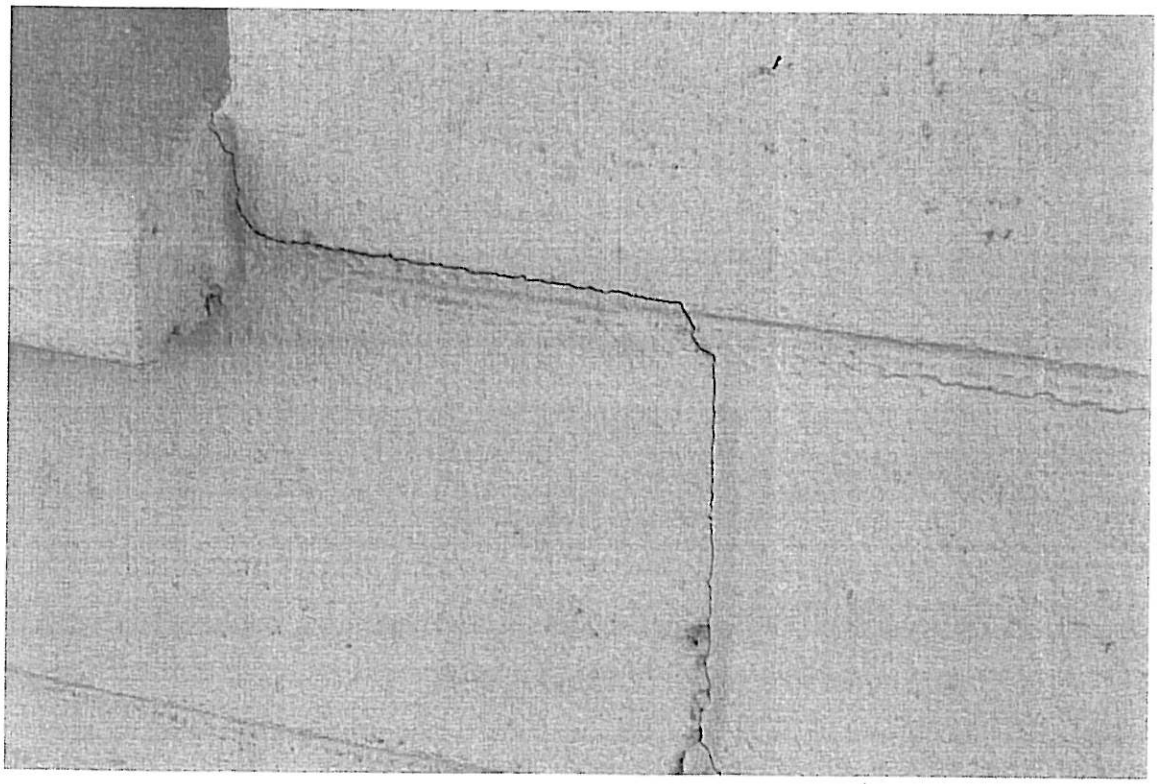


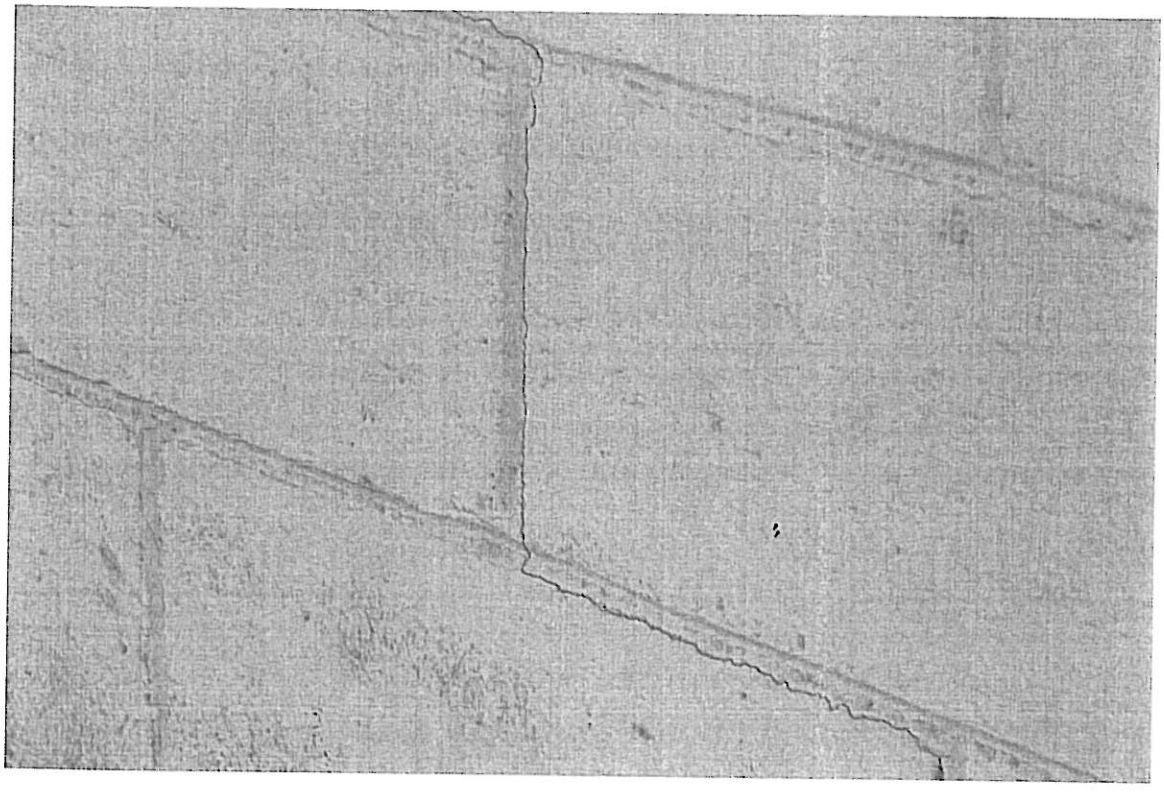












KK

AGENDA ITEM	TYPE OF ACTION NEEDED	
eting Date: 11-24-08 ubject: Benton County Sheriff's Office Employee Recognition Award Policy Prepared By: J.Thompson Reviewed By:	Execute Contract Pass Resolution XXX Pass Ordinance Pass Motion Other	Consent Agenda XXX Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

It has been past practice to recognize the employees of the Benton County Sheriff's Office whom have exhibited exceptional public service or served prolonged careers with Benton County.

SUMMARY

This resolution will formalize the process and will allow the Benton County Sheriff's Office to be consistent with the types of awards given.

RECOMMENDATION

Pass resolution approving the Benton County Sheriff's Office Employee Recognition Policy.

FISCAL IMPACT

$1,000 - Requested in the 2009 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING AN EMPLOYEE RECOGNITION AWARD POLICY FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, it has been past practice to recognize the employees of the Benton County Sheriff's Office whom have exhibited exceptional public service or served prolonged careers with Benton County; and,

WHEREAS, the attached Benton County Sheriff's Office Employee Recognition Award Policy will allow for a formal process; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED, that the Board of Benton County Commissioners herby approves the attached Benton County Sheriff's Office Employee Recognition Award Policy.

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Sheriff

J. Thompson

EMPLOYEE RECOGNITION AWARD POLICY

I. PURPOSE

The Benton County Sheriff has requested the approval of an employee recognition policy and establishment of procedures under which the Sheriff's Office can demonstrate recognition of employees that have exhibited individual acts of exceptional public service beyond that normally expected, regularly demonstrated an exceptional level of performance, or served prolonged careers with the Benton County Sheriff's Office.

II. APPLICABILITY

This Policy applies to all employees of the Benton County Sheriff's Office

III. PERMISSIBLE AWARDS

The following types of employee recognition awards are hereby approved in order to promote good will, foster a sense of pride in affiliation with the Sheriff's Office, promote safety, productivity, reliability, efficiency, dedication, commitment to the community and/or cost savings for the County.

A. Retirement Plaques: These plaques may be given to any employee that retires from the Sheriff's Office after at least 15 years of service with Benton County.

B. Longevity Plaques: Length of service plaques may be given to Sheriff's Office employees achieving 20 years of service with Benton County and for every five years of service thereafter.

C. Employee of the Year Plaques: Plaques may be given by the Sheriff's Office to one employee from the Sheriff's Office clerical staff, one from the Corrections Department, one Deputy, one Reserve officer and one of the medical staff that have been selected by the Sheriff, or his or her designee(s), for their outstanding work during the prior calendar year.

D. Individual Recognition Medals, Certificates, Letters of Recognition and Uniform Ribbons or Bars: These awards may be given to individual Sheriff's Office employees that perform specific meritorious acts worthy of greater recognition than afforded by a Letter of Commendation. The process and criteria for such awards are set forth in the General Orders adopted by the Sheriff.

IV. FISCAL LIMITS/ISSUES

A. Although this policy only authorizes non-monetary awards to employees, such awards could have tax implications. The Sheriff's Office shall be responsible for determining whether or not non-monetary awards are taxable, in accordance with the Internal Revenue Service (IRS) tax regulations. In no event shall the total of

all non-monetary awards received by an employee exceed the non-taxable limit set by the IRS.

B. Notwithstanding the above, in no instances shall the total value of non-monetary awards exceed one hundred and fifty dollars ($150) for any employee in any calendar year.

C. The Sheriff shall be responsible for ensuring the availability of funds to support costs incurred by this employee recognition program. The funds for this program shall be identified in a specific line item in the Sheriff's budget for employee recognition expenses, and the costs associated with awards under this Policy shall be satisfied solely from that line item.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT FOR CORRECTIONS FOOD SERVICES LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, on October 15, 2008, the Benton County Jail Lieutenant sent a Request For Sealed Proposals for Corrections Food Services located at the Benton County Jail Facility, Kennewick, WA to the following companies:

Consolidated Food Management Inc., Mercer Island, WA
Aramark Corporation, Downers Grove, IL; and

WHEREAS, the Sealed Proposals had a deadline of no later than 5:00pm Tuesday November 4, 2008; and

WHEREAS, Consolidated Food Management Inc. was the only vendor to submit their Sealed Proposal; and

WHEREAS, the Benton County Jail Captain has reviewed the proposal for completeness and recommends contracting with Consolidated Food Management Inc. to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Jail Captain's recommendation and hereby awards the personal service contract to Consolidated Food Management Inc. in the amount of $793,488; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

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

Prepared by: K. Mercer

BE IT FURTHER RESOLVED the term of the attached contract commences on January 1, 2009 and expires on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

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, R. Ozuna, CFM, Al Thompson

Prepared by: K. Mercer

INSTITUTIONAL FOOD SERVICE CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Consolidated Food Management Inc., a Washington corporation with its principal offices at 7429 SE 27th Street, Mercer Island, WA 98040-2744, (hereinafter "CONTRACTOR").

1. **CONTRACT DOCUMENTS:**

   1. Contract Terms and Conditions (this document)
   2. All documents submitted or received by CONTRACTOR as part of the RFP process which are hereby incorporated by reference and attached hereto as Exhibit B.
   3. Exhibit A (2009 Pricing)

2. **CONTRACT PERIOD:** Initial contract period shall commence when signed by all parties. The Contract will terminate the 31st day of December 2009. Upon agreement of both parties this contract may be continued for up to four one-year renewal options subject to agreement between both parties regarding cost adjustments. Cost adjustments for the next year must be submitted by July 31st of every year. The COUNTY reserves the right to compare prices to ensure that the COUNTY is getting the best possible value for the services provided under an awarded contract.

3. **ADVERTISING:** Award of a contract does not grant the right to the CONTRACTOR to utilize the award in any advertising media; nor may the Counties or any Counties official or employee endorse a product or service covered by this Contract.

4. **TERMINATION:** In the event of breach by CONTRACTOR and/or that which causes breach of the Agreement and benefits the Counties reserves the right to cancel and terminate any Contract forthwith upon giving oral or written notice to CONTRACTOR. Either party may terminate Contract for cause or non-compliance. This request for termination will be made in writing and will be effective sixty (60) days from postmarked date on the envelope, except for non-payment of invoices within the terms, whereas either party may immediately terminate this Contract. (7 CFR 210.16(d)) Either party may terminate this contract for any reason upon sixty (60) days written notice to the other party.

   CONTRACTOR shall be liable for any and all damages suffered by the CONTRACTOR resulting from the breach of the Contract. Nothing in this section limits any rights of the CONTRACTOR pursuant to this contract or at law.

5. **INFRINGEMENTS:** CONTRACTOR agrees to defend, protect and hold harmless the COUNTY, its elected and appointed officials, employees, agents and representatives against all claims, suits, actions or proceedings ordered and to assume all expenses and damages, including attorneys fees and costs arising from any claims regarding infringement of any third-party's rights. This term shall survive the termination or expiration of this contract and shall remain in force for five years from the date of such termination or expiration.

6. **WARRANTIES:** CONTRACTOR warrants that the food services and all other items supplied pursuant to this Contract conform to the COUNTY specifications as stated herein and are fit for the purpose for which such service/product is intended if any are ordinarily employed, except that if a particular purpose is stated the service/product must then be fit for the particular purpose.

7. **NON WAIVER BY ACCEPTANCE OF VARIATION:** No Contract provisions or COUNTY right under this Contract or by law are waived by acceptance of or failure to object to any act or omission which is not in conformance with this Contract or is in breach thereto.

8. **ASSIGNMENTS:** The provisions or monies due under this Contract shall only be assigned with prior written consent of the COUNTY. Any other assignment is prohibited and shall constitute a substantial breach of this Contract.

9. **TAXES:** CONTRACTOR shall collect and pay all federal, state and local taxes if any and charges arising from any purchase hereunder. Sales taxes will be at the rate established for the City of Kennewick.

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

    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.

    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.

11. **INSURANCE:** Workers Compensation: 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 Counties for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

    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). Such general liability policy shall specifically cover hazards associated with food borne pathogen ingestion including illness, disability and death

The CONTRACTOR shall provide 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.

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

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.

Other Insurance Provisions:

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

The Counties, its officers, officials, employees and agents shall be named as additional insured's with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

The CONTRACTOR's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional Insured.

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

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.

The CONTRACTOR shall include all subcontractors as insured's 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.

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.

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 required liability coverage policy shall be an "occurrence" policy that provides coverage for losses occurring within the coverage period regardless of the time when the claim for such loss is made. "Claims made" policies are not sufficient for the purposes of this requirement.

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.

The CONTRACTOR shall furnish the Counties 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 Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.

The CONTRACTOR shall furnish the Counties 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 Counties as an additional insured.

Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties Contract Representative.

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

All written notices under this Section 8 and notice of cancellation or change of required insurance coverage's shall be mailed to the Counties at the following address:

Risk Manager
Benton County Personnel Resources Office
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336

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 Counties. If requested by Counties, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

12. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION:** CONTRACTOR agrees not to discriminate against any person in the performance of any of its obligations hereunder on the basis of race, religion, creed, color, national origin, sex, marital status, age, veteran status, the presence of any disabilities, or any other protected status.

13. **ANTI-TRUST:** CONTRACTOR and the Counties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact bourn by the COUNTY. Therefore, CONTRACTOR assigns to the Counties any and all claims for such overcharges.

14. **GOVERNING LAW; VENUE:** This Contract shall be governed by the laws of the State of Washington. Any lawsuit arising out of this agreement shall be brought in the Superior Court of the State of Washington for Benton County.

15. **LICENSING AND PERMITS:** CONTRACTOR must be properly licensed to do business in the State of Washington. CONTRACTOR must have and maintain all local permits and/or licensing that are or may be required.

16. **PAYMENT TERMS:** COUNTY will pay the CONTRACTOR within twenty days from receipt of a weekly bill from the CONTRACTOR that contains the following information:

The previous week food service with the number and classification of meals prepared and served to:

A. Detainees
B. Staff meals served (breakfast, lunch and dinner)
C. Regular meals served (breakfast, lunch and dinner)
D. Sack meals served
E. Special diet meals served (vegan, vegetarian, religious, etc.)
F. Medical diet meals served
G. Auxiliary Food Services (prior written authorization and separate billing required)
H. Rate per meal
I. Subtotal for each section
J. Taxes, if any, provided pursuant to this Contract
K. Grand total owing

Per meal charge on each invoices shall reflect the per meal cost scale as proposed agreed to by both parties. (7 CFR 210.16(c)) The Counties will not pay for spoiled or unconsumed meals prepared in excess of the counts provided from Master Control.

BCC will not pay for any meals that are spoiled or do not meet fulfill specifications of the agreement.

17. **COMPUTER EQUIPMENT**: The Contractor shall furnish all computer hardware and software ("computer equipment") to fulfill its duties and obligations pursuant to this Contract at no expense to COUNTY.

All hardware and software provided pursuant to this Contract are the property of the Contractor.

18. **CHANGES:** No alterations in any terms and conditions of this Contract will be effective without written consent of COUNTY.

19. **HANDLING AND SHIPPING:** No additional charges will be allowed for shipping or handling for orders or order shortages.

20. **DELIVERY:** For any exception to the delivery date specified in the Contract, the Contractor must give prior notification and receive written approval from COUNTY. The Contract may be subject to termination for failure to deliver as specified in this contract or written agreed changes.

21. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all shipments of merchandise will be made F.O.B. at the following:

Benton County Corrections
7122 W Okanogan Pl #B
Kennewick, Washington 99336

22. **SEVERABILITY:** If any part of this Contract is declared void or illegal, all remaining parts or terms of this Contract shall remain binding on all parties.

23. **MEAL SERVICE AND MENU REQUIREMENTS**

A. **ESTIMATED DELIVERY REQUIREMENTS**

Meals for BCC adult and authorized staff shall follow a cycle menu of no less than 28-days. Meal counts are estimated at 1800-2214 adult and staff meals three times a day or from 12600 – 15500 meals per week. "A Menu Planner" shall be maintained in the immediate kitchen area located just outside of the kitchen office. It is anticipated that the projected population levels and meal requirements will remain as projected during the initial or any subsequent contract years.

B. **MENUS**

A 28-day cycle menu is required and the meal planning option for breakfast, lunch and dinner used by the Contractor will be the Traditional Food-Based Menu Planning. A no less than two-week menu for sack meals must be presented as well. Accompanying each menu must be a list of nutritionally equivalent substitutions in the event one or more of the menu items is not available. This menu must meet or exceed both the COUNTY standards outlined herein and American Correctional Association (ACA) mandatory requirements for food service in accredited correctional facilities whichever is more stringent

All menu items shall meet all nutritional requirements established by and in accordance with Washington Administrative Codes (WAC), United States Department of Agriculture (USDA). The intent is to serve high quality nutritious food items that will appeal to men and women. The menu must be assessed and periodically revised by a Registered Dietitian to successfully meet the dietary preferences. The menu composition intent is to provide as wide a variety of food items and appropriate size portions for adults, depending on their individual needs.

C. **NUTRITION REQUIREMENTS**

1. **Menu Certification:** Menus must be reviewed and certified by a Registered Dietitian and adjusted for age, sex and activity according to the RDA and RDI stated by the National Academy of Sciences. The menus must conform to the United States Department of Agriculture (USDA) Dietary Guidelines for Americans relative to food composition, especially those relative to the amount of total fat and saturated fat (trans-fat free is preferable), calories, protein, iron, calcium, vitamin A, vitamin C, cholesterol, sodium and dietary fiber. The menus proposed must contain no more than 4,000 mg. sodium and no more than 30% calories from total fat (saturated fat is to be lower than or equal to 10% of total

calories) averaged over the 7-day menu week. The Contractor must provide to the BCC written certification of this review for each cycle menu prior to implementation. The Registered Dietitian must, at a minimum, independently review and approve the menu bi-yearly. Expenses for such review shall be borne by Contractor.

All meals served in the facility shall be hot meals unless an emergency circumstance exists that causes a deviation or the BCJ has agreed in advance to a deviation from this requirement.

Sack meals will be provided, as required, to adults who spend part of their time outside the facility. Facility supervision may request sack meals to be served in the facility for purposes of internal controls.

COUNTY will not pay for any meals that are spoiled, or otherwise do not fulfill specifications

2. **Documentation:** Nutritional documentation for all of the breakfast, lunch and dinner menus is required. The format may vary with computer programs but the data must meet the USDA nutrient requirements and recommendations. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as total fat, saturated fat, cholesterol, sodium and fiber contents. Contractor shall submit the specified nutritional documentation and the USDA Food-Based breakfast, lunch and dinner menu pattern for any new and/or revised 28-day cycle menus with an Registered Dietitian's certification submitted for BCC's approval.

3. **Daily Calorie Requirement:** The minimum daily calorie requirement for the base BCJ menu shall be 2,500. Only one standard size condiment package and one 8 oz beverage may be applied to the caloric and nutritional content requirement.

D. PORTIONING

All food portion sizes listed on the menus shall be the cooked weight or shall be specifically identified as raw weight. The meat and/or meat alternative portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal response. They must include the number and portion size of condiment packages.

The hot and cold food portions of the meal are to be placed on the specified appropriate insulated trays and placed on tray carriers for transport to each housing pod. The Contractor may not place any hot or cold food in insulated containers until one-half hour before the specified cart pick-up time. Prior to those times the hot and cold food is to be held in equipment designed for this purpose.

When there is a specific medical or religious diet ordered, the Contractor may place the specified portion in a styro-foam serving container and label that meal or item for receipt by a specified detainee.

E. THERAPEUTIC DIETS

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to adults according to the orders of the attending physician, dentist, nurse or registered dietitian or as directed by the responsible health authority official. Medical diets, and their menus will be developed and verified by a Registered Dietician. Therapeutic and restricted diets must be specific and complete and will be furnished in writing to the Contractor by authorized BCC or Contract personnel. Restricted diets must conform as closely as possible to the food served to other inmates. The source book to be used is the Nutrition Care Manual with subscription update service (formerly the Manual of Clinical Dietetics Fifth Edition), published by the American Dietetic Association or comparable source that will be subject to the approval of the BCC. Medically prescribed food snacks must be served upon request at no additional cost. Medically prescribed dietary supplements must be provided as requested at cost and shall be available with four (4) hours notice.

F. RELIGIOUS & VEGAN / VEGETARIAN DIETS

Religious and vegan/vegetarian diets must be available to be prepared and served according to the orders of the attending physician, dentist, nurse, registered dietitian or as directed by the responsible health authority official. Religious and vegan/vegetarian diets and their menus will be developed and verified by a Registered Dietitian and will be submitted in writing to the Contractor. Religious and vegan/vegetarian diets should be simple and conform as closely as possible to the food served to others.

G. CONTINGENCY MEALS

The Contractor may not charge additional fees for the provision of food services even in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of the BCC facility. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals. **The Contractor shall submit a BCC approved contingency plan that will address this requirement within thirty (30) days of contract execution.**

H. ACCOUNTING / AUDITING

ACCOUNTING CYCLE: The Contractor must comply, for accounting cycle purposes, with the Counties' fiscal year of January 1st to December 31st, and calendar month periods.

RIGHT TO AUDIT: The COUNTY reserves the right to audit any aspect of its food service program, as performed by the Contractor, and Contractor will keep accurate and complete records thereof for at least three (3) years.

24. FOOD PRODUCTION, PREPARATION AND SERVICE

A. QUALITY ASSURANCE

The Contractor must maintain a comprehensive quality assurance program that implements Hazard Analysis Critical Control Points (HACCP) based on USDA Guidance.

HACCP is the delivery of safe food by controlling hazards (biological, chemical, and/or physical) that may occur or be introduced into foods along the flow of food

during receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting and serving. If the Contractor has a HACCP program that addresses, but is not limited to the purchase, delivery, storage, preparation, portioning and delivery of food as well as facility and equipment sanitation and staff food handling practices, this HACCP program may be submitted to the BCJ for approval.

AH such records must be filed in an orderly, chronological fashion to permit easy access and audit by the respective Food Service Contract Administrators. The Contractor must arrange for and have a minimum of two Food Safety Inspections each Year by the local Counties Health Inspector. The Contractor must post their food safety inspections and must give members of the public copies of their food safety inspections if requested.

Contractor shall ensure health certification of facility. BCC may monitor food service operations of Contractor through periodic visits, which may include other appropriate COUNTY and State personnel. Meals provided by Contractor shall be prepared, put on trays and trays put on carts for transport to the detention pods by BCC staff, and shall be maintained at their required temperatures and precautions taken for control and prevention of food-borne illness. Contractor shall keep all required daily storage, temperature, and other production records.

All foods used by Contractor shall meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program. COUNTY shall retain control of the quality, extent, and general nature of its food service.

All food purchased for use under the final contract with the COUNTY shall meet at least the following minimum specifications:

1. Beef, veal, pork and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.

2. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.

3. Canned fruits and vegetables shall be at least USDA Grade C (or standard).

4. Frozen fruits and vegetables shall be at least USDA Grade B.

5. Fresh produce shall be at least USDA No. 2. Some **minimum** counts are as follows:

a.	Apples	113
b.	Oranges	113
c.	Bananas	3-4 (petite)
d.	Pears	90-100

The Contractor may serve comparable portions of other popular fresh fruits.

6. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine if it is a commodity item.) 2% skim and nonfat chocolate fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch and dinner and snacks if applicable. Dry/powdered milk may be used in cooking/baking.

   Eggs shall be at least USDA Grade B Large.

7. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.

8. Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased but must be used within 48 hours or frozen until the time of use (seven day maximum hold).

9. The Contractor may not purchase "second market" or distressed food items, or food items outside of the specifications stated herein without the prior written approval of COUNTY.

B. STORAGE

The Contractor must provide for the correct receiving, prompt storage, rotation and issue of food items purchased for use in the BCC. Products that have been frozen in excess of one year or are past the manufacturers or processors pull or freshness expiration date may not be served. All food products must be marked with a date when they were received and stored on a first-in-first-out (FIFO) rotation basis.

C. INVENTORY

For the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes, the Contractor shall conduct physical inventories of all food and supply items.

