August 24, 2009

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
August 17, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Steve Becken, Public Works; Sheriff Larry Taylor; Ed Thornbrugh, Human Services; Planning Manager Mike Shuttleworth; Treasurer Duane Davidson; Bryan Perry, Safety Coordinator; Eric Hsu, Office of Public Defense; DPA Ryan Brown; Erhiza Rivera and Nick Kooiker, Treasurer's Office.

Approval of Minutes

The Minutes of August 10, 2009 were approved.

Consent Agenda

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

Human Services

a. Agreement Amendment w/ Nueva Esperanza Counseling Center - Crisis Stabilization Beds
b. Agreement Amendment w/Nueva Esperanza Counseling Center - Substance Abuse Treatment
c. Agreement Amendment w/Division of Alcohol & Substance Abuse

Juvenile

d. Interagency Agreement for BECCA Programs & Services

Public Works

e. Contract Award – Webber Canyon Road Phase 2
f. Contract Award – Pavement Marking 2009

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

Office of Public Defense Update

OPD Manager Eric Hsu gave a mid-year update on the Office of Public Defense and briefly discussed the following:

- 2009 Highlights
  - Adoption of Ordinance
  - Hiring of two staff attorneys to handle district court cases and compliance cases
- New case management system
- Approval of investigator contracts
- New program for initial appearances for in-custody arraignments
- District Court walk-in arraignments (working on consolidation of dockets)
- Superior court walk-ins (less of a priority – will look in 2010 about coverage from staff attorneys)
- Indigency screening – use of DMED in place; within a month will give a report
- No more verbal contracts in place

Animal Control Update

Sheriff Taylor discussed with the Board a proposal to create a Benton County animal enforcement division within the Sheriff's office. He proposed building a 40 x 80 pole building on property located at the Benton County Fairgrounds. He said the property was currently zoned "open space", however, the City would be open to rezoning proposals in September and that water and electricity were available. Additionally, he said that County staff could build the kennel cages and the Sheriff's Office was given portable cages to handle the recent transfer of dogs that were taken into custody by Benton County. He also indicated that he had used vehicles that could be converted into apprehension vehicles. He proposed one full-time and one part-time employee to work at the site, along with help from the work crew that was currently located at the Fairgrounds to assist with maintaining the facilities and caring for the dogs.

Sheriff Taylor said he supported the ordinance for dog control as written, but did not feel there was a need for cat control. He said the Sheriff's office would continue to address the cats that were injured or killed along County roads and in those extremely rare instances, state law addressed the issue of cats. He requested the Board put this issue on the fast track, approve the schematic design, and let his office take charge and work with the appropriate Commissioner and Facilities staff.

Commissioner Beaver read his letter to the Board requesting the Board accept the proposal from Sheriff Taylor to provide an animal control facility.

Commissioner Bowman discussed his concerns of barking dogs bothering neighbors, annual costs, and whether or not the employees would be deputized. Sheriff Taylor said the building would be well insulated and the dogs would be inside the building at night. He said they would

need a contract in place with a veterinarian and estimated the annual cost of operation at considerably less than $200,000 a year. Additionally, he said the employees would have a limited commission as animal control officer to enforce the ordinance.

Chairman Benitz said the proposal was cost effective and he was in support of moving forward.

MOTION: Commissioner Beaver moved to approve the issue be put on a fast track, prepare a Request for Proposal for construction, and have the county resources work together to come up with a plan. Commissioner Bowman seconded and upon vote, the motion carried.

Animal Control Ordinance

Adam Fyall presented two animal control ordinances, one including cats and one excluding cats. Commissioner Beaver said he was in favor of the proposal for "dogs only". Commissioner Bowman said he would rather include the cats, but would not circumvent the decision. Chairman Benitz said he wanted to start with the dogs and revisit other animals in the future if needed. Additionally, he wanted to work out the impoundment fees to include vet and food costs and that he would advocate raising the penalty and fees costs in the future.

The Board agreed it would like to see costs over a 12-month period before addressing fee increases.

The Board briefly recessed, reconvening at 10:11 a.m.

Tiger Grant Application

Steve Becken presented information about an application for a Tiger Grant for $20 million to construct the Red Mountain Interchange. He said he did not believe there was adequate time to hire a consultant and would need to put an employee on the project full-time. However, he said he could investigate whether hiring a consultant could be done expeditiously.

Commissioner Bowman said he believed it would be a good idea, even to spend the money as a first application to get the work completed and would authorize an amount up to $10,000 for a consultant. Commissioner Beaver said he believed the County would only be spinning its wheels and was not in favor of moving forward. Chairman Benitz said he did not believe they could get the application prepared in time and would not authorize moving forward.

Consolidated Crisis Response Facility

Commissioner Beaver requested the Board approve sending a letter to Franklin County Commissioners about Human Services taking a leadership position on the Consolidated Crisis Response Facility. He requested an analysis of the project to see if it was viable and wanted them to give a presentation to the Board and the Bi-County Boards.

The Board agreed to send a letter to Franklin County Commissioners requesting their approval to ask Human Services to provide a business plan for the Consolidated Crisis Response Facility. Commissioner Beaver and David Sparks stated they would put the letter together.

Exempt Well Restrictions

Chairman Benitz discussed the exempt well restrictions and application process. He requested the Board approve a letter be sent to Kittitas County regarding the proposed memorandum of agreement and WAC code changes. Commissioner Bowman discussed his concern regarding the WAC language and agreed that Benton County should be involved in the process. Commissioner Beaver also concurred the issues should be identified and addressed.

Chairman Benitz said he would personally take the letter to the meeting the next night and would also share it with local jurisdictions.

Kennewick Southridge Revitalization Area – Interlocal Agreement

David Sparks presented the interlocal agreement for the partnership with the City of Kennewick in the development of the Southridge area.

Bob Hammond, City Manager for City of Kennewick, said he appreciated the efforts of Benton County staff in getting the interlocal agreement accomplished.

MOTION: Commissioner Bowman moved to approve the Interlocal Cooperation Agreement with the City of Kennewick Relating to Southridge Revitalization Area. Commissioner Beaver seconded and upon vote, the motion carried.

Executive Session – Pending County Claim

The Board went into executive session with DPA Ryan Brown at 10:54 a.m. for approximately five minutes to discuss a county claim. Also present were Melina Wenner, Bryan Perry, David Sparks, Cami McKenzie, and Loretta Smith Kelty. The Board came out at 10:56 a.m. and Mr. Brown stated that no decisions were made.

The Board recessed until 11:00 a.m.

County Claim CC 09-15

MOTION: Commissioner Bowman moved to deny County Claim CC 09-15. Commissioner Beaver seconded and upon vote, the motion carried.

Claim for Damages

CC 09-19: Received on August 14, 2009 from Brian Hazzard

Vouchers

Check Date: 08/11/2009
Warrant #: 930390
Total all funds: $579.80

Check Date: 08/11/2009
Warrant #: 930391
Total all funds: $891.08

Check Date: 08/14/2009
Warrant #: 930554-930819
Total all funds: $1,026,393.22

Check Date: 08/15/2009
Taxes #: 10109084-10109085
Total all funds: $36,836.45

Check Date: 08/15/2009
Warrant # 224795-225036
Total all funds: $113,939.42

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

Resolutions

09-526	Agreement Amendment w/ Nueva Esperanza´ Counseling Center - Crisis Stabilization Beds
09-527	Agreement Amendment w/Nueva Esperanza Counseling Center - Substance Abuse Treatment
09-528	Agreement Amendment w/Division of Alcohol & Substance Abuse
09-529	Interagency Agreement for BECCA Programs & Services
09-530	Contract Award – Webber Canyon Road Phase 2
09-531	Contract Award – Pavement Marking 2009
09-532	Interlocal Cooperation Agreement with City of Kennewick – Relating to Southridge Revitalization Area to Use Local Revitalization Financing
09-533	Denial of County Claim CC 09-15

There being no further business before the Board, the meeting adjourned at approximately 11:00 a.m.

Clerk of the Board

Chairman

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Monday, August 24, 2009
Benton County Courthouse, Prosser, WA

9:00 AM Call to Order
Approval of Minutes
Review Agenda

CONSENT AGENDA

Auditor

a. Election Management Systems Work Order w/ DFM Associates

Board of Equalization

b. Notice of Approval to Hear Property Tax Appeals

Central Services

c. Copier Lease Agreement w/IKON Office Solutions

Facilities

d. Fourth Agreement Amendment w/Cascade Fire Protection, Inc.

Human Services

e. Personal Service Agreement w/National Alliance for the Mentally Ill
f. Personal Service Agreement w/Richland Housing Authority

Juvenile

g. Agreement w/ Prosser School District for Truancy Program

Office of Public Defense

h. Contract Amendment w/Stacey McKinley

Public Works

i. Agreement w/David Evans and Associates, Inc. for Engineering & Design Services
j. Interlocal Agreement w/Port of Benton for Feasibility Study for Organic Waste
k. Agreement w/Parametrix, Inc. for Consultant Services on Feasibility Study for Organic Waste

Sheriff

l. Line Item Transfer, Fund No. 0000101, Dept 121

Treasurer

m. Professional Service Agreement w/Bid4Assets
n. Purchase of Office Equipment for the Treasurer's Office

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

9:05 AM	Fairgrounds Procedures Revisions - L Smith Kelty & L Ivey
9:20 AM	Coroner Department Update – R Corson
9:40 AM	Executive Session – Pending Litigation – R Brown
9:55 AM	Historic County Courthouse Rehabilitation Grant Program – L Smith Kelty & R Rogers
10:05 AM	City of Richland - Local Revitalization Financing – Gary Ballew
10:20 AM	a. Other Business b. Unscheduled Visitors

a.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN EMS WORK ORDER,

WHEREAS, the state of Washington, Office of the Secretary of State, pursuant to the Election Management System Services Convenience Contract, issued a Work Request No. WR-06 dated April 13, 2009 for the Benton County Auditor's Office (Purchaser) for the purpose of re-evaluating available Election Management Systems and Contractors to determine the one that best fits both state and County needs; and

WHEREAS, DFM Associates submitted a timely Response to Work Request WR-06 and is eligible by virtue of holding a First-Tier Convenience Contract 09-04 with the Office of the Secretary of State; and

WHEREAS, the Benton County Auditor evaluated all properly submitted Responses to Work Request WR-06 and has identified DFM and Associates as the apparently successful vendor; and

WHEREAS, the Benton County Auditor has determined that entering into a Work Order with DFM and Associates will meet the County's needs and will be in the County's best interest; NOW, THEREFORE,

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the EMS WORK ORDER between DFM ASSOCIATES and the BENTON COUNTY AUDITOR'S OFFICE.

Dated this _____day of August, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

COPY

Cc: B. Gagner, Auditor; File; B. Chilton

Chilton

COPY

STATE OF WASHINGTON OFFICE OF THE SECRETARY OF STATE EMS WORK ORDER	COUNTY WORK ORDER NO.	CONTRACTOR'S OSOS EMS CONVENIENCE CONTRACT NO.
	B-1	09-04

SECTION 1: PARTIES

This Work Order (Contract) is entered into by and between Benton County Auditor's Office located at Prosser Courthouse, 620 Market Street, Prosser, WA 99350 and DFM Associates a corporation licensed to conduct business in the state of Washington, located at 10 Chrysler, Irvine, CA 92618.

SECTION 2: PURPOSE

WHEREAS the state of Washington, Office of the Secretary of State pursuant to the Election Management System Services Convenience Contract issued a Work Request No. WR-06 dated April 13, 2009 for the Benton County Auditor's Office (Purchaser) for the purpose of re-evaluating available Election Management Systems and Contractors to determine the one that best fits both state and County needs.

WHEREAS DFM Associates submitted a timely Response to Work Request WR-06 and is eligible by virtue of holding a First-Tier Convenience Contract 09-04 with the Office of the Secretary of State.

WHEREAS the Purchaser evaluated all properly submitted Responses to WR-06 and has identified DFM and Associates as the apparently successful vendor.

WHEREAS the Purchaser has determined that entering into a Work Order with DFM and Associates will meet the Purchaser's needs and will be in the Purchaser's best interest.

NOW THEREFORE, the Purchaser awards to DFM and Associates (Contractor) this Work Order (Second-Tier Contract), in consideration of the terms and conditions contained herein, and combined with the terms and conditions accepted by the Contractor on First-Tier Contract 09-04 which is incorporated and made a part hereof, the Purchaser and Contractor mutually agree as follows:

SECTION 3: STATEMENT OF WORK (SOW)

SOW ARTICLE 1
DEFINITION OF TERMS

For purposes of this Work Order, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

"Computer Hardware" refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

"Computer Hardware Vendor" refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

"EIMS®" shall mean Contractor's proprietary software application solution.

"File Maintenance" refers to the ability to update a database.

"Initial Installation Fee" refers to the fee to be paid by the Purchaser to Contractor for the initial installation of any Specified Software.

"Lease Term" refers to the term of the lease between the Purchaser and Contractor regarding the Purchaser's right to use any Contractor Software.

"Manuals" refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular Contractor Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

"Monthly Fee" refers to the monthly charge by Contractor to the Purchaser for the right of the County to use any Specified Software.

"Programs" refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular Contractor Software.

"Software Enhancement" refers to the addition of a new Contractor Software Subsystem or the revision of any existing Subsystem for ıy particular Contractor Software.

"Software Maintenance" refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular Contractor Software mandated by new legislative enactments.

"Software Release" refers to the most recent revision of any particular Contractor Software.

"Specified Software" shall mean all software systems developed by Contractor that are provided to Purchaser pursuant to this Work Order.

"Specified Operating System Software" refers to the operating system software provided by a third party vendor for the Comp Hardware used by the Purchaser on which the Specified Software will operate.

"Subsystem" refers to any portion of any particular Contractor Software which is related to a specific functional area within the department of the Purchaser which is using the Specified Software pursuant to this Work Order.

"Third Party Software" refers to any software, the rights of which are owned or held by a corporation or entity other than Contractor.

"Third Party Software Vendor" refers to any corporation or other entity which has authorized Contractor as a reseller or grants Contractor the right to use and/or sublicense its software or which licenses the County directly to use its software.

SOW ARTICLE 2
COMPUTER HARDWARE AND THIRD PARTY SOFTWARE

2.1 System Installations. Purchaser shall be solely responsible for, and shall pay all costs associated with, the installation of the Computer Hardware and the installation of any Third Party Software and the integration and connection of the Computer Hardware with any other computer equipment and/or software owned, leased, licensed, sublicensed, used or operated by the Purchaser.

SOW ARTICLE 3
SEMAPHORE CORPORATION THIRD PARTY SOFTWARE

3.1 Requirement. The Semaphore Corporation ZP4 is a Third Party Software that is required to operate in conjunction with Contractor's Specified Software. Purchaser is solely responsible to acquire this software and install it in Purchaser equipment. Fees charged in acquisition of this software and annual fees shall be paid directly to Semaphore Corporation.

3.2 Management of the Integration and Operation of Specified Software and ZP4 Software. Contractor is responsible for any changes required in operation of Specified Software by changes caused by ZP4.

SOW ARTICLE 4
RIGHT TO USE SOFTWARE

4.1 Software. Contractor agrees to lease to the Purchaser, on a non-exclusive basis, the Specified Software identified on Exhibits A, B, C, and D and incorporated by reference hereto. The Specified Software and all prices and payment terms with respect thereto is set forth in Section 4, Compensation and Payment, of this Work Order. The Purchaser's rights to use any Specified Software are governed and restricted by the terms of this Work Order.

4.2 Installation of the Specified Software. On or before the installation date set forth on Exhibit D, or as soon thereafter as is reasonably practicable, Contractor shall install the Software. The Software shall be deemed to have been installed when the Purchaser is able to log into the EIMS and perform maintenance and look-up functions on its core databases.