All products required to serve the published menu will be on hand at the BCC kitchen location in time to properly prepare the food. The Contractor shall keep on hand sufficient food products as to be able to prepare and serve a minimum of three days of meal and snack service

D. PRODUCTION CONTROL TECHNIQUES

The food production techniques and hold methods used in the BCC facility must be in accordance with all applicable health and sanitation mandates. It is the specific responsibility of the Contractor to accurately maintain its food production records (whether manual or computer software driven) to conclusively prove that all food items are being prepared in accordance with the terms and conditions of this RFP and the resultant contract.

Sulfites: No sulfite additives are to be added on premises to any foods served under the resultant contract.

E. FOOD PREPARATION

1. **Method:** Contractor shall utilize the traditional cook and serve methodology, Recipes, menus and production schedules must all be designed to minimize the risk of spoilage.

2. **Recipes:** A file of tested bulk recipes adjusted to a yield appropriate for the population counts specified must be maintained on the premises.

3. **Optimum Temperature Ranges**: All chilled food must be held and served at no more than 41 degrees F. and all hot food items held and served at no less than 140 degrees F. (Washington State Manual, School Food Safety inspection Manual)

F. DATE CODES

A code system acceptable to the respective Food Service Contract Administrators must be utilized to date all sack meals to prevent consumption of dated or spoiled foods. After 48 hours, all unused sack meals must be discarded.

G. SANITATION AND SAFETY

1. **Laws and Regulations:** The Contractor shall comply with all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The Contractor shall be subject to inspections in the kitchen by the Benton-Franklin Counties Environmental Health Services, Benton-Franklin Counties Health District, State of Washington Health Inspectors, and authorized personnel from the BCC.

2. **Food Handlers Cards and Medical Exams:** The Contractor shall provide medical examinations as required by law and appropriate records for each employee will be kept on file with the respective Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

3. **Food Samples:** The Contractor shall save samples of all meals, including sack meals, in a freezer at all facilities for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning or contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

4. **Emergency Situation Reports:** The Contractor shall be responsible for immediately notifying the on duty correctional supervisor of any fires in the kitchen or related areas and of any accidents or injuries, no matter how minor, involving Contractor personnel. Such reports shall be made verbally and in writing. Contractor personnel shall cooperate in any reasonable fashion with any investigation required by the correctional supervisor or his/her designee that is necessitated by such accidents or injuries.

5. **Employee Physical Health:** The Contractor shall not permit employees with communicable health problems (including open sores) to work.

6. **Worker's Compensation / L&I:** The Contractor is responsible for processing all Workers Compensation reports relating to its employees.

H. FOOD DELIVERY AND SERVICE

Meal carts carrying the specified meal trays, will be available to detention staff to deliver to pod areas 15 to 30 minutes prior to the following scheduled meal service times:

Breakfast 6:30 AM **Lunch 12:00PM** **Dinner 5:30 PM**

All food must be held in the appropriate hot or cold holding units or properly temped insulated carriers.

A BCC reporting form is filled out at each meal. The reporting form enables BCC staff to quickly ascertain that all meal items have been provided. This form will be used for billing reconciliation purposes. The form must show the following information:

1. Number of meals ordered
2. Number of meals received
3. Number and type of special meals ordered with space for recipient signature
4. The number of trays and beverages provided

The carts will be returned to the kitchen within one (1) hour of the scheduled meal service time.

I. DISPOSABLES/EXPENDABLES

The Contractor shall furnish all paper, plastic ware, sacks, paper towels, hand soap and all other kitchen related supplies for the kitchen area operation and food service. The BCC reserves the right to request that samples of disposable goods be submitted prior to contract execution.

J. RECEIVING

The Contractor shall be responsible for scheduling product delivery and for assuring that qualified personnel are on site and available for all kitchen product deliveries. The Contactor should notify its Vendors that there is only space in the receiving area for one large truck at a time.

K. SALESPERSONS

The Contractor should encourage all salespersons to call at their district offices. No salesperson will be permitted in the secured portions of the facilities. If a salesperson must call on the Contractor's unit managers, the managers must meet the salesperson in the public reception areas. [The Contractor shall minimize the use of this area as much as possible.] Note: Exceptions may be made for equipment repairs, deliveries or installations at the discretion of the on-duty correctional supervisor who must be notified in advance of any attempt to bring such persons into the facility.

L. EQUIPMENT OWNERSHIP & RESPONSIBILITY

Requirement: The Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the COUNTY that its equipment is being properly used and maintained. The Contractor will assume full financial responsibility for any damage incurred due to its employee's negligent handling of COUNTY owned fixtures, furniture and equipment.

Preventative Maintenance & Equipment Repairs; All current kitchen equipment, fire extinguishers and fire suppression systems are the responsibility of the COUNTY.

Space / Office Equipment: The COUNTY will provide a facility and current equipment required for the Contractor to produce the required number of meals. Space will be provided to the Contractor for a desk and related equipment to allow the Contractor to conduct business. The Counties will furnish a phone with basic service at no cost to the Contractor. If the Contractor makes any long distance calls on the phone provided by the Counties, the Contractor will be liable for all cost associated with such calls. Contractor will be responsible for supplying all other necessary office furniture (desk, chair, etc.), equipment (computer, monitor, printer, etc.), and all office supplies.

Cooking Related Ventilation Systems: The Counties will assume responsibility for the proper maintenance and steam cleaning of the hood ventilation and stack systems a minimum of twice annually at the COUNTY's expense.

Counties Maintenance Assistance: The Contractor may, upon request, utilize COUNTY'smaintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with COUNTY.

The Contractor will be expected to inform the BCJ Facilities Supervisor immediately of any equipment problems or deliberate mistreatment of same by a Contractor's employee.

Inventory Procedures: The Contractor and BCJ shall jointly inventory, at least annually, all capital equipment and COUNTY-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplied equipment must be maintained and submitted to the BCJ annually.

The Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

M. SMALL WARES

The Contractor shall, at its expense, maintain at 125% of the Average Dally Population (ADP) for the facility all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered small wares. Additionally, the Contractor will provide and replace all sanitation and janitorial equipment. Once purchased, all small wares become the property of the COUNTY.

N. **AUXILIARY FOOD SERVICE**

The Contractor must be available to provide food for visitors and other related COUNTY functions. The costs for auxiliary food services will be subject to individual requirements under terms written and agreed to by both parties. Such arrangements shall be priced on a cost-plus basis, with a specified not-to-exceed percentage mark-up, which will be negotiated with the successful Proposer.

25. COMPENSATION

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

a. The CONTRACTOR shall be paid in accordance with Exhibit A attached hereto.

b. The total amount payable to the CONTRACTOR under this Contract shall not exceed seven hundred ninety three thousand four hundred eighty eight dollars and zero cents ($793,488.00) including WSST.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract. Also, no payment shall be made until CONTRACTOR submits a statement of intent to pay prevailing wages in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries. Thereafter, final payment shall not be made until an affidavit of prevailing wages paid is submitted in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries.

d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per week during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

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.

Date:_____

Benton County

_____
Chairman

Date:_____

Consolidated Food Management Inc.

_____
Ken Chow, Vice President

Approved as to Form

_____
Eric Hsu, Deputy Prosecuting Attorney

RESOLUTION

mm

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT FOR WASHING AND CLEANING THE SHERIFF'S OFFICE FLEET MOTOR VEHICLES

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Benton County Patrol Captain solicited a quote from Jiffy Car Wash Inc; and

WHEREAS, the Sheriff's Office has used Jiffy Car Wash Inc. to wash and clean their fleet vehicles in the past; and

WHEREAS, the Sheriff's Office is pleased with the service provided by Jiffy Car Wash Inc. and wishes to enter into a contract; and

WHEREAS, the Benton County Patrol Captain has reviewed the quote for completeness and recommends contracting with Jiffy Car Wash Inc. to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Patrol Captain's recommendation and hereby awards the personal service contract to Jiffy Car Wash Inc. in the amount of $300.00 per month including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

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, R. Ozuna, Jiffy

Prepared by: K. Mercer

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Jiffy Car Wash Inc.**, a for-profit corporation organized under the laws of the State of Washington with its principal offices at 2517 W. Kennewick Ave, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the terms and conditions contained herein and the following documents:

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to wash and/or vacuum out the Benton County Sheriff's Office fleet motor vehicles as needed usually once a week.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be

furnished by the COUNTY

c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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:

Cheryl Gillespie
2517 W. Kennewick Ave
Kennewick, WA 99336
Phone: 509-586-8383
Fax: 509-586-6459

b. For COUNTY:

Julie Thompson
Administrative Assistant
Benton County Sheriff's Office
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336
Phone: 509-735-6555 ext 3273
Fax: 509-736-3895

5. COMPENSATION

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

a. The CONTRACTOR shall be paid no more than $300.00 per month including Washington State Sales Tax.

b. Invoices may be sent to COUNTY once per month.

Invoices will be paid by COUNTY warrant within one billing cycle as determined by the Benton County Auditor's Office.

c. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $4,600.00 including Washington State Sales Tax.

d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract unless agreed to by both the CONTRACTOR and COUNTY.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All services provided by the CONTRACTOR,

including any reports generated as a result thereof, shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the services, even if the services are accepted by the COUNTY.

c. 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.

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. 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.

8. **INSURANCE**

a. **Workers Compensation:** If CONTRACTOR intends to utilize the services of any employees in providing the services contemplated by this agreement, then 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 does not intend to utilize the services of employees during any portion of providing the services under this agreement, then it must notify COUNTY of this fact in writing prior to commencing any services under this contract.

CONTRACTOR shall further procure and maintain in place employer's liability stop-gap insurance in the amount of $1 million for disease/illness or injuries suffered by employees.

b. **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). This policy shall specifically cover damage done to towed vehicles including damage done by reason of improper towing methods, techniques or equipment.

The CONTRACTOR will provide 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.

c. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of Any Auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. Such automobile insurance shall specifically cover any damage to COUNTY's vehicle incurred while they are in the custody of CONTRACTOR or its employees or agents.

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 as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published

edition of Best's Reports. Any exception to this requirement must be reviewed and approved 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" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

(4) Unless CONTRACTOR does not intend to utilize the services of any employees in fulfilling the terms of this contract, and CONTRACTOR has so notified counties in writing, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers

compensation.

(5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Julie Burkos
Administrative Assistant
Benton County Sheriff's Office
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336

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

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

9. **TERMINATION**

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective

upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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.

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 the Compensation Section of this Contract. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

10. 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 for CONTRACTOR, any fee, commission, percentage, brokerage

fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the CONTRACTOR and its employees, officers councilors and agents are 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.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. If County learns of circumstances which may lead to an increased likelihood that County may be named as a defendant in a lawsuit where any books or records created or maintained pursuant to this agreement may of be of evidentiary value and County so advises CONTRACTOR in writing, CONTRACTOR shall suspend any document purging or destruction schedule related to the books or records identified by County, and shall take all reasonable steps to protect and keep such books and records safe from destruction, unauthorized access, or alteration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes

other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete

expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

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

25. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this agreement, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for short periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

a. All patrol cars that are left in the custody of CONTRACTOR shall not contain firearms or ammunition of any sort - representatives of the Benton County Sheriff's Office have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR's custody. Additionally, CONTRACTOR shall immediately notify the Benton County Sheriff's Office if it discovers any firearms or ammunition within the cars while work is being done;

b. CONTRACTOR shall ensure that only those trusted, full-time employees who are required to do work under this contract shall have access to the patrol cars or to the keys which access same and shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;

c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be activated, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;

d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify the Sheriff's Office patrol lieutenant by paging same at 737-5533 and ensuring contact and notification is made;

e. CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR's property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purposes of moving patrol cars from one portion of CONTRACTOR's premises to another portion of CONTRACTOR's premises as necessitated by the work being done pursuant to this agreement;

f. If it becomes necessary to test-drive any patrol car in CONTRACTOR's custody for the purposes of testing or verifying work being done pursuant to this agreement, CONTRACTOR shall contact the Benton County Sheriff's Office via the designated contact, and shall arrange for a representative of the Benton County Sheriff's Office to be physically present in the patrol car during any such test drives;

g. In the same manner as stated in the indemnification section of this agreement, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of misuse of any patrol car while it is legally in CONTRACTOR's custody.

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 7(b) are mutually negotiated.

BENTON COUNTY

_____
Claude Oliver, Chairman

Date: _____

Approved as to Form

_____
Eric Hsu, Deputy Prosecuting Attorney

Jiffy Car Wash Inc.

Roy F Hulbert

Signature

ROY F HULBERT Press

Print Name/Title

Date: 11/12/08

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO JOHNNY DAVID ALLSTEAD FOR FURNISHING INMATE BARBER SERVICES FOR THE BENTON COUNTY JAIL FACIILITY LOCATED IN KENNEWICK, WA

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, Benton County Jail offers barber services to inmates at a nominal cost through contracting barbers to provide such services; and

WHEREAS, the inmates pay for their haircuts at the following rates:

$15.00 per completed haircut ($10 remitted to Contractor)
$6.00 per requested haircut but inmate unable to receive services ($6.00 remitted to Contractor); and

WHEREAS, the Benton County Commissary Clerks contacted Johnny David Allstead, a qualified barber, to perform said services; and

WHEREAS, the Jail Administrative Lieutenant has reviewed Johnny David Allstead's qualifications and recommends contracting with Johnny David Allstead to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Administrative Lieutenant's recommendation and hereby awards the personal service contract to provide inmate barber services at the Benton County Jail to Johnny David Allstead in the amount of $10.00 per completed haircut and $6.00 per requested haircut but inmate was unable to receive services; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2009. Price adjustments will only be approved with an amendment to the attached contract.

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, R. Ozuna, Allstead

Prepared by: K. Mercer

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Johnny David Allstead, a sole proprietor, with its principal offices at 4034 W. Van Giesen Ste A, West Richland, WA 99353, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. **Terms and Conditions (this document)**
b. **Benton County Sheriff's Office PREA Policy (Exhibit A)**
c. **Benton County Sheriff's Office Sexual Harassment Policy (Exhibit B)**

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution and shall expire on **December 31, 2009.** The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. CONTRACTOR shall, upon request via telephone, when there are at least four (4) inmates needing services for haircuts, respond to the Benton County Jail within ten (10) days to provide hair cut services to the inmate population. When providing hair cut services to inmates, CONTRACTOR shall perform to industry standards with regards to equipment used, hygiene and skill. No services beyond basic cuts and trims will be expected of CONTRACTOR.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be

furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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:

Johnny Allstead
4034 W. Van Giesen Ste A
West Richland, WA 99353
509-967-2544

b. For COUNTY:

Captain Al Thompson
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336
509-735-6555

5. COMPENSATION

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

a. For each completed cut, COUNTY shall charge the inmate fifteen dollars ($15) and remit ten dollars ($10) to CONTRACTOR. For each cut for which an inmate has requested CONTRACTOR's services but refuses to have a cut or is otherwise unavailable at the time, COUNTY shall charge the inmate six dollars ($6) and shall remit the entire amount to CONTRACTOR whether or not the COUNTY is able to actually collect the $6.

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

c. The CONTRACTOR may, in accordance with subsection "a" above, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall state the number of completed cuts performed and the number of scheduled cuts for which inmates were unavailable or refused the cut. Then pursuant to the fee schedule set out in "a" above, the invoice shall state a total amount payable. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

g. Nothing in this Contract should be interpreted as requiring COUNTY, any of its elected officials or employees, to exclusively utilize the services of CONTRACTOR for any work contemplated by the section entitled "Services Provided" above. COUNTY, any of its elected officials or employees, may contract with other persons or entities to provide the same services to the same inmate population as CONTRACTOR will be serving, concurrent to this contract, as it deems necessary and appropriate.

6. **AMENDMENTS AND CHANGES IN WORK**

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

b. No amendment, 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.

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. 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.

8. <u>INSURANCE</u>

a. **Workers Compensation:** 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 any State of Washington workers compensation statutes or 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, and shall also include attorney's fees, court costs and/or collection costs incurred in the enforcement of such indemnification rights and obligations. 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.

b. **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 ($1,000,000).

The CONTRACTOR will provide 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.

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

c. **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 as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(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. Liability coverage shall be written on an occurrence basis and shall not be "claims made" policies.

f. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved 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" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

(4) 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 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by

certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may 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. Specifically, CONTRACTOR agrees that obtaining and maintaining security clearance to enter and do business upon the premises of the Benton County Jail is an essential part of this contract and that anything which causes such clearance to be revoked, including, but not limited to, commission of any crime or being arrested for such, shall constitute a substantial breach of this contract. CONTRACTOR further acknowledges that security clearance may be revoked for any legitimate security reason at the sole discretion of the Benton County Sheriff or designee.

10. 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.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[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.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. All design work done 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.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SECURITY

(a) Prior to being permitted to assume duties pursuant to this contract on County property, CONTRACTOR and any of CONTRACTOR's employees shall pass a thorough background investigation administered by the Benton County Sheriff's Office. In order to accomplish that, prior to assuming any duties pursuant to this contract on County property, CONTRACTOR shall supply County with any information it requires in order to accomplish its background investigation.

(b) Security clearances shall be granted or revoked at the sole discretion of the Benton County Sheriff or his designee, and revocation shall be permitted for reasons including any reason related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. COUNTY reserves the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance. The background investigation process may involve requiring CONTRACTOR or any CONTRACTOR employees to fill out statements which may or may not be under oath. CONTRACTOR shall ensure that such statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance.

(c) CONTRACTOR shall report to COUNTY within 24 hours of: being arrested or convicted of any crime, being told they are a suspect in any crime, becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties pursuant to this Contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct, the fact of such occurrence. Of CONTRACTOR utilizes employees of any sort to fulfill duties pursuant to this CONTRACT, Contractor shall implement policies requiring the reporting of the occurrence of any of the above to it within 24 hours, and shall, in turn, report such occurrence to COUNTY within 24 hours.

(d) In the event the Benton County Sheriff determines that it is appropriate to revoke CONTRACTOR or any CONTRACTOR employee's security clearance, he shall do so in writing directed to CONTRACTOR and may also precede such written notice with verbal notification to the subject of the revocation. Revocation shall

become effective immediately upon verbal notification, if made, as long as it is followed by written notification to CONTRACTOR. Upon such notification, unless CONTRACTOR can fulfill the terms of this CONTRACT utilizing employees who are the subject of security clearances granted pursuant to this CONTRACT, this CONTRACT shall terminate immediately and CONTRACTOR shall be paid for all services rendered up to the point of termination.

(e) Nothing in this section shall be construed as infringing in any way upon Contractor's discretion to hire and retain employees of its own choosing.

26. COUNTY POLICIES

The following COUNTY policies are attached as exhibits to this CONTRACT. By executing this contract, CONTRACTOR acknowledges that these COUNTY policies are in place, and agrees that CONTRACTOR shall be bound by them to the same extent as COUNTY employees. CONTRACTOR also agrees that it shall communicate these policies exactly as written to each of its officers, directors, employees or agents who do any work at all pursuant to this CONTRACT, whether or not they actually work at all on site at the Benton County Jail, and shall require their adherence to those policies as described above.

(a) Benton County Sheriff's Office Prison Rape Elimination Act policy (Exhibit A)
(b) Benton County Sexual Harassment policy (Exhibit B)

-Remainder of page purposely left blank-

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

The parties specifically certify that the provisions contained within paragraph 7(b) are mutually negotiated.

Date:_____

Benton County

_____
Chairman

Approved as to Form

_____
Eric Hsu, Deputy Prosecuting Attorney

Date:_____

Johnny David Allstead

_____
Signature

_____
Print Name & Title

BARBER/HAIRSTYLIST – CONTRACT PROPOSAL ACKNOWLEDGMENTS AND GUIDELINES

Very Important: Your proposal should be written in a detailed resume format. In order for your proposal to be considered, the following acknowledgments and guidelines must be addressed in your proposal.

1. NO SCISSORS ARE ALLOWED IN THE JAIL, SO THE CONTRACTOR MUST BE PROFICENT WITH ELECTRIC CLIPPERS. DO YOU HAVE THIS TYPE OF EXPERIENCE? REFERENCES?

2. CONTRACTORS MUST PROVIDE THEIR OWN EQUIPMENT/TOOLS FOR PERFOMING THE SERVICE. DO YOU HAVE YOUR OWN EQUIPMENT YOU CAN SUPPLY? (LIST EQUIPMENT YOU WILL PROVIDE)

3. THE INVOICE PROCESS IS NECESSARY FOR PAYMENT PURPOSES. HOW WILL YOU INVOICE BENTON COUNTY?

4. IT IS THE CONTRACTORS RESPONSIBILITY TO FULFILL SCHEDULING REQUIREMENTS IN A TIMELY MANNER. WILL YOU BE ABLE TO ADDRESS LAST MINUTE SCHEDULING ISSUES?

5. THE SUCCESSFUL CONTRACTOR(S) WILL BE REQUIRED TO SIGN A SERVICES CONTRACT AND TO FOLLOW THE TERMS OF THAT CONTRACT. THE SUCCESSFUL CONTRACTOR MUST PROVIDE A COMMERCIAL GENERAL LIABILITY INSURANCE POLICY THAT MEETS THE CRITERIA SET FORTH IN THE SERVICES CONTRACT: _____ - INITIAL HERE ACKNOWLEDGING.

6. THE SUCCESSFUL CONTRACTOR MUST BE ABLE TO PASS A BENTON COUNTY SHERIFF'S OFFICE BACKGROUND INVESTIGATION. AUTOMATIC DISQUALIFIERS INCLUDE: PRIOR TERMINATION FROM A CONTRACT WITH BENTON COUNTY FOR CAUSE, PRIOR CONVICTION OR PRESENT PRE-TRIAL RELEASE FOR: ANY FELONY, CRIMES INVOLVING DISHONESTY, CRIMES FOR WHICH SEX OFFENDER REGISTRATION IS REQUIRED, AND ASSAULT IN THE FOURTH DEGREE WITH SEXUAL MOTIVATION. **APPROVAL AND DISQUALIFICATION OF POTENTIAL CONTRACTORS SHALL BE AT THE SOLE DISCRETION OF THE BENTON COUNTY SHERIFF AND ARE NOT APPEALABLE. THE SHERIFF'S DISQUALIFICATION OF A POTENTIAL CONTRACTOR DOES NOT NEED TO BE ACCOMPANIED BY A REASON FOR SUCH DISQUALIFICATION. BY SUBMITTING A PROPOSAL UNDER THIS RFP, APPLICANTS WAIVE ANY RIGHT THEY MAY OTHERWISE HAVE TO KNOW THE REASON FOR THEIR DISQUALIFICATION OR TO APPEAL A DISQUALIFICATION BASED ON A BACKGROUND INVESTIGATION.** _____ **-INITIAL HERE ACKNOWLEDGING**

Very important – your proposal must address all the acknowledgments and guidelines stated above, AND YOUR INITIALS MUST APPEAR BESIDE ITEMS 5 AND 6 . Incomplete proposals will be disregarded.

BENTON COUNTY BACKGROUND CHECK
AUTHORIZATION AND RELEASE

Jail
Department

Barber
Position Title

ALLSTEAD
Last Name

JOHNNY
First Name

DAVID
Middle Name

NONE
All Other Previous Names Used

8-31-38
Date of Birth

ALLSTJD 620NU
Driver's License Number/State

565-46-0609
Social Security Number

WASHINGTON
States of Residence (Current and all former within last 10 years)

Acknowledgment

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work. I understand that employment or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be disciplined or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.

Authorization and Release

I hereby authorize Benton County (including but not limited to Personnel Resources Department, Sheriff's Office, Juvenile Justice Center, and/or Prosecutor's Office personnel) to conduct a background check in connection with my application for employment/assignment with Benton County. I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending on my employment or assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain Benton County positions and may include review of records relating to arrests and/or other contacts with law enforcement.

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency, and/or other organization (public or private) to provide any information and/or records solicited by Benton County in connection with my application for and/or work with Benton County. I hereby release those persons and entities, and Benton County, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

Adverse History Information

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

RECEIVED
SEP 29 2008
BENTON COUNTY
SHERIFF'S DEPT

COPY

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?

  NO

- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?

  NO

- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?

  NO

Continuing Nature of Adverse History Information

I understand that during all times I am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for discipline up to and including immediate termination of my employment or volunteer status with Benton County.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

Johnny D Alfstead
Signature

9-29-08
Date

A minimum of two day required for processing.
Do Not Write Below This Line

Comments:

Warrants: Yes No
Run III: Yes No Pur/ C
Local History Check: Yes No
Conviction History Past 10 Yrs: Yes No
(see comments)
Building access comments:
Jail
Justice Center
Criminal Justice Departments

COMPLETED BY AND DATE: B. Romine, 10.01.08

CC: Tim French, Security

Exhibit A

Benton County Sheriff Office
Corrections Department
Policy and Procedures

SUBJECT: Prison Rape Elimination Act (P.R.E.A) Policy

NUMBER:

EFFECTIVE DATE:

POLICY: The Benton County Sheriff hereby adopts the findings contained within the Prison Rape Elimination Act of 2003 (PREA), 45 USC 15601 and, pursuant to those finds, and fro the following purposes:

1. Establishing a zero-tolerance standard for the incidence of in-custody rape within the Benton County Jail;
2. Making prevention of in-custody rape a top priority in the Benton County Jail;
3. Increasing the available data and information on the incidence of in-custody rape, consequently improving the management and administration of the Benton County Jail;
4. Standardizing the definitions used for collecting data on the incidence of in-custody rape in Benton County Jail;
5. Reducing the costs in-custody rape imposes on the taxpayers of Benton County; and
6. Protecting the Eight Amendment rights of inmates incarcerated at the Benton County Jail;

Orders that the following policies and procedures shall be followed in the prevention, detection, investigation and punishment of in-custody reap.

Also see General Orders 26.1.1 Code of Conduct section III-UU-Treatment of persons in Custody and 26.1.3 Harassment and Jail policy 2.3-Anti-Harassment and 2.4 Sexual Misconduct which are, by their reference here, incorporated into the following procedures.

DEFINITIONS

"Bureau Captain" unless otherwise specified, means the Captain of the Bureau of Corrections within the Benton County Sheriff's Office.

"Consent" means that at the time of the act of sexual intercourse or sexual contact there are actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact.

"Custodial sexual misconduct" means any of the following:

a. Sexual contact or sexual intercourse between one or more staff member(s), including volunteer and contact staff, and one or more inmate(s) whether or not the inmate(s) consents to the act.

b. Any unwelcome sexual advances or derogatory sexual language toward an inmate by a staff member.

c. Incidents of indecent exposure or invasion of privacy by a staff member toward an inmate when such staff member engages in indecent exposure or invasion of privacy is engaged in with the purpose of causing the sexual arousal of the staff member or another person.

Provided that **"custodial sexual misconduct"** specifically does not include any of the following:

a. Any properly administered searches including pat-down searches, invasive searches, strip searches and body cavity searches.

b. Any photographing of an inmate during the booking process for purposes of documenting an administrative or criminal investigation, or for any other legitimate administrative purpose.

c. Any communication by staff members to inmates of a sexual nature when the purpose of the communication is to document a crime or administrative violation, investigate a crim or administrative violation, comply with the reporting requirements of the PREA, or for any other legitimate administrative purposes.

"Forcible compulsion" means a physical force that overcomes resistance, or a threat, express or implied, that places a person in fear of death or physical injury to herself or himself or another person or in fear that she or he or another person will be kidnapped.

"In-Custody rape" means either sexual misconduct under any of the following circumstances; with forcible compulsion, without consent of when the victim is physically helpless' or custodial sexual misconduct, all as defined herein. For purposes of this policy, attempt to commit in-custody rape, and solicitation to commit in-custody rape shall be treated the same as completed in-custody rape.

"Non-consensual sexual act" means any incident of sexual misconduct where forcible compulsion is utilized, where there is a lack of consent by any participant, or where a participant is physically helpless.

"Physically helpless" means a person who is unconscious or for any other reason is physically unable to communicate unwillingness to an act.

"Sexual contact" means any touching of the sexual or other intimate parts of a person by another person done for the purpose of gratifying the sexual desires of either party or a third party.

"Sexual intercourse" means any of the following:

a. Penetration, however slight, of a person's vagina by another person's penis, other body part, or foreign object
b. Penetration, however slight, of a person's anus by another person's penis, other body part, or foreign object
c. Sexual contact between persons involving the sex organs of one person and the mouth or anus of another, whether such persons are of the same or opposite sex.
d.

Provided that, sexual intercourse does not include penetration of the vagina or anus of a person by any object or body part when such penetration is accomplished for medically recognized treatment or diagnosis purposes, pursuant to a valid search warrant, or pursuant to a properly administered body cavity search.

"Sexual misconduct" means any sexual contact or sexual intercourse that an inmate engages in or attempts to engage in, whether or not such contact or intercourse was with consent.

"Staff member" includes all sworn correctional officers and Sheriff's deputies, other full-time or part-time staff employed by the Sheriff's Office, any duly authorized and appointed volunteers, and any persons contracted by the Sheriff's Office or Benton County to perform duties within the jail or associated with the functions of the jail. "Staff member" does not include sworn peace officers or correctional officers of another agency, including the Department of Corrections.

POLICIES:

It shall be the policy of the Benton County Sheriff's Office that any incident of in-custody rape which is brought to the attention of any staff member in any way, whether through direct report by an inmate, report by outside parties or observations by a staff member shall be documented and reported as specified below, investigated, administratively sanctioned if necessary, and referred for additional criminal charges if appropriate.

It shall be the policy of the Benton County Jail that all staff members will be properly trained through initial training and regular refresher training on proper procedures to deter or detect, and investigate in-custody rape.

PROCEDURE:

1. Responsibilities

A. The Captain of the Bureau of Corrections or his/her designee is responsible for oversight of all Prison Rape Elimination Act (PREA)- related activities including training, implementation of procedures, statistics management and audits.

B. A Bureau Lieutenant will be assigned to:

i. Coordinate and develop procedures to identify, monitor, and track in-custody rape in the Benton County Jail;
ii. Maintain statistics;
iii. Conduct audits to ensure compliance with the provisions on this policy and the mandates of the Prison Rape Elimination Act of 2003, rules promulgated pursuant to the PREA, and any recommendations of the Prison Rape Elimination Commission.

C. All Lieutenants and other Supervisors within the Bureau of Corrections will serve as PREA liaisons to:

i. Coordinate facility/office activities.
ii. Ensure compliance with training requirements.
iii. Coordinate needed activities with the Bureau Captain.

D. Supervisors within all bureaus in the Benton County Sheriff's Office shall cooperate with Sheriff's Deputies, jail staff, detectives and administrative staff as needed for completion of thorough investigations into any and all allegations of in-custody rape. This includes, but is not limited to the following:

i Allowing such reasonable use of resources (including overtime, equipment and personnel) during such investigation as would be available to investigators during an investigation of a sex crime conducted outside the jail in the ordinary course of operations by the Sheriff's Office in the community;
ii Allowing such an investigation to receive the type of priority attention that an investigation of a sex crime outside of the jail would receive

2. Inmate Orientation and Education.

A. All inmates will receive information relating to in-custody rape during the intake and orientation processes. The information will be communicated orally and in writing, in a manner that is clearly understood by inmates. Information provided will include, but will not be limited to:

i. Prison Rape Elimination Act Procedures.
ii. Sheriffs Office zero-tolerance policy.
iii. Self-protection
iv. Prevention and intervention.
v. Reporting procedures
vi. Treatment and counseling
vii. Protection against retaliation
viii. Disciplinary actions for making false statements.
ix Specific information about how to utilize the Inmate Tips Hotline

3. Screening.

A. Inmates in the pre-classification pod will be administered an assessment instrument to evaluate their potential risk for either being the perpetrator or victim if in-custody rape. This assessment will utilize risk factors as identified by the Prison Rape Elimination Commission as well as other peer-accepted studies on this topic. These assessments will be administered regardless of the time, the inmate has to serve and may indicate the need for additional, more in-depth mental health assessments.

B. Assessment results will be utilized in making appropriate classification and housing assignments.

C. Facility/housing assignments will follow a screening review in an effort to provide information to help avoid having known sexual predators assigned to cells with known sexual assault victims.

i. Information regarding known victim and/or predatory incidents will be recorded in the inmate's classification file. This information will be considered medical records of the particular inmate it pertains to, will be kept strictly confidential and will not be disclosed to the public or to individual inmates (even to the inmate who is the source of the information) except pursuant to a valid order from a court of competent jurisdiction.

4. Reporting procedures

A. Inmates, their families, and/or their associates may report any allegation of in-custody rape in writing or verbally to any Officer, contract staff or volunteer, any law enforcement agency or by calling the Benton County Sheriffs Office at 509-735-6555

B. Inmate Tips hotline

i. Inmates having information regarding sexual assaults or custodial sexual misconduct are encouraged to call the Inmate tips hotline at 509-555-1234 and report the incident.

ii. To minimize possible exposure of sexually explicit details to support staff and to reduce the possibility of losing evidentiary information, a live operator will not answer calls. Instead, a voice messaging system will be utilized to record incoming messages or tips. Messages will be reviewed during normal work hours. Messages are potential evidence in civil and criminal proceedings, must be archived, and cannot be destroyed except pursuant to document retention policies and, if the subject of criminal proceedings, with the consent of the Prosecuting Attorney's Office.

iii. The hotline will only receive and record incoming calls and anonymous calls will be reviewed and will be given the same priority as a report that has all of the required information.

iv. An inmate may face disciplinary action and possible criminal charges for making false reports.

C. Information about the methods of reporting in-custody rape outlined in this section, including the Inmate Tips hotline, will be made available to inmates during intake and orientation, and posters with this information will also be posted conspicuously at all times in each pod. In addition to the contact information, inmates will also be informed that protective custody or segregation is available for the protection of victims, and victims will not be compelled to testify and their identities will not be disclosed to their attackers if they decide not to pursue criminal charges.

5. Staff reporting procedure/initial notification.

A. Officers, contract staff and volunteers shall be considered mandatory reporters of in-custody rape and whenever they receive any information, regardless of its source concerning in-custody rape, or whenever they observe an incident of in-custody rape or facts and

circumstances which, based on their training, suggest the possibility of an incident of in-custody rape, they are required to immediately (at least during the same working shift) report the information or incident directly to their immediate supervisor or to others in the chain of command as provided in this section. Contract staff are also considered mandatory reporters and must ensure that their report reaches a supervisor or Lieutenant employed by the Sheriff's Office. All contracts, dated on or after February 20, 2007, to provide any services to jail inmates, and all contracts, dated on or after February 20, 2007, under which persons not directly employed the Sheriff's Office will have the occasion to be in the jail or have contact with persons who are or who have been inmates at the Benton County Jail must have a mandatory reporting clause contained within them. Such mandatory reporting clause shall substantially mirror the provisions of this section, and shall also require that any reports by the contractor's employees or agents immediately be conveyed to a Lieutenant within the Corrections Bureau or to the Captain of the Corrections Bureau. Such mandatory reporting clause shall also state that the contractor will be in violation of the subject contract for failing to comply with the mandatory reporting clause.

B. As soon as any allegation of in-custody rape comes to the attention of an employee, the employee who receives the information shall immediately report the incident to his/her supervisor who will in turn inform the Lieutenant. For purposes of this paragraph, "report" means to provide a verbal or written report directly to the responsible person; specifically, leaving a voice mail message is not sufficient. Reports are to be made as soon as possible and under no circumstances is an employee to leave his or her work shift without reporting the incident. The following are exceptions to the chain of command for reporting purposes:.

i. If the allegation is against a supervisor, the report will be made to a Lieutenant directly.
ii. If the allegation is against a Lieutenant, the report will be made directly to the Bureau Captain.
iii Since time is of the essence, if the employee's immediately supervisor is unavailable for the remainder of the employee's work shift during which the incident of in-custody rape came to the employee's attention, then the employee shall report the incident to any available command staff on duty at the time.

No employee will be administratively sanctioned, reprimanded or otherwise punished for reporting allegations of in-custody rape, even when a fellow employee or a supervisor is the subject of such allegation. No employee will be regarded as being insubordinate for by-passing usual chain of command under exceptions "i" and "ii" above.

C. Failure to report an allegation or knowingly or willfully coercing or threatening any other person in order to induce them to:

i. Refrain from reporting an incident of in-custody rape;
ii. Submit inaccurate, incomplete or untruthful information about an allegation of in-custody rape;
iii. Alter the findings of a report or investigation about an allegation of in-custody rape will result in disciplinary action, up to and including dismissal, even on a first offense.

D. The Lieutenant will notify the Bureau Captain of all allegations or reports of in-custody rape. The Captain and the Undersheriff will determine who will be responsible for conducting the investigation.

E. An incident report will be completed per General Orders 11.4.1 Administrative Reporting. All allegations of in-custody rape shall be reported in writing to the County Risk Manager in a form approved by the Risk Manager.

6. Security Procedures.

A. Appropriate security procedures, designed and intended to prevent and detect in-custody rape, and to provide for the safety of victims and viability of any potential criminal investigation and or criminal case, will be followed at all times at the jail. These procedures will include, at a minimum, the following.

i. Mental health and medical assistance will be made available to the alleged victim as soon as possible.

ii. Suspect and alleged victim will be separated at least in different pods immediately.
iii. Witnesses will be isolated and/or protected to the extent possible so that they cannot communicate with each other to compare stories, and so that they cannot be coerced by the suspect and/or alleged victim into modifying or restricting their statements.
iv. If identified, the incident scene will be secured to the extent reasonably possible by taking protective measures to enclose the area so items cannot be removed or introduced and physical or forensic evidence is not disturbed. The incident scene will only be accesses by assigned investigators and such other persons as authorized for official purposes by the Bureau Captain.

B. Alleged victims will be transported to a local medical facility for the collection of evidence and necessary medical care as pursuant to policies on the transporting of inmates for medical care, and with all due regard for the potential quick dissipation of forensic evidence.

C. After initial medical assessment and the collection of evidence is completed, the alleged victim will be placed into protective custody pending the investigation and classification review.

D. As soon as sufficient evidence is gathered to form probable cause in the mind of the primary investigator that an in-custody rape did occur and that a particular person committed the in-custody rape, (same standard which would permit a criminal deputy or detective to lawfully arrest) he or she shall inform the Bureau Captain and:

i. If the suspect is an inmate at the jail, he or she shall be detained in administrative segregation pending completion of the criminal investigation;
ii if the suspect is an employee of the Sheriff's Office, to the extent permitted by policies and union agreements, the employee will be placed on paid administrative leave pending completion of the criminal investigation. If, for some reason, it is not possible to place the employee on administrative leave pending completion of the investigation, then the employee shall be reassigned to a position within the Sheriff's

Office where they will not have any contact with inmates at the jail, pending completion of the criminal investigation;
iii if the suspect is a contractor or an employee or agent of a contractor, then the suspect will be immediately barred from entry to the jail and the contractor will be immediately notified of the fact that an investigation is pending, that the suspect is barred from entering the jail, and that the suspect should not play a part in performing any services for the inmate population at the jail pending completion of the criminal investigation.

E. The preliminary results of the criminal investigation referred to in paragraph "D" of this section may be used to initiate and/or prove administrative sanctions against the suspect to remove the suspect from programs.

F. If the suspect is scheduled for early release pursuant to accumulation of good time and/or earned time, then upon action taken pursuant to paragraph "D" of this section, such good time and/or earned time credit may be suspended pending the result of the investigation. Such suspension or subsequent revocation action shall be taken pursuant to the administrative process required for all other types of infractions.

7. Investigative Protocols of Sexual Assaults.

A. The Bureau Captain or assigned Detective will initiate the response, criminal investigation, and containment of the crime scene.

B. The assigned Detective will ensure that all investigative protocol criteria applicable in general to crimes investigated by the Benton County Sheriff's Office, and in particular, any protocols and criteria applicable to the investigation of sexual offenses, are met.

C. Detectives assigned to investigate are required to submit an investigation report to the Undersheriff with a copy to the Bureau Captain.

D. At the completion of the investigation, copies of the criminal investigation report shall be forwarded to the Prosecuting Attorney and to the Risk Manager. This is to be done regardless of whether the case in founded or not, and whether it is a viable criminal case or not.

8. Documentation

A. All staff involved who work in the area where an incident occurred are required to submit written reports with all pertinent information before the end of their shift. This includes staff that secured the incident scene, transported suspect or victim, or talked to possible witnesses.

B. At the completion of an investigation, the Bureau Captain may notify the appropriate Lieutenants and Supervisors of the out come of the investigation.

9. Treatment for Victims.

A. Victim services for inmates in total or partial confinement include crisis intervention and trauma-specific treatment that will be offered to the victim and performed by a mental health and/or health care professional.

B. Victim services will be made available to victims as follows:

i. All inmates who are the victim of an in-custody rape who are housed in theBenton County Jail shall be provided services outlined above by the Benton County Sheriff's Office.
ii. All inmates who are the victim of an in-custody rape who are housed in the Benton County Jail where the allegations are against an employee of the Sheriff's Office, contract staff or volunteer will be referred to local law enforcement for services outlined above.

12. Staff Training.

A. All department staff, contract staff and volunteers will receive documented PREA training during New Employee Orientation, and/or Volunteer Orientation and thereafter annually.

B. Training will include, but is not limited to:

i. Review of this policy, the Prison Rape Elimination Act of 2003, rules promulgated under the authority of the PREA, any recommendations and proposed standards issued by the Prison Rape Elimination Commission, and any other applicable state or federal laws or rules.
ii. Prevention, investigation, and prosecution of sexual assault/rape and/or sexual misconduct.
iii. The "zero tolerance" policy of the Benton County Sheriff's Office.
iv. Recognition of Possible signs of:
a) Sexual assault/rape and/or sexual misconduct
b) Predatory offenders,
c) Potential victims, and/or
d) Staff involvement.

v. Confidentiality

vi. Reporting

C. Training will be documented in writing, placed into personal files and in such other training and/or recordkeeping systems used by the Sheriffs Office.

D. Specialized training will be provided for staff that will respond to, or be involved in the investigation of, incidents of sexual assault/rape or sexual misconduct. Training may include, but is not limited to:

a) Crime scene management/investigation

b) Sensitivity
c) Crisis intervention.

13. Data Collection/Tracking

A. The PREA instructors and Training Coordinator are responsible for compiling records and reporting statistical data in the form required by Federal Bureau of Justice pursuant to the Prison Rape Elimination Act of 2003.

B. The Administrative Lieutenant will complete the Sexual Assault/Misconduct Initial report to initiate an investigation.

C. Records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings and recommendations for and/or counseling are retained per the records retention schedule.

I certify that I have read, understood, and agree to abide by the provisions above.

_____ 10-29-08
Date

_____
Witness: _____

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RESOLUTION

0 410

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY REGARDING A WORK ENVIRONMENT WHI PROVIDES FOR THE FAIR AND EQUITABLE TREATMENT OF ALL EMPLOYI INCLUDING FREEDOM FROM SEXUAL HARASSMENT AND ILLEGAL FORMS HARASSMENT, RESCINDING RESOLUTION 92-196

WHEREAS, the Board of Benton County Commissioners and Benton County as an emplo desire to provide for all its employees a work environment which is free from se harassment and illegal harassment; and

WHEREAS, the Board of Benton County Commissioners recognizes that fair and equit treatment of all Benton County employees constitutes a safe, healthy, and productive worl environment; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, that the Benton Cou Sexual Harassment and Anti-Harassment Policies and Procedures, attached hereto incorporated herein by reference as Exhibit A,is hereby adopted; and

BE IT FURTHER RESOLVED that the terms and conditions of the amended Sexual Harassn and Anti-Harassment Policies and Procedures shall apply to all employees of Benton Cou rescinding and replacing Resolution 92-196.

Dated this 14th day of Aug, 19 2000

Max E. Benitz
Chairman of th

Leo M Bowman

Claude Oliver - absent

Constituting the Board of
Commissioners of Benton
Washington. THORN

Attest: Jeri Lynn Cabbage
Clerk of the Board

PERFECT PRINTING, PROSSER

all depts; policy book; PA (S. Thornton); M. Wenner

SEXUAL HARASSMENT AND ANTI-HARASSMENT POLICIES AND PROCEDURES FOR BENTON COUNTY

I. ANTI-HARASSMENT POLICY

It is the policy of Benton County to provide equal employment and advancement opportunity, and to provide a working environment that is free from unlawful discrimination or harassment, including sexual harassment. In keeping with this policy, Benton County will not tolerate unlawful discrimination or harassment based on an individual's sex, race, ethnicity, age, marital status, religion, national origin, citizenship, veteran's status, disability, or other legally protected characteristic. Individuals who experience or observe unlawful harassment or discrimination are encouraged to report their concerns without fear of reprisal through the reporting procedures contained in this policy.

II. SEXUAL HARASSMENT PROHIBITED

Sexual harassment is a form of unlawful harassment and is strictly prohibited. Employees of Benton County have the right to work in an environment free from sexual harassment by co-workers, supervisors, managers, directors, elected officials, vendors, clients, or members of the public. Such conduct found to be committed by an employee of Benton County will result in disciplinary action, up to and including termination.

A. DEFINITIONS AND EXAMPLES

Sexual harassment is any unwelcome and/or repeated verbal or physical advances, requests for sexual favors, sexually explicit derogatory statements or other verbal or physical conduct of a sexual nature that:

(1) has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment, or;

(2) is used by a supervisor as the basis for employment decisions affecting an employee, or which is explicitly or implicitly made a term or condition of an individual's employment.

Sexual harassment may take a variety of forms, including, but not limited to: unwelcome sexual advances, requests for sexual favors (whether or not accompanied by promises or threats relating to the employment relationship); verbal, non-verbal, or physical conduct of a sexual nature that may threaten or insinuate either explicitly or implicitly that any employee's submission to or rejection of the advances will in any way influence any employment decision, evaluation, wages, advancement, assignment of duties, or any other condition of employment; any conduct such as graphic commentaries about an employee's body, sexually demeaning

ORIGINAL

EXHIBIT "A"

objects or pictures, sexually degrading words, unwelcome or offensive sexual flirtations, advances, or propositions or other conduct which creates an offensive, hostile working environment.

III. COMPLAINT PROCEDURE

Any employee who has a complaint of sexual harassment or illegal harassment by anyone at work, including a supervisor, co-worker, or visitor, should do the following:

(1) If possible, identify the offensive or unwelcome behavior to the harasser and request that the behavior stop.

(2) If it is not practical to confront the harasser directly, or if you have done so and the harassment is continuing, employees are urged to report the harassment to a supervisor, director, or elected official in their department. In addition, employees may report harassment to the Personnel Director in the Personnel Resources Department (ext. 2777) or the Risk Manager (ext. 3064).

(3) Complaints may be made either verbally or in writing. If necessary, complaints may be made anonymously, and will be investigated if sufficient information for an investigation is provided. Complaints should be made within five (5) working days of the occurrence, or as soon as reasonably possible.

(4) Employees may also file a complaint and pursue external remedies with the Washington Human Rights Commission or the Equal Employment Opportunity Commission. Employees should contact those agencies for information about timelines for filing a complaint.

IV. COMPLAINT PROCESS FREEDOM

Employees shall be free from restraint, interference, coercion, discrimination or reprisal in seeking resolution to their complaint. Further, employees acting as witnesses to a complaint are also protected from such actions. Retaliation against employees for reporting sexual harassment or assisting in an investigation of a complaint is against the law and is strictly prohibited.

V. INVESTIGATION OF COMPLAINT

Supervisors and managers who receive a complaint of sexual harassment will immediately report the complaint to his or her elected official or department director. If the Personnel Resources Department or Risk Manager receive a complaint of sexual harassment from an employee, they will immediately report the complaint to the appropriate elected official(s) or department director(s). The elected official or department director will coordinate an appropriate investigation with the Personnel Resources Department and the Risk Manager.

The Prosecuting Attorney's office shall be notified of all complaints and investigations. These conditions shall also apply to all complaints of illegal harassment.

If the complaint of sexual harassment is against an employee from a different department, the elected official or department director supervising the complaining employee will coordinate the investigation with the elected official or department director supervising the alleged harasser.

It is the policy of Benton County to provide prompt, thorough, and impartial investigations of sexual harassment complaints and all complaints of illegal harassment. Therefore, the following shall apply to investigations:

(1) If the complaint is against a County Commissioner or the Director of Administrative Services, the Personnel Resources Department will not participate in the investigation and outside counsel may be substituted.

(2) If the complaint is against the Prosecuting Attorney, the Risk Manager will not participate in the investigation and outside legal counsel may be substituted.

(3) If the complaint is against an elected official or department director, the Prosecuting Attorney will coordinate the investigation, findings, and recommendation (if any).

(4) Investigations will be conducted as soon as practicably possible after the report of harassment is made. The elected official or department director coordinating the investigation will make every effort to notify the complainant of the progress of an investigation.

(5) The elected official or department director coordinating an investigation (or Prosecuting Attorney, if applicable) will determine who will conduct the investigation to provide the most impartial process. The process may be determined by the nature of the complaint, the seriousness of the allegations, the working proximity of the complainant to the alleged harasser, and/or other factors. The Personnel Department and Risk Manager are available to provide assistance with investigations if necessary. It is recommended that the elected official or department director consult with these individuals and the Prosecuting Attorney's office to determine the method of investigation. At a minimum, an investigation should include information from the complainant, alleged harasser, and any available witnesses identified by those individuals. The person coordinating the investigation should make every effort to ensure the investigation is conducted in an objective manner.

(6) The extent of the investigation necessary will be determined by the elected official or department director coordinating the investigation, based on the nature of the complaint, facts contained in the complaint, and other factors. For example, a complaint regarding a one-time occurrence with no witnesses that is corroborated by the complainant and accused harasser would require no further investigation. However, a complaint involving several occurrences of harassment or a more general complaint may require more extensive investigation.

(7) In all cases, the findings of the investigation and recommendation (if any) will be made available to the person complaining about the harassment and the person accused of harassment.

VI. DISCIPLINARY ACTION

Any employee found to have engaged in sexual harassment in violation of this policy, or any form of unlawful harassment in violation of this policy, shall be subject to disciplinary action, up to and including termination of employment. Determination of whether disciplinary action should be taken is at the discretion of the elected official or department director supervising the employee found to have committed the violation. Said action may also be subject to any applicable collective bargaining agreement.

Any employee proven to have filed a complaint based on intentionally false allegations may be subject to disciplinary action, up to and including termination.

Any employee who restrains, interferes with, coerces, discriminates against, or engages in reprisals against any employee filing or seeking resolution of any harassment complaint, or any witness in an investigation, shall be subject to disciplinary action, up to and including termination of employment.

Any disciplinary action taken as a result of this policy will be documented and placed in the employee's personnel file.

VII. CONFIDENTIALITY

The complaint of sexual harassment or illegal harassment, the investigation, findings, reports, and recommendations shall be confidential. However, in some instances the details of the complaint or the identity of the complaining party must be disclosed for effective investigation or to adequately address the complaint. In some instances disclosure of information may be required by law. In those cases, the complaining party will be notified before disclosure is made, and the Employer will take all reasonable steps to assure that the complaining party does not suffer any reprisals or retaliation.