4.3 Right to Use the Specified Software. Contractor grants to the Purchaser the nonexclusive right to lease and use the Specified Software on the terms and subject to the conditions set forth in this Work Order. The Purchaser's right to use and lease any Specified Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified Software and/or any of the Purchaser's rights hereunder or therein.

4.4 Software Releases. Contractor shall provide the Purchaser with all Software Releases for the Specified Software within one hundred twenty (120) days after the new Software Release becomes generally available to other Contractor customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the Software Releases will be coordinated by Contractor and a designated representative of the Purchaser.

4.5 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of Contractor.

4.6 Software Escrow. Contractor shall place in escrow with its designated third party escrow agent copies of all product documentation, technical support documentation, knowledge based articles or reference materials, patches, fixes, updates, schematics, component descriptions, and software source code for all EIMS software provided to Purchaser under this Work Order. This is a continuing obligation so that Contractor's escrow agent will have available to him or her not only all current documentation and code, but all such future documentation and code applicable to the EIMS software version(s) in use at any given time by the Purchaser. Should Contractor cease operations or otherwise become unable to, in accordance with the terms and conditions of this Work Order maintain and support the software installed, then in such case the Purchaser shall have the right of access to such materials retained by the escrow ag to the extent required to properly maintain and utilize said software.

4.7 Post Installation Services. Contractor agrees to provide the Purchaser with post-installation services as follows:

(a) Contractor agrees to provide maintenance of the Specified Software to correct program errors and to use good faith

reasonable efforts to correct compatibility problems among such Computer Hardware, Specified Third Party Software and the Specified Software, the cost of which is included in the Monthly Fee for such Specified Software; and

(b) Contractor agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified Software, the cost of which is included in the Monthly Fee.

4.8 Training. Contractor agrees to provide the Purchaser with the following training services with respect to Specified Software:

(a) Contractor will establish, with the help of a designated representative of the Purchaser, which users will participate in training and on which subsystems.

(b) Contractor will develop a training schedule with sufficient training to allow the department or agency of the Purchaser which will have primary responsibility for using the Specified Software to operate it.

(c) Contractor will conduct the actual training sessions, including "hands on" and formal classroom training, with the initial training to be on-site at the Purchaser's facilities.

User training costs for any Specified Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified Software are enhanced or changed to conform to new requirement, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

4.9 Limitation on Contractor's Obligations. Notwithstanding any other provision of this Work Order to the contrary, Contractor has no duty or obligation to perform any Software Maintenance or to provide the Purchaser with any Software Enhancements or Releases, or to provide any training to the Purchaser with respect to any Specified Software if the Purchaser fails or refuses to utilize the most current revision of the Specified Operating System Software required by Contractor; provided, however, in any event, Contractor shall give the Purchaser at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the Purchaser is then using, and Contractor shall consult with the Purchaser's user group regarding the scheduling of such changes.

SOW ARTICLE 5
OBLIGATIONS AND RESPONSIBILITIES OF THE PURCHASER

5.1 Access to Facilities. The Purchaser shall provide Contractor and its employees and authorized agents access to the Purchaser's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable Contractor to perform its obligations under this Work Order in an effective, efficient and professional manner. Access shall be provided during the Purchaser's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable.

5.2 Commercial Access. The Purchaser shall limit the commercial access to or use of any Specified Software without the prior written approval of Contractor, which approval may be conditioned by Contractor upon receipt of an acceptable sublicense agreement between the Purchaser and the proposed commercial user and the payment to Contractor by the Purchaser of a reasonable additional license and/or use fee with respect thereto. The Purchaser's obligation to limit commercial access or use is expressly restricted to those situations in which the Purchaser has actual knowledge of such commercial access or use and the Purchaser is not expressly precluded or prohibited by law from enforcing the provisions of this Article. For purposes hereof, the term "commercial access" means any access to or use of any Specified Software other than (i) by the Purchaser for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any Purchaser premises for which no consideration is paid, charged or received by the Purchaser. It is contemplated that a business which sells or uses the Purchaser's Data in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the Purchaser's facilities when it is accessing or using the Specified Software to examine the Purchaser's Data and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3 Specified Operating System Software. The Purchaser shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by Contractor at any time or from time to time. The Purchaser acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the Contractor Software will be required from time to time; provided, however, in any event, Contractor shall give the Purchaser at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the Purchaser is then using, and Contractor shall consult with the Purchaser's user group regarding the scheduling of such changes.

5.4 Responsibility for the Purchaser's Data. At all times during the term of this Work Order, the Purchaser shall retain all ownership rights in the Purchaser's Data. In addition, notwithstanding any use by the Purchaser of any Contractor Software in connection therewith, the Purchaser shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "Purchaser's Data"), and for any use, publication or other dissemination of the Purchaser's Data. If the Purchaser uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the

Purchaser's Data, whether before or after it has been manipulated by the Contractor Software, and whether or not it is a commercial or non-commercial use, by doing so the Purchaser is representing to the Contractor that it has accepted, ratified and approved the accuracy and completeness of the Purchaser's Data and accepts full responsibility for it. The Purchaser hereby agrees to indemnify, defend, protect and hold Contractor harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which Contractor may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the Purchas Data, including, without limitation, claims of any third party who accesses the Purchaser's Data using the Contractor Software.

SOW ARTICLE 6
PROPRIETARY ASPECTS OF THE CONTRACTOR SOFTWARE; CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of Contractor Software. Contractor has taken reasonable security measures to protect the secrecy and confidentiality of the Contractor Software. All employees of Contractor and other persons who have designed, developed or programmed all or any portion of the Contractor Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the Contractor Software is proprietary to Contractor and is not to be divulged, used or exploited except as expressly authorized by Contractor in writing.

6.2 Confidentiality Covenants of the County. The Purchaser acknowledges and agrees that the Contractor Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the Purchaser agrees to take all steps reasonably necessary to protect and maintain the confidentiality of all Contractor Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Work Order. In furtherance hereof, the Purchaser agrees as follows:

(a) The Purchaser shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the Contractor Software, and to the Contractor Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the Contractor Software.

(b) To the extent reasonably practicable, the Purchaser shall require all persons who will have access to any Contractor Software, to sign on an annual basis a confidentiality agreement, in a form provided by Contractor which is acceptable to the Purchaser.

(c) The Purchaser shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified Software in the ordinary course of business), in any manner, any Contractor Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any Contractor Software, or any component or constituent parts thereof, of any information or material concerning any Contractor Software, except as is reasonably necessary for the Purchaser to perform its functions using any Specified Software and to comply with the terms of this Work Order.

(d) The Purchaser shall notify Contractor immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any Contractor Software.

6.3 Binding Effect. Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the Purchaser are not parties to this Work Order, the terms and provisions of this Article shall be binding upon the Purchaser and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4 Discovery of Specified Software by Legal Process. If at any time, a party to any litigation involving the processes, function or departments of the Purchaser which uses any Specified Software, seeks by way of litigation or legal process to discover information in any way related to any Specified Software, or requires the production of any Specified Software, or any component or constituent part thereof, the Purchaser shall promptly notify Contractor of such matter as soon as the complaint, subpoena or discovery request has been served on the Purchaser or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified Software, the Purchaser shall cooperate with Contractor so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified Software and to request, if requested by Contractor, a protective order of the court or legal forum to avoid further disclosure or divulgence of any matters relating to any Specified Software and to assure the continued protection of the confidentiality thereof. However, such action is to occur only in the event that Contractor is unable to make timely intervention into said legal action or proceeding. Contractor shall reimburse the Purchaser for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Article.

SOW ARTICLE 7
WARRANTIES

7.1 Limited Warranty - Specified Software. Contractor warrants, for the sole benefit of the Purchaser and no other person or entity, that the Specified Software shall be capable of performing the core functions as set forth on Exhibits A, B, and C, subject to the limitations set forth below. This is Contractor's sole express warranty with respect to any Specified Software. Any claim by the Purchaser against Contractor for breach of its express warranty must be in writing and must be promptly delivered by the Purchaser to Contractor. In the event of any breach of Contractor's express warranty, the Purchaser's sole and exclusive remedy against Contractor and Contractor's sole and exclusive liability to the Purchaser, shall be that Contractor, at its sole cost and expense, shall exercise good faith (for all purposes of this Work Order, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as Contractor and the Purchaser deem necessary or appropriate. Warranty service performed in accordance with this Article shall

be performed during normal weekday business hours, excluding Contractor holidays. With respect to any reported errors that result or will result in significant interruption of the Purchaser's productivity or down time ("Business Impacting Failures"), Contractor shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, Contractor shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. Contractor's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the Purchaser of such errors.

7.2 Warranty Limitations - Specified Software. Notwithstanding the warranty provisions set forth above, all of Contractor's obligations with respect to such warranties shall be contingent upon the Purchaser' use of the Specified Software in accordance with this Work Order and in accordance with instructions provided by Contractor from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. Contractor shall have no warranty obligation:

(a) With respect to any portion of the Specified Software which has been:

(i) Operated by the Purchaser or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than Contractor;

(ii) Damaged in any manner by any cause other than any act or omission of Contractor;

(iii) Operated or maintained in environmental conditions outside the parameters designated by Contractor in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of Contractor; or

(vi) Determined by Contractor to have an error or defect, which fact is conveyed to the Purchaser together with supplemental instructions on how to avoid or circumvent the error or defect, and the Purchaser fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, Contractor will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the Contractor Software;

(c) As a result of or in any way connected with the Purchaser's failure or refusal to use the Specified Operating System software or to upgrade its Computer Hardware as requested by Contractor; or

(d) As a result of or in any connection with any of the Purchaser's Data.

7.3 Disclaimer of Warranties - Specified Software. Contractor does not represent or warrant that the Specified Software will be free from errors or that all errors in any Specified Software will be corrected except as provided for in Article 7.1. The warranty stated in Article 7.1 is the sole and exclusive warranty offered by Contractor. there are no other warranties respecting the Specified Software, either express or implied, including but not limited to any warranty of design, merchantability or fitness for a particular purpose, even if Contractor has been informed or is otherwise made aware of such purpose. No agent of Contractor is authorized to alter or exceed the warranty obligations of Contractor set forth in this Article 7.

7.4 Limitation on Liability and Remedy - Specified Software. The Purchaser acknowledges the complexity and interrelationships of each of the component and constituent parts comprising any Specified Software. The Purchaser further acknowledges and agrees that the Monthly Fee which Contractor is charging for any Specified Software does not include any consideration for assumption by Contractor of the risk of the county's incidental or consequential damages which may arise in connection with the Purchaser's use of any Specified Software. Accordingly, the Purchaser agrees that Contractor shall not be responsible to the Purchaser, or any department, agency or subdivision thereof, for any incidental or consequential damages arising out of the licensing, leasing or use of any Specified Software; provided however that Contractor shall be responsible for such incidental (but not consequential) costs and expenses arising in connection with any infringement or alleged infringement of third party proprietary rights as set forth in Article 8 below.

SOW ARTICLE 8
HOLD HARMLESS - COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by Contractor. Contractor, at its own expense, shall indemnify, defend, protect and hold the Purchaser harmless against any claim which may be brought against the Purchaser or its officers, agents or employees, to the extent that it is based on a claim that the Purchaser's use of the Specified Software pursuant to this Work Order, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, Contractor shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the Purchaser or any of its officers, agents or employees attributable to such claim. Control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in Contractor, but shall be with the advice and consent of the Purchaser.

8.2 Remedial Action. If, in the opinion of Contractor, the Specified Software or any of its components leased to the Purchaser is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then,

without diminishing Contractor's obligations to satisfy the final award, Contractor may, at its option and expense, either (i) obtain the right for the Purchaser to continue to use the Specified Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the Purchaser and Contractor.

SOW ARTICLE 9
RIGHT TO TERMINATE OR SUSPEND PERFORMANCE

9.1 Purchaser Breaches. For purposes of this Work Order, the term "Purchaser Breach" or "Purchaser Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the Purchaser, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Work Order, Contractor, in its sole and absolute discretion, may give notice to the Purchaser of the breach, demanding adequate assurances from the Purchaser that it will protect the proprietary interest of Contractor and remedy all prior breaches. In the event that the Purchaser fails to provide such adequate assurances and to remedy such breaches within seventy-two (72) hours of receipt of the notice (Suspense Period"), the Work Order will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Article, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by Contractor and the interest of the Purchaser to continue the right to use any Specified Software.

(b) Any modification of any Contractor Software which is accomplished or undertaken by the Purchaser, its employees, or its authorized agents subject to this Work Order other than Contractor or its employees or authorized agents, shall give Contractor the right to terminate the Work Order, or any portion thereof related to the Specified Software which was subject to the unauthorized modification.

8.2 Debilitating Event. Any of the following events, which occur with respect to Contractor, shall be deemed to be a "Debilitating Event" and shall cause this Work Order to be modified immediately upon notice to the Purchaser of such Debilitating Event and shall cause the Work Order to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by Contractor for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of Contractor's assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by Contractor of a petition in bankruptcy or the commencement of any similar proceeding under any law for the relief of debtors by or against Contractor; or

(b) Any permanent cessation by Contractor of its business, which is not succeed to by a successor in interest; or

(c) Any voluntary termination or dissolution of Contractor pursuant to which the rights of Contractor under this Work Order have not been transferred to a successor in interest.

9.3 Transition Period. For purposes of this Work Order, the term "Transition Period" shall mean two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Work Order shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of Contractor to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Work Order. The obligations of the Purchaser set forth in this Work Order shall continue, to the extent applicable, notwithstanding the termination of this Work Order.

9.4 Obligations of the Purchaser At Expiration of Transition Period.

(a) Immediately upon the termination of this Work Order, the Purchaser shall return to Contractor any and all tangible manifestations of any Contractor Software previously delivered by Contractor to the Purchaser, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the Purchaser shall be permitted to continue to use any Specified Software during the Transition Period; provided, however, Contractor will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the Purchaser to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

9.5 Option to Purchase the Specified Software. In the event of the termination of this Work Order as related to any Specified Software, where such termination is as the result of a Debilitating Event, but only in such event, the Purchaser shall have the right and option to purchase the copy of the Specified Software (including a copy of the source code) which it has installed on its Computer Hardware on the terms and subject to the conditions set forth in this Article:

(a) In order to exercise its option pursuant to this Article, the Purchaser must deliver to Contractor written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified Software which it desires to purchase, and it must deliver the Option Notice to Contractor prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by Contractor of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified Software which

is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Work Order as it is related to such Specified Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the Purchaser and may not be sold or assigned. Strict compliance by the Purchaser with all of the provisions of this Article is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

SOW ARTICLE 10
NO JOINT VENTURE

10.1 Nothing contained in this Work Order shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Work Order is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

SOW ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Permits and Licenses. Contractor and all of its employees and agents shall secure and maintain in force such license and permits as are required of Contractor by law in connection the furnishing of equipment, materials or services necessary for Contractor's performance under this Work Order.

WORK PERIOD OF PERFORMANCE START DATE	END DATE
Three year term starts at date of acceptance of installation	

SECTION 4: COMPENSATION AND PAYMENT

PRICING

The Purchaser shall pay an amount not to exceed $105,320.00 (as modified by potential Semaphore Corp ZP4 future fee changes as described below) for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work.

Year One

Installation, Training and Data Conversion
$20,000.00

Image License Fee (One Time Fee)
$600.00

Annual lease and Unlimited Support Fee ($3,480/Month)
$41,760.00

Annual Semaphore Corp ZP4 Fee
$600.00

First Year Total
$62,960.00

Years Two Through Three

Annual lease and Unlimited Support Fee ($3,480/Month)
$41,760.00

Annual Semaphore Corp ZP4 Fee
$600.00

Total/Year
$42,360.00

Invoice and Payment

Year One. The Purchaser shall pay the Contractor upon the date of acceptance of installation the full amount for the year.

Year Two Through Three. The Purchaser shall pay the Contractor the full yearly amount each year upon the anniversary date of the initial date of acceptance of installation.