Approved and accepted by the undersigned Benton County Elected Officials:

Max E. Benitz

MAX E. BENITZ, JR. 8/14/00
Chairman, Board of Commissioners

Andy Miller

ANDY MILLER
Prosecuting Attorney

LEO M. BOWMAN 8/14/00
Chairman Pro Tem

absent
CLAUDE OLIVER
Commissioner

LARRY TAYLOR
Sheriff

BARBARA WAGNER
Assessor

HON. PHILIP RAEKES
Superior Court Judge

E. KAY STAPLES
Clerk

BOBBIE GAGNER
Auditor

DARWIN PARKER
Treasurer

FLOYD JOHNSON
Coroner

HON. EUGENE PRATT
District Court Judge

Approved as to form:

Deputy Prosecuting Attorney

00

AGENDA ITEM: Consent **MEETING DATE:** 11/24/08 **SUBJECT:** Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for interpreter expenditures **Prepared By:** Pat Austin **Reviewed By:**	**TYPE OF ACTION NEEDED** Executive Contract XX Pass Resolution XX Pass Ordinance Pass Motion Other	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

The Superior Court joined all courts within Benton & Franklin Counties in a grant application to reimburse individual courts for costs related to court interpreters. The regional application was successful in its application and the Superior Court is requesting Franklin County to authorize entering into an Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs consistent with the attached agreement.

This is the contract for the second year of a two year grant. Do to the leval of our participation and need exhibited our funding has been increased.

SUMMARY

RECOMMENDATION

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #IAA09436 between the State of Washington Administrative Office of the Courts and Benton County, Benton County Superior Court.

FISCAL IMPACT

The State of Washington Administrative Office of the Courts will provide reimbursement to the Benton County Superior Court up to the amount of $27,726.00 for the term of July 1, 2008 through June 30, 2009.

MOTION

I move to sign Benton County resolution no. _____ and sign Interagency Agreement #IAA09436 with the State of Washington Administrative Office of the Courts for the period of July 1, 2008 through June 30, 2009.

BENTON COUNTY RESOLUTION NO. _____

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

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

WHEREAS, Patricia Austin, Superior Court Administrator, believes it is in the best interest of the Superior Court that the Agreement between State of Washington Administrative Office of the Courts and Benton County Superior Court be approved as presented for a term commencing July 1, 2008 and terminating on June 30, 2009, **NOW, THEREFORE**

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

DATED this _____ day of _____, 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Claude Oliver, Chairman of the Board

_____
Max Benitz, Member

ATTEST:

_____
Leo Bowman, Member

_____
Clerk of the Board

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

Originals (2): 1-BC Commissioners, 1-Superior Court

INTERAGENCY AGREEMENT IAA09436
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
BENTON COUNTY
BENTON COUNTY SUPERIOR COURT
7122 W Okanogan Pl
Kennewick, WA 99336-2359

THIS CONTRACT is entered into by and between the Administrative Office of the Courts ("AOC") and **BENTON COUNTY, BENTON COUNTY SUPERIOR COURT** ("Contractor").

1. PURPOSE

The purpose of this contract is to engage the services of the Contractor to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.42 and 2.43.

a. These funds are intended to address the Contractor's following needs:

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

2. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Contractor will ensure that the interpreter funding is targeted to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons by reimbursing Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding: Funding Conditions / Payment Structure, and Travel and Mileage Reimbursement requirements as set forth at:

https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds

b. The Contractor agrees to actively participate in the new vision and structure for state funding of interpreter services; and to track and provide the interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Contractor agrees to submit electronically with each request for reimbursement completed Interpreter Services Funding Data reflecting the interpreter services and costs for which the Contractor seeks reimbursement. The Interpreter Services Funding Data must be submitted in accordance with the instructions found at:

https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts .

c. The Contractor agrees to partner closely with the AOC Interpreter Program and the Interpreter Commission to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters), with a view to improving interpreter services and the service infrastructure statewide.

3. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2008 through August 31, 2009.

4. COMPENSATION

a. Contractor shall be reimbursed a maximum of $27,726 (twenty-seven thousand seven hundred twenty-six and 00/100 dollars) for costs incurred during the period of July 1, 2008 – June 30, 2009. No reimbursement shall be made under this contract for interpreting occurring subsequent to June 30, 2009.

b. Contractor shall receive payment for its costs for interpreter services as set forth in Section 2.a.

c. Contractor shall not be reimbursed until paper A-19 invoices and corresponding electronic Interpreter Services Funding Data (Data) are received and approved by AOC, pursuant to the following schedule:

1) Paper A-19 invoices and Data reflecting interpreted assignments occurring between July 1, 2008 and December 31, 2008, must be received by the AOC no later than February 13, 2009.

2) Paper A-19 invoices and Data reflecting interpreted assignments occurring between January 1, 2009 and March 30, 2009, must be received by the AOC no later than May 15, 2009.

3) Paper A-19 invoices and Data reflecting interpreted assignments occurring between April 1, 2009 and June 30, 2009, must be received by the AOC no later than August 14, 2009.

d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

e. The Contractor shall submit its paper A-19 invoices to:

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

no more frequently than monthly.

The Interpreter Services Funding Data shall be submitted electronically to AOC Court Services as described in paragraph 2.b.

f. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed Interpreter Services Funding Data

g. Contractor shall maintain sufficient backup documentation of expenses under this agreement.

h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through these revenue sharing provisions.

5. ADDITIONAL INTERPRETER DATA

In addition to collecting and submitting to AOC the required interpreter data in order to support its requests for reimbursement as set forth in Section 2.b of this Agreement, the Contractor agrees to document for AOC the amount Contractor spent on interpreter services for calendar years 2005 through 2008, and for the first half of calendar year 2009 (through June 30, 2009).

6. LANGUAGE ASSISTANCE PLAN(S)

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

7. TREATMENT OF ASSETS AND PROPERTY

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

8. RIGHTS IN DATA

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound

reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract include material not included within the definition of "works for hire," the Contractor hereby assigns such rights to the AOC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall advise the AOC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

9. INDEPENDENT CAPACITY

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

10. AGREEMENT ALTERATIONS AND AMENDMENTS

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

11. RECORDS, DOCUMENTS, AND REPORTS

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

12. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the

federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

13. DISPUTES

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

14. TERMINATION

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

15. GOVERNANCE

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

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

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

16. ASSIGNMENT

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

17. WAIVER

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

18. SEVERABILITY

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

19. ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

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

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

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS

Dirk Marler, Director
Judicial Services Division

Date

CONTRACTOR

Signature

Printed Name

Title

Date

PP

WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.260

Modification Number: 1 Date: 10/1/2008

Contractor: Employment Security Department a State of Washington Agency

THE CONTRACT WITH THE CONTRACTOR FOR DISLOCATED WORKERS EXECUTED IN JUNE 2008 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **$53,630 of WIA Title 1-B Dislocated Worker carryover funds is added to the total contract amount. This reflects a new total contract amount of $563,734. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants, increase program supplies and staff training.**

2. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**

3. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE OCTOBER 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

Signature/Executive Director Date

FOR THE CONTRACTOR

Signature Date

Title

Received & Reviewed:

CHAIRMAN, Benton Co. Commissioners Date

CHAIRMAN, Franklin Co. Commissioner Date

Approved as to form:

Benton Co. Deputy Prosecuting Attorney Date

Franklin Co. Deputy Prosecuting Attorney Date

Exhibit B
STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR DISLOCATED WORKERS

The One-Stop system is the basic delivery system for dislocated worker services. Through this system, dislocated workers can access a continuum of services organized into three levels: core, intensive, and training.

WIA-funded core services may include an initial assessment providing information about the individual's skill levels, aptitudes, interests, and support service needs; job search and placement assistance. To be eligible to receive core services as a dislocated worker, an individual must meet the definition of "dislocated worker" at WIA section 101(9) and established local policies and procedures.

WIA-funded intensive services may include out-of-area job search activities; literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan. To be eligible to receive intensive services as an employed or unemployed dislocated worker, the individual must have received a core service and be determined by the Contractor to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

The majority of WIA dislocated worker funding will be for development and delivery of integrated services through WorkSource Columbia Basin. This will include individuals in non-traditional training, displaced homemakers, and persons with multiple barriers. Services to Dislocated and Incumbent workers will be coordinated with Worker Retraining services and the Job Skills Program to ensure funds are coordinated in a manner that maximizes the number of workers receiving opportunities for training and skills upgrade. The focus will be for workers to obtain employment as soon as possible after a lay-off occurs or to retain employment by upgrading skills. Skills upgrades and retraining will be evaluated against current labor market forecasts and demand.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered basic skills training and related services, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non -WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the-job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. Client Activities

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consulting regarding education and training opportunities
- Coordinating services
- Developing and maintaining records

- Coordinating with Marketing and Business Services for placement, wage progression, and retention services; referral services for work-ready job seekers; development of employment contracts (OJTs & Customized Employment); and assessment of job seeker inventories
- Maintaining and enhancing (staff) professional competencies

B. Follow-up & Retention Services

The Contractor will provide appropriate follow-up services throughout the term of this Agreement to participants who are placed in unsubsidized employment. Contractor retention staff and/or employment advisors will coordinate with Business Services for job retention and wage progression, and act as a point of contact for employers for job retention issues.

C. Training Services

The Contractor will assist eligible enrolled customers, identified as being in need of training services, establish Individual Training Accounts (ITA's) and access lists of eligible providers and programs of training. WIA Title I-B training funds can only be used as the source of last resort after all other grant assistance that may be available for training has been exhausted. Prior to any training service funded by WIA Title I-B, the client services file must document the need and include an Individual Employment Strategy Plan (IESP).

D. Apprenticeship Opportunities

The Contractor will work in cooperation with local labor organizations in coordination with the Business and Marketing Services at WorkSource Columbia Basin to refer and encourage program enrollees to explore "pre-apprenticeship" programs, in particular women and minorities who are interested in non-traditional occupations. Several trades' apprenticeship programs have pre-requisites to entering the program, which include educational skills criteria. Staff will ensure enrollees are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can qualify for application and consideration for apprenticeship training. These activities will be identified in the individual plan for training and employment.

E. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin (WSCB) will work within established policies and procedures of the One Stop Center to ensure quality services to job seeker and business customers.

F. Integrated Functional WorkSource Services

The Contractor will deliver services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Council's Strategic Plan. The new "One Step Ahead" service delivery system is a skill-based system where the workforce is considered a talent force. It is demand drive and skill focused with integrated and responsive services with employer involvement.

The Contractor is responsible for performing the following functions for program participants:

1. Assessments and Workshops
   - Facilitate assessments of customers to further refine their career pathway
   - Facilitate workshops such as the Job Hunter Series to increase employability skills.

2. Job Readiness
   - Document WIA dislocated worker eligibility.
   - Provide WIA employment services to dislocated workers and maintain client files
   - Provide additional support for targeted clients to increase employability

3. Job Connection
   - Refer job seekers based on policy.
   - Identify skill clusters
   - Provide WIA dislocated worker retention and follow up services

G. Minimum Spending Levels

The Contractor shall expend a minimum of **85%** of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

H. Quality Assurance

The Contractor shall assure continuous improvement of organizational quality and service excellence through an outcomes measurement and management system. The selected system will define and prioritize quality and outcome expectations of customers and partners; collect data on service delivery; and, communicate information regularly with internal and external customers, partners, and the WDC.

I. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on case management and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

J. WIA Performance Measurements:

The Contractor is responsible for meeting, and encouraged to exceed, the following Benton-Franklin Workforce Development Council's negotiated State and Federal Dislocated Worker performance measures for Year 2008/2009:

Federal Dislocated Worker Measures:	
Entered Employment Rate	86.8%
Employment Retention Rate	90.4%
Earnings	$16,837
Employment & Certificate Rate	71.6%
Employer Satisfaction	69.5%
Participant Satisfaction	78.0%
State Dislocated Worker Measures:	
Credential	69.3%
Employment	84.0%
Earnings	$30,079
Participant Satisfaction	91%

K. Enrollments and Exits

The Contractor is required to meet the following enrollment and exit totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide monthly performance reporting, which identifies progress toward attainment of performance measures as they relate to negotiated enrollments and exits.

Enrollments	**2008 September**	**2008 December**	**2009 March**	**2009 June**
Carry-ins	59	59	59	59
New Enrollments	11	54	80	130
Cumulative Total	70	113	139	189
Exits				
Carry-ins	18	30	45	56
New Enrollments	8	28	47	79
Cumulative Total	26	58	92	135

EXHIBIT C - BUDGET

CONTRACTOR: Employment Security
PROGRAM TITLE: WIA Dislocated Worker
PROGRAM YEAR: PY08/09
EFFECTIVE DATE: **10/1/2008**

Budget Line Item	Total
Salaries & Benefits	$ 298,799
Other Direct Costs	$ 15,354
Direct Participant Costs	$ 227,005
Indirect Costs	$ 22,576
Total	$ 563,734

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WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.258

Modification Number: 1 Date: 10/1/2008

Contractor: Columbia Industries a Washington Non-Profit Corporation

THE CONTRACT WITH THE CONTRACTOR FOR ADULT WORKERS EXECUTED IN JUNE 2008 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **$40,348 of WIA Title 1-B Adult carryover funds is added to the total contract amount. This reflects a new total contract amount of $473,100. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants, increase program supplies and staff training.**

2. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**

3. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE OCTOBER 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

Signature/Executive Director Date

FOR THE CONTRACTOR

Signature Date

Title

Received & Reviewed:

CHAIRMAN, Benton Co. Commissioners Date

CHAIRMAN, Franklin Co. Commissioner Date

Approved as to form:

Benton Co. Deputy Prosecuting Attorney Date

Franklin Co. Deputy Prosecuting Attorney Date

Exhibit B
STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR ADULTS

The One-Stop system is the basic delivery system for adult services. Through this system, adults can access a continuum of services organized into three levels: core, intensive, and training.

WIA-funded core services will include an initial assessment providing information about the individual's skill levels, aptitudes, interests, and supportive service needs; job search and placement assistance. To be eligible to receive core services as an adult, an individual must be 18 years of age or older.

WIA-funded intensive services may include out-of-area job search activities; literacy activities related to basic workforce readiness, internships, etc. based on an assessment or individual employment plan. To be eligible to receive intensive services as an employed or unemployed adult, the individual must have received a core service and determined by the Contractor to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

WIA funds for intensive and training services will be directed to individuals who are harder-to-serve and have no other resources available to them. This will include individuals in non-traditional training and persons with multiple barriers. First priority shall be given to recipients of public assistance and other low-income individuals. Veterans or other covered person who are recipients of public assistance and low-income veterans shall be given first priority among this first priority group; second priority shall be given to veterans who are eligible based on eligibility criteria; and, third priority shall be given to individuals who are eligible with income under 175% of the established poverty level.

All individuals enrolled in WIA activities in Benton and Franklin Counties will be offered basic skills training and related services, including but not limited to the following:

1. Initial and intensive assessment of the capabilities, needs, and vocational potential of the individual (including interests and aptitudes for non-traditional jobs for women)
2. The development of an individual employment strategy plan (IESP) based on assessment
3. Access to a multitude of non -WIA funded training and support service partner agencies/organizations to achieve the goals identified in the IESP
4. Counseling for basic and occupational skill development and support services
5. Pre-employment and work maturity skills training when coupled with basic skills or occupational skills training
6. Training such as basic skills, General Equivalency Diploma attainment, literacy and English as a second language, institutional and on-the-job skill training
7. Job referral and placement into occupations in demand and related to the training provided that leads to job retention and wage progression

A. Client Activities

The Contractor shall deliver client services in a manner that supports the WIA-IB services through the One-Stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of client services. Contractor staff shall perform the following critical work functions and key activities surrounding WIA client services within policies and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Developing and maintaining records
- Coordinating with Marketing and Business Services for placement, wage progression, and retention services; referral services for work-ready job seekers; development of employment contracts (OJTs & Customized Employment); and assessment of job seeker inventories

- Maintaining and enhancing (staff) professional competencies

B. Follow-up & Retention Services

The Contractor will provide appropriate follow-up services throughout the term of this Agreement to participants who are placed in unsubsidized employment. Contractor retention staff and/or employment advisors will coordinate with Business Services for job retention and wage progression, and act as a point of contact for employers for job retention issues.

C. Training Services

The Contractor will assist eligible enrolled customers, identified as being in need of training services, Individual Training Accounts (ITA's), and access lists of eligible providers and programs of training. WIA Title I-B training funds can only be used as the source of last resort after all other grant assistance that may be available for training has been exhausted. Prior to any training service funded by WIA Title I-B, the client services file must document the need and include an Individual Employment Strategy Plan (IESP).

D. Apprenticeship Opportunities

The Contractor will work in cooperation with local labor organizations in coordination with the Business and Marketing Services at WorkSource Columbia Basin (WSCB) to refer and encourage program enrollees to explore "pre-apprenticeship" programs, in particular women and minorities who are interested in non-traditional occupations. Several trades apprenticeship programs have pre-requisites to entering the program, which include educational skills criteria. Staff will ensure enrollees are exposed to basic skills remediation, GED attainment and other means to specific and necessary academic education, so that individuals can qualify for application and consideration for apprenticeship training. These activities will be identified in the individual plan for training and employment.

E. WorkSource Columbia Basin Operations

Contractor staff stationed at WorkSource Columbia Basin will work within established policies and procedures of the One Stop Center to ensure quality services to job seeker and business customers.

F. Integrated Functional WorkSource Services

The Contractor will deliver services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Strategic Plan. The new "One Step Ahead" service delivery system is a skill-based system, where the workforce is considered a talent force. It is demand driven and skill focused with integrated and responsive services with employer involvement.

The Contractor is responsible for performing the following functions for program participants:

1. Assessments and Workshops
   - Facilitate assessments of customers to further refine their career pathway
   - Facilitate workshops such as the Job Hunter Series to increase employment skills

2. Job Readiness
   - Document WIA adult program eligibility
   - Provide WIA employment services to adult clients and maintain client files
   - Provide additional support for targeted clients to increase employability

3. Job Connection
   - Refer job seekers based on policy
   - Identify skill clusters
   - Provide WIA Adult retention and follow up services

G. Minimum Spending Levels

The Contractor shall expend a minimum of **85%** of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

H. Sub-Contract with Washington State Employment Security Department

The Contractor shall sub-contract with Washington State Employment Security for processing payments for Client services.

I. Quality Assurance

The Contractor shall assure continuous improvement of organizational quality and service excellence through an outcomes measurement and management system. The selected system will define and prioritize quality and outcome expectations of customers and partners; collect data on service delivery; and, communicate information regularly with internal and external customers, partners and the WDC.

J. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on client services and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

K. WIA Performance Measurements:

The Contractor is responsible for meeting, and encouraged to exceed, the Benton-Franklin Workforce Development Council's negotiated State and Federal Adult performance measures for Program Year 2008/2009 that is set forth below.

Federal Adult Measures:	
Entered Employment Rate	84.2%
Employment Retention Rate	85.6%
Average Earnings	$11,650
Adult Employment & Credential Rate	71.1%
Employer Satisfaction	69.5%
Participant Satisfaction	78.0%
State Adult Measures:	
Credential	63.2%
Employment Qtr. 3	80.3%
Annualized Earnings	$19,915
Participant Satisfaction	90.0%

L. Enrollments and Exits

The Contractor is required to meet the following enrollment and exit totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide monthly performance reporting, which identifies progress toward attainment of performance measures as they relate to negotiated enrollments and exits.

Enrollments (cumulative)	**2008 September**	**2008 December**	**2009 March**	**2009 June**
Carry-ins	**16**	**16**	**16**	**16**
New Enrollments	**21**	**56**	**89**	**104**
Cumulative Total	**37**	**72**	**105**	**120**
Exits				
Cumulative Total	**18**	**55**	**90**	**100**

EXHIBIT C - BUDGET

CONTRACTOR: Columbia Industries
PROGRAM TITLE: WIA Adult
PROGRAM YEAR: PY08/09
DATE: **10/1/2008**

Budget Line Item	Total
Salaries & Benefits	$ 161,574
Other Direct Costs	$ 30,109
Direct Participant Costs	$ 205,434
Indirect Costs	$ 75,983
Total	$ 473,100

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WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.259

Modification Number: 1 Date: 10/1/2008

Contractor: **Career Path Services Employment & Training a Washington Non-Profit Corporation**

THE CONTRACT WITH THE CONTRACTOR FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH SERVICES EXECUTED IN JUNE 2008 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **$66,957 of WIA Title 1-B Youth carryover funds is added to the total contract amount for In-School Youth Services. This reflects a new total amount of $295,558. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants, increase program supplies and staff training.**

2. **$66,958 of WIA Title 1-B Youth carryover funds is added to the total contract amount for Out-of-School Youth Services. This reflects a new total amount of $295,558. In consideration of the additional funds, the Contractor will increase the number of participants served as reflected on Exhibit B, provide additional training and supportive services to participants, increase program supplies and staff training.**

3. **Exhibit B - Statement of Work - in the original contract is hereby superseded and replaced by the attached Exhibit B - Statement of Work.**

4. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE OCTOBER 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

Signature/Executive Director Date

Received & Reviewed:

CHAIRMAN, Benton Co. Commissioners Date

CHAIRMAN, Franklin Co. Commissioner Date

FOR THE CONTRACTOR

Signature Date

Title

Approved as to form:

Benton Co. Deputy Prosecuting Attorney Date

Franklin Co. Deputy Prosecuting Attorney Date

Exhibit B
STATEMENT OF WORK

DESCRIPTION OF WIA I-B SERVICES FOR IN-SCHOOL (ISY) AND OUT OF SCHOOL (OSY) YOUTH 16-21
WIA funds for Youth program activities will be directed toward comprehensive services to help low income and at risk youth increase their chances for success academically and in the workplace, learn positive work skills and habits, and develop plans for further education and employment.

A. Target Population and Geographic Areas to be Served
All participants to be served will be low income as defined in WIA Section 101(25) and between the ages of 16-21 at the time of registration, be a legal citizen or resident of the United States, reside in Benton or Franklin counties, and be within one or more of the following categories:

- Deficient in basic literacy skills;
- School dropout;
- Homeless, runaway, or foster child;
- Pregnant or parenting;
- Offender; or
- Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment. (WIA sec. 101(13).)

Priority access to services will be given to eligible youth in Benton and Franklin Counties who require additional assistance as a result of having one or more of the following barriers:

- At risk of dropping out of school
- Limited English proficiency
- Immigrant or refugee
- Migrant family or migrant/seasonal farm worker status
- Gang involved
- Involved with the Juvenile Justice system
- Substance abuse
- Care-giver status
- Domestic abuse
- Lack of stable/affordable housing
- Reside in areas with high rates of poverty, crime, and/or unemployment
- Family history of chronic unemployment
- Single-parent household
- Deficient in occupational skills
- Disability (including learning disability)

The Contractor's service level to youth with disabilities will be proportionate with the bi-county population.

B. Youth Not Selected for Enrollment
Contractor Employment Representatives will inform all youth, not selected for enrollment, of other community resources available to help meet their needs. All eligible youth who are not immediately enrolled into the Youth program would be highly encouraged to become engaged in the universal services available at WorkSource Columbia Basin.

SERVICE DELIVERY
A. Client Services
The Contractor will deliver client services in a manner that supports the WIA-IB services through the WorkSource Columbia Basin (WSCB) one-stop delivery system and the Benton-Franklin Workforce Development Strategic Plan. These services will be delivered through trained, competent staff with the skills, knowledge, and attitudes that are foundational to all levels of case management. Contractor staff shall perform the following critical functions and key activities surrounding WIA case management activities, policies, and procedures including but not limited to:

- Determining appropriateness and eligibility for services
- Conducting intake and ongoing assessments required through policy
- Developing an Individual Service Strategy
- Providing support services necessary for an individual to participate
- Consultation regarding education and training opportunities
- Coordinating services
- Developing and maintaining records
- Coordinating with Marketing and Business Services for identification of potential worksites
- Maintaining and enhancing (staff) professional competencies
- Basic Skills education and GED preparation for drop out youth
- Provide "wrap-around-services" to enhance participant prospects for staying in school and successfully completing the current school year that include tutoring, emergency support services, referral to community resources, and regular follow up
- Work Experience, Work Based Learning and On the Job training opportunities (emphasis on paid private sector work experience)
- Short term occupational skills training
- Post Secondary education exploration
- Retention and wage progression
- Job Hunter and Soft Skills workshops
- Leadership development
- Adult mentoring
- Verify 1/2 credit attainment on January report cards for ISY students who completed work-based learning during the summer

B. <u>Customer Recruiting and Outreach</u>

- In partnership with WorkSource Columbia Basin (WSCB), youth who come to the WSCB will receive a thorough introduction to WIA 1B services.
- Build referral networks in schools and with parent groups for ISY.
- Recruit youth who need and want education and employment services, including those who have institutional support networks to increase their chances of successful participation and completion.
- Target registrants to meet low-income guidelines and be residents of Benton and Franklin Counties (exceptions may be considered from Burbank).
- Target ages 16-21 with 50% Out of School Youth 50% In School Youth;
    - ISY: 50% of all registrants will be second semester juniors, 50% will be seniors.
    - OSY: 75% Drop outs, 25%High School graduates with low basic skills.
- Partner with other agencies serving youth in the Benton and Franklin Counties area.

C. <u>Program Service Components for Out-of-School Youth</u>

The Contractor shall:

- Administer CASAS to determine Basic Skills level, develop a plan to address education and job readiness skill deficiencies.
- Provide guidance on education completion through GED attainment, partnering with CBC and providing tutoring as needed.
- Provide job search skills training such as interviewing techniques, resume writing, self directed job search skills, and keys to a successful employment experience.
- Provide vocational education, advanced skills training, and/or post secondary education.
- Provide opportunities to explore post secondary education, apprenticeship, military and employment options.
- Expand paid work experience to private sector sites and with WEX sites willing to make a commitment to hire into unsubsidized employment (full and part time) in collaboration with Business Services, as appropriate.
- Provide OJTs leading to unsubsidized employment in collaboration with WSCB Business Services.
- Develop unsubsidized employment opportunities in collaboration with WSCB Business Services.
- Provide other required Youth Program Elements such as adult mentoring and youth leadership development as appropriate.

- Provide support services as needed, according to WIA Title 1B guidelines, to remove barriers, stay in school complete education/training and gain/maintain employment.