The Annual Semaphore Corp ZP4 Fee may be subject to increases requiring changes in the amount due as described in Section 6.1 of Exhibit B.

Invoices shall be submitted to Bobbie Gagner, Benton County Auditor's Office, P.O. Box 470, Prosser, WA 99350-0470, 509.786.5620. **The Convenience Contract number 09-04 and the Work Order number B-1 must appear on all invoices in order for the invoices to be processed.**

Payment shall be considered timely if made within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

SECTION 5: General Terms and Conditions

In the event of an inconsistency in the Convenience Contract, the inconsistency shall be resolved in the following order of precedence:

a) Applicable federal, and state statutes, laws and regulations;
b) The Terms and Conditions of the First-Tier Contract No. 09-04
c) Work Order B-1
d) Exhibits to the Work Order B-1
e) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to OSOS or Purchaser and used to affect the sale of Services to Purchaser.

IN WITNESS WHEREOF, the parties have executed this Work Order.
By signing below the County and the Contractor acknowledge that this Work Order is issued under the provisions of the state of Washington, Office of the Secretary of State Convenience Contract Program. The services authorized are within the scope of services set forth in the *Purpose* of the Convenience Contract between OSOS and the Contractor. All rights and obligations of the parties are subject to and governed by the Convenience Contract, including any subsequent modifications incorporated herein. The persons signing below warrant that they have the authority to execute this Work Order.

CONTRACTOR NAME	DFM Associates
ADDRESS	10 Chrysler Irvine, CA 92618
EMAIL	brucek@dfmassociates.com
PHONE	949.859.8700
(Signature)	*(Date)*
PRINT NAME	Thomas Diebolt
TITLE	President

CERTIFICATE OF INSURANCE PROVIDED ☐ YES ☐ NO
ENDORSEMENT PROVIDED ☐ YES ☐ NO

COUNTY	BENTON
ADDRESS	BENTON COUNTY P.O. BOX 470 PROSSER, WA 999350-0470
(Signature)	*(Date)*
PRINT NAME	MAX E. BENITZ, JR.
TITLE	CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
Bobbie Gagner *(Signature)*	8-14-09 *(Date)*
PRINT NAME	BOBBIE GAGNER
TITLE	BENTON COUNTY AUDITOR

APPROVED AS TO FORM:

(Signature) 08/13/09 *(Date)*

PRINT NAME	KATHLEEN GALIOTO
TITLE	BENTON COUNTY DEPUTY PROSECUTING ATTORNEY

County's Work Order Manager and the Contractor's Project Manager
are responsible for and shall be the contact person for all communications/billings regarding performance of this Work Order.

CONTRACTOR REPRESENTATIVE	Bruce Krochman	COUNTY WORK ORDER MANAGER	Bobbie Gagner
ADDRESS	10 Chrysler Irvine, CA 92618	ADDRESS	BENTON COUNTY AUDITOR'S OFFICE P.O. BOX 470 PROSSER, WA 999350-0470
TELEPHONE NO.	949.859.8700	TELEPHONE NO.	509.786.5620
E-MAIL	brucek@dfmassociates.com	E-MAIL	bobbie.gagner@co.benton.wa.us

b.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD OF COMMISSIONERS TO SIGN A NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

WHEREAS The county Board of Equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010), **NOW THEREFORE,**

BE IT HEREBY RESOLVED that the Board of Commissioners is hereby authorized to sign a notice of approval to hear property tax appeals.

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

NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

Benton COUNTY LEGISLATIVE AUTHORITY

The county board of equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010)

Pursuant to RCW 84.48.010, the Benton County Legislative Authority hereby approves the Benton County Board of Equalization's request to convene for the purpose of hearing property tax appeals for the current year. This approval is based on a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

DATED THIS _____ day of _____, (yr) _____.

Chairperson	Member
Member	Member
Member	Member
Member	

For tax assistance, visit http://dor.wa.gov or call 1-800-647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

C.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	24-August-2009	Execute Contract	___	Consent Agenda	x
Subject:	Copier Leases	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

The leases on the copiers in the Central Services offices have either expired or will expire in the next month. IKON Office Solutions, who holds the current leases, has proposed replacing the units under Washington State Contract #03706. Both copiers are effectively the same model and functionality. The cost is slightly higher for the unit that has not expired in order to buy out the last payments. The cost of both units is less than is paid for the current equipment.

SUMMARY

The attached resolution authorizes the Manager of Central Services to sign two leases for new copiers for the Central Services offices in Prosser and Kennewick.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None.

MOTION

.5

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF LEASING COPIERS FOR CENTRAL SERVICES.

WHEREAS, resolution 04-534 requires authorization by the Board of County Commissioners for all service contracts; and

WHEREAS, Central Services needs to replace two copiers for which lease and service agreements have expired or are about to expire; and

WHEREAS, IKON Office Solutions is an authorized vendor for multifunction document devices under Washington State Contract #03706 as detailed by Attachment "A"; and

WHEREAS, IKON Office Solutions has provided a proposal for replacing said copiers for 60 month maintenance and lease agreements of $135.80 and $124.90 per month plus $.008 per gray scale copy and $.065 per color copy; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services be authorized to sign lease agreements for two copiers at the monthly lease amounts indicated abve plus appropriate tax.

Dated this _____ day of _____ , _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

REID

d.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FOURTH SERVICE AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND CASCADE FIRE PROTECTION CO. FOR TESTING AND INSPECTION OF FIRE PROTECTION EQUIPMENT FOR BENTON COUNTY FACILITIES

WHEREAS, per resolution 07-149 dated June 25, 2007 the Board of Benton County Commissioners entered into a service agreement with Cascade Fire Protection Co, Kennewick, WA – Contractors Lic. No. CASCAFP203MW in the amount $1,975.00 excluding W.S.S.T for the testing and inspection of fire protection equipment for the Benton County Justice Center and the Benton County Courthouse with a termination date of June 30, 2008, with the option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, per resolution 07-691 dated September 24, 2007 the Board approved the first amendment to said service agreement to incorporate additional language at the end of paragraph "a" under section 9 titled "Hold Harmless and Indemnification" of the original agreement; and

WHEREAS, per resolution 08-513 dated May 27, 2008 the Board approved the second amendment to said service agreement, extending the current contract an additional one (1) year and to include said services for the Benton County Health District Building increasing the contract to $2,360.00; and

WHEREAS, per resolution 09-271 dated April 27, 2009 the Board approved the third amendment to said service agreement, to extend the contract for an additional one (1) year, and providing said services all in accordance with the proposals provided in Exhibit A; Exhibit B; Exhibit D; and Exhibit E all attached hereto; and

WHEREAS, the Benton County Fire Chief informed the Facilities Manager that a certified fire sprinkler technician is required to replace and/or repair any sprinklers that are broken or malfunctioning. Cascade Fire Protection provided a proposal with the hourly rates for as needed services attached hereto as Exhibit F; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and approves the fourth service agreement amendment with said contractor, adding Exhibit F to the original contract and increasing the contract to a not to exceed amount of $8,000 including WSST; and

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

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: File – Lisa Small
cc: Auditors; R. Ozuna; Facilities

.b

FOURTH SERVICE AGREEMENT AMENDMENT

THIS AMENDMENT is made and entered into this _____ day of _____ 2009 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **CASCADE FIRE PROTECTION,** 5104 W Brinkley Road, Kennewick, WA 99338 a firm licensed to do business in the State of Washington, hereinafter called "CONTRACTOR".

The parties entered into a Service Agreement dated June 25, 2007 (the "AGREEMENT") to provide services for the fire sprinkler inspection and testing at Benton County Facilities.

The parties executed the First Amendment on September 24, 2007 per Resolution 07-691 amending the original AGREEMENT by adding additional language under section 9 titled "Hold Harmless and Indemnification".

The parties executed the Second Amendment on May 27, 2008 per Resolution 08-513 to add the Benton County Health District Building to the current contract and increasing the contract amount not to exceed $2,560.00.

The parties executed the Third Amendment on April 27, 2009 per Resolution 09-271 to add Exhibit "E", which included the price rates for 2009; extend the contract to expire on December 31, 2009; and revise the services provided to perform testing and inspection of fire protection equipment in accordance with the proposals provided in Exhibit "A", Exhibit "B", Exhibit "D" and Exhibit "E".

The Benton County Fire Chief informed the Facilities Manager that a certified fire sprinkler technician is required to replace and/or repair any sprinklers that are broken or malfunctioning. Cascade Fire Protection provided a proposal with the hourly rates for as needed services attached hereto as Exhibit F.

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

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

   Exhibit "F" – Contractor's proposal dated July 7, 2009 – Hourly price rates applicable to "as needed" services.

2. **SERVICES PROVIDED** the existing paragraph in this section is replaced in its entirety with the following:

   The COUNTY requires and the CONTRACTOR agrees to perform as needed services to replace and/or repair fire sprinkler equipment for all Benton County locations in accordance with the hourly rates proposed in Exhibit "F" attached hereto.

Orig.: File – Lisa Small
cc: Auditors; R. Ozuna; Facilities, Cascade Fire Protection

Small

5. **COMPENSATION** the existing paragraph in this section shall be replaced in its entirety with the following:

The CONTRACTOR shall be paid in accordance with the proposals provided in Exhibit A, Exhibit B, Exhibit D, and Exhibit E. The total amount payable by the COUNTY to the CONTRACTOR for annual services is one thousand nine hundred seventy five dollars and zero cents ($1,975.00) not including W.S.S.T. The CONTRACTOR shall be paid for "as needed" service to replace and/or repair fire sprinkler equipment in accordance with the hourly rates provided in Exhibit F for a total contract amount not to exceed eight thousand dollars, ($8,000.00) 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.

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

BENTON COUNTY

Max E. Benitz, Jr., Chairman

Date: _____

Approved as to Form:

Deputy Prosecuting Attorney

CASCADE FIRE PROTECTION, INC.

Kevin O'Brien, Inspection Manager

Date: 8/10/09

Orig.: File – Lisa Small
cc: Auditors; R. Ozuna; Facilities, Cascade Fire Protection

Small

5104 WEST BRINKLEY ROAD
KENNEWICK, WA. 99338
TELE: 1-509-783-9773
FAX: 1-509-783-4403
www.cascadefireprotection.com

Cascade Fire Protection Co.

July 7, 2009

Benton County
PO Box 190
Prosser, WA 99350

Attn: Lisa

RE: Hourly rates for service work

The standard hourly wage for service work is $87/hr with overtime paying $117/hr.

Sincerely,

Chris Morris
Designer
Cascade Fire Protection Co.
509-783-9773

COPY

BENTON AND BENTON COUNTIES
ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
PSA-NAMI-2008/09-01 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 extend the Personal Services Agreement 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 by three (3) months.

SUMMARY

Award: The consideration for these services remain at $4,000.00.
Period: upon execution through September 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-2008/09-01 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. _____

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

IN THE MATTER OF EXECUTION OF A PROFESSIONAL SERVICES AMENDMENT 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, It is the purpose of this Amendment is to extend the current Agreement three months. NAMI will provide two (2) twelve week sessions of the Family to Family Program to family members of adults with serious mental illnesses; and

WHEREAS, the maximum consideration remains at $4,000, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed PSA Amendment; and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign #PSA-NAMI-2008/09-01 on behalf of the Board of Benton and Franklin County Commissioners.

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

_____
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 . . . day of . . . . . , 2009

_____
Chair, Franklin Co. Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

cc: Human Services, Franklin County

Carey

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Amendment #PSA-NAMI-2008/09-01

2009 342

This Amendment is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **National Alliance for the Mentally Ill Tri-Cities (NAMI)**, a Washington nonprofit corporation, (hereinafter "Contractor").

Counties Contact Information:
Carrie Huie-Pascua, Director
Department of Human Services
7207 W. Deschutes Avenue
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: carriehp@gov.wa.co.benton-franklin.us

Contractor Contact Information:
Melody Otness, President
National Alliance for the Mentally Ill Tri Cities
4004 Horizon Court
Pasco, WA 99301
Phone: 509.545.5277
Fax: 509.
E-Mail:

Agreement Start Date ..... November 24, 2008

Agreement End Date ..... **December 31, 2009**

Consideration **$4,000.00**

Attachments incorporated into this Amendment ..... None

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

For the Contractor:

Melody Otness 7/29/09
Melody Otness, President Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners 8/12/09 Date

Mary Withers
Attest: Clerk of the Board

Approved as to Content:

Carrie Huie-Pascua
Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

Approved as to Form:

BUP
Franklin County Prosecutor's Office

PURPOSE

This Amendment serves to extend the current Professional Services Agreement six months. The revised **Agreement End Date shall be December 31, 2009**, unless terminated sooner as set forth in the terms and provisions of the underlying Agreement. All other provisions set out in the underlying Agreement remain in full force and effect.

COPY f.

BENTON COUNTY
ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
PSA-2009-RHA-00	☒ 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 execute a Personal Services Agreement with the Richland Housing Authority to provide funding for emergency eviction prevention in the form of rental assistance vouchers to Recipient's current tenants who are at or below thirty percent of the federally designated Metropolitan Statistical Area of Kennewick, Richland, and Pasco and whose average area median income as defined by the US Department of Housing and Urban Development for 2009 in order to prevent an increase in homelessness in Benton County

SUMMARY

Award: The maximum consideration of this PSA is $150,000.00
Period: September 1, 2009 through September 30, 2009.
Funding Source: Benton County Homeless Housing

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this PSA is provided by the Benton County Homeless Housing Fund. **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 #PSA-2009-RHA-00 and authorize the Chair to sign on behalf of the Board.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE EXECUTION OF A PERSONAL SERVICES AGREEMENT TO PROVIDE EMERGENCY EVICTION PREVENTION SERVICES IN BENTON COUNTY WITH THE RICHLAND HOUSING AUTHORITY.

WHEREAS, the Department of Human Services would like to contract with the Richland Housing Authority to provide funding for emergency eviction prevention in the form of rental assistance vouchers to Recipient's current tenants who are at or below thirty percent of the federally designated Metropolitan Statistical Area of Kennewick, Richland, and Pasco and whose average area median income as defined by the US Department of Housing and Urban Development for 2009 in order to prevent an increase in homelessness in Benton County, and

WHEREAS, the consideration for this Agreement is for a maximum consideration of $150,000.00; and

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

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

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

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

_____
Chair

_____
Chair Pro Tem

_____
Member

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

Attest: . . . . . .
Clerk of the Board

Carey

Benton and Franklin Counties'
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #PSA-2009-RHA-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Richland Housing Authority**, a Washington State Non-Profit public entity, with its principal offices at 1215 Thayer Drive, Richland, WA 99353, (hereinafter "Recipient").

County Contact Information:
Carrie Huie-Pascua, Director
Department of Human Services
7207 W. Deschutes Avenue
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: carriehp@gov.wa.co.benton-franklin.us

Recipient Contact Information:
Alvin R. Watson, Executive Director
Richland Housing Authority
1215 Thayer Drive
Richland, WA 99354
Phone: 509.943.8686
Fax: 509.943.5755

Agreement Start Date ..... September 1, 2009

Agreement End Date ..... September 30, 2009

Consideration $150,000.00

Exhibits incorporated into this Agreement
Exhibit "A" – Technical Submission

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

For the Recipient:

Alvin R. Watson 8/13/09
Alvin R. Watson, Executive Director Date

Sign Here

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
Carrie Huie-Pascua
Department of Human Services

Approved as to Form:
Benton County Prosecutor's Office

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

1. **Purpose:** This Agreement serves to provide funding for emergency eviction prevention in the form of rental assistance vouchers to Recipient's current tenants who are at or below thirty percent (30%) of the federally designated Metropolitan Statistical Area of Kennewick, Richland, and Pasco, Washington, and whose average area median income (AMI) as defined by the United State Department of Housing and Urban Development (HUD) for 2009 in order to prevent an increase in homelessness in Benton County.

2. **Agreement Documents**: This Agreement consists of the terms and conditions described herein and the Recipient's Technical Submission (Exhibit "A" attached hereto and incorporated herein by reference).

3. **Duration of Agreement**: The term of this Agreement shall commence on September 1, 2009 and shall expire on September 30, 2009. The Recipient shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

4. **Scope of Work**:

   4.1. The Recipient shall plan, administer and implement the project described within Exhibit A in order to disburse emergency eviction prevention in the form of rental assistance to current housing voucher recipients who are residents of residential properties who have been identified as being at or below thirty percent of the average area median income, and as having no source of rental subsidy for the month of September, 2009.

   4.2. The Recipient agrees to provide its own labor and materials. Unless otherwise provided in this Agreement, no material, labor or facilities will be furnished by the County.

   4.3. The Recipient shall perform the work specified in this Agreement according to standard industry practice.

   4.4. The Recipient shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

   4.5. The Recipient shall confer with the County from time to time during the progress of the work. The Recipient shall prepare and present status reports and other information that may be pertinent and necessary as identified in Exhibit A, or as may be requested by the County.

5. **Agreement Representatives**: Each party to this Agreement shall have an Agreement representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are identified on the first page of this Agreement as "contact information".

6. **Funding and Compensation:** For the project and services identified within Exhibit A, the Recipient shall be paid as follows:

   6.1. Upon execution of this Agreement, the Recipient shall be paid a one-time-only lump sum payment by the County in the amount of $150,000.00. Compensation paid under

this Agreement shall be used exclusively for rental assistance as described in the Scope of Work section of this Agreement.

6.2. Payment made under this Agreement is intended by both Recipient and the County to be inclusive of all services provided under this Agreement, and constitutes the County's only financial obligation under the Agreement irrespective of whether the cost to the Recipient of providing services exceeds that obligation.

6.3. Only those items that appear in this Agreement and any exhibits hereto will be considered for payment. The maximum total amount payable by the County to the Recipient under this Agreement **shall not exceed $150,000.00.**

6.4. No payment shall be made for any work performed by the Recipient, except for work identified and set forth in this Agreement.

6.5. In the event the Recipient has failed to perform any substantial obligation to be performed by the Recipient under this Agreement and such failure has not been cured within ten (10) days following notice from the County, the County's representative may, in its sole discretion, upon written notice to the Recipient, withhold any and all monies due and payable to the Recipient, without penalty for the disputed work, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Agreement means faithfully fulfilling the terms of this Agreement with variances only for technical or minor omissions or defects.

6.6. Unless otherwise provided for in this Agreement or any exhibits or attachments hereto, the Recipient will not be paid for any billings or invoices presented for services rendered prior to the execution of this Agreement or after its termination.

7. Amendments and Changes in Work:

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

7.2. No amendment or modification shall be made to this Agreement 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.

7.3. The Recipient hereby acknowledges that this Agreement is subject to all Federal statutes, Federal regulations, RCWs, and WACs applicable to this Agreement. The Recipient agrees to accept, and execute any and all amendments needed to effectuate the Federal statute, Federal regulation, RCW, and/or WAC.

7.4. Any proposed change(s) in the project scope of service, budget, location, or the number of beneficiaries served as described in the Technical Submission (Exhibit A), must be submitted in writing to the County for approval prior to incurring any project costs or implementing any substantial project modifications. Any such changes shall be considered a request to modify or amend this Agreement.

8. Hold Harmless and Indemnification:

8.1. The Recipient 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 Recipient's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Recipient'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.

8.2. In any and all claims against the County, its officers, officials, employees and agents by any employee of the Recipient, subrecipient, 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 Recipient or subrecipient under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Recipient expressly waives any immunity the Recipient might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Recipient 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 Agreement the Recipient makes with any subrecipient or agent performing work hereunder. Recipient's obligations under this section shall survive termination and expiration of this Agreement.

8.3. The Recipient'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 Recipient, the Recipient's employees, agents or subrecipients.

9. Insurance:

9.1. **Workers Compensation:** Recipient shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Recipient and employees of any subrecipient or lower tier subrecipient. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Recipient 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 Recipient, subrecipient, or lower tier subrecipient fails to comply with all State of Washington workers compensation statutes or regulations and the County incur fines or is required by law to provide benefits to or obtain coverage for such employees, Recipient shall indemnify the County. Indemnity shall include all fines, payment of benefits to Recipient, subrecipient or lower tier subrecipient employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the County by Recipient pursuant to the indemnity agreement may be deducted from any payments owed by the County to Recipient for performance of this Agreement.

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

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

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

If Recipient has any employees, Recipient 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.

9.3. **Other Insurance Provisions:**

9.3.1. The Recipient'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.

9.3.2. The Recipient's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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

9.3.4. The Recipient'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.

9.3.5. The Recipient shall include all subrecipients as insureds under its policies or shall furnish separate certificates and endorsements for each subrecipient. All coverage for subrecipients shall be subject to all of the requirements stated herein.

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

9.3.7. The Recipient shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

All liability insurance required under this Agreement, except for professional liability insurance described above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

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

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

9.4.2. The Recipient 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.

9.4.3. Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the County' contract representative. The address of the certificate holder shall be shown as the current address of the County' contract representative.

9.4.4. If the Recipient or any subrecipient or lower tier subrecipient has any employees, Recipient shall request the Washington State Department of Labor and Industries, workers Compensation Representative, to send written verification to Benton County that the Recipient is currently paying workers compensation.

9.4.5. All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following address:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

9.4.6. The Recipient or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager.

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

the County, Recipient must describe its financial condition and the self-insured funding mechanism.

10. **Termination**:

10.1. The County may terminate this Agreement 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 Agreement upon giving ten (10) days written notice by certified mail to the Recipient. In that event, the County shall pay the Recipient for all cost incurred by the Recipient in performing the agreement up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Agreement.

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

10.3. If the Recipient breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the County, the County may immediately terminate this Agreement by so notifying the Recipient, in which case the County shall pay the Recipient only for the costs of services accepted by the County, in accordance with the Compensation Section of this Agreement. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Recipient 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 Recipient's breach.

10.4. The Recipient may terminate this agreement, in whole or in part, by giving ten (10) days written notice to the County' contract representative. In the event of termination, the County shall pay the Recipient for services provided up until the termination date. Nothing in this section shall limit the rights of the County pursuant to this agreement or by law.

11. **Assignment, Delegation and Subcontracting**

11.1. The Recipient shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Recipient under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

11.2. The Recipient 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 the Recipient, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

12. **Non-Waiver of Rights**: The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provisions(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of

this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

13. **Independent Contractor**:

13.1. The Recipient's services shall be furnished by the Recipient as an independent contractor and not as an agent, employee or servant of the County. The Recipient specifically has the right to direct and control the Recipient's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

13.2. The Recipient acknowledges that the entire compensation for this Agreement is set forth in the Compensation Section of this Agreement, and neither the Recipient nor its employees are entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the County' employees.

13.3. The Recipient shall have and maintain complete responsibility and control over all of its subrecipients and lower tier subrecipients, employees, agents, and representatives. No subrecipient, lower tier subrecipient, employee, agent, or representative of the Recipient shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

13.4. The Recipient shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

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

14. **Compliance with Laws**: The Recipient shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

15. **Inspection of Books and Records**: The County may, at reasonable times, inspect the books and records of the Recipient relating to the performance of this Agreement. The Recipient shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

16. **Non-Discrimination:** The Recipient, its assignees, delegates, subrecipients and lower tier subrecipients shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

17. **Ownership of Materials/Works Produced**

17.1. 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 Recipient for purposes other than those intended by this Agreement, it does so at its sole risk and it agrees to hold the Recipient harmless therefrom to the extent such use is not agreed to in writing by the Recipient.

17.2. An electronic copy of all word processing documents related to this agreement shall be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

18. **Patent / Copyright Infringement**: The Recipient 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 Recipient, subrecipient or lower tier subrecipient infringes any patent or copyright. The Recipient shall be notified promptly in writing by the County of any notice of such claim.

19. **Disputes:** Disputes between the Recipient and the County, arising under and by virtue of this Agreement, 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 Recipient shall be decided by the County' contract representative or designee. All rulings, orders, instructions and decisions of the County' contract representative shall be final and conclusive, subject to the Recipient's right to seek judicial relief.

20. **Confidentiality**: The Recipient, subrecipients and lower tier subrecipients, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the County in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Recipient shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

21. **Choice of Law, Jurisdiction and Venue:**

21.1. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

21.2. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

22. **Successors and Assigns**: The County, to the extent permitted by law, and the Recipient each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

23. **Severability**

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

23.2. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict

therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

26. **Survivability**: All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

27. **Litigation Hold Notice**: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Recipient pursuant to the Inspection of Books and Records section of this Agreement may be of evidentiary value, the County may issue written notice to the Recipient of such circumstances and direct the Recipient to "hold" such records. In the event that the Recipient receives such written notice, the Recipient shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Recipient and the County is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Inspection of Books and Records section above.

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

FUNDING APPLICATION FORM
Benton County 2163 Homeless Housing and Assistance Funds

Benton and Franklin Counties Department of Human Services

1. **Application Information:**

Name of Program: **Housing Choice Voucher Program**

Program *Funding Requested:* **$150,000**
(Amount requested in this application)

Program *Funding Received Last Cycle:* **$N/A**
(Received from this funding source, if any, N/A if not.)

Total **Program** Budget: **$2,236,000**
(All anticipated costs associated with the program from all sources including this grant request. Match to total budget on page 6.)

Site Address: **1215 Thayer Drive**

City/State/ZIP: **Richland, Washington 99354**
(Address from which services will be delivered)

Contact Name and Phone: **Alvin R. Watson, Executive Director**
509-943-8686, Ext. 16

E-Mail: **awatson@richlandha.org**

Application approved by agency Executive Director:

Alvin R. Watson
(Print Name)

(Signature)

2. **General Agency Information:**

Agency Name: **Richland Housing Authority**

Mailing Address *(if different than above): Same*

Type of Agency:

501 C (3) Yes: X☐ No: ☐

Federal Tax ID No.: **91-1239048** UBI No.: 601 093 923

Total Agency Budget: $3,812,194
(For all activities of the applicant agency from all sources)

Briefly explain or provide detail for the following questions. Use the blank form space provided. Answers should be no longer than 1 page in length.

3. **General Program Information:**

3a. **Purpose:** *Provide a short, one or two sentence explanation of the purpose of this program.*

This housing program is designed to provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level. Assistance comes from the Housing Authority paying a percentage of a tenant's rent directly to their landlord. Due to a shortfall of the Richland Housing Authority funding emergency eviction prevention in the form of rental assistance is requested for 436 families in the month of September of 2009. If grant is received this will result in our ability to bridge the gap with uninterrupted housing assistance.

3b. **Need:** *Explain why the program is needed, citing demographics, statistics, and other information. Is this a new program? Are you filling a gap in the system? Adding to existing services or housing capacity? Or maintaining existing services?*

This request is made to allow the Housing Authority to maintain existing services.

- Richland Housing Authority has administered this program for over 32 years in the City of Richland, administered by the Richland Housing Authority.
- Currently the Housing Authority serves 436 low income families, 30% average medium income, (1,744) family members) in our Section 8 Housing Choice Voucher Program.
- Additional demographic data may be found in 3e.
- HUD funding for the Section 8 housing program has progressively been dropping each month this year and is anticipated to drop even more in coming months as shown below:

Section 8 Housing Choice Voucher Program Federal Funding Disbursements 2009							
January	$142,546	April	$147,546	July	$62,199,	October	$106,000**
February	$142,546	May	$154,923	August	$62,199	November	$106,000**
March	$142,546	June	$62,199	**September**	**$_ZERO_ ****	December	$106,000**

***Anticipated Federal Funding*

- Due to federal housing funds shortfall, Housing Authority funds were depleted for the month of June, July and August, leaving us without sufficient funds in September to pay tenant rentals.

- To avoid emergency eviction of 436 households, we are asking the Benton County Commissioners to allocate by a grant in the amount of $150,000 from the 2163 Homeless Housing and Assistance Fund. As can be seen above in September no HAP funds will be received from HUD. Our reserves are entirely depleted. Without this grant 436 families with 1,744 household members will lose their housing assistance in September. In addition, **180** landlords will lose their tenants at the same time.

- Without this grant none of these 1,744 residents of Benton County will have their rent paid and will undoubtly be evicted by their landlords.

3c. Program Description: *Provide a detailed description of the program. What types of services are provided? Begin by noting what type of program you are applying for (e.g.: A program to provide violence prevention counseling for children of abusive parents). Explain how the program serves your target population described in 3e and 3f, and how it meets the purpose and need described in 3a and 3b above.*

The Section 8 rental voucher program provides housing assistance to low-income renters and homeowners. This assistance comes in the form of rental or loan payment subsidies, limiting the housing payment of the assistance recipient.

The target population is served by lowering the amount low-income seniors, disabled and low-income workers must spend on their housing meeting the program's intent and purpose by bridging the gap with uninterrupted housing assistance.

3d. Clients Served:

3d.1 Program: *Total number of clients supported by the funding amount request, to be served by this program during this application cycle is:* ***436 families, 1,744 family members.***

3d.2 Describe *how you determined the number of clients to be served with the funding requested in this application.*

Took the total number of families this program serves that are at 30% or below AMI (average monthly income) times the average number of their household (4 members), times the number of clients to be served.

3e. Client Selection: *Describe the clientele whom you intend to serve. Explain how the target population is selected, qualified and monitored.*

Currently our demographic show that 73.2% of our clients are females as head of household. 6.75% primary income is from TANF/AFDC, 40.3% from Social Security, 20.04% from Social Security Disability Income, 3.49% from General Welfare Assistance and 23.53% from wages. The average age of the children in this population is 9. 96.51% of our Section 8 tenants are white with 5.01% being Hispanic. We intend to continue serving all ethnic and culturally diverse individuals.

As an agency preference is given to applicants that are 1) homeless, 2) working families and those unable to work due to age or disability and 3) currently paying more than 50% of their income in rent and utilities. For purposes of this grant, we will target below 30% annual medium income for continued assistance.

All applicants must list names and individual data for all household members; all employment and educational information related to family members, list of all current assets, current household expenditures, previous housing data, and information on all household members regarding any arrest or conviction, data regarding household member's disability, ethnic background and sign a Declaration of Section 214 Status. (This is HUD's declaration of citizenship status).

3f. Partnerships: *Briefly describe up to three existing or planned partnerships that relate this program to other programs and how that partnership benefits your clients or your program. Do not include those partnerships that involve only referrals between agencies.*

1. We partner with the Federal Office of Housing & Urban Development who provide the finances which operate our program.

2. We also partner with the Family Self Sufficiency Center which assists our tenants in their individual efforts to remove/reduce their dependence on taxpayer support.

3. We partner with the City of Richland and local banks to assist tenants in purchasing and maintaining a residence.

3g. Mission: *State the mission of your agency and explain how this program meets that mission.*

The Mission of the Richland Housing Authority is to serve the housing needs of low-income, very low-income and extremely low-income families in the City of Richland and outlying rural areas of Benton County.

The Section 8 Program pays a portion of low-income families rent to their landlord thus making decent, safe and sanitary housing available to our target population.

3h. Client Condition: *Describe how this program is designed to change or maintain your client's current condition.*

Each of these tenants/home owners face eviction or foreclosure.

A couple actual tenant examples of the families that will be affected are shown below:

Family A: This tenant is purchasing her home. She is a single mother working as a school bus driver who was on the Section 8 rental voucher program for a number of years. In 2008 she had managed to save $6,000 cash and applied for a received an additional $15,000 from the City of Richland for a down payment on a small home for her 10 year old son and herself. Her home loan payments are $388 a month subsidized by $194 a month in Section 8 HAP funding. If she misses her September payment she is likely to lose her home.