D. Program Service Components for In-School Youth

The Contractor shall:

- Maintain the existing one half academic credit and paid work-based learning summer elements.
- Expand paid work experience to private sector sites and with WEX sites willing to make a commitment to hire into unsubsidized employment, as appropriate in collaboration with WSCB Business Services.
- Collaborate with partners, including WorkSource Columbia Basin Business Services, local labor representatives, school districts, and community-based organizations.
- In collaboration with WSCB Business Services, pursue unsubsidized employment, as appropriate, for select participants based upon participant and employer need.
- Provide job search skills training such as interviewing techniques, resume writing, and keys to a successful employment experience.
- Provide vocational education, advanced skills training, and/or post secondary education for appropriate high school graduates.
- Provide tutoring as needed to ensure academic success.
- Explore post secondary education, apprenticeship, military and employment opportunities.
- In collaboration with WSCB Business Services provide OJTs leading to unsubsidized employment for select high school graduates who do not plan to pursue post secondary education or advanced skills training.
- Pursue, in the event of an ISY dropping out of public school, a GED, High School Reentry or other credit repair options as appropriate. This option would be exercised with the governing school district's guidance and release.
- Provide other required Youth Program Elements such as adult mentoring and youth leadership development as appropriate.
- Provide support services as needed, according to WIA Title 1B guidelines, to remove barriers, stay in school complete education/training and gain/maintain employment.

E. Work-Based Learning (WBL) Activities (ISY)

The Contractor will deliver work-based learning activities to In-School Youth as directed by the WDC Youth Council and coordinated by the WDC Work-Based Learning Coordinator. These activities will include, but are not limited to:

- Identification of potential worksites through WSCB Business Services.
- Identify student's career pathway, match student's pathway with an approved work experience at a certified worksite.
- Ensure that students work a minimum of 180 hours; required to receive their one-half credit during Summer Youth Activities.
- Development of Summer Educational Component.
- Ensure Work-based Learning documents are promptly transferred to participant's school counselor each fall in collaboration with the Work Based Learning Coordinator.
- Follow-up with schools on the number of students who earned school credit.

F. Apprenticeship Opportunities

The Contractor will work in cooperation with local labor organizations in coordination with the Business & Marketing Services at WorkSource Columbia Basin to refer and encourage program enrollees to explore "pre-apprenticeship" programs, in particular women and minorities who are interested in non-traditional occupations for both In-School and Out-of-School Youth. Several trades/apprenticeship programs have pre-requisites to entering the program, which include educational skills criteria. Staff will ensure enrollees are working towards these skills criteria so that individuals can qualify for application and consideration for apprenticeship training. These activities will be identified in the individual service strategy for training and employment.

G. Youth Development

The Contractor shall make the following ten program elements available to In-School and Out-of-School youth participants based on each participant's objective assessment and individual service strategy:

1) Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies;
2) Alternative secondary school offerings;
3) Summer employment opportunities directly linked to academic and occupational learning;
4) Paid and unpaid work experiences, including internships and job shadowing;
5) Occupational skill training;
6) Leadership development opportunities, which include community service and peer-centered activities encouraging responsibility and other positive social behaviors;
7) Supportive services;
8) Adult mentoring for a duration of at least twelve months that may occur both during and after program participation;
9) Follow-up services; and
10) Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.

H. Training Services

WIA Title I-B training funds can only be used as the source of last resort after all other grant assistance that may be available for training has been exhausted. All training services provided to In-School and Out-of School youth must be competitively procured. Documentation of this procurement process will be recorded on a Procurement Support Form and attached to the Institutional Skills Training Plan (ISTP). Prior to any training service funded by WIA title I-B, the case management file must document the need and include an Individual Service Strategy (ISS).

I. Follow-up & Retention Services

The Contractor will provide follow-up services for the term of this agreement to all In-School and Out-of-School youth participants and assist this emerging workforce in staying attached to employers, ensuring the long-term success in employment needed to start building careers. Regular and consistent contacts will be made, more frequently when needed. Follow-up services will meet the intent of WIA legislation and include:

- Retention services to ensure job stability.
- Replacement services and wage progression.
- Support services as needed to maintain personal stability and employment.
- Continued participation in education and training.
- Monitoring by site visit, email and/or by telephone.
- Referrals to community resources, as warranted.
- Tracking the progress of youth in employment after training.

All youth participants must receive some form of follow-up services for a minimum duration of 12 months. The types of services provided and the duration of services must be determined based on the needs of the individual. (sub section 664.450)

J. Staffing Levels

The Contractor shall maintain staff levels for the identified activities and services consistent with the funding levels identified in the contract budget attached as Exhibit C and more specifically outlined in the budget detail document submitted by the Contractor to the WDC as part of the Contractor's contract budget proposal.

K. Quality Assurance

The Contractor is expected to quality check files; assure appropriate training of staff; communicate effectively with other supervisors and managers to assure that communication and coordination of the program activities is achieved.

L. Creative Thinking and Problem Solving

Creative thinking and problem solving by the Contractor that leads to new ideas and processes for service delivery is expected and supported by the WDC. New ideas and processes should be tested through "pilot programs" or a "beta test group" to assure success and limit exposure.

Problem solving at the supervisor and/or management level is expected and supported by the WDC on case management and WorkSource team issues. If problems are program related, assistance is available from the WDC project coordinators.

M. WorkSource Columbia Basin Operations
Contractor staff stationed at WorkSource Columbia Basin (WSCB) will work within established policies and procedures of the One Stop Center to ensure quality services to its customers.

N. Integrated Functional WorkSource Services
The Contractor will deliver integrated WorkSource services in a manner that supports the WorkSource Columbia Basin One-Stop delivery system vision and mission and the Benton-Franklin Workforce Development Strategic Plan. The new "One Step Ahead" service delivery system is a skill-based system where the workforce is considered a talent force. It is demand driven and skill focused with integrated and responsive services with employer involvement. The Contractor will support WSCB core service activities such as but not limited to Job Hunter and Soft Skills Workshops.

1. Work Ready Preparation for Case Managed Customers to include some or all of the following activities and support:
   - Skill Assessments
   - Appropriate Resumes
   - Mock Interviews
   - Desired Employment that links to WorkKeys Results and/or Work Experience
   - Standards for Servicing the Customer
   - Job Seeker in Possession of "60 Second Commercial"

2. Access and Resource Area Services
   The Contractor shall supplement access and resource staff, as requested, during peak customer periods and special events such as job fairs.

O. Minimum Spending Levels
The Contractor shall expend a minimum of **85%** of the contract budget submitted to the WDC by the Contractor and attached as Exhibit C.

P. WIA Performance Measurements
The Contractor is responsible for meeting, and encouraged to exceed, the following Benton-Franklin Workforce Development Council's negotiated State and Federal Youth performance measures for Program Year 2008/2009:

Federal Measures—ISY (Youth Ages 16-21)	
Younger Youth Skill Attainment Rate	**88.0%**
Younger Youth Diploma or Equivalent Attainment Rate	**64.0%**
Younger Youth Retention Rate	**70.0%**
Federal Measures—OSY (Youth Ages 19-21)	
Entered Employment Rate	**80.8%**
Employment Retention Rate	**86.3%**
Earnings Gain Rate	**$3,896**
Older Youth Emp & Credential Rate	**46.5%**
State ISY & OSY Combined Youth Measures	
Credential	**77.9%**
Placement	**79.8%**
Earnings	**$10,042**
Participant Satisfaction	**95.0%**

Q. Enrollments, Exits, and Work-Based Learning Activities

The Contractor is required to meet the following enrollment, exit, and Work-Based Learning Activity totals. The desired outcome is to meet these totals on a quarterly basis. The Contractor shall provide a monthly performance report on an approved WDC format, which identifies monthly progress toward attainment of performance measures as they relate to negotiated enrollments (including target populations), exits, and Work-Based Learning Activities.

Registrations In-School Youth	September 2008	December 2008	March 2009	June 2009
Carry-ins (cumulative)	73	73	73	73
New Registrations (cumulative)	2	5	10	15
Total Registrations	75	78	83	88
Exits				
Total Exits	15	25	33	40

Registrations Out-of-School Youth	September 2008	December 2008	March 2009	June 2009
Carry-ins (cumulative)	58	58	58	58
New Registrations (cumulative)	10	17	22	29
Total Registrations	68	75	80	87
Exits				
Total Exits	15	35	40	55

In-School Youth WBL Activity – ½ Credit	PY07/08 Plan
Enrolled in Summer WBL Activities	15
Total Completing Summer Requirements	12
Percentage Achieving ½ Credit on Transcript	80%

EXHIBIT C - BUDGET

CONTRACTOR: Career Path Services
PROGRAM TITLE: In-School & Out-of-School Youth
PROGRAM YEAR: PY08/09

DATE: **10/01/08**

IN-SCHOOL YOUTH

Budget Line Item	Total
Salaries & Benefits	$ 106,620
Other Direct Costs	$ 16,500
Direct Participant Costs	$ 138,148
Indirect Costs	$ 34,290
Total	**$ 295,558**

OUT-OF-SCHOOL YOUTH

Budget Line Item	Total
Salaries & Benefits	$ 106,439
Other Direct Costs	$ 16,500
Direct Participant Costs	$ 138,329
Indirect Costs	$ 34,290
Total	**$ 295,558**

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WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.258, 17.259, 17.260

Modification Number: 1 Date: 10/1/2008

Contractor: **Career Path Services Employment & Training a Washington Non-Profit Corporation**

THE CONTRACT WITH THE CONTRACTOR FOR INTEGRATED BASIC EDUCATION & SKILLS TRAINING SERVICES EXECUTED IN JUNE 2008 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE OCTOBER 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

Signature/Executive Director Date

FOR THE CONTRACTOR

Signature Date

Title

Received & Reviewed:

CHAIRMAN, Benton Co. Commissioners Date

CHAIRMAN, Franklin Co. Commissioner Date

Approved as to form:

Benton Co. Deputy Prosecuting Attorney Date

Franklin Co. Deputy Prosecuting Attorney Date

EXHIBIT C - BUDGET

CONTRACTOR: Career Path Services
PROGRAM TITLE: I-BEST

DATE: October 1, 2008

Budget Line Item	Total
Salaries & Benefits	$ 39,501
Other Direct Costs	$ 3,820
Direct Participant Costs	$ 7,254
Indirect Costs	$ 8,925
Total	$ 59,500

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WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT
CFDA #17.258, 17.259, 17.260

Modification Number: 1 Date: 10/1/2008

Contractor: **Career Path Services Employment & Training a Washington Non-Profit Corporation**

THE CONTRACT WITH THE CONTRACTOR FOR DROPOUT PREVENTION & INTERVENTION SERVICES EXECUTED IN JUNE 2008 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATION CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **Exhibit C - Budget - in the original contract is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE OCTOBER 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE BF-WDC

Signature/Executive Director Date

Received & Reviewed:

CHAIRMAN, Benton Co. Commissioners Date

CHAIRMAN, Franklin Co. Commissioner Date

FOR THE CONTRACTOR

Signature Date

Title

Approved as to form:

Benton Co. Deputy Prosecuting Attorney Date

Franklin Co. Deputy Prosecuting Attorney Date

EXHIBIT C - BUDGET

CONTRACTOR: Career Path Services
PROGRAM TITLE: Drop In Project 4

DATE: October 1, 2008

Budget Line Item	Total
Salaries & Benefits	$ 31,490
Other Direct Costs	$ 3,550
Direct Participant Costs	$ 2,418
Indirect Costs	$ 6,512
Total	$ 43,970

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BENTON COUNTY, WASHINGTON
2009 Current Expense Budget - Revision #4
Revenues, Expenditures and Fund Balance
November 10, 2008

	2008 Supplemented Budget*	2009 Initial Requested	2009 Initial Baseline	Board Revisions	2009 Adjusted Budget
Estimated Beginning Fund Balance	$12,126,011	$6,900,000	$6,900,000		$6,900,000
Revenues:					
Real and Personal Property Taxes	16,308,947	16,640,000	16,640,000	193,018	16,833,018
Admin Refunds & Refund Levy Transfers	357,927	214,947	214,947		214,947
Diverted Road Taxes	427,572	458,164	458,164	2,556	460,720
Sale of Tax Title Property	1,000	0	0		0
Retail Sales and Use Taxes	6,200,000	5,900,000	5,900,000	700,000	6,600,000
Retail Sales and Use Taxes-Criminal Justice	800,000	772,000	772,000	53,000	825,000
Other Taxes	410,000	484,892	484,892	(80,986)	403,906
Penalty and Interest on Property Taxes	1,300,000	1,200,300	1,200,300		1,200,300
Licenses and Permits	39,900	39,500	39,500		39,500
Intergovernmental Revenues	15,462,846	15,853,007	15,853,007	(182,456)	15,670,551
Charges for Services	3,796,733	3,860,974	3,860,974	2,000	3,862,974
Fines and Forfeitures	2,346,172	2,375,050	2,375,050	78,000	2,453,050
Miscellaneous Revenues	2,371,578	2,452,853	2,452,853		2,452,853
Other Financing Sources	1,401,187	921,250	921,250	1,201,465	2,122,715
Total Revenues	51,223,862	51,172,937	51,172,937	1,966,597	53,139,534
Expenditures:					
Assessor	2,219,629	2,123,256	2,062,939	(6,880)	2,056,059
Auditor	1,306,504	1,416,466	1,390,911	14,763	1,405,674
Board of Equalization	37,195	37,976	37,917	59	37,976
Civil Service	72,322	79,913	79,900	13	79,913
Clerk	1,999,684	2,127,312	2,042,362	24,706	2,067,068
Commissioners	1,148,205	1,177,233	1,154,435	18,017	1,172,452
WSU Extension	256,328	286,666	258,781	7,548	266,329
Coroner	331,232	353,616	331,013	7	331,020
Facilities	1,305,615	1,348,640	1,348,598	42	1,348,640
District Court	3,660,410	4,102,626	3,958,899	4,412	3,963,311
LEOFF 1	233,602	244,925	244,925	0	244,925
Non-Departmental	9,644,770	6,432,624	5,388,824	353,329	5,742,153
Planning	657,240	726,663	705,471	(28,853)	676,618
Prosecuting Attorney	3,860,609	4,103,387	3,992,465	63,061	4,055,526
Sheriff Administration	854,444	904,925	897,571	295	897,866
Sheriff C & R	1,174,080	1,242,928	1,223,847	19,070	1,242,917
Sheriff Custody	14,805,930	15,701,683	15,504,692	(192,646)	15,312,046
Sheriff Patrol	6,036,709	6,162,669	5,976,466	(35,513)	5,940,953
Superior Court	2,593,134	2,852,037	2,717,548	77,987	2,795,535
Treasurer	1,534,173	1,185,577	1,182,699	1,575	1,184,274
Sheriff-Traffic Control	427,572	470,785	458,164	2,556	460,720
Parks	231,811	240,428	238,205	1,049	239,254
Personnel	257,390	276,910	273,587	49	273,636
TB Hospital	71,875	71,875	71,875	0	71,875
GIS	344,976	306,156	299,552	6,604	306,156
Public Defense	1,798,182	1,443,625	1,442,830	795	1,443,625
Total Expenditures	56,863,621	55,420,901	53,284,476	332,045	53,616,521
Net Increase/(Decrease) to Fund Balance	(5,639,759)	(4,247,964)	(2,111,539)	1,634,552	(476,987)
Estimated Ending Fund Balance	$6,486,252	$2,652,036	$4,788,461	$1,634,552	$6,423,013

*** through 6/30/08**

Re .ons

	account no.	description	prior	current		comments
Revenues						
pg. 1	311.10.0000	real & personal property tax	$ 16,640,000	$ 16,833,018	$ 28,000	new construction
					$ 165,018	with 1% property tax increase
	311.20.0001	diverted county road	$ 458,164	$ 460,720	$ 2,556	equals Sheriff Traffic
	313.10.0001	local retail sales & use tax	$ 5,900,000	$ 6,600,000	$ 700,000	current collection rate plus refueling
	313.71.0001	local sales tax criminal justice funding	$ 772,000	$ 825,000	$ 53,000	collection rate
	317.34.0001	local 1/4% excise tax	$ 140,986	$ 60,000	$ (80,986)	collection rate (for all excise taxes-so added to this line item)
pg.2	333.10.3001	specialty crop research initiative	$ -	$ 1,700	$ 1,700	new grant - WSU Coop grant for computers
pg. 3	333.99.5300	child support - federal	$ 462,184	$ 429,618	$ (32,566)	66% of PA child support budget
	334.01.1001	WASPC Sex Offender	$ 122,825	$ 57,198	$ (65,627)	1/2 year grant in 2009
	334.04.6030	child support - state	$ 238,584	$ 221,319	$ (17,265)	34% of PA child support budget
	334.06.9001	indigent defense- franklin county	$ 58,121	$ 58,319	$ 198	25% of 0136 -OPD budget
	335.00.9101	PUD priviledge tax- benton county	$ 628,643	$ 681,802	$ 53,159	same a 2008 budget
pg. 4	338.12.0001	superior court cost - Franklin County	$ 538,247	$ 538,247	$ -	FC portion of superior court budget
	338.12.0002	district court cost - kennewick	$ 1,043,093	$ 1,110,456	$ 67,363	% of district court budget
	338.12.0003	distrrict court costs- richland	$ 510,126	$ 544,968	$ 34,842	% of district court budget
	338.12.0004	district court costs - west richland	$ 140,856	$ 149,444	$ 8,588	% of district court budget
	338.12.0006	district court costs - Prosser	$ 64,717	$ 70,024	$ 5,307	% of district court budget
	338.23.0001	Prisoners room & board- Federal	$ 1,774,556	$ 1,484,822	$ (289,734)	% of usage of Dept 120 budget
	338.23.0002	Prisoners room & board- Kennewick	$ 2,301,856	$ 2,360,270	$ 58,414	% of usage of Dept 120 budget
	338.23.0003	Prisoners room & board -Richland	$ 1,096,358	$ 1,125,434	$ 29,076	% of usage of Dept 120 budget
	338.23.0004	Prisoners room & board - ICE	$ 210,318	$ 156,297	$ (54,021)	% of usage of Dept 120 budget
	338.23.0006	Prisoners room & board - West Richland	$ 128,983	$ 132,104	$ 3,121	% of usage of Dept 120 budget
	338.23.0007	Prisoners room & board - Prosser	$ 114,101	$ 117,090	$ 2,989	% of usage of Dept 120 budget
pg. 5	338.23.0017	Prisoners room & board - DOC	$ 1,581,759	$ 1,638,119	$ 56,360	% of usage of Dept 120 budget
	338.23.0020	Prisoners room & board - Olympia	$ 669,548	$ 625,188	$ (44,360)	% of usage of Dept 120 budget
pg. 6	341.37.0001	warrants superior court	$ 75,000	$ 90,000	$ 15,000	collection rate
pg. 8	345.81.0001	zoning fees	$ 12,000	$ 9,000	$ (3,000)	collection rate
	345.81.0002	subdivision fees	$ 20,000	$ 10,000	$ (10,000)	collection rate
pg. 9	351.31.0001	superior court filing	$ 40,000	$ 46,000	$ 6,000	collection rate
	351.80.0001	crime victim penalty assessment	$ 110,000	$ 115,000	$ 5,000	collection rate
pg. 10	351.91.0001	other superior court penalties	$ 200,000	$ 218,000	$ 18,000	collection rate
	353.10.0001	traffic infraction non parking	$ 950,000	$ 965,000	$ 15,000	collection rate
	355.80.0001	other criminal traffic penalties	$ 183,000	$ 187,000	$ 4,000	collection rate
pg. 11	356.80.0001	district court felony fines	$ 4,000	$ 8,000	$ 4,000	collection rate
	356.90.0001	other non-traffic penalties	$ 160,000	$ 165,000	$ 5,000	collection rate
	357.23.0001	costs assessed on judgements	$ 250,000	$ 261,000	$ 11,000	collection rate
	357.33.0001	public defense	$ 100,000	$ 110,000	$ 10,000	collection rate
pg 14	397.10.0133	Operating Transfer 1/10	$ 900,000	$ 1,600,000	$ 700,000	Board decision
	397.10.0153	Operating Transfer Vit	$ -	$ 225,000	$ 225,000	Contingency Dept 115

Revisions

account no.	description	prior	current		comments
397.10.0153	Operating Transfer Vit	$ -	$ 81,350	$ 81,350	Capital Hardware & Software
			$ 37,422	$ 37,422	Juvenile Drug Court
			$ 35,560	$ 35,560	6401- Capital
397.10.0153	Operating Transfer Vit	$ -	$ 122,133	$ 122,133	Drug Court
				$ 1,966,597	

November 6, 2008

60,039,534 60,039,263

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Re ons

account no.	description	prior	current		comments	
Expenses						
non-departmental		$ 5,388,824	$ 5,742,153	$ 353,329	Excess compensation - dept retirement	40,000
					contingency	23,259
					juvenile	78,194
					animal control	125,000
					protective inspection service operating transfer	35,727
					Benton Franklin Health Assessment	51,149
						353,329
assessor		$ 2,062,939	$ 2,056,059	$ (6,880)	data processing administration postage, decrease in professional services	
auditor		$ 1,390,911	$ 1,405,674	$ 14,763	data processing administration capital outlay - 1/2 vehicle	
board of equalization		$ 37,917	$ 37,976	$ 59	data processing administration	
civil service		$ 79,900	$ 79,913	$ 13	data processing administration	
clerk		$ 2,042,362	$ 2,067,068	$ 24,706	data processing administration computer hardware & software, computer purchases	
commissioners		$ 1,154,435	$ 1,172,452	$ 18,017	temp help, travel, computer purchases- software data processing administration	
wsu extension		$ 258,781	$ 266,329	$ 7,548	contract services (mandated cost) computer hardware & software data processing administration	
coroner		$ 331,013	$ 331,020	$ 7	data processing administration	
facilities		$ 1,348,598	$ 1,348,640	$ 42	data processing administration	
district court		$ 3,958,899	$ 3,963,311	$ 4,412	data processing administration computer hardware & software	
LEOFF		$ 244,925	$ 244,925	$ -		
planning		$ 705,471	$ 676,618	$ (28,853)	data processing administration decrease in professional services	
prosecuting attorney		$ 3,992,465	$ 4,055,526	$ 63,061	data processing administration computer hardware & software line item transfer decreases/increase Temp help plus benefits	

Revisions

account no.	description	prior	current		comments
sheriff administration		$ 897,571	$ 897,866	$ 295	data processing administration
sheriff clerk & records		$ 1,223,847	$ 1,242,917	$ 19,070	computer hardware & software computer purchases, computer purchases software
sheriff custody		$ 15,504,692	$ 15,312,046	$ (192,646)	data processing administration computer hardware & software computer purchases, computer purchases software salary and benefit allowanc (-2.5% wages and benefits) Operating supplies, training supplies jail food service, contract services
sheriff patrol		$ 5,976,466	$ 5,940,953	$ (35,513)	data processing administration adjusted WASPC subsection to 1/2 year revenue to coinside with 1/2 year grant revenue capital outlay- electronic ticket program
superior court		$ 2,717,548	$ 2,795,535	$ 77,987	data processing administration computer hardware & software computer purchases software- cash management system .25 Court Commissioner & benefits
treasurer		$ 1,182,699	$ 1,184,274	$ 1,575	data processing administration
sheriff traffic		$ 458,164	$ 460,720	$ 2,556	capital outlay- electronic ticket program
park department		$ 238,205	$ 239,254	$ 1,049	utilities data processing administration
personnel		$ 273,587	$ 273,636	$ 49	data processing administration
TB hospital		$ 71,875	$ 71,875	$ -	
GIS		$ 299,552	$ 306,156	$ 6,604	data processing administration computer purchases software- cash management system
office public defense		$ 1,442,830	$ 1,443,625	$ 795	data processing administration postage, telephone, travel, legal advertising
November 6, 2008				**$ 332,045**	

revenues	1,966,597
expenditures	332,045
net ir se	1,634,552

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BENTON COUNTY, WASHINGTON
Consolidated Budget
For Period January 1 through December 31, 2009

Fund	Fund Number	Estimated Beginning Fund Balance 1/1/09	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures (other than transfers)	Transfer to Active Funds (Dept. Request)	Estimated Ending Fund Balance 12/31/09
Current Expense	0000-101	$6,900,000	$17,100,720	$33,917,349	$2,121,465	$60,039,534	$48,938,767	$4,677,754	$6,423,013
County Road	0101-101	1,756,380	4,792,868	9,623,509	1,907,426	18,080,183	18,080,183	0	0
Flood Control	0103-101	53,500	0	1,000	0	54,500	0	54,500	0
Veterans' Assistance	0104-101	60,000	140,000	4,000	0	204,000	150,126	0	53,874
Auditor's O&M	0106-101	356,285	0	140,000	0	496,285	496,285	0	0
Human Services	0108-101	4,130,400	300,000	18,705,600	64,000	23,200,000	21,735,387	0	1,464,613
Park Development	0110-102	430,000	0	27,500	0	457,500	457,500	0	0
Election Reserve	0111-101	1,152,009	0	354,100	533,720	2,039,829	1,081,973	0	957,856
Treasurer's O&M	0112-101	234,000	0	81,403	0	315,403	191,531	0	123,872
Paths & Trails Reserve	0114-101	7,000	0	16,500	0	23,500	0	23,500	0
Juvenile Center	0115-101	589,273	0	4,083,089	4,130,401	8,802,763	8,513,517	12,000	277,246
Inmate Benevolence	0116-101	323,542	0	614,600	0	938,142	919,353	0	18,789
Juvenile Kitchen	0117-101	14,600	0	0	12,000	26,600	26,600	0	0
Crime Victim Comp	0120-101	107,031	0	246,804	0	353,835	294,509	0	59,326
Fairgrounds Improvements	0123-101	238,000	0	0	272,000	510,000	457,000	0	53,000
Fairgrounds Operating Budget	0124-101	590,000	0	297,278	0	887,278	490,356	0	396,922
Sheriff Investigative	0126-101	185,753	0	31,972	0	217,725	73,505	0	144,220
Canine/Boat Patrol	0127-101	153,281	0	143,774	0	297,055	163,336	0	133,719
REET Technology	0129-101	131,000	0	28,000	0	159,000	78,000	0	81,000
1/4% Real Estate Excise Tax	0130-101	1,000,000	422,000	0	0	1,422,000	0	214,000	1,208,000
Probation Assessment	0131-101	449,853	0	511,700	0	961,553	587,601	0	373,952
Central Services Cmptr Replace	0132-101	1,204,700	0	393,246	0	1,597,946	0	513,100	1,084,846
1/10% CJ Jail-Juvenile	0133-101	5,300,000	2,900,000	0	0	8,200,000	103,058	2,678,363	5,418,579
Noxious Weed Control	0134-101	164,000	0	293,925	0	457,925	306,624	0	151,301
Sustainable Development	0135-101	461,000	62,570	75,000	0	598,570	201,674	0	396,896
Courthouse Facilitator	0136-101	51,606	0	54,000	0	105,606	68,910	0	36,696
Family Services	0138-101	28,272	0	27,302	0	55,574	27,302	0	28,272
Family Services Superior Court	0140-101	15,000	0.00	9,000	0	24,000	0	20,000	4,000
Jail Depreciation Reserve	0142-101	1,030,000	0.00	78,068	116,004	1,224,072	782,800	0	441,272
Distressed County Tax Credit	0143-101	111,752	0.00	0	0	111,752	111,752	0	0
Rural County Capital Fund	0144-101	5,000,000	2,600,000	0	0	7,600,000	200,000	2,045,998	5,354,002
Clerk's Collection	0146-101	265,496	0	400,000	0	665,496	409,804	0	255,692
Protective Inspection Services	0149-101	74,700	0	696,815	58,629	830,144	830,144	0	0
Pest Board	0150-101	80,000	0	88,966	0	168,966	168,966	0	0
Work Crew Replacement	0151-101	$135,601	$0	$40,800	$0	$176,401	$27,180	$0	$149,221