Example of a family receiving rental vouchers:

FAMILY B Is an elderly man and his wife who owned and operated his own professional consulting business for years. 15 years ago he had several mini-stokes, followed by a massive heart attack, then followed by a major stroke leaving him unable to speak or walk for 6 months. He then was placed on social security disability income. Gradually both functions returned sufficiently for him live a reasonably normal life. Two years ago he was forced to apply for Section 8 Housing Assistance.

In July of this year, his Medicare insurance company notified him that he would be in the "doughnut hole" on his prescriptions and would need to start paying ALL of his prescription cost. ($814.00 a month). Obviously he can not do this so like many seniors he is trying to figure out what medicines he can stop taking until next year when his prescription insurance takes effect again.

If he has to pay his full rent ($560), he will likely need to go to a veteran's nursing home in Portland, Oregon and his wife of over 30 years have to live with a child or grandchild in Utah or Texas.

3i. Accessibility: *Describe how you address the special needs of persons with disabilities. Describe the program facility and the ability of the site location(s) to physically meet the needs of the program(s) requested in this proposal, including handicap accessibility and access to public transportation.*

The Housing Authority allows landlords an increased rent when a landlord is willing to make their house/apartment accessible to handicapped individuals.

The Housing Authority is located on a city bus line which passes every half hour from 6:00 a.m. to 6:00 p.m. every week day. There is a ramp entering the building from the parking area doors into our office are wide enough for wheel chairs. These modifications are mandated by local and federal regulations.

3j. **Cultural Diversity:** *Describe the agency's experience in delivering services to individuals of ethnic or cultural minority and efforts to increase and/or enhance services to these clients.*

We do advertising in Spanish newspaper and radio. We also do outreach to various functions/activities involving a culturally diverse minority families. We do this advertisement according to HUD regulations as an equal Housing opportunity organization.

Agency: Richland Housing Authority Program: Housing Choice Voucher Program

4. Program Outcomes:

		NUMBERS AND UNITS OF MEASURE	*MEASUREMENT TOOLS*	*MEASUREMENT FREQUENCY*
ACTIVITY /PROCESS	*We use our grant funds to provide…*	decent, safe and sanitary housing to 436 families (1,744 family members – 436 families times an average of 4 members per household) with emergency eviction and rental assistance for September 2009	*Case records such as: client income, expenses, family size, medical expenses, children and elderly deductions*	***Current/on-going***
OUTPUT Measures	*…which provides eviction prevention, emergency assistance and reducing the jeopardy of homelessness*	Required Output Measures: Number of individuals served: = 1,744 Number of households served: = 436 Cost per individual served: ***= $114.68*** Cost per household served: = $344.04 Additional Measures (optional):	*Agency case records such as;:* • *September Housing Assistance Payment* • *Landlord check Register* • *Bank reconciliation report*	***October 2009 for September 2009***
OUTCOME (Short-Term)	*… so that:*	436 low-income families may continue to live in decent, safe and sanitary housing	*Agency Case records*	***October 2009 for September 2009 and annually***
OUTCOME (Intermediate)	*…so that:*	In many cases, families may be able to become more self sufficient with the relief we provide, plus services our partners make available	*Case records*	***Annually***
OUTCOME (Intermediate – optional)	*…so that:*	N/A	*N/A*	*N/A*
UNIVERSAL OUTCOMES – *INSERT NUMBER OF UNITS MEASURED ONLY*				
OUTCOME (Intermediate)	*…so that clients exiting the project can find permanent housing…*	12 clients and 3 households exited to permanent housing cost per client exiting to permanent housing: $4,128.48	Program exit data Client files	Annually

ULTIMATE OUTCOMES	*...so that homeless is reduced.*	Number of people identified as homeless at a point in time in the county: **468 (2008)**	Annual county point- in-time count	Annually

4a. *Describe outcome measurement tools and frequency in more detail, including data to be reported in quarterly reports to Benton County.*

Please refer to Attachment 1. (HAP check register and bank reconciliation report.)

5. **Funding Sources:**

5a.1 Current: *List all current funding sources for this grant contract period including revenues from fees and fundraising.*

Section 8 Housing Choice Voucher Program Federal Funding Disbursements 2009							
January	$142,546	April	$147,546	July	$62,199,	October	$106,000**
February	$142,546	May	$154,923	August	$62,199	November	$106,000**
March	$142,546	June	$62,199	**September**	**$_ZERO_****	December	$106,000**

Source of Revenue	$ Amount	% of Budget	Start/End date of Funding Cycle
HUD provided operating subsidy 2009	$1,995,000	89%	1/1/09 to 12/31/09
TOTAL CURRENT FUNDS 2009	$1,995,000	89%	

5a.2 Confirmed: *List all confirmed funding sources for this program contract period including revenues from fees and fundraising.*

Source of Revenue	$ Amount	% of Budget	Supports What Program Aspect
HUD Housing Choice Voucher funding	$0		September landlord payments for Section 8
Total Confirmed Funds	$0		

5a.3 Proposed: *List all proposed but unconfirmed funding sources for this program contract period including revenues from fees and fundraising.*

Source of Revenue	$ Amount	% of Budget	Supports What Program Aspect
Benton County 2163 Homeless Housing and Assistance Funding	$150,000		Eviction prevention: Housing Voucher Program Landlord payments
U.S. Department of Housing And Urban Development	$200,000		Proposal for repayment of project funds
Total Unconfirmed Funds	$350,000		

5a.4 In Kind or Cash Match:

Type of Contribution	Source	Value
Family employment training & Job search for youth & middle age adults	Family Self Sufficiency Center	$10,000 a year
Free maintenance and clerical workers	AARP Foundation Senior Employment Program	$60,000 a year
	TOTAL	$70,000

6. Agency Budget Summary:

Source		Amount
Federal:	U.S. Department of Housing and Urban Development & U.S. Dept. of Agriculture (rural-development)	$3,056,131
State:		
Local:	RHA rents, misc. interest & Management fees	$ 516,063
Private:		
Other/Fees:	Administrative Fees	$ 240,000
Total*		$ 3,812,194

**Total should match total agency budget on page 1*

9.

AGENDA ITEM: Consent MEETING DATE: B/C 08-24-09 F/C 08-31-09 SUBJECT: Truancy Contract for Prosser School District for 2008 2009 School Year Prepared By: Donna A. Lee 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 State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2009, through June 30, 2010), the Prosser School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2009, through July 31, 2010.

SUMMARY

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

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Prosser School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Prosser School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PROSSER SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Prosser School District, in the amount of $7,870.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2009 and terminating on July 31, 2010, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Fee For Service Contract.

DATED this 24th day of August 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

_____
Clerk of the Board

DATED this 31st day of August 2009.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-Prosser School District, 1-BFJJC

JUDGES
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FEE FOR SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Prosser School District, with its principal offices at 823 Park AVE, Prosser, WA, 99350, (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2009, through July 31, 2010, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 170 hours at $14.00 per hour.

B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.

C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

3. CONTRACT REPRESENTATIVES

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

A. For District:

Dr. Ray Tolcacher
Superintendent
Prosser School District
823 Park AVE
Prosser WA 99350
Phone: (509) 786-3323
Fax: (509) 786-2062
E-mail: ray.tolcacher@prosserschools.org

B. For Counties:

Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

A. The District will pay Counties Seven Thousand Eight Hundred Seventy Dollars ($7,870.00), which includes up to Two Thousand Three Hundred and Eighty Dollars ($2,380.00) for tracker services for the entire contract period, to be paid in quarterly installments of One Thousand Nine Hundred Sixty-Seven Dollars and Fifty Cents ($1,967.50) each, to be processed with the District's first payment cycle after receiving an invoice from Counties.

B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Seven Thousand Eight Hundred Seventy Dollars ($7,870.00).

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

D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. AMENDMENTS AND CHANGES IN WORK

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

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

7. TERMINATION

A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.

B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.

C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. NON-WAIVER OF RIGHTS

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

10. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

11. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. DISPUTES

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

13. CONFIDENTIALITY

The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

14. CHOICE OF LAW, JURISDICTION AND VENUE

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

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

16. NONDISCRIMINATION

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

17. SEVERABILITY

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

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

18. ENTIRE AGREEMENT

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

19. NOTICES

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

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

PROSSER SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
Dr. Ray Tolcacher Superintendent Date	Sharon A. Paradis Administrator 7/14/09 Date
BENTON COUNTY APPROVAL Approved as to Form: 7/8/9 Sarah Perry, Deputy Prosecuting Attorney Date By: Name: Max E. Benitz, Jr. Title: Chairman, Board of Commissioners Date: Attest: Clerk of the Board:	**FRANKLIN COUNTY APPROVAL** Approved as to Form: Agreed Review Performed by Benton County Ryan Verhulp, Civil Deputy Prosecuting Attorney Date By: Name: Rick Miller Title: Chairman, Board of Commissioners Date: Attest: Clerk of the Board:

h.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Stacey McKinley, designated with the identifier BCDC0810AMM002, establishes a maximum caseload cap of 360 case equivalents;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Richland docket, to which Attorney Stacey McKinley is currently assigned exceeds the available capacity by 165 case equivalents;

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810AMM002A, increasing the maximum caseload cap of Contract BCDC0810AMM002 by 30 case equivalents to 390 case equivalents total, be executed as presented.

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

cc: Original-Benton County
Copy-Benton Franklin Counties Office of Public Defense, Rosemary Ozuna

Amendment to Professional Services Agreement
#BCDC0810AMM002

Between

Benton County and Anastasia M. McKinley
To Provide Legal Representation to Indigent Persons
In Benton County District Court

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

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

THEREFORE the underlying agreement shall be amended as follows:

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

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

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

This amendment shall be designated with the following identifier:
BCDC0810AMM002A

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

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

Date: _____

Benton County

_____
Chairman

_____
Commissioner

_____
Commissioner

Date: 8/13/09

Attorney

Approved as to form and content:

_____
Eric Hsu, Attorney at Law
Indigent Defense Coordinator

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CONSULTANT AGREEMENT FOR ENGINEERING AND DESIGN AND RIGHT OF WAY PLANS FOR WEBBER CANYON ROAD AND BNSF RAILROAD UNDERPASS BRIDGE AT KIONA - C.E. 1722 CRP

WHEREAS, by resolution dated April 22, 2002, an Agreement with Consulting Engineering Services, Inc.(CES) to perform Engineering and Design work and develop a Right of Way Plan for Webber Canyon Road and BNSF Railroad Underpass was approved; and

WHEREAS, CES was acquired by David Evans and Associates, Inc.

WHEREAS, Supplement No. 8 to the Agreement has been prepared to allow for Construction Engineering Services; NOW, THEREFORE,

BE IT RESOLVED that Supplement No. 8 to the Agreement with David Evans and Associates, Inc., formerly Consulting Engineering Services, Inc., be and hereby is approved, and the Chairman is authorized to sign said Supplement.

Dated this 24th day of August, 2009.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board.

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

SWB:LJM:slc

Washington State Department of Transportation

Supplemental Agreement	Organization and Address David Evans and Associates, Inc. 1115 West Bay Drive NW, Suite 301 Olympia, WA 98502 Email: rkb@deainc.com Website: www.deainc.com
Agreement Number CE 1722 CRP	
Project Number STPR - A 031 (002)	Phone Tel. (360) 705-2185; Fax. (360) 705-2187
Project Title Webber Canyon Road Underpass (BNSF RR)	New Maximum Amount Payable $ 600,000.00
Description of Work SUPPLEMENT NO. 8 Construction Engineering Services	

The Local Agency of Benton County desires to supplement the agreement entered into with David Evans and Associates, Inc. and executed on 4/22/2002 and identified as Agreement No. CE 1722 CRP

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:

Provide construction engineering services as requested by Benton County.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:

Total Amount Authorized = $600,000.00 (Added $25,000 on a Cost Plus Fixed Fee basis using Actual Overhead Cost Method); Management Reserve Fund = $0; Maximum Amount Authorized = $600,000.00

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: David Evans and Associates, Inc.

Consultant Signature

By: County of Benton

Approving Authority Signature

DOT Form 140-063 EF
Revised 10/97

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Exhibit A
Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Supplement #4	Supplement #5	Supplement #6	Supplement #7	Supplement #8	TOTAL
	April 2002	January 2003	December 2003	July 2004	July 2005	April 2006	July 2008	March 2009	August 2009	
Direct Salary Cost										$ -
Overhead										$ -
Direct Non-Salary Cost										$ -
Fixed Fee										$ -
TOTAL	$ 390,000	$ 5,013	$ 4,000	$ 20,000	$ 30,987	$ 50,000		$ 75,000	$ 25,000	$ 600,000
Comments: >	Original agreement was a "lump sum" contract. All other supplements were on Cost Plus Fixed Fee Basis	Additional services	Additional services	Additional services	Additional services	On-Call basis - Additional Services	Time extension only (Executed as David Evans and Associates)	Roadway PS&E Update	Construction services	

BENTON COUNTY
Public Works
P. O. Box 1001 - Courthouse
Prosser, WA 99350-0954

David Evans and Associates, Inc.
1115 Wset Bay Drive NW, Suite 301
Olympia, WA 98502

j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLID WASTE MANAGEMENT RE: FEASIBILITY STUDY FOR ORGANIC WASTES IN BENTON COUNTY – INTERLOCAL AGREEMENT WITH PORT OF BENTON

WHEREAS, Benton County entered into a Grant Agreement with the State of Washington Department of Ecology to have a feasibility study performed of organic wastes in the County; and

WHEREAS, the Port of Benton has expressed interest in the study, and is willing to contribute the 25% matching funds required by the Grant; and

WHEREAS, an Interlocal Agreement between Benton County and the Port of Benton has been prepared; NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement be and hereby is approved and the Chairman is authorized to sign said Agreement on behalf of Benton County.

Dated this 24th day of August, 2009.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

SWB:dlh

INTERLOCAL COOPERATIVE AGREEMENT

Between

Benton County and Port of Benton

For

Ecology Coordinated Prevention Grant
Feasibility Study for Organic Waste Processing Facility

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is entered as of the date it is executed by the Parties, by and between Benton County, a municipal corporation of the State of Washington, hereafter referred to as "County" and the Port of Benton, a municipal corporation of the State of Washington, hereafter referred to as "Port" and collectively referred to in this Agreement hereafter as the "Parties".

Whereas, the County previously entered into a Coordinated Prevention Grant ("Grant") with the Department of Ecology, Grant No. G0900169, attached hereto and incorporated herein by this reference.

Whereas, pursuant to the grant from the Department of Ecology, the County acting through the Benton County Solid Waste Advisory Committee, was to perform tasks in two phases as follows:

Phase I: The County was to conduct a feasibility study for an organic waste processing facility; and

Phase II: The County was to develop an operation plan for a full-scale organic waste facility.

Whereas, the County, through the Benton County Solid Waste Advisory Committee, has determined to not follow through with their planned project which would have utilized the grant.

Whereas, the Port is working on a Biomass Gasification Research and Development Project that would benefit from the grant.

Whereas, the Department of Ecology has approved the use of the Coordinated Prevention Grant funds for the Port's project, providing that the County continue to administer the grant.

Whereas, the Port has available matching funds required by the grant in the total of twelve-thousand five-hundred dollars ($12,500.00).

Whereas, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, the parties are each authorized to enter into an Agreement for cooperative actions.

Now therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1 – Purpose. The purpose of this Agreement is to formalize a commitment by the Port and County to financially support the Ecology Coordinated Prevention Grant for preparation of a Feasibility Study for Organic Waste Processing Facility. The County will administer the grant and the Port will provide the twelve-thousand five-hundred dollars ($12,500.00) matching funds.

Section 2 – Administration. This Agreement will be administered by County. The County will manage the selected consultant and any approvals required from the County or the Solid Waste Advisory Committee (SWAC). The Port will provide the matching funds to the County within thirty (30) days of signing this agreement.