BENTON C. .NTY, WASHINGTON
Consolidated Budget
For Period January 1 through December 31, 2009

Fund	Fund Number	Estimated Beginning Fund Balance 1/1/09	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures (other than transfers)	Transfer to Active Funds	Estimated Ending Fund Balance 12/31/09
State Housing	0152-101	$1,400,000	$0	$189,000	$0	$1,589,000	$500,000	$30,000	$1,059,000
VIT Impact	0153-101	1,700,000	720,000	0	0	2,420,000	150,000	601,465	1,668,535
Homeless Housing & Assistance	0154-101	250,000	0	582,000	0	832,000	470,000	30,000	332,000
Solid Waste Collection	0155-101	300,000	0	346,919	0	646,919	467,685	0	179,234
Trial Court Improvement	0156-101	50,000	0	77,082	0	127,082	125,000	0	2,082
Historical Preservation Fund	0157-101	105,000	0	40,000	0	145,000	145,000	0	0
Domestic Violence Assessment	0158101	8,349	0	3,960	0	12,309	6,729	0	5,580
96 Juvenile & Refunding Bond	0205-201	0	0	0	0	0	0	0	0
CRID #11 & 12	0270-201	15,000	0	42,335	0	57,335	56,735	0	600
CRID 15	0271-201	5,000	0	45,717	0	50,717	47,417	0	3,300
CRID 16	0272-201	5,000	0	6,758	0	11,758	11,358	0	400
Health Building Bond	0298-201	230,833	0	266,196	42,000	539,029	512,273	0	26,756
Justice Center Bond Fund	0299-101	3,940,343	0	0	2,959,361	6,899,704	2,959,360	0	3,940,344
Detox Center Construction	0303-401	16,000	0	500	0	16,500	16,000	0	500
Capital Projects	0305-101	12,271,287	34,360	837,600	0	13,143,247	10,813,821	1,829,426	500,000
Health Building Construction	0398-401	0	0	0	0	0	0	0	0
Equipment Rental & Revolving	0501-101	3,500,000	0	2,691,400	0	6,191,400	6,191,400	0	0
Central Services	0502-101	318,700	0	2,590,934	513,100	3,422,734	3,176,049	0	246,685
Workmen's Compensation	0503-101	1,428,412	0	1,064,713	0	2,493,125	1,012,995	0	1,480,130
Insurance Management	0504-101	923,878	0	1,467,276	0	2,391,154	1,568,466	0	822,688
Accumulated Leave	0505-101	339,000	0	540,000	0	879,000	540,000	0	339,000
Weed District #1	6314-101	0	0	27,000	0	27,000	27,000	0	0
County Road Suspense	6428-101	3,000	0	15,000	0	18,000	18,000	0	0
DID 10	6910-101	16,000	0	2,278	0	18,278	18,278	0	0
GRAND TOTALS		$59,609,836	$29,072,518	$81,821,968	$12,730,106	$183,234,428	$134,807,309	$12,730,106	$35,697,013

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS CERTIFYING THE CURRENT EXPENSE LEVY FOR 2009 COLLECTION

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 24, 2008, to consider Benton County's 2009 budget and 2009 property tax levy and possible increases thereto for the current expense budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

WHEREAS, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's current expense fund for 2009 requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of State-assessed property, in order to discharge the expected expenses and obligations of Benton County's current expense fund for 2009; and,

WHEREAS, inflation, as defined in RCW 84.55.005, for the period ended September, 2008 exceeds one percent; and,

WHEREAS, the Board of Benton County Commissioners has determined, to provide adequate funding for the criminal justice system, specifically, the addition of .25 of a Court Commissioner and other associated resources for the legal financial obligation docket, prosecuting attorney temporary help, increased funding for the Benton Franklin Health District assessment and the Juvenile Center, and new funding for animal control, there is a substantial need for the establishment of a maximum limit factor of 101% for 2009 and to levy taxes for 2009; and,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that an increase in the 2009 regular property tax levy in the amount of $165,018 (which includes a State mandated $0.025/$1,000 for mental health and $0.0113/$1,000 for veterans' assistance), is hereby necessary and authorized for the 2009 current expense levy, and that this is a percentage increase of 1.00% from the previous year; and,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that this increase is in addition to additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of State assessed property, and any additional amounts resulting from any levies for refunds made; and,

cc: Assessor; Auditor; Treasurer; file; LJI

BE IT FURTHER RESOLVED, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

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

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Assessor; Auditor; Treasurer; file; LJI

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS CERTIFYING THE COUNTY ROAD LEVY FOR 2009 COLLECTION

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 24, 2008, to consider Benton County's 2009 budget and 2009 property tax levy and possible increases thereto for the county road budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

WHEREAS, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's road fund for 2009 requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of State-assessed property, in order to discharge the expected expenses and obligations of Benton County's road fund for 2009; and,

WHEREAS, inflation, as defined in RCW 84.55.005, for the period ended September, 2008 exceeds one percent; and,

WHEREAS, the Board of Benton County Commissioners has determined, to provide adequate funding for the road projects expected in years 2009 and thereafter, there is a substantial need for the establishment of a maximum limit factor of 101% for 2009 and to levy taxes for 2009; and,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that an increase in the 2008 road property tax levy in the amount of $50,971, is hereby necessary and authorized for the 2008 road levy, and that this is a percentage increase of 1.0% from the previous year; and,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that this increase is in addition to additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of State assessed property, and any additional amounts resulting from any levies for refunds made; and,

cc: Public Works; Assessor; Auditor; Treasurer; file; LJI

BE IT FURTHER RESOLVED, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

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

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Public Works; Assessor; Auditor; Treasurer; file; LJI

LJI

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTION OF FINAL 2009 BENTON COUNTY BUDGETS

WHEREAS, after notice given pursuant to RCW 36.40 et. seq. the first public hearing on the 2009 budgets was held on November 24, 2008, for the purpose of fixing the final budgets and making tax levies; and,

BE IT RESOLVED, the 2009 budgets are herein adopted by the Board of County Commissioners at the bottom line level in regards to supplies and other services and charges and category level in regards to salaries, benefits, interfund payments and capital; and,

BE IT RESOLVED, each department is required to account for expenditures and revenues within the BARS-assigned account numbers including the prime and base sub-field, element and sub-element field, and unit and sub-unit field as detailed by each departmental budget; **NOW THEREFORE,**

BE IT RESOLVED per the detailed attachments to this resolution, the Benton County budgets for 2009 are hereby adopted:

Total Current Expense Revenues	$ 53,139,534
Total Current Expense Expenditures	$ 53,616,521
To Balance	$ 476,987
Total Road Fund Revenues	$ 16,323,803
Total Road Fund Expenditures	$ 18,080,183
To Balance	$ 1,756,380
Total Other Funds Revenues	$ 54,161,255
Total Other Funds Expenditures	$ 75,840,711
To Balance	$ 21,679,456
Total Revenues	**$123,624,592**
Total Expenditures	**$147,537,415**
To Balance	**$ 23,912,823**

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: All Dept; State Auditor; Journal; file; LJI

LJI

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CERTIFYING BUDGETED TAXES FOR COLLECTION IN YEAR 2009 FOR BENTON COUNTY

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 24, 2008 to consider Benton County's 2009 budget and 2009 property tax levy and possible increases thereto pursuant to RCW 36.40 et. seq. and RCW 84.55.120; **NOW THEREFORE**,

BE IT RESOLVED, pursuant to RCW 84.52.020, the Board of Benton County Commissioners hereby certifies the following levy amounts for Benton County for 2009 collection:

Current Expense*	$17,347,297.00
County Road	$ 5,281,361.00
Including: Diverted Road	$ 460,720.00
Administrative Refunds:	
Current Expense	$ 211,686.00
County Road	$ 35,000.00
Veterans' Assistance	$ 1,015.00
Mental Health	$ 2,246.00

*Note: The collections for Mental Health is to be collected at $0.025/$1,000 of assessed value and Veterans' Assistance is to be collected at $0.0113/$1,000 of assessed value.

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

Chairman of the Board

Chairman Pro Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Assessor, Auditor, Treasurer, file; LJI

LJI

9:35

AGENDA ITEM MTG. DATE: Nov. 24, 2008 SUBJECT Ord. Amend to BCC 16.10.080 Memo Date: Nov. 17, 2008 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution Pass Ordinance X Pass Motion X Other	Consent Agenda Public Hrg. X 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

In December 1998, the Benton County Commissioners adopted an Ordinance, which was titled "Interim Growth Management Regulations", that provided for overlay densities in unincorporated Benton County outside of the Interim Urban Growth Areas. The ordinance amended Title 16 of the Benton County Code and adopted the densities proposed in the new comprehensive plan. The ordinance also provides for exemption from the density requirements for areas where the surrounding parcels already have a greater density than allowed in the comprehensive plan. On December 10, 2007, the Board of County Commissioners extended the effective date until December 21, 2008. The Planning Department is proposing to extend the effective date until December 21, 2009.

The Planning Commission at their meeting on October 21, 2008 reviewed the proposed ordinance and recommended approval to the Board of County Commissioners. Attached to this memo is a copy of the proposed amendment and the Planning Commission's Findings of Fact.

SUMMARY

This amendment will extend the effective date of Ordinance 458 "Interim Growth Management Regulations" until December 21, 2009.

RECOMMENDATION

It is the recommendation of the Planning Department and Planning Commission that the Board of County Commissioners adopts the Planning Commission's Findings of Fact as their own and make a motion to approve the ordinance amendment.

FISCAL IMPACT

None

MOTION

At the conclusion of the public meeting, the Board will need to make a motion adopting the Planning Commission Findings of Fact as your own and approving the resolution and adopting the ordinance amendment to BCC 16.10.080.

BENTON COUNTY PLANNING COMMISSION
Reasons for Action, Findings of Fact and Analysis
of Factors Considered Controlling

I. INTRODUCTION

In the Matter of: County Planning, amending Ordinance 458 BCC 16.10.080

Pursuant to Chapter 36.70 RCW, the Benton County Planning Commission has held a public hearing on October 21, 2008 for the purpose of hearing testimony for and against and considering adoption of an ordinance amendment to Ordinance 443, BCC 16.10.080 to extend the effective date until December 21, 2009.

The members of the Planning Commission and their attendance for the afore-mentioned hearing are as follows: Martin Sheeran, Eugene Johnson, Lloyd Coughlin, Faye Nelson and James Willard.

All persons desiring to speak for or against, or in relation to the amendment were given full and complete opportunity to be heard. The Planning Commission is now satisfied that this matter has been sufficiently considered. Therefore, the Benton County Planning Commission hereby makes and enters the following:

II. FINDINGS OF FACT

A. Legal notification was given on October 9, 2008. The public hearing was conducted on October 21, 2008.

B. The proposed amendment is found to be in conformance with the intent of the Benton County Comprehensive Plan. **Yes**

C. Written and oral testimony have indicated the following concerning the proposed amendment: **Neither**

D. The Planning Commission finds the proposed amendment to be of the same character as and in general keeping with existing uses authorized in such zone. N/A

E. A majority of the Planning Commission felt that the record and testimony **did** establish the need for the proposed amendment to maintain consistency with the Comprehensive Plan and state law.

F. A majority of the Planning Commission indicated that the approval of the proposed amendment would be in the public interest. **YES**

III. ANALYSIS OF FACTORS CONSIDERED CONTROLLING

The Benton County Planning Commission considers all Findings of Fact heretofore entered to be controlling. **YES**

IV. THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through it's Chairman as authorized by motion of the Planning Commission, adopts these findings and conclusions and that such ordinance amendment is hereby recommended for approval with such recommendation to be forwarded to the Board of County Commissioners.

10/26/08

Eugene Johnson, Chairman — Date
BENTON COUNTY PLANNING COMMISSION

ORDINANCE NO. _____

AN ORDINANCE relating to the interim growth management regulations; extending the date set forth in the sunset clause, amending Ordinance 458, Section 1 and BCC 16.10.080.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 458, Section 1 and BCC 16.10.080 are hereby amended to read as follows:

SUNSET CLAUSE. This ordinance shall be effective until December 21, ((~~2008~~)) (2009), unless permanently adopted after public hearing or renewed for an additional period by action of the Benton County Board of Commissioners.

SECTION 2. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2008.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of County Commissioners of Benton County, Washington

Approved as to Form:

Ryan K. Brown
_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

FILE COPY

DATE: October 13, 2008

TO: BENTON COUNTY PLANNING COMMISSION

FROM: BENTON COUNTY PLANNING DEPARTMENT

RE: ORDINANCE AMENDMENT TO ORD. 458, EXTENDING THE EFFECTIVE DATE

BACKGROUND:

In December 1998, the Benton County Commissioners adopted Ordinance 345, which was titled "Interim Growth Management Regulations", that provided for overlay densities in unincorporated Benton County outside of the Interim Urban Growth Areas. Ordinance 345 amended Title 16 of the Benton County Code and adopted the densities proposed in the new comprehensive plan. The ordinance also provides for exemption from the density requirements for areas where the surrounding parcels already have a greater density than allowed in the comprehensive plan. On December 10, 2007, the Board of County Commissioners extended the effective date until December 21, 20087. The Planning Department is proposing to extend the effective date until December 21, 2009. The new zoning ordinance should be in place by that date.

SUMMARY:

This action is to review and discuss the attached draft ordinance and conduct a public hearing on the proposed ordinance.

RECOMMENDATION:

The Benton County Planning Department recommends that the planning commission review the proposed ordinance, conduct the public hearing, take testimony and make a recommendation to the Board of County Commissioners to extend the effective date until December 21, 2009.

BENTON
FRANKLIN
**Community
Action
Committee**

9:40

November 14, 2008

Commissioner Claude L. Oliver, Chair
Commissioner Max E. Benitz Jr
Commissioner Leo M. Bowman
Benton County Commission
Benton County Courthouse
PO Box 190
Prosser, WA 99350

Dear Commissioners:

RE: Homeless Housing and Assistance Funds (2163)
3rd Quarter Report 2008

Attached is the 3rd Quarterly Report and graphs on reducing homelessness in Benton and Franklin Counties.

As the Executive Director of Benton Franklin Community Action Committee, I thank you for your interest in issues such as Reducing Homelessness and Affordable Housing. We are grateful for your strong leadership and passionate advocacy in support of residence in our bi-county area.

Respectfully yours,

Judith A Gidley

Judith A. Gidley, Executive Director

720 W. Court St. • Pasco, Washington 99301 • (509) 545-4042 • Fax (509) 544-9691

A CONTINUUM OF CARE SYSTEM
For Benton and Franklin Counties

Benton Franklin Housing Continuum of Care
'HOME BASE'
3rd Quarter Report on Homeless Housing Funds
2008

The following is a report of the 2008, 3rd quarter statistics regarding how the Benton and Franklin Counties Homeless Housing Act Funds (2163) are being used.

Our ***HOME BASE Connection Triage*** has completed 9 full months of services this fiscal year and provided the following services. BFCAC uses Benton and Franklin County 2163 funding for the Triage Services:

Major components of the BFCAC HOME BASE Connection Triage are basic services, which include intake, assessment, one-on-one Life Skills and eligibility determination. Staff identifies the household's immediate needs, provide the appropriate emergent services and then address the households' long-term needs and placement into the most appropriate program for housing stability and movement to self-sufficiency.

BFCAC is under contract for approximately $1,905,138 of which $180,000 comes from Benton County 2163 funds and $150,000 from Franklin County 2163 Funds. BFCAC uses 2163 funds to leverage over $1.57 million dollars in homeless dollars for the counties.

Since other homeless funding, under contract with BFCAC plays such an intricate part in how funding is expended; I have added those services to this report. A majority of those funds do not come with case management, they provide only for either housing (rents); eviction prevention; first month rents and deposits. BFCAC uses Benton and Franklin 2163 funding to provide Triage Services upfront and channels the clients to the appropriate wrap-around funding source for services.

Below figures are for the 3rd Quarter only. The attached graphs show the services by quarters. The last graph shows all the Homeless Funding under contract with BFCAC for this year.

- Intake, Assessment, eligibility and information and referrals for 142 households.
- Answered 2,264 phone call inquires and provided 555 front desk services.
- BFCAC provided assistance to 224 Households with 685 Individuals with 17,988 bed nights keeping them from homelessness using our Emergency Shelter Assistance Program funding that was available during the 3rd quarter thereby saving funds and preventing duplication of services. Sources are CTED/ESAP funds, Benton and Franklin FEMA funds and City of Richland CDBG funds. No 2163 funds were used to assist households with eviction prevention during this time, but 40 additional households received Shelter Assistance from 2163 funds.

HOME BASE Connections is able to provide WRAP-AROUND SERVICES with other contracts that BFCAC has to operate with.

- HOME BASE Connections provided 475 hours for Benton County residents and 109 hours for Franklin County residents of one-on-one Life Skills Counseling for clients and 21 hours of core classes were available which included personal finances, soft skills assessment, and Landlord Tenant Laws.

- 32 households received rental assistance vouchers providing them safe, clean and affordable housing; of those we assisted 2 households were provided utility and/or rental deposit assistance enabling them to secure housing and utilities.

- Self-Sufficiency (20/80 Program) helped an additional 36 households on their way to self-sufficiency with long-term case management effecting 62 individuals within those households; 5 are now employed full-time and 3 employed part-time and paying the rent on time. Self-Sufficiency participants use the 20/80-program design.

- Housing Stability Plans were developed for 36 additional households, setting long-term and short-term outcome goals for working toward self-sufficiency.

- Four (4) additional clients obtained their GED this quarter for a total of thirteen (13) this contract year.

- Housing Taskforce held regular meetings on July 9th and September 10th. Staff provided housing information, worked with or attended the following meetings: Two Mental Health Housing Options meetings, one Youth Shelter meeting, Measuring Outcomes in Ending Homelessness, and Audio Conference on Rural Counts. Debra Biondolillo, Housing Department Director and Cricket Cordova, Continuum of Care Manager staffs the Taskforce, Sub-Committees and Workgroups.

- The Taskforce Sub-Committee reviewing the 10 Year Plan has been meeting to gather information for updating the plan. The committee met on August 14th, September 3rd and September 18th. Assignments were made and information is being gathered to update the Ten-Year Plan. Staff will report on goals completed during the first three years and recommend new and additional goals for the next seven years to be submitted to, reviewed and approved by the Bi-County Commissioners.

Other Housing Programs administered by Benton Franklin Community Action Committee providing services under the HOME BASE Connection One-Stop Center provided the following services during first 3 Quarters of Fiscal Year 2008:

(HUD funded) Bateman House 1 Project has provided permanent subsidized housing for 27 individuals who were chronically homeless, clean and sober and former substance abusers. Twelve (12) have secured part-time employment and three (3) have full time employment. BFCAC provided 330 hours of one-on-one Life Skills. Three clients are attending post education at Columbia Basin College and 4 are working on their GEDs.

Bateman House I Project is in its 7th year and BFCAC has completed the Renewal Application for 2009.

(HUD funded) Bateman 2 Project has provided permanent subsidized housing for 70 individuals who were chronically homeless and mentally ill. BFCAC provided 397 hours of one-on-one Life Skills. Mental Health counseling is coordinated with Lourdes Counseling Services.

(CTED funded) Transitional Housing Operating Rents (THOR) has provided subsidized housing for 13 families with children with 40 members in the households. Nine (9) have secured part-time employment and thirteen (13) have full time employment. Two clients are attending post education at Columbia Basin College. BFCAC provided 70 hours of one-on-one Life Skills and 25 hours of computer training.

(CTED funded) Tenant Based Rental Assistance (TBRA) has provided subsidized housing for 50 families with children with 144 members in the households. Eleven (11) have secured part-time employment and nine (9) have full time employment. Fourteen (14) clients are attending post education at Columbia Basin College and 29 are working on their GEDs. BFCAC provided 576 hours of one-on-one Life Skills and 106 hours of computer training.

(HUD funded) CHOICES 1 (Started Aug 2008) has provided permanent subsidized housing for 40 individuals who were chronically homeless and mentally ill at scatted sites. BFCAC provided 56 hours of one-on-one Life Skills and two are working on their GED. Mental Health counseling is coordinated with Lourdes Counseling Services.

(HUD funded) CHOICES 2 (Started July 2008) has provided permanent subsidized housing for 11 individuals who were chronically homeless and mentally ill. BFCAC provided 24 hours of one-on-one Life Skills. Housing is provided in coordination with Greg Dow, owner of the Elijah House in Richland, which provides 8 beds (formerly the Jadwin House) with the remainder at scattered sites. Mental Health counseling is coordinated with Lourdes Counseling Services, Catholic Family Services and Nueva Esperanza Counseling Services through a Memorandum of Understanding.

(CTED funded) HGAP Jail Release Program has provided 69 individuals and 9 families with services and completed intake and assessment on 112 households. Twenty-six (26) have secured part-time employment and thirty (30) have full time employment. 14 clients are working on their GEDs. BFCAC provided 314 hours of one-on-one Life Skills.

(Franklin County funded) Franklin County Affordable Housing (2060) has provided subsidized housing for 59 families with children with 134 members in the households. Twelve (12)) have secured part-time employment and sixteen (16) have full time employment. Four clients are attending post education at Columbia Basin College and eight (8) clients are working on their GEDs. BFCAC provided 176 hours of one-on-one Life Skills.

(CTED, FEMA and City of Richland CDBG funded) Emergency Shelter Assistance (ESAP funding has provided 1,282 individuals within 459 households with 31,582 bed

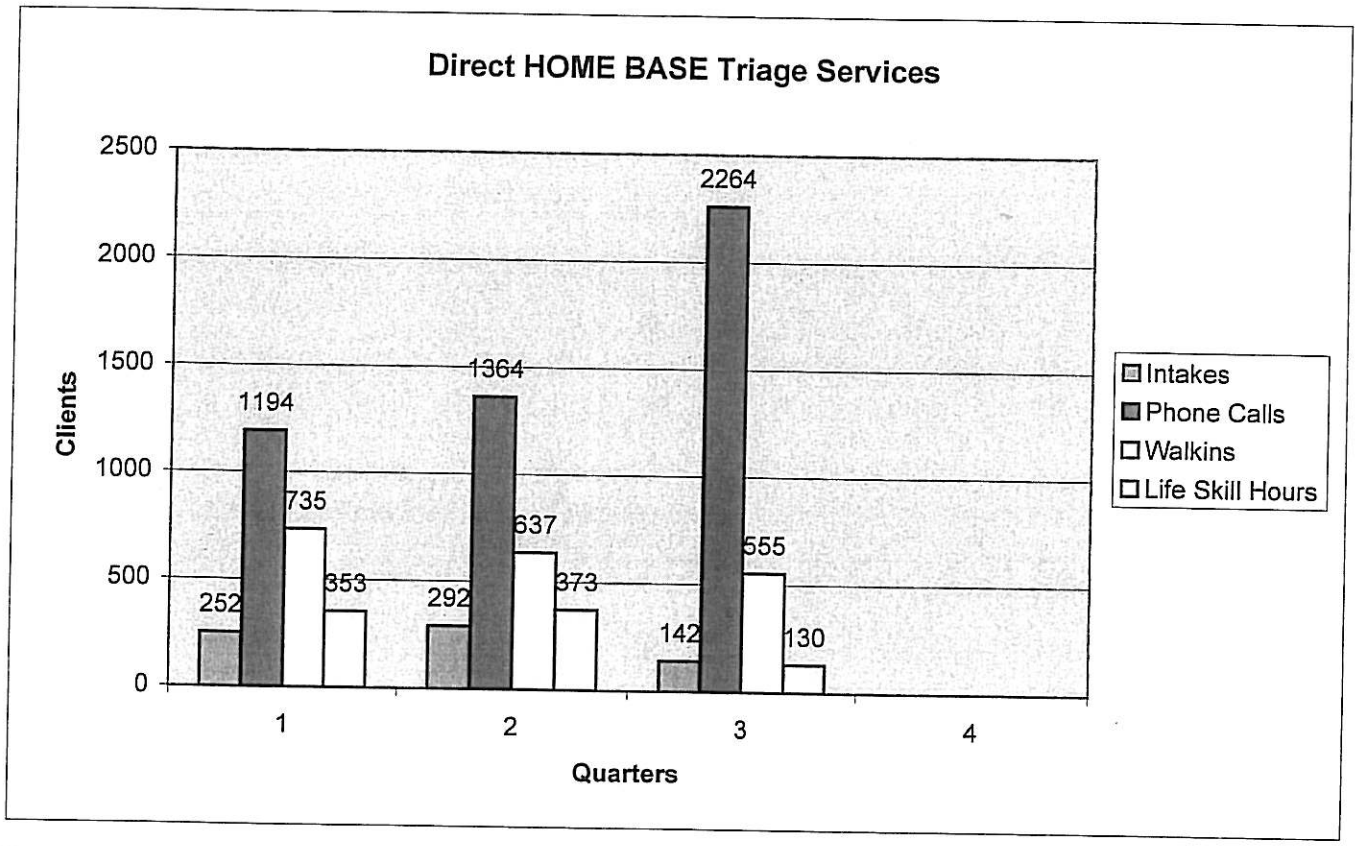
nights to prevent homelessness. Services provided are Shelter (motel vouchers) Eviction Prevention and First Month Rent assistance.

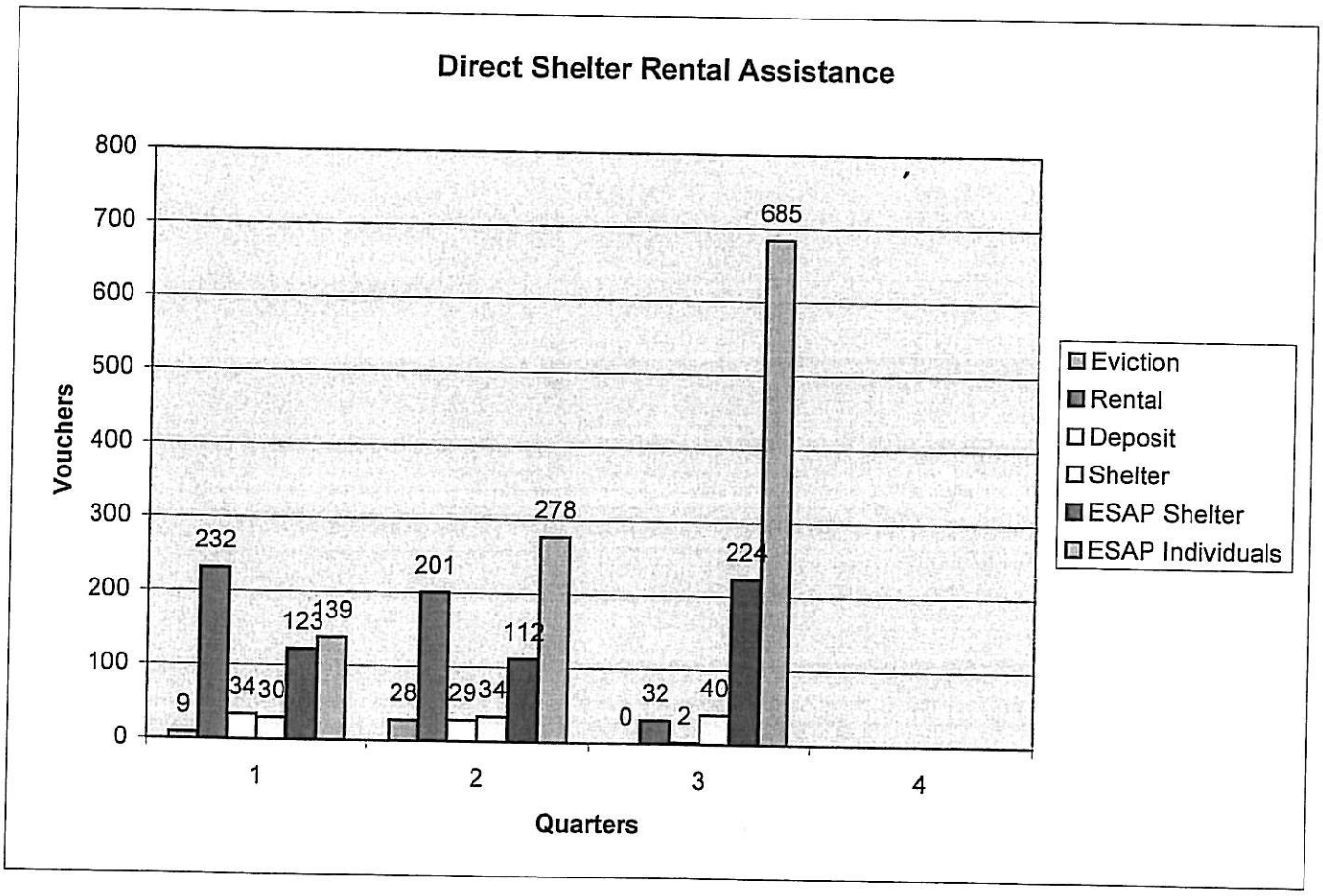
BFCAC is the leader in 'Providing Pathways Out of Poverty' for Benton and Franklin Counties.

If I can be of further assistance feel free to call or e-mail.

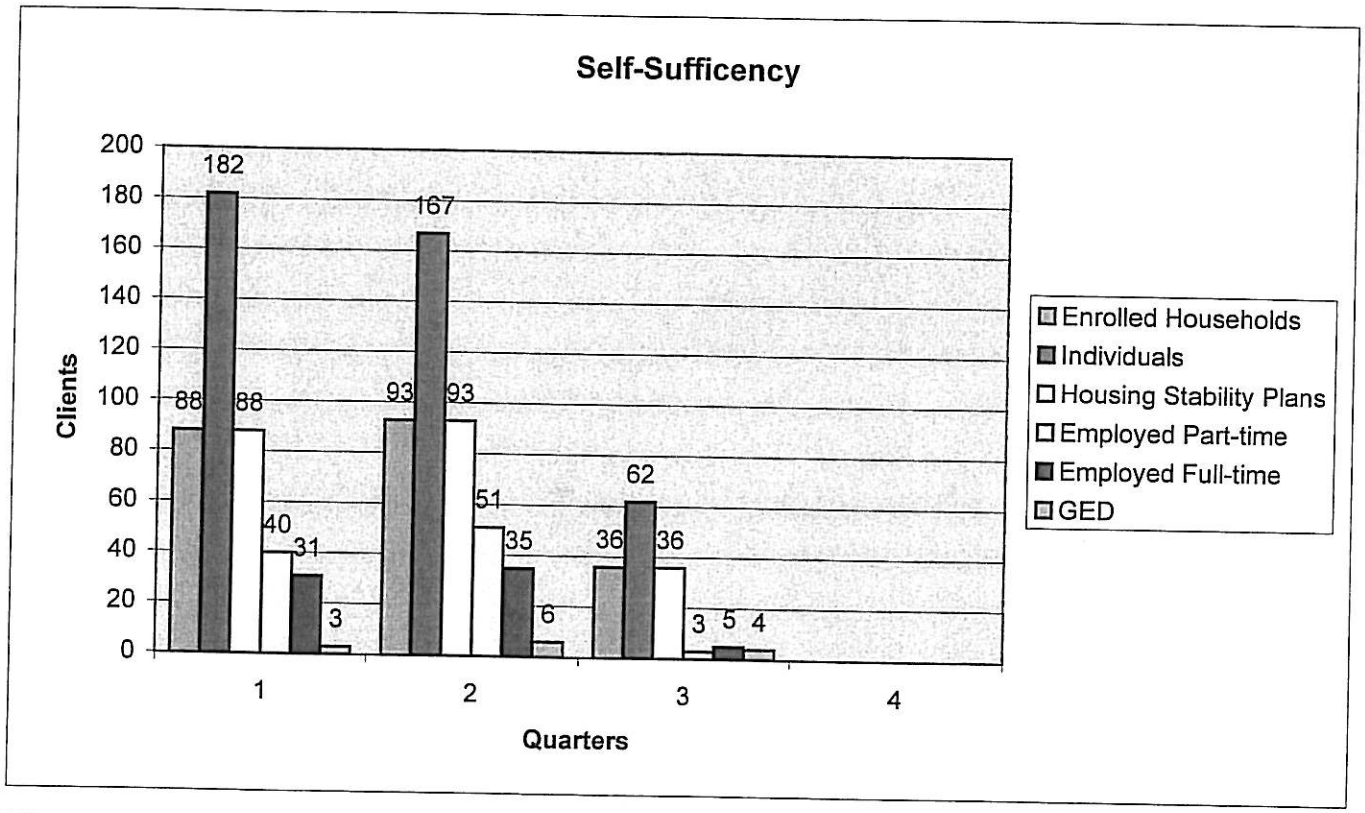
Judith A. Gidley, Executive Director
Benton Franklin Community Action Committee
(509) 545-4042
jgidley@bfcac.org

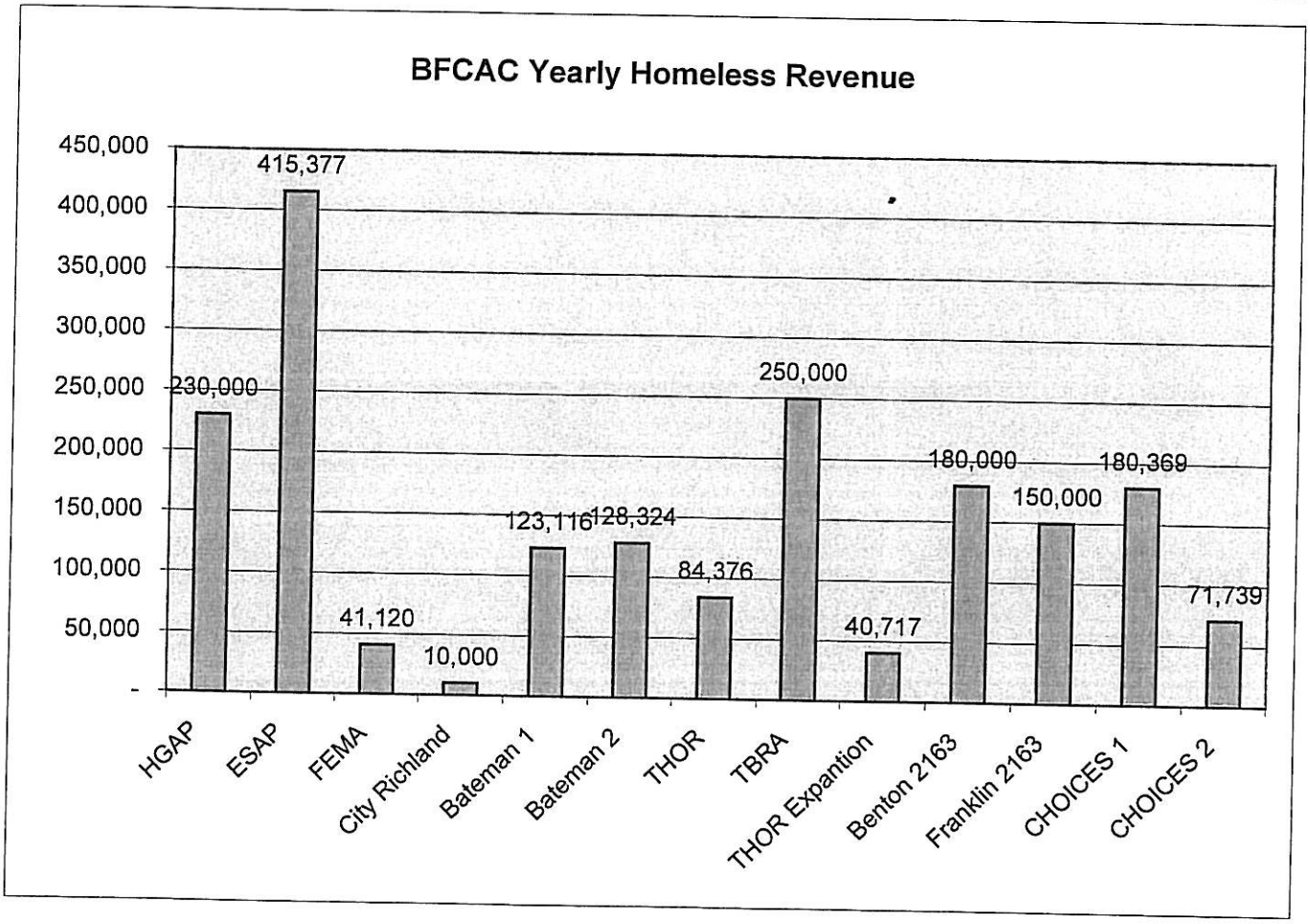
Benton and Franklin Counties 2163 Services Report





Benton and Franklin Counties 2163 Services Report





10:10

TO: Benton County Board of Commissioners

FROM: Ken Williams Ken

DATE: Wednesday, November 19, 2008

SUBJECT: Economic Impact of Sundowns Horse Racing

Spring of 2005 I undertook an empirical study of horse racing's impact on the Tri-City economy, and a short power point presentation was put together showing this impact.

It is estimated the short five weekends of racing injects close to two million dollars annually and forty-two million over the past twenty-two years. Directly affected are motels, restaurants, feed stores, grocery stores, and hay farmers. Indirectly affected are farmers who raise oats and corn. Unlike buying hay, trainers and owners do not go directly to the farms to buy their grain. They buy it from the feed stores.

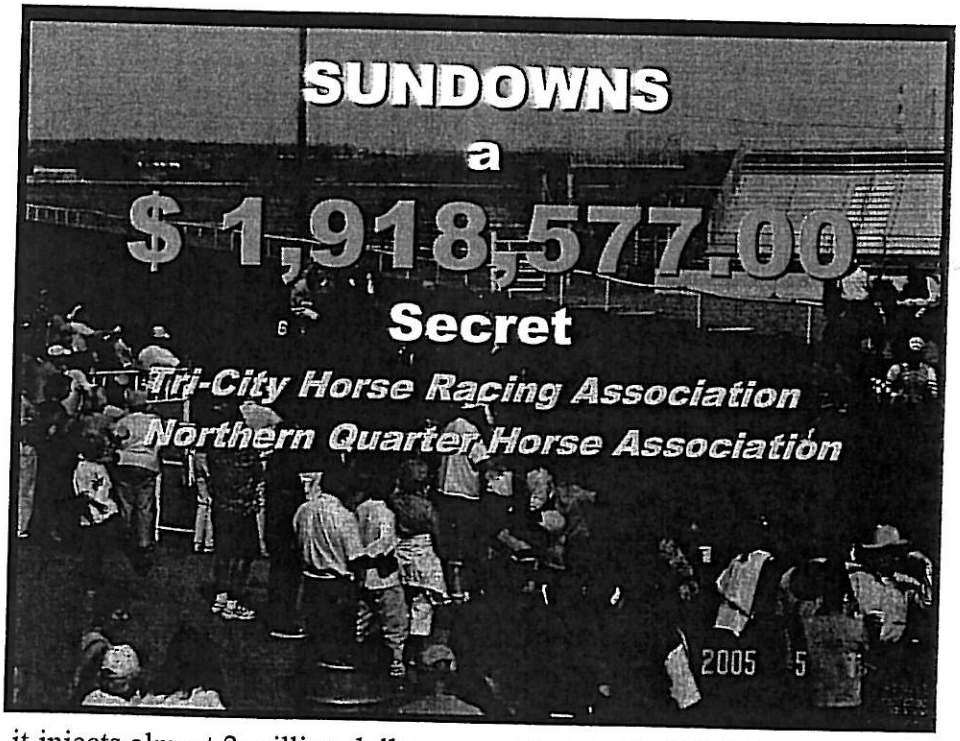
Perhaps the two most misunderstood aspect of horse racing at Sundowns deals with the money generated by horseracing and the handle. The estimated two million annual dollars are not dollars that are filtered through Tri-City Horse Racing Association. It is simply money that would not exist if horseracing at Sundowns didn't exist.

As to the handle, this is the most misunderstood segment. The vast majority of the public believes Tri-City Horseracing keeps the majority of the money bet at Sundowns. Not the case. Whereas the State returns only 60% of the money bet on Lotto, Sundowns returns 80% to its bettors. The State allows only 19% of the money bet at Sundowns to be given to Tri-City Horse Racing. From this 19%, are deducted all the expenses for operating the first outside family orientated event of the year. Every year the Association operates on just a $10,000.00 carry over.

In determining horseracing's impact, it is necessary to calculate how much money comes from local race horse owners and from owners who live outside the Tri-Cities. In talking with some local owners, it was ascertained local owners own, at the most, 25% of the horses racing and training at Sundowns. Which means, 75% of the money generated by horseracing comes from elsewhere, and is considered "new money".

New money has a tremendous impact. When new money is circulated through a community, it multiplies. Although others may use a multiplier as high as seven, a factor of three, after talking with the Tri-City Visitor and Convention Bureau, was used in this study. In other words, each dollar of new money spent here, becomes three dollars to our community.

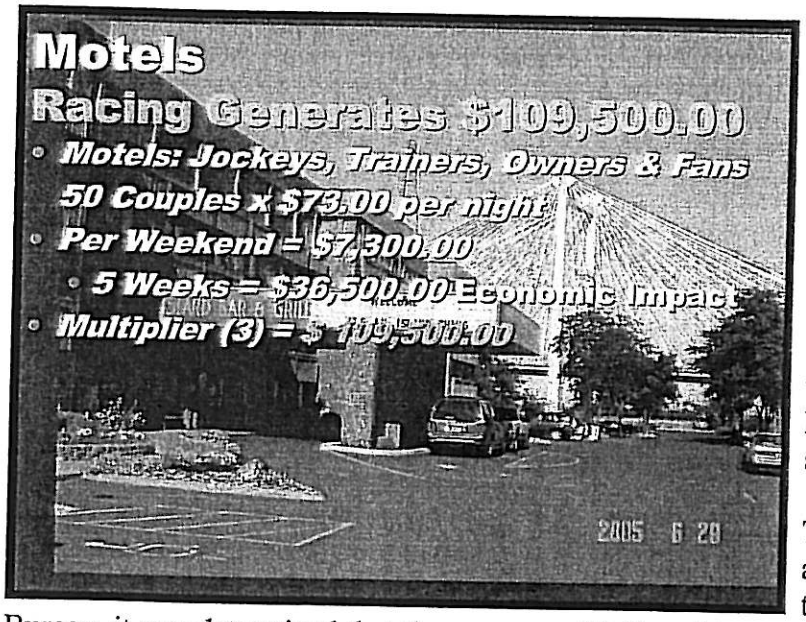
The primary purpose of this presentation is to bring awareness to this secret at Sundowns, and show springtime horseracing at Sundowns provides an excellent family outing.



The best way to disclose this Secret is to show how Tri-City Horse Racing Association annually brings in two million dollars to the Tri-City economy. In reading the following, please keep in mind that the comments are my owned and is based on an empirical study that I did in 2005.

The Tri-City Horse Racing Association is a non-profit organization that was formed in 1986. The single objective of Tri-City Horse Racing Association is to conduct a Spring meet. Although the race meet is just 5 weeks long, it injects almost 2 million dollars annually into the Tri-Cities' economy. Since providing the public with a spring time entertainment for the past 22 years, Tri-City Horse Racing Association has brought in at least forty two million dollars to the Tri-City economy.

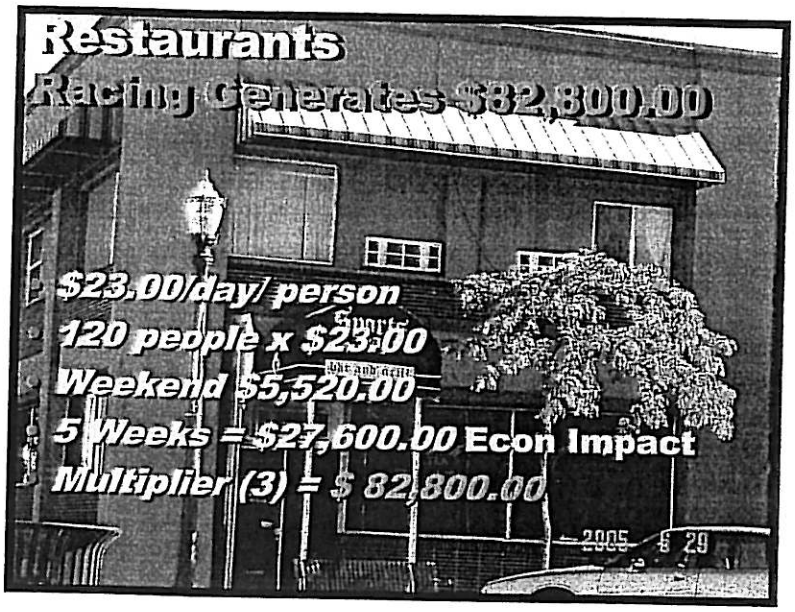
This money does not pass through the pockets of the Tri-City Horse Racing Association. This is money that would not be coming into the Tri-Cities if not for racing at Sundown. The money generated in this short five weeks affects many local business areas. The Spring meet begins the first full April weekend and culminates on Kentucky Derby weekend.



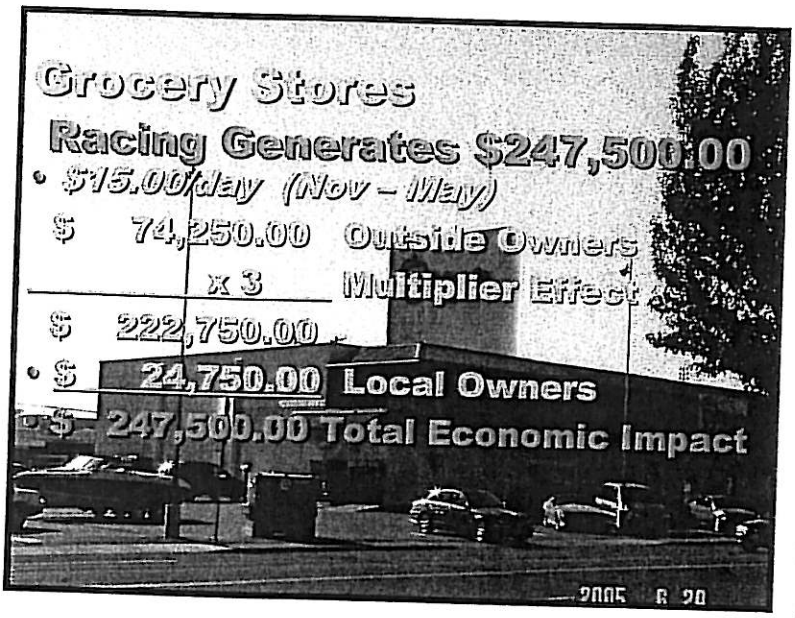
During this five-weekend period, owners come in from outside the Tri-Cities to watch their horses run, and they don't come alone. They bring their husbands, wives and friends to spend the night or the weekend.

75% of the 120 plus horses that run each weekend are owned by people who live outside the Tri-Cities. It is my estimation that at least 50 couples spend the weekend here, and over a five-weekend period they spend $36,500.00.

This is new money to the Tri-Cities, and actually triples as it circulates. In talking to the Tri-Cities Visitor and Convention Bureau, it was determined that they use a multiplier of 3, and this figure was used in this empirical study to illustrate the impact horse racing brings to our economy.



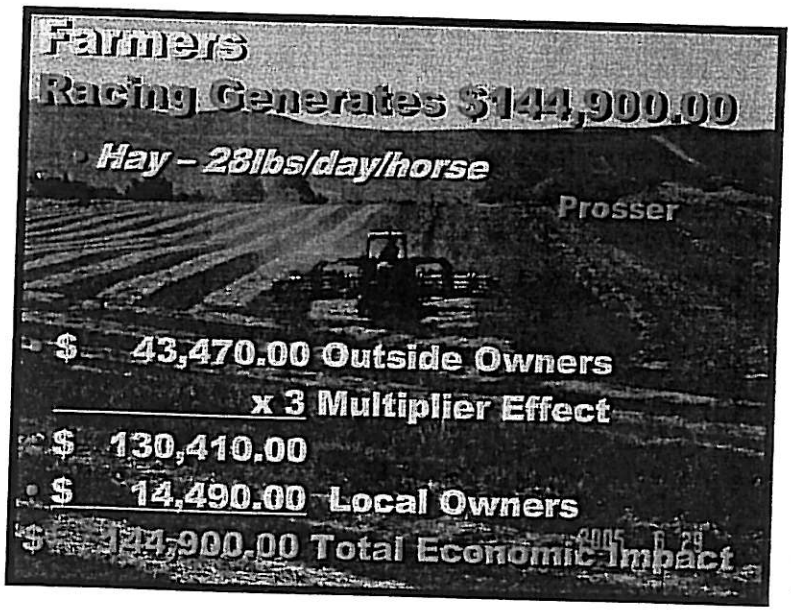
Between the owners, their families and friends; jockeys and their friends; and horse racing fans and their friends; it is conservatively estimated 120 people come from outside the Tri-Cities each weekend.



Although the Spring meet is only five weeks long, there are horses here from mid November to mid May. During the fall and early winter months two year olds are taught how to race, and experienced horses are based here for racing in Portland. Older horses which have been laid off are brought here to get back into racing shape.