Section 3 – Funding. The County commits to provide interim funding to pay the consultant and request reimbursement from Ecology of the grant funds available for this Project.

Section 4 – Contingencies. The Port and County's obligation for funding under this Agreement is subject to the execution of a written contract with the Department of Ecology and the selected Consultant. The County will not contract for expenditures in excess of the total fifty thousand dollars ($50,000.00) project budget, which includes twelve-thousand five-hundred dollars ($12,500.00) from the Port for matching funds. Any expenditures in excess of the fifty thousand dollars ($50,000.00) project budget will be the responsibility of the County. The County shall manage the services of the consultant to stay within the project budget.

Section 5 – Modification. This Agreement may be terminated as provided elsewhere herein. This Agreement may only be amended or modified only by written consent of each Party signed hereto.

Section 6 – Term of Agreement and Termination. This Agreement shall remain in effect until December 31, 2010. The parties may extend this Agreement by mutual written consent.

Section 7 – Filing. This Agreement shall be effective upon filing with the Benton County Auditor after it is fully executed.

Section 8 – Records. The records and documents associated with all matters covered by this Agreement shall be owned by the County and the Port equally, and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Agreement.

Section 9 – No Separate Legal Entity. No new, separate administrative or legal entity is to be established in association with this Agreement or to conduct the cooperative undertaking described herein.

Section 10 – Severability. In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid; such invalidity shall not effect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 11 – Indemnification. The Port agrees to indemnify and hold harmless the County from any claims arising as a result of the County's administration of the grant on behalf of the Port, and the Parties agree to bear respective liability for any acts or omissions resulting from this Agreement as the same shall be determined under the laws of the State of Washington or a mutually approved settlement agreement.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

PORT OF BENTON

By: _____
Executive Director

Attest:

Janet R. Budzeck
Administrative Assistant

Date: 8-12-09

Approved as to form:

Thomas A. Carver
Attorney, Port of Benton

Date: 8/12/09

BENTON COUNTY, WASHINGTON

By: _____
Chairman, Board of County Commissioners

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

Kathleen B. Galioto
Benton County Prosecuting Attorney

Date: 08/13/09

K.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLID WASTE MANAGEMENT RE: FEASIBILITY STUDY FOR ORGANIC WASTES IN BENTON COUNTY - SELECTION OF CONSULTANT AND APPROVAL OF CONSULTANT AGREEMENT

WHEREAS, Statements of Qualifications were solicited from Consultants in order to prepare a feasibility study of organic wastes for Benton County; and

WHEREAS, Solid Waste Advisory Committee members, or their representatives, evaluated the Statements submitted; and

WHEREAS, the firm of Parametrix, Inc., Sumner, Washington was selected as the best qualified firm for the task; and

WHEREAS, the County Engineer recommends selection of Parametrix, Inc., and recommends approval of the Consultant Agreement with said consultant; NOW, THEREFORE,

BE IT RESOLVED that the firm of Parametrix, Inc., Sumner, Washington be selected to prepare a feasibility study of organic wastes for Benton County, and

BE IT FURTHER RESOLVED that the Consultant Agreement with Parametrix, Inc. be and hereby is approved, and the Board is authorized to sign said Agreement on behalf of Benton County.

Dated this 24th day of August, 2009.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

SWB:dlh

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 Parametrix, with its principal offices at 1231 Fryar Avenue, Sumner, WA 98390-1516, (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;**
b. **Exhibit A, Scope of Work;**
c. **Exhibit B, Project Budget; and**
d. **Exhibit C, Time Line for Task Completion.**

2. DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the COUNTY**, 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. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.

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.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR: Ken Fellows, P.E.
1231 Fryar Ave.

Sumner, WA 98390-1516
253-863-5128

b. For COUNTY: **Donna L. Holmes**
P O Box 110
Prosser, WA 99350
509-786-5611

5. COMPENSATION

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

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

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $42,000.

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

d. The CONTRACTOR may, in accordance with **Exhibit B**, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided 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 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, and 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. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services

defined in this Contract. 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:** 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.

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

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 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.

d. **Automobile Liability: [This section required if services involve the use of vehicles by CONTRACTOR or the transportation of COUNTY employees or third parties].** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

e. **Other Insurance Provisions:**

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

(2) The COUNTY, its officers, officials, employees and agents shall be named as additional 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.

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.

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

DATED:

FOR COUNTY:

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman

Member

Member

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

Attest:
Clerk of the Board

Approved as to Form:
Deputy Prosecuting Attorney

DATED:

FOR CONTRACTOR:

PARAMETRIX

Ken Fellows, P.E.
Environmental Engineering & Science Division Manager

8/7/09

EXHIBIT A

SCOPE OF WORK

GOAL: PREPARATION OF A FEASIBILITY STUDY ON ORGANIC WASTE PRODUCED IN BENTON COUNTY

TASK 1: IDENTIFICATION OF TOP ORGANIC MATERIALS

The Consultant will identify the top 50 organic materials (by volume) generated in the County and within 50 miles of Prosser, Washington). The survey should include how much is available, where it is located, and when it is available. Table 1 illustrates a template that will be completed for the project. Efforts will be made to obtain representative, accurate, and complete information through literature review and contacts with trade and industry organizations, and contact with a limited number of individual facilities. A comprehensive facility by facility survey will not be completed.

Deliverable: Tabular summary listing information compiled for the top fifty organic materials.

TASK 2: CONVERSION TECHNOLOGY OVERVIEW

The Consultant will recommend typical and non-typical conversion methods for the top ten materials identified in the survey, including at a minimum yard waste and grape pomace. The consultant will summarize the feasibility and value of each conversion method for each material in a general manner in several tables. For each combination of material and technology, the tables will indicate, in general terms, the following:

- Feasibility overview.
- Material handling/pre-processing method.
- Residuals generated and their market value.

Deliverable: Conversion technology tables

TASK 3: COST ANALYSIS OF CONVERSION METHODS

Based on results of Task 2, the Consultant shall recommend the top two conversion strategies (gasification plus one other), and develop an approach indicating how each strategy might be structured into a commercial scale facility. Based on an assumed feedstock input rate, a general facility concept description will be prepared. Based on this description, the Consultant will prepare an estimate of facility capital costs and prepared an estimated annual operating budget. Detailed engineering calculations, concept designs, and schematics will not be prepared. For each conversion strategy, Consultant will note environmental permits that are anticipated to be unusually difficult to obtain.

Deliverable: Letter summarizing the conversion concepts and cost analyses, and incorporating the tables from Tasks 1 and 2.

TASK 4: PRESENTATION OF STUDY

Consultant will present the results of the study and cost analyses to Public Works and Port of Benton Staff, as well as members of the Solid Waste Advisory Committee (SWAC) at the regular SWAC meeting scheduled for December 2009.

Responsibilities

Benton County
The County will provide public notification for the SWAC meeting.

Consultant
The Consultant shall perform all research activities and prepare the feasibility study, deliverable on-time and within budget, and present said study to individuals identified in Task 4.

Quality Control

Document and Change Control
Upon final acceptance of the Study, all records shall be released to the County for records retention.

Final Deliverable

The Consultant shall furnish to Benton County copies of the Study by December 31, 2009. Consultant shall furnish three signed hard copies with original signatures. An electronic version of the Study, in Microsoft Word format, shall also be furnished to the County.

EXAMPLE OF WORK PRODUCT TO BE PREPARED FOR TASK 1.

Table 1. Summary of Benton County Organic Waste Materials

Material	Description of Material Source (e.g., farm, processing facility, in field stubble, in stockpile, etc.)	Location (e.g., one facility, several large facilities in one region, diffuse small sources, etc.)	Material Form and Characteristics (e.g., chipped, size, wet/dry, heating value (if available) etc.)	Quantity Available per Year (note source or method used to estimate quantity)	Seasonality	Current Use, Existing Market, Any Known Existing Contracted Commitments
Grape Pomace	Wine making facilities, stockpiled	Over XX facilities throughout Benton County. Concentrated in east part of county, and regional centers including Red Mountain Vinicultural area and ????	Damp to wet (50-100% moisture content) Pulpish Small diameter (less than 1") HHV = 17.4 MJ/kg 6% ash pH = 3-4	???	September, October	Returned to fields, composted No known existing market or contracted commitments

EXHIBIT B

PROJECT BUDGET

The compensation to Consultant under the Agreement shall be $30,000 for completion of all Tasks. Upon completion of a Task, Consultant may submit an invoice for the amount set forth below, which shall be payable within 30 days of receipt of an invoice, if the County agrees that the Task has been completed. The Consultant shall submit no invoice until the respective task is completed. The compensation for each Task is as specified below. Under no circumstances shall Consultant submit collective invoices in excess of $42,000.

TASK	DESCRIPTION	FEE
1	**IDENTIFICATION OF TOP ORGANIC MATERIALS**	$15,000.00
2	**CONVERSION TECHNOLOGY OVERVIEW**	$10,000.00
3	**COST ANALYSIS OF CONVERSION METHODS**	$12,000.00
4	**PRESENTATION OF STUDY**	$5,000.00
TOTAL		**$42,000.00**

In the event that this Agreement is terminated by Benton County prior to completion for reasons other than for default on the part of the Consultant, final payment amount for the pending task will be based upon a percentage of task completion. Benton County and the Consultant will mutually determine the percentage of task completion. No payment will be required for tasks not yet commenced by Consultant.

EXHIBIT C
TIME LINE FOR TASK COMPLETION

Task 1
IDENTIFICATION OF TOP ORGANIC MATERIALS
Sept. 1 – Sept. 30, 2009

Task 2
CONVERSION TECHNOLOGY OVERVIEW
Oct. 1 – 31, 2009

Task 3
COST ANALYSIS OF CONVERSION METHODS
November 1 - 30, 2009

Task 4
PRESENTATION OF STUDY
December 1 – 15, 2009

1.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, J.Thompson

J. Thompson

m.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN WITH CONTRACT WITH BID-4-ASSETS.

WHEREAS, the County Treasurer has selected the firm Bid-4-Assets to conduct the property tax foreclosure sale via the Internet: and,

WHEREAS, the Treasurer wishes to ensure the cooperation of other departments in this endeavor by obtaining the Board's concurrence of this decision; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Benton County Commissioners is authorized to sign the contract with Bid-4-Assets, Inc.

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

Prepared by D. Davidson
Central Services, County Auditor's Office, County Assessor's Office, Rosemary Ozuna (PA), Treasurer's Office

bid4assets

COUNTY OF BENTON
Online Auction Services

Bid4Assets Professional Services Agreement

THIS Professional Services Agreement (hereinafter referred to as the "Agreement"), is made as of the 24 day of August, 2009 (the "Effective Date") by and between **BID4ASSETS, INC.,** a Maryland corporation, having an address of 8757 Georgia Avenue, Suite 1330, Silver Spring, MD 20910 (hereinafter referred to as "Bid4Assets") and the **COUNTY OF BENTON,** a political subdivision of the state of Washington, as represented by the Benton County Treasurer, having an address of 5600 West Canal Drive, Kennewick, WA 99336, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County is authorized by the laws of the State of Washington to contract for professional services in matters concerning its various departments, including the Treasurer; and

WHEREAS, the Treasurer, desires Internet advertising and auction services of tax-foreclosed properties which requires specialized skills, technical expertise, and other supportive capabilities to implement;

WHEREAS, the Treasurer, does not have sufficient resources to provide such services;

WHEREAS, the Treasurer desires to engage Bid4Assets to provide said services by reason of its qualification, experience and facilities for doing the type of work herein contemplated; and

WHEREAS, Bid4Assets has offered to provide the required services to the Treasurer according to the terms set forth herein.

NOW, THEREFORE, IT IS AGREED in consideration of the mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which Bid4Assets and the County acknowledge, Bid4Assets and County agree as follows:

1. Agreement Documents. This Agreement consists of the following documents:

   a. The terms and conditions set forth herein;
   b. **Exhibit A**, Bid4Assets "Service Fees";
   c. **Exhibit B**, "Scope of Work"; and
   d. **Exhibit C**, Bid4Assets "Terms and Conditions" effective February 25, 2008.

bid4assets

County of Benton
Professional Services Agreement

2. Services to be Rendered. A description of the services to be provided is contained in **Exhibit B**, "Scope of Work", attached hereto and incorporated herein by this reference.

3. Service Fees. The Treasurer agrees to pay to Bid4Assets fees for pre-auction advertising and use of its online Website in accordance with this Agreement as specified in **Exhibit A**, "Service Fees", attached hereto and incorporated herein by this reference.

4. Exclusive Agreement to Sell. Treasurer hereby hires Bid4Assets to be the exclusive venue to facilitate the sale and transfer of real property assets of Treasurer listed (hereinafter referred to as the "Assets", "Parcels" or "Properties") on Bid4Assets online venue (the "Website" or "Site"). Treasurer warrants that the Treasurer is authorized to sell the Assets. Treasurer agrees that Bid4Assets services are provided solely in accordance with the terms of this Agreement and further agrees to be bound by the Bid4Assets Terms of Service as they appear on the Bid4Assets Website (www.Bid4Assets) on the Effective Date (the "Terms of Service). This Agreement supersedes any conflicting stipulations outlined in the Terms of Service. Bid4Assets agrees to utilize its Site to facilitate the sale and transfer (the "Auction") between Treasurer and the network of potential bidders who have registered to be bidders with Bid4Assets (the "Buyer" or the "Buyers").

5. Time to Provide Asset Information.

a. In order to effectively list the Assets for sale, Treasurer must provide documentation and due diligence information regarding the Assets (the "Information") by five (5) business days prior to the date the Assets are to be posted on the Bid4Assets Site. This delivery date is hereafter referred to as the "Information Delivery Date". Additional time to post Assets may be required by Bid4Assets when a large number of Assets are posted simultaneously. The information (the "Information") to be posted should include:

- Description of each asset or lot of items to be sold, including APN/ATN number, tax rate and area, street address (where applicable), among other data
- Pictures of the assets, if available
- Any special features of Asset
- Terms of sale
- Other information that can assist the bidders in making an informed purchase decision.
- If applicable, minimum prices for each asset or lot of items.

b. Alterations to Information after the Information Delivery Date will result in a fee of five dollars ($5.00) at each occurrence for each asset that is affected to cover the additional services provided by Bid4Assets. Any auction support services requested by the Treasurer outside of Bid4Assets' normal business hours (9:00 a.m. to 5:30 p.m. Eastern Standard Time) may require an additional charge to the County.

bid4assets

6. Auction Date; Term of Agreement. Provided that the Information is delivered to Bid4Assets by the Information Delivery Date, the Auction shall be listed and advertised in a Preview Period prior to the start of the Auction. The Auction will continue for a period of two (2) to five (5) days after commencement of the Auction. The Auction will be reopened and closed at least two (2) times beyond the original Auction, and within forty-five (45) days of the original Auction, if any parcels that are bid on fail to actually settle with a cash payment. This Agreement shall be effective until December 31, 2010 unless sooner terminated, as described herein.

7. Marketing of the Assets. Bid4Assets will provide standard marketing services of direct email notification to users in our buyer base interested in assets similar to the Treasurer's, and placement of the Asset offerings in the applicable asset channel page of the Bid4Assets Website. Additional marketing may include newspaper advertising in local publications and press releases to local and national media outlets. Bid4Assets is required to obtain prior approval from the Treasurer of all email notices, listings, advertisements and press releases. Treasurer will post notices of sale as required by law for Washington tax foreclosure sales and may post sale notices on properties to be sold.

8. Optional Online Financial Services: Treasurer may elect to have Bid4Assets supply pre-bid deposit and payment processing services. If elected, Treasurer will also indicate in **Exhibit A** hereto.

9. Termination. The Treasurer or Bid4Assets may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event either Bid4Assets or Treasurer terminates this Agreement, Bid4Assets shall submit to the Treasurer all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within fifteen (15) days after the effective day of any written Notice of Termination. Paragraph 3, and the obligation to pay for services rendered by Bid4Assets, Inc., shall survive any termination of this Agreement.