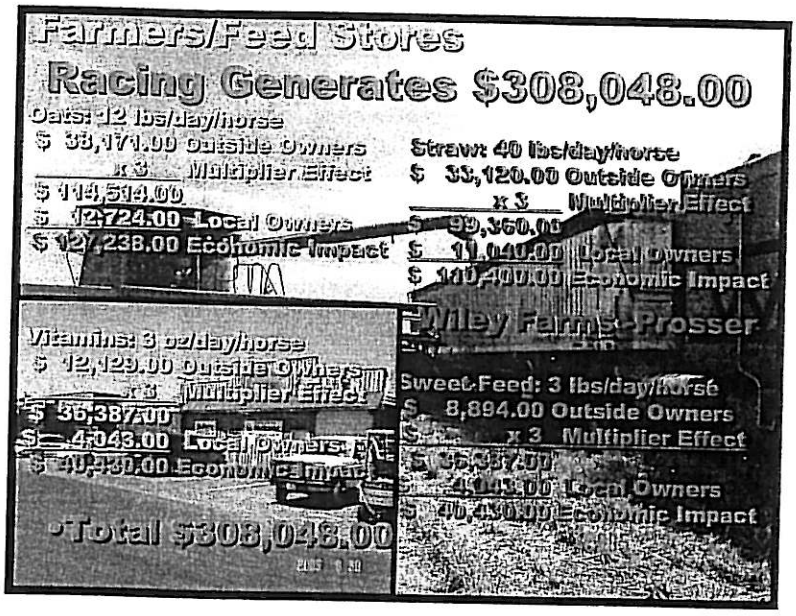
Through out this period, there are approximately 30 people who temporarily move here to prepare 100 plus horses. Trainers, jockeys, and grooms and their families make up the thirty people.

In talking to the manger of the Red Apple, it was determined the average person spends between $10.00 and $20.00 a day on groceries. 75% of the money these people spend is from owners living outside the area, and is new money that is circulated. The $247,500.00 doesn't include the money that is spent on gasoline, clothes and recreation.

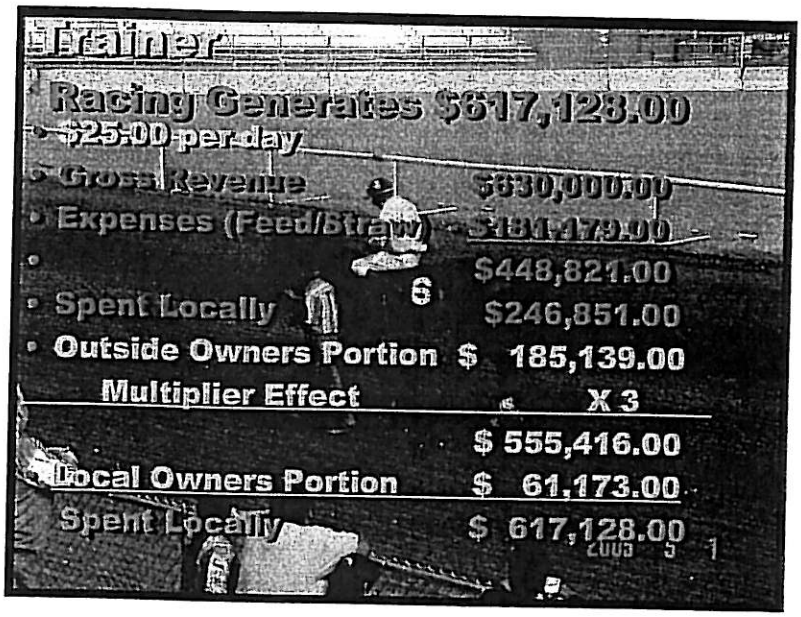


In the Fall and early winter training season, there are approximately 100 horses in training **throughout the Tri-Cities,** and from March to mid May there are 200 plus horses participating in the Spring meet. A ton of hay currently costs $200.00 and above. However, $150.00 per ton was used here.

The total amount of money spent on hay is $57,960.00. 75% of the money comes from owners who live outside the Tri-Cities. As this new money travels through the Tri-Cities, it increases to $130,410.00. Adding the amount spent by local owners, brings the total to $144,900.00.

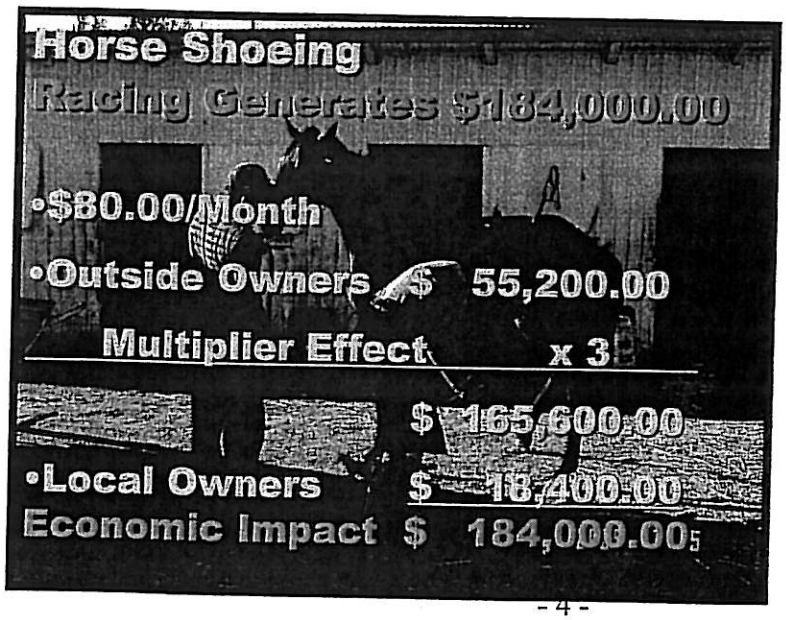


The owner of the Finley Shopper said that during the Spring meet 40% of his business is selling feed to horse trainers. In just over a 7 month period, this one item creates over a quarter of a million dollars for our local area..

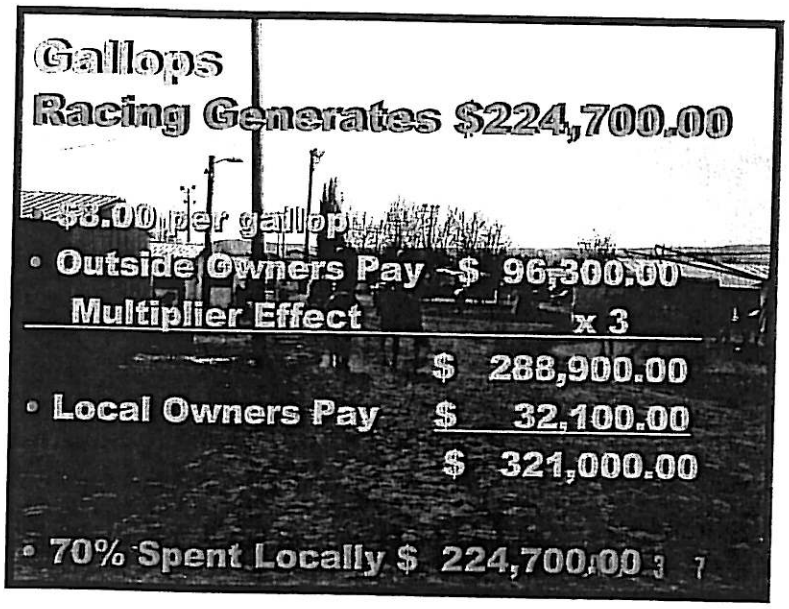


Trainers at Sundown generally charge $25.00 a day. Deducted from their gross revenue is hay, grain, supplies and employees. Trainers must pay for their personal expenses such as a place to live, groceries, gasoline, vehicle repair, phone, utilities and so on. Owners pay for other expenses such as shoeing and vet work.

Again, 75% of the trainer's net revenue comes from owners who live outside the Tri-Cities. It certainly would be nice if all of this money was spent in the Tri-Cities, but this would not be reasonable. However, it is reasonable to expect that at least 55% of this new money is spent locally. Which turns into a benefit of almost three-quarter of million dollars to the Tri-Cities.

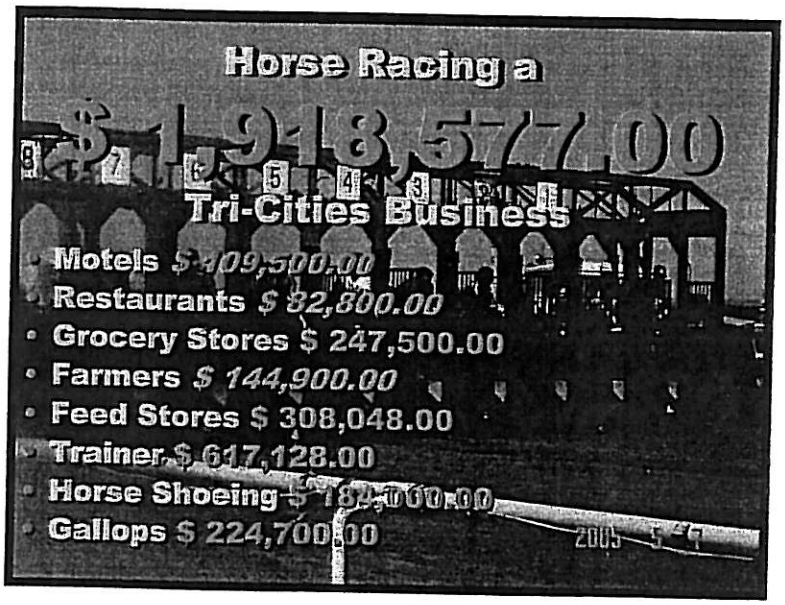


During the winter, hoofs grow slower, and usually needs to be reshoed every 4 weeks. During the spring, the hoof growth is a little faster and it is not unusual to need new shoes on a three week cycle. For ease of figuring, a monthly schedule was used. The cost of shoeing is borne by the owners, and local horseshoers do the vast majority of the shoeing.



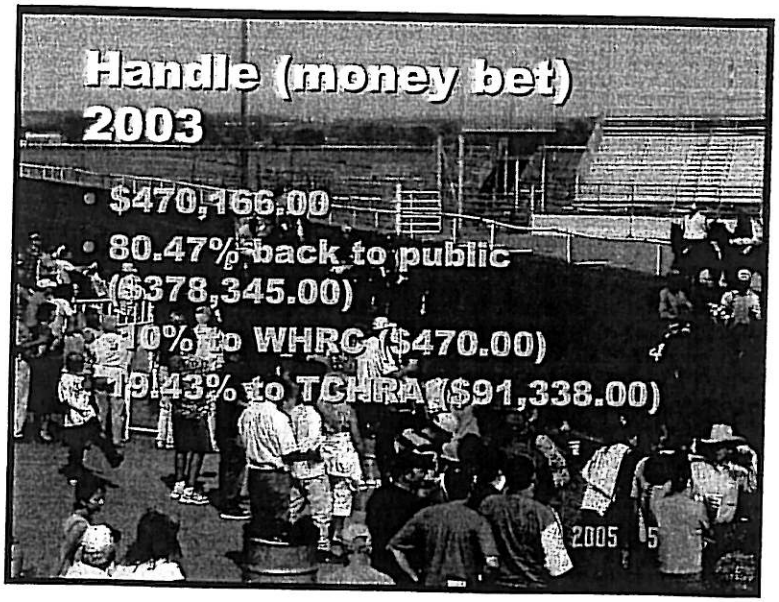
To get horses into shape and to keep them sharp takes months of galloping around the track. Two year olds are taught how to relax in the gate, how to stand in the gate, and how to break from the gate.

This work is done by jockeys, and are generally done by jockeys who live here in the Tri-Cities. However, there are several jockeys who temporarily move here to work horses during the winter and during the spring meet. It is for this reason that 70% instead of a 100% was used to determine the amount spent here locally.



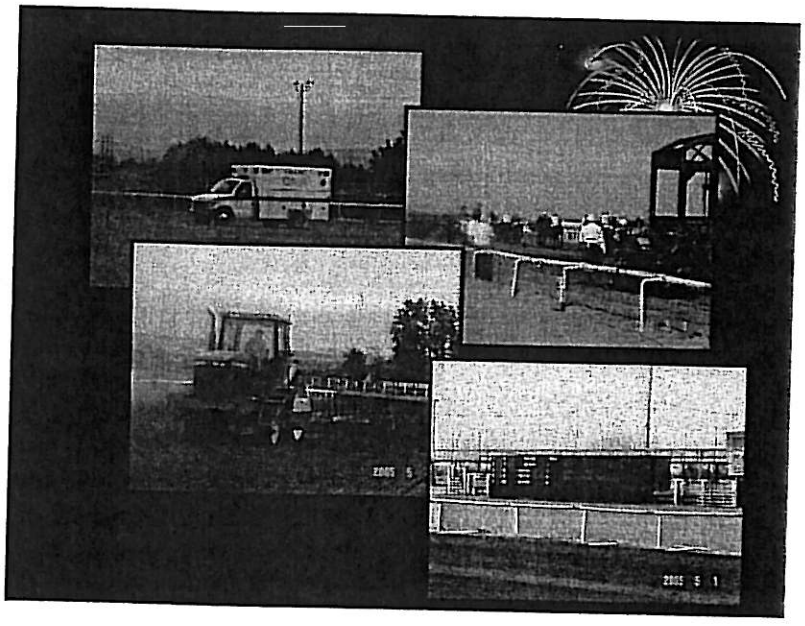
This money does not include the amount of money spent on gasoline. It doesn't include the amount of money that is spent on clothes nor other personal items that are bought from November to May. Nor does it include the money bet during the races.

No part of the money created by horse racing belongs to the Tri-City Horse Racing Association. The money the Association operates on comes primarily from the Handle. The Handle is the amount of money bet during the race day or meet.

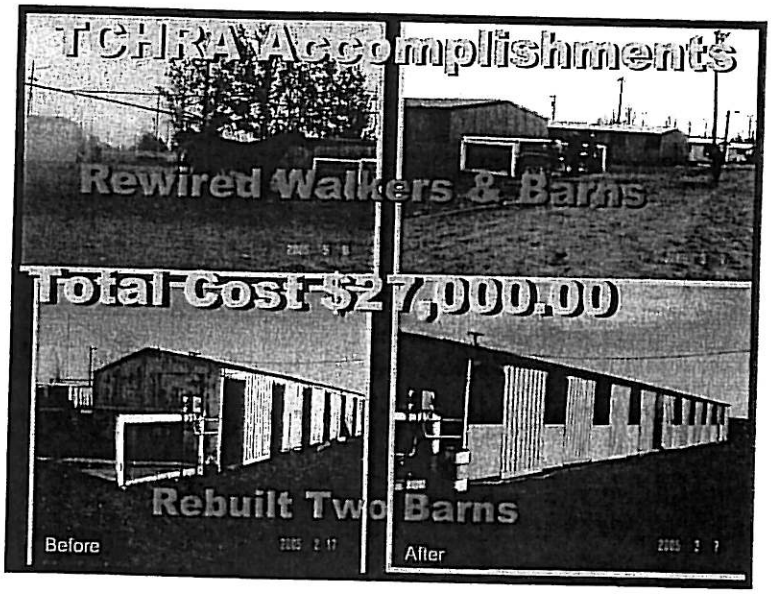


The $470,166.00 Handle for the 2003 spring meet is typical.

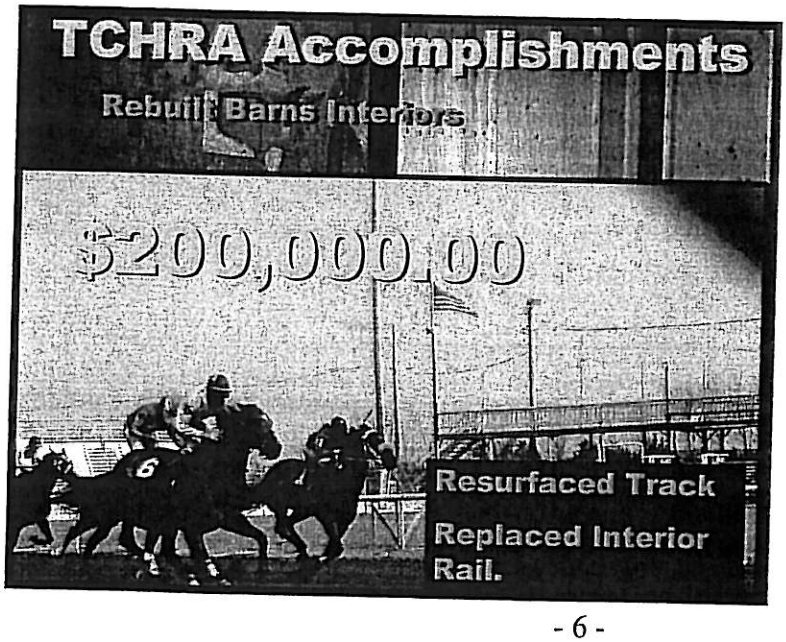
- **<u>80% of the handle is returned to the public.</u>**
- 1/10 of a percent is given to the WHRC
- The remaining 19% represents the major portion of the Association income.



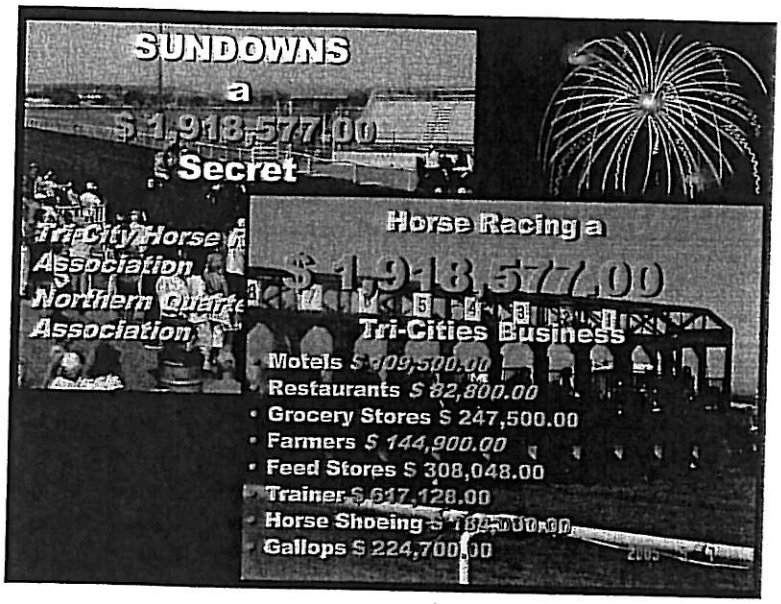
From the 19% Tri-City Horse Racing Association must pay its expenses some of which are: Salaries, Insurance, County Lease, Ambulance, Race Crew, Tote Board, Starting Gate, Purse, and etc. The Tri-City Horse Racing Association operates on an annual carryover of only $10,000.00.



In September, shortly after the 2004 Fair was over, the Washington State Electrical Inspectors condemn the wiring for all horse barns and all horse walkers. In order for the Spring 2005 meet to occur, the wiring had to be completed. Had this not been accomplished, not only would there not been any racing, the County would have had to do the rewiring before the Fair could use the barns for their 2005 Fair. $17,000.00 came from Miss Abigail Kawananakoa, owner of Kennewick Quarter Horse Farm, and the IBEW , Electrical Local 112 Apprentices donated their Labor worth $10,000.00. Additionally, 2 barns were gutted and painted.



Recently, the Washington Horse Racing Commission, provided $200,000.00 to replace the inner rail, resurfaced the track, and repaired some more barns.

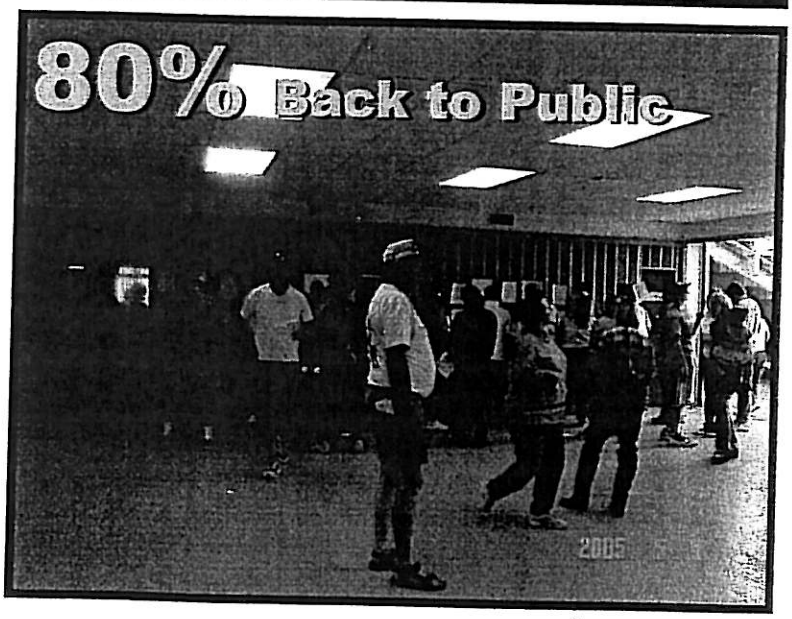


Hopefully, this presentation has shown the value of Tri-City horse racing.

Horse Racing is a viable part of our local economy, it provides very affordable and excellent weekend entertainment.

From November to May, trainers, jockeys, and vets come from all over to get horses ready for the 5-week spring meet. One trainer comes from Canada and brings 20 horses to get ready for the Canadian race season. Likewise, owners and fans arrive from various places to watch and bet on their favorite horses.

Though horseracing has brought 42 million over the years into the Tri-Cities not one cent went to Tri-City Horse Racing Association.



Remember 80% of the money bet is returned to the public. The Lotto only returns 61% to the public.

10:25

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, DISTRICT COURT, DEPT. 111, BUDGET IN THE AMOUNT OF $10,100

WHEREAS, District Court has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 111, in the amount of $10,100; and said supplement is for professional services for certified interpreters; and,

WHEREAS, a public hearing was held on Monday, November 24, 2008, at 10:25 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, District Court, Dept. 111, in the amount of $10,100 be approved per the attached request.

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

cc: Auditor; DC; Ivey; Supplement file

flores

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	Current Expense	Fund Number:	0000101
Dept Name:	District Court	Dept Number:	111

Request Summary

Expenditure

BARS Number	Item Name	Supplement Amount	Revised Budget
512.400.4103	Professional Services	10,100	78,700
	Total Supplement	$10,100	

Revenue

Fund Number	Item Name	Amount
338.12.0007	AOC Interpreter Cost - DC	10,100
	Total Revenue	$10,100

Basis for Supplement (Attach Documentation as Appropriate):
Benton County is currently reimbursed for certified interpreters, to meet the requirements for this funding District Court had to raise the hourly fee for our certified contracted interpreters from $40.00 per hour to $50.00 per hour. Although we are spending $10.00 per hour more we recieve back from the state $25.00 per hour.

Commissioners

CLAUDE L. OLIVER - ABSENT

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes:

CourtName	State Fiscal Year 2009 (7/1/08 - 6/30/09)			
	FY09 Need Based on FY08 Reporting	Originally Budgeted FY09	New Proposed Amounts	Difference
Benton County Superior Court	30,924	18,104	27,726	9,623
Benton County District Court	26,542	26,382	23,798	-2,584
Franklin County Superior Court	26,460	14,253	23,724	9,471
Franklin County District Court	5,018	15,206	4,499	-10,707
Benton/Franklin Co Juvenile Court	31,944	19,771	28,641	8,870
Connell Municipal Court	710	586	637	50
Pasco Municipal Court	19,000	14,698	17,035	2,337
Chelan County Superior Court	19,586	24,348	17,560	-6,788
Chelan County District Court	10,301	31,216	9,236	-21,980
Douglas County Superior Court	14,900	8,740	13,359	4,619
Douglas County District Court	15,611	13,319	13,997	678
East Wenatchee Municipal Court	206	624	185	-440
Clark County District Court	92,018	66,594	82,503	15,909
Kitsap County Superior Court	11,225	18,730	10,064	-8,665
Kitsap County District Court	6,418	22,725	5,754	-16,971
Bainbridge Island Municipal Court	440	1,332	394	-938
Bremerton Municipal Court	6,482	5,993	5,812	-182
Port Orchard Municipal Court	345	1,665	310	-1,355
Poulsbo Municipal Court	490	1,332	439	-893
Okanogan County Superior Court	14,003	15,982	12,555	-3,427
Okanogan County District Court	23,910	24,973	21,438	-3,534
Pierce County Superior Court	181,000	133,187	162,285	29,098
Skagit County Superior Court	15,150	9,989	13,635	3,646
Skagit County District Court	5,249	5,355	4,724	-631
Anacortes Municipal Court	200	166	180	14
Burlington Municipal Court	2,048	2,739	1,843	-896
Mount Vernon Municipal Court	2,463	5,337	2,216	-3,120
Sedro Woolley Municipal Court	1,538	1,688	1,384	-304
Snohomish County Superior Court	48,000	24,973	43,037	18,064
Snohomish County District Court	73,800	48,947	66,169	17,222
Edmonds Municipal Court	1,312	3,996	1,176	-2,819
Everett Municipal Court	3,730	9,989	3,344	-6,645
Lynnwood Municipal Court	8,940	9,989	8,016	-1,973
Marysville Municipal Court	3,100	1,998	2,779	782
Yakima County Superior Court	75,600	93,231	67,783	-25,448
Grand Total:		**698,157**	**698,238**	

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, GIS DEPARTMENT 131, BUDGET IN THE AMOUNT OF $21,000

WHEREAS, the GIS Department has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, GIS Department 131, in the amount of $21,000; and said supplement will cover additional costs incurred in the orthophoto project; and,

WHEREAS, a public hearing was held on Monday, November 24, 2008, at 10:25 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, GIS Department 131, in the amount of $21,000 be approved per the attached request.

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

cc: Auditor; GIS; Ivey; Supplement file

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Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	Current Expense	Fund Number:	0000101
Dept Name:	GIS	Dept Number:	131

Request Summary

Expenditure

BARS Number	Item Name	Supplement Amount	Revised Budget
519.710.4103	Professional Services	21,000	86,000
	Total Supplement	$21,000	

Revenue

Fund Number	Item Name	Amount
341.75.0131	GIS Fees - non taxable	21,000
	Total Revenue	$21,000

Basis for Supplement:

This request is for an increase in funding to cover additional costs incurred in the orthophoto project. Hanford joined the project at the last minute, which increased the overall project costs. Hanford has already reimbursed the the County $26,000 for their portion.

Review Comments

Commissioners:

Auditor's Office:

Commissioners

CLAUDE L. OLIVER - ABSENT

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

10:30 am

EXECUTIVE SESSION
LITIGATION UPDATE

E HSU