10. Notices. All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To County: Benton County Treasurer
Attn: Duane Davidson
5600 West Canal Drive Ste D
Kennewick, Washington 99336

bid4assets

County of Benton
Professional Services Agreement

To Bid4Assets: Bid4Assets, Inc.
Attn: Natalie Dhakhwa, National Director
8757 Georgia Avenue, Ste. 1330
Silver Spring, Maryland 20910

11. Authority to Bind County. It is understood that Bid4Assets, in its performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind the Treasurer to any agreements or undertakings.

12. Modifications of Agreement. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

13. Confidentiality. Bid4Assets shall not, without the written consent of the Treasurer, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

14. Audit, Inspection and Retention of Records. Bid4Assets agrees to maintain and make available to Treasurer accurate books and records relative to all its activities under this Agreement. Bid4Assets shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Bid4Assets shall maintain such data and records in an accessible location and condition for a period of not less than six (6) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. Bid4Assets will provide copies of any above stated records as requested by the Treasurer. The State of Washington and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Treasurer herein.

15. Hold Harmless and Indemnification. Bid4Assets 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 Bid4Asset's acts, errors or omissions in the performance of this Agreement. PROVIDED, that Bid4Asset'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. To the extent that this paragraph is in conflict with the Terms and Conditions set forth in Exhibit C, "Terms of Service", this paragraph controls and the conflicting language contained in Exhibit C will be given no force or effect.

bid4assets

16. Independent Contractor.

a. Bid4Assets services shall be furnished by Bid4Asset's as an independent contractor and not as an agent, employee or servant of the Treasurer. Bid4Asset's specifically has the right to direct and control its own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

b. Bid4Asset's acknowledges that the entire compensation for this Agreement is set forth in Paragraph 3 and attached Exhibit A of this Agreement, and neither Bid4Asset's nor its employees are entitled to any benefits offered by the Treasurer as a department of Benton County, 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 employees of Benton County or the Treasurer's office.

c. Bid4Assets shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of Bid4Asets shall be or deem to be or act or purport to act as an employee, agent, or representative of the Treasurer or of Benton County.

d. Bid4Assets shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Agreement.

17. Nondiscrimination. Bid4Assets, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

18. Assignment, Delegation and Subcontracting.

a. Bid4Assets shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of Bid4Assets under this

Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Treasurer.

b. Bid4Assets 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 Bid4Assets, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

19. Non-Waiver of Rights. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

20. Compliance with Laws. Bid4Assets shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

21. Signature Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

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

23. Disputes. Disputes between Bid4Assets and the Treasurer, arising under and by virtue of this Agreement, shall be brought to the attention of the Treasurer 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 to Bid4Assets shall be decided by the Treasurer's Contract Representative or designee. All rulings, orders, instructions and decisions of the Treasurer's Contract Representative shall be final and conclusive, subject to Bid4Assets right to seek judicial relief.

24. Successors and Assigns. The Treasurer, to the extent permitted by law, and Bid4Assets, each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants in this Agreement.

25. Choice of Law, Jurisdiction and Venue.

a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto

that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

b. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

26. Severability.

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

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

27. Litigation Hold Notice. In the event the Treasurer learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Bid4Assets pursuant to Section 13 of this Agreement may be of evidentiary value, the Treasurer may issue a written notice to Bid4Assets of such circumstances and direct Bid4Assets to "hold" such records. In the event that Bid4Assets receives such written notice, Bid4Assets shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between Bid4Assets and the Treasurer is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set forth in Section 13.

28. Public Records Act. Bid4Assets hereby acknowledges that the Treasurer is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, Bid4Assets understands that to the extent a proper request is made, the Treasurer may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to Bid4Assets by the Treasurer that Bid4Assets might regard as confidential or proprietary. To the extent that Bid4Assets provides any records to the Treasurer that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Bid4Assets also hereby waives any and all claims and causes of action for any injury it may suffer by virtue of the Treasurer's release of records covered under the Public Records Act. The Treasurer agrees to take all reasonable steps to notify Bid4Assets in a timely fashion of any request made under the Public Records Act which will require

disclosure of any records marked by Bid4Assets as confidential or proprietary, so that Bid4Assets may seek a judicial order of protection if necessary.

29. Insurance.

a. Professional Legal Liability. Prior to the start of work under this Agreement, Bid4Assets, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to Bid4Asset's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Bid4Asset's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of Bid4Asset's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Bid4Asset's is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Bid4Asset's shall annually provide the County with proof of all such insurance.

b. Workers Compensation. Bid4Asset's shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Bid4Asset's and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Bid4Asset's 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 Bid4Asset's, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and the County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Bid4Asset's shall indemnify the County.

bid4assets

Indemnity shall include all fines, payment of benefits to Bid4Assets or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the County by Bid4Assets pursuant to the indemnity agreement may be deducted from any payments owed by the County to Bid4Assets for performance of this Agreement.

c. Commercial General Liability and Employers Liability Insurance. Prior to the start of work under this Agreement, Bid4Assets shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County as an additional insured (CG2010) and an endorsement that specifically states that Bid4Asset's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

Bid4Assets will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Section 15. Specialized forms specific to the industry of Bid4Assets will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If Bid4Assets has any employees, it also shall maintain employers liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

d. Automobile Liability. Bid4Assets 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." Bid4Assets waives all rights against the County for the recovery of damages to the extent they are covered by business auto liability.

e. Other Insurance Provisions.

(1) Bid4Asset'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) Bid4Asset's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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

(4) Bid4Asset'sinsurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Bid4Assets shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(6) All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A" rating, or in special circumstances, be approved by the County.

(7) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

f. Verification of Coverage and Acceptability of Insurers. Prior to Bid4Assets commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Insurance. Receipt of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements set for the above.

g. Cancellation of Insurance. The above stated insurance coverages required to be maintained by Bid4Assets shall be maintained until the completion of all Bid4Asset's obligations under this Agreement, and shall not be reduced, modified or cancelled without thirty (30) days prior written notice to the County. Bid4Assets shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted upon insolvency of the insurer that issued the policy.

bid4assets

County of Benton
Professional Services Agreement

IN WITNESS WHEREOF, each party has entered into this Agreement effective as of the Effective Date for itself, its employees, officers, partners and successors, to be fully bound by all terms and condition of this Agreement.

Bid4Assets:

Dated: 8/18/09

By

Christina Osberg, Chief Executive Officer
Federal Tax I.D. No. 52-2154558

Dated: 8/18/09

APPROVED:
Benton County Treasurer

Duane Davidson, Benton County Treasurer

Dated: _____

APPROVED:
Benton County Commissioner

Max Benitz, Jr., Chairman of the Board

(As to Form)

Benton County Prosecuting Attorney

Kathleen Galioto, Benton County Prosecuting Attorney

bid4assets

County of Benton
Professional Services Agreement

Exhibit A
Bid4Assets Service Fees

All Fees are due upon completion of the auction. Please mark the box to the left of any optional services you would like to select.

FEES	Amount per Parcel (APN/ATN number)
☒ Option A:	A $75 Per Parcel Fee (APN/ATN number) will be charged for properties listed on the Website (regardless of redemption or removal prior to auction date). Properties that were unsold or pulled from the site during the initial auction may be re-listed in a secondary auction within 90 days for a fee of $55 Per SOLD. A Set-Up Fee of $200.00 will be charged per Auction for auctions of less than 25 parcels.
☐ Option B:	Ten percent (10%) Buyers Premium will be charged on all sold properties. The Per Parcel Fees will be waived, except for parcels that are removed/redeemed prior to sale. Set Up Fee per Auction: $1,000

OPTIONAL BID DEPOSIT SERVICE FEE	
Type	**Amount**
☐ BidDeposit Per Storefront	$15.00 per deposit paid by the winning bidder
☐ Payment Processing	$15.00 per parcel paid by the winning bidder

bid4assets

County of Benton
Professional Services Agreement

Exhibit B
Scope of Work

Website Advertising and Auction Services for Tax-Foreclosed Properties:
Bid4Assets to provide Website services on the Bid4Assets' Website for the Benton County Treasurer's Office to advertise for auction of tax-foreclosed properties. Website services will include organizing, posting, hosting, and servicing advertised tax-foreclosed properties (including pictures of the properties when available) and due diligence information. These advertised properties will be auctioned on the Website at the direction of the Treasurer. For the duration of each auction, advertising on the Website will be available to the public twenty-four hours per day, seven days per week ("24/7"). The Treasurer will have the opportunity to remove parcels from an auction prior to bid opening.

Auction advertising is anticipated for four (4) to five (5) weeks prior to the auction. The auction advertising Website will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the Treasurer.

Bid4Assets shall, at the direction of the Treasurer, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a Web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of tax-foreclosed properties.

Bid4Assets shall assign passwords to registered and pre-qualified bidders.

Bid4Assets shall send emails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid. Bid4Assets shall structure auction so that bidders can bid automatically.

Pre-Qualification of Bidders:
Bid4Assets will structure the Website so as to inform potential buyers of certain relevant information concerning Washington property tax sales prior to bidding on properties. At the sole discretion of the Treasurer, a qualifying deposit may be waived and other bidder qualifications may be imposed. All bidder qualifications are subject to review and approval by the Treasurer.

Rejecting Bids:
Bid4Assets will structure the Website in a manner that permits the County to reject a bid for tax–foreclosed properties for any reason whatsoever.

Withdrawing Properties:
Bid4Assets will structure the Website in a manner that permits the County to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever, subject to the terms outlined in the Professional Services Agreement, under which per parcel fees are still due.

Confirmation of Successful Bid:
Bid4Assets will notify successful bidders, at the direction of the Treasurer, immediately after the auction.

Bidder's Instructions:
Bid4Assets will include bidder's instructions on the Website that sets forth the following information: (1) This is a "buyer beware" sale without warranties of any kind and without notice as to any outstanding easements, restrictions, or encumbrances; (2) All sales are where is, as is, and final with no refunds available; (3) You must be 18 years of age to bid (4) The minimum bid should be listed on the Website; (5) Auction start date and time; (6) Auction end date and time; 7) The Treasurer's right to reject bids for any reason whatsoever; 8) The Treasurer's right to withdraw properties for any reason whatsoever; (9) county employees and their agents are prohibited from bidding and, (10) any other legal restrictions deemed appropriate.

Treasurer's Instructions:
Treasurer will provide Bid4Assets data as requested in a bulk asset upload form provided by Bid4Assets. Treasurer will provide this data at least one week prior to the beginning of the Treasurer's Preview period, during which interested bidders may examine the property listings and due diligence online. In addition, Treasurer will provide photos (if available) in JPEG in a 229W x 177H pixel format, and maps in a PDF format.

Collection of Deed Information:
Bid4Assets will assist with the collection of information for the Treasurer's deeds and REET affidavit by providing access to Bid4Assets' proprietary electronic DeedWizard via a hyperlink from the winning bidder email sent at the close of an auction. Information collected will include the Property Tax Number, name(s) of individuals to whom the property should be conveyed, legal description of individuals (i.e. husband and wife as joint tenants, etc.), bidder name, bid information, mailing address, and phone number.

After bidders have submitted their information, DeedWizard will generate a form that they can check for errors and then reject or submit, and print for their own records. Bid4Assets will provide the Treasurer with a comprehensive electronic report detailing this data once it is

complete.

Reporting:

Bid4Assets will provide the Treasurer with a complete report at the conclusion of each auction. Information will include number of page views, number of individuals who viewed due diligence, number of unique bidders, number of total bids, winning bid amounts, and contact information of successful bidders.

Security:

Bid4Assets must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising website must be hosted on a secure server, using Secured Socket Layers. Site must provide a complete audit trail of all transactions.

7.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING EQUIPMENT FOR THE TREASURER'S OFFICE

WHEREAS, the Benton County Treasurer continues to remodel the Treasurer's Office at the Kennewick Annex in an effort to better serve taxpayers, create greater efficiencies, capture more usable space, and enhance employee health and safety; and,

WHEREAS, the County Commissioners have provided additional space for the Treasurer's Office by providing the office previously occupied by the County Assessor; and

WHEREAS, Husk Furniture has provided the attached purchase orders which provide for the purchase of additional office furniture and furniture components, which when combined with the Treasurer's existing office furniture will adequately equip the new office space; and

WHEREAS, the Treasurer wishes to ensure the cooperation of other departments in this endeavor by obtaining the Board's concurrence of this decision; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Benton County Commissioners is authorized to sign the attached purchase orders "Attachment A" titled "Furniture Proposal" with Husk Furniture.

Dated this 25th day of August, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Prepared by D. A. Davidson, Benton County Treasurer

CC: County Auditor's Office/ Accounting/ Patrick Powell, Rosie Sparks

HUSK OFFICE FURNITURE & SUPPLIES

327 W. Clark St. Pasco, WA 99301
Fax (509) 547-8215 Phone (509) 547-7593 Email order@huskoffice.com

Furniture Proposal

Contact:
Greg Banks: gregb@huskoffice.com
Ben Klem: benk@huskoffice.com

Benton County Treasurer
Duane Davidson

737-3520 ext 5661
Fax

Revised **4/15/09**

		Stock #		List Price EA	Sales Price EA	Total	Catalog Page #
1	EA	MAX PLNR4224	24"wx42"h Fabric Panel	364.00	200.20	200.20	
1	EA	MAX UCT1224TM	12"x24" Straight Counter top	186.00	102.30	102.30	
1	EA	MAX SKRT2460HMEP	24"x60" Return Work Table	508.00	279.40	279.40	
4	EA	MAX SKRT2448HMEP	24"x48" Return Work Table	462.00	254.10	1016.40	
1	EA	MAX SKRD2466HMCL	24"x66" Work Table	585.00	321.75	321.75	
2	EA	MAX SKRD2460HMCL	24"x60" Work Table	569.00	312.95	625.90	
1	EA	MAX TR48	48" Round Table Top	338.00	185.90	185.90	
1	EA	MAX PTB1	Base for Round Table	343.00	188.65	188.65	
1	EA	MAX SKSH60	60" Hutch with Doors	728.00	400.40	400.40	
1	EA	MAX SKSB60	Back & Tack panel for Hutch	190.00	104.50	104.50	
2	EA	MAX BS72	72"H Metal Bookcase	588.00	323.40	646.80	
1	EA	MAX ESP20BM	Box/Box/File Pedestal. Mobil	572.00	314.60	314.60	
3	EA	HON 4004AB12T	Armless Guest Chair. Gray	215.00	118.25	354.75	
3	EA	OM PA57	Ergonomic Desk Chair.no arms	382.00	210.10	630.30	
			Fabric Marble				
1	EA	ALE 98011	Machine Stand	649.00	325.00	325.00	Special
1	EA	Labor	Break Down, Move & Re-Assemble		549.00	549.00	
0	EA		existing furniture		0.00	0.00	

Prices Good For 30 Days
All prices include set up and delivered to Ground Floor
Please allow 5 to 6 Weeks from date of order for delivery
Laminate - Brune Slate W1763
Paint - Taupe - PTA
Fabric - Trafic: Fire Brick - 4410-2734
T-Mold - Taupe - TTA

Sub Total	6245.85
Tax 8.3%	518.41
Total	6764.26

Greg Banks Husk Office Furniture

Max Benitz, Jr. Chairman of the Board

Duane Davidson BC Treasurer

HUSK OFFICE FURNITURE & SUPPLIES

327 W. Clark St. Pasco, WA 99301
Fax (509) 547-8215 Phone (509) 547-7593 Email order@huskoffice.com

Furniture Proposal

Contact:
Greg Banks: gregb@huskoffice.com
Ben Klem: benk@huskoffice.com

Benton County Treasurer
Duane Davidson

737-3520 ext 5661
Fax

8/12/09

Scanner Station Add-on

		Stock #		List Price EA	Sales Price EA	Total	Catalog Page #
1	EA	MAX SKRD3066HMCL	30"x66" Work Table	633.00	348.15	348.15	
1	EA	MAX SKBT2448NM	24"x48" Bridge Top	347.00	190.85	190.85	
1	EA	USED	Used Kidney shape adjustable Hight Table		169.00	169.00	
0	EA				0.00	0.00	

Prices Good For 30 Days
All prices include set up and delivered to Ground Floor
Please allow 5 to 6 Weeks from date of order for delivery
Laminate - Brune Slate W1763
Paint - Taupe - PTA
Fabric - Trafic: Fire Brick - 4410-2734
T-Mold - Taupe - TTA

Sub Total	708.00
Tax 8.3%	58.76
Total	766.76

Greg Banks Husk Office Furniture

Max Benitz, Jr. Chairman of the Board

Bobbie Gagner BC Auditor

9:05

Benton County Fairgrounds Leasehold Excise Tax

The Benton County Fairgrounds is required to collect Leasehold Excise Tax on:

Boat/RV Leases
Horse Stall Leases

The Current Leasehold Excise Tax rate is 12.83%

This requirement has generated a requested change in the:

Boat/RV Storage Lease Rate
Horse Stall Lease Rate

Proposed Rate for Boat/RV Storage Lease:

Rate remains the same.
plus Leasehold Excise Tax

Proposed Rate for Horse Stall Lease:

Rate increase
plus Leasehold Excise Tax

8/18/2009
Livey

Horse Area Cost Analysis

OPTION 1
REMAIN OPEN ON AN ANNUAL BASIS

> Annual Loss
Our historic ***loss*** with the Equine area being open on a annual basis

2007 $ (12,416)
2008 $ (4,258)

> A rate increase to the following rates would cover Benton County current losses, excise tax and a capital purchase.

	Current rate	New rate	12.83% Excise Tax	Rate including Excise Tax	% increase excluding tax
Old Stall	$ 75	$ 115	$ 15	$ 130	53%
New Stall	$ 170	$ 229	$ 29	$ 258	35%

OR

OPTION 2
REMAIN OPEN 4 MONTHS OF THE YEAR (February - May)

> 4 Month Gain (February - May)
Our estimated ***gain*** if the Equine area was open only 4 months of the year

2007 $ 16,604
2008 $ 28,640

> A rate increase to the following rates would cover excise tax and a capital purchase.

	Current rate	New rate	12.83% Excise Tax	Rate including Excise Tax	% increase excluding tax
Old Stall	$ 75	$ 100	$ 13	$ 113	33%
New Stall	$ 170	$ 195	$ 25	$ 220	15%

Trainers primarily use the facility February - May
A few trainers remain in the facility the remainder of the year.
By using this route, the rate remains lower for the majority of the trainers, and the majority of the trainers are not subsizing the minority by having their rates increase to cover annual access.

Recommendation:

At this time I recommend Option 2
If chosen, attached are the Resolution and rate change as outlined, plus housekeeping changes on the Equie Training and Camping Facility Rules and Regulations.

Ivey
8/18/2009

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF THE REVISED FAIRGROUNDS STANDARD LEASE AGREEMENT FORM AND RENTAL RATES, RESCINDING RESOLUTION 07-847;

WHEREAS, Benton County is the sole owner of the Fairgrounds and wishes to lease the facilities during non-fair periods to promote additional income to offset Fairgrounds operating costs; and

WHEREAS, Benton County is the sole approving agency for all Fairgrounds rental contracts; and

WHEREAS, RCW 36.37.010 defines Agricultural Exhibits as a County purpose; and,

WHEREAS, the Board reviewed the attached Fairgrounds Lease schedule; and

WHEREAS, Weekend is defined as Friday and Saturday rentals; and

WHEREAS, Mid-week is defined as Sunday through Thursday rentals: **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Board accepts the revised Fairgrounds Lease schedule; and,

BE IT FURTHER RESOLVED, that the Board authorizes Fairgrounds staff to negotiate compensation for rental of Fairgrounds facilities as provided in the Fairgrounds Lease schedule; and,

BE IT FURTHER RESOLVED, that per RCW 36.37.010, Benton County Fairgrounds facilities may be made available at not cost to agricultural based non-profit organizations, such as, but not limited to 4-H Clubs, for the purpose of holding an agricultural exhibit.

Dated this _____ day of _____, 2009

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

cc: Fairgrounds, Linda Ivey, file

LJI

Benton County Fairgrounds Lease Schedule

Commercial Buildings	Weekend	Mid-week	mid-week is Sun-Thurs
1	$ 1,200	$ 400	includes 30 tables and 250 chairs
2	$ 2,000	$ 700	includes 50 tables and 400 chairs
3	$ 1,200	$ 400	includes 30 tables and 250 chairs
4	$ 1,200	$ 400	includes 30 tables and 250 chairs
16	$ 600	$ 200	includes 15 tables and 125 chairs

Outdoor	Weekend	Mid-week
Rodeo Arena	$ 2,000	$ 700
4-h Arena **	$ 250	$ 150
Wine Garden	$ 150	$ 50
Carnival - north lawn	$ 750	$ 250
Entertainment - center lawn	$ 750	$ 250
Grange-Food Ct	$ 250	$ 100
Oak Street	$ 400	$ 150
Kid Zone- south lawn	$ 300	$ 100
Wedding Garden	$ 300	$ 100
Commercial Pavilion	$ 400	$ 150

Livestock Buildings	Weekend	Mid-week
6	$ 400	$ 150
7	$ 400	$ 150
8	$ 400	$ 150
9	$ 400	$ 150
10	$ 400	$ 150
11	$ 400	$ 150
12	$ 500	$ 200
5	$ 400	$ 150
Bill Beck Gazebo	$ 400	$ 150

Other						
Grounds *		per day	$ 10,000			
RV Hookup		per day	$ 10			
Dry camping		per day	$ 6			
RV Hookup	equine area	per month	$ 185			
RV Ltd Hookup	equine area	per month	$ 150			
Horse Stalls	old	per month	$ 100	plus tax ***		
Horse Stalls	new	per month	$ 195	plus tax ***		
Tack Room	horse stalls	per month	$ 15	plus tax ***		
RV Storage	(nterior 10x30)	per month	75		$2.50 each additional ft (Nov-Feb)	plus tax ***
RV Storage	(covered 15X35)	per month	$ 50		$1.50 each additional ft (Nov-Feb)	plus tax ***
Add'l Tables		per day	$ 8			
Add'l Chairs		per day	$ 1			
Bleacher		per day	$ 30			
Picnic Tables		per day	$ 10			

(1) The County Administrator has authorization to negotiate and approve combination event rates, within the limit that the combined rate is equal to or greater than 50% the published rate. Also the County Administrator is authorized to offer refunds in aggregate, that shall not exceed 50% of the negotiated contract rate. Agreements and refunds outside this range require the approval by the Board of Benton County Commissioners.

(2) The Fairgrounds Office Manager has authority to negotiate after the agreement is in place if there is a change in attendance requiring greater or lesser amounts of security, insurance, tables or chairs, etc. These changes will be noted in an amendment to the agreement that shall be signed by both the Office Manager and the Lessee.

(3) Additional third party costs (ie. Insurance, security, etc.) are borne by the lessee. Staff will work with risk management on insurance and security issues.

(*) Grounds includes Buildings 1,2,3 and 4; the wine garden, oak street, commercial pavilion, and carnival and entertainment areas- Arenas, horse area, barns and RV Hookup/camping are additional costs.

(**) 4H Arena: mid-week is Mon-Thurs. If the 4H Arena is prepped for any event, a preparation charge of $150 applies.

(***) Leasehold Excise Tax applies

8/18/2009, LJI

Benton County Fairgrounds
Equine Training and Camping Facility

Rules and Regulations

1. **Benton County Fairgrounds Policies and Procedures**
   a. BCF Policies and Procedures is applicable to all Boarders, Campers and Renters.
   b. Boarders, Campers and Renters are responsible for reading and understanding these Policies and Procedures.

2. **County Provided Services**
   a. BCF Equine Training and Camping Facility Season – **February 1 through May 31.** All horses, trailers, walkers, RVs, personal property and all other items from stalls and tack rooms must be removed prior to June 1st. **No stall rentals or camping will be allowed from June 1st through January 31st.**
   b. Utilities, Water, Sewer and Refuse Removal (in refuse barrels only)
   c. Restrooms, Water Lines and Electrical Hookups.
   d. Replacement of Light Bulbs in stalls and tack rooms.
   e. Manure and Straw Removal.
   f. Main Track – **worked and watered two (2) days a week** when the track is open, unless BCF feels the physical condition deems fit for the event. Maintaining of the track is subject to weather conditions.

3. **Rental Fees**

a.	Stall Rent – Row A	$195.00 per month per stall plus tax
b.	Stall Rent – Row B and C	$100.00 per month per stall plus tax
c.	Tack Rooms	$15.00 per month per tack room plus tax
d.	Haul-In Pass	$100.00 per season
e.	Camping – Full Hookups	$185.00 per month
f.	Camping – Electric Only	$150.00 per month

4. **Boarding and Camping Requirements**
   a. **Check in at the BCF Administrative Office before moving any horses, RVs or personal property on to the Equine Facility.**
   b. Complete a Horse Stall Boarding and/or Camping Agreement.
   c. Pay any outstanding balance.
   d. **No Horse will be stalled or camping permitted without completed paperwork and outstanding balance paid in full.**

5. **Stalls, Stall Areas and Tack Rooms – Boarder Responsibility**
   a. BCF reserves the right to inspect all stalls and tack rooms with 24 hours notice, except in the event of a reasonably perceived emergency threatening the safety of person or property, in which case BCF shall be permitted to enter immediately to resolve the emergency.
   b. Manure and Straw – deposit in designated area(s).
   c. Remove Trash (use provided trash bins).
   d. Maintain all areas to the condition of the first day of rental. If there is damage beyond ordinary wear and tear, then RENTER or BOARDER shall be responsible for paying the reasonable costs for repairing such damage unless, in the sole discretion of COUNTY,

RENTER or BOARDER is given written permission to repair the damage. RENTER or BOARDER shall not attempt such repair without written permission to do so. Repairs shall be subject to acceptance by COUNTY.

e. Recoil hoses at faucet after each use.
f. Tack Rooms are for tack only.
g. Stalls doors can be changed out for personal doors. The doors will need to be turned in to the BCF Maintenance office. You will be responsible for stall doors that are not turned in and will be charged accordingly.
h. Walker pedestals can be used on a first come first serve basis. Any damage to the pedestals will be charged to the BOARDER using the pedestal.

i. **The following are prohibited in stalls, stall areas and tack rooms:**
   1. Horses are not allowed to run loose on BCF property.
   2. Unattended horses (except in stalls)
   3. Dogs or pets
   4. Pens between stall rows
   5. Freestanding pens (used for overnight stalling)
   6. Sleeping or otherwise residing in, or allowing others to sleep or reside in
   7. Heaters, Fans, Coolers, Electrical Appliances
   8. Extension Cords, Drop Lights
   9. Combustible or Flammable Containers and Items
   10. Cooking or barbequing
   11. Smoking

6. Abandoned Horse(s)

a. Any horse(s) in an unrented stall or wandering premises and that remains unclaimed for a period in excess of 10 minutes shall be regarded as abandoned and will be subject to removal to Row A – Barns A, B, or C and locked down. A boarding charge of $50.00 per day per horse will be charged to the owner of the horse if found. Abandoning a horse as described herein constitutes a significant breach of this contract and shall subject the owner to forfeiture of all contractual rights for renting or boarding immediately with no refund of moneys paid. In addition, COUNTY reserves the right to notify law enforcement immediately upon observing any abandoned horse.

7. Arenas

a. **Main Track** can be used daily or Monday through Sunday during scheduled season times, unless otherwise posted. BCF reserves the right to close the track at any time BCF Management deem necessary. Closure notifications will be posted at the Main Track Entrance and Administrative Office.
b. **Sand Track** can be used Monday through Sunday of each week.
c. **4-H Arena usage** in not included in this agreement and is strictly prohibited.

8. Camping – Camper Responsibility

a. Maintain area around camping space by keeping it clean of debris (i.e. garbage, furniture, car parts, garbage, clothes lines, etc.).
b. Electrical cords must be properly grounded and wired.

c. LPG tanks must be securely attached on a firm base and the valve area protected.
d. Remove trash (use provided trash bins).
e. Pets must be on a leash and supervised at all times. Pet owners must clean up after their pets. No pets are allowed in the restroom, shower facilities or stall areas.

9. Prohibited - Equine Training and Camping Facility

a. **Altering of the Equine Facility** – changing, adjusting or any way modifying the stalls, stall areas, tack rooms, and camping areas.
b. Washing, servicing or repairing motor vehicles (including off road vehicles), trailers, RVs.
c. Consuming or possessing alcoholic beverages or illegal substances
d. Campfires or open flames of any sort except barbecues utilizing retail barbecue equipment in good repair
e. **Removal of Posted BCF Signs**

10. Parking – Stall and Camping Areas

a. Parking is allowed in designated areas only. Vehicles, trailers, RVs parked in non-designated areas may be towed and impounded at owner's expense.
b. **No blocking of shed rows or fire lanes at any time – vehicles blocking shed rows or fire lanes will be towed and impounded immediately at owner's expense.**
c. Trailers are to be parked only by the fence line on the east or west side of the Equine Facility or in the gravel parking lot.

11. Lost, Stolen or Damaged Property

a. BCF shall not be responsible, under any circumstances for property of the Agreement Holder while on the premises. The BCF will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Agreement Holder. In addition, the BCF is not responsible for any loss of articles or equipment left unattended in any facility.

12. Weapons, Firearms and Fireworks

a. Only persons properly licensed under RCW 9.41.070 shall carry concealed firearms on the premises. Possession of unconcealed firearms shall be permitted only pursuant to applicable State and Federal laws. No fireworks permitted on premises. No firearms may be discharged on premises. Discharging firearms or possession/discharging fireworks on premises shall constitute substantial breach of contract and shall subject offender to immediate forfeiture of all contractual rights and moneys paid.

13. Safety or Damage

a. Contact the Administrative Office or Maintenance Supervisor for any of the following:
    1. Safety Concerns
    2. Electrical and Water Problems
    3. Restroom Maintenance
    4. Damage to Stalls or Tack Rooms
    5. Removal of Stall and Tack Room Doors

9:20

Coroner Department Update

No Back-Up

9:40

Executive Session – Pending Litigation

No Back-Up

Historic County Courthouse Rehabilitation Grant Program Parameters

- Application received July 21, 2009 and due October 1, 2009
- $2 million for 2009 – 2011 biennium in Washington State
- Grant award is dollar for dollar matching
- Work completed after January 1, 2006 may count towards the match
- Project must be completed by June 20, 2011

Historic County Courthouse Rehabilitation Grant Program Project Plan

- Exterior Prosser Courthouse Remodel (Phase I)
  - Replace windows in courthouse (would like to address windows in the addition)
  - Refurbish entry steps and handrail
  - Refurbish front and side (east and west) doors and add card security before and after hours
  - Replace lighting
  - Perform cosmetic brickwork
  - Remove spiral metal stair leading to the Penthouse

Historic County Courthouse Rehabilitation Grant Program Pros and Cons

- Estimated costs for exterior Prosser Courthouse Remodel (Phase I) $900,000
- Work completed and can be used as matching equates to $56,000
- Architect ready to meet October 1, 2009 deadline

- Estimated costs for exterior Prosser Courthouse Remodel (Phase I) $900,000
- Grant amount is unknown
- Tight deadline for application submittal and project completion

Historic County Courthouse Rehabilitation Grant Program Presentation Outcome

- Approve applying for the grant

- Do not approve applying for the grant

Local Revitalization Financing (LRF)

Board of Benton County Commissioners

August 24, 2009

10:05

LRF – Quick Recap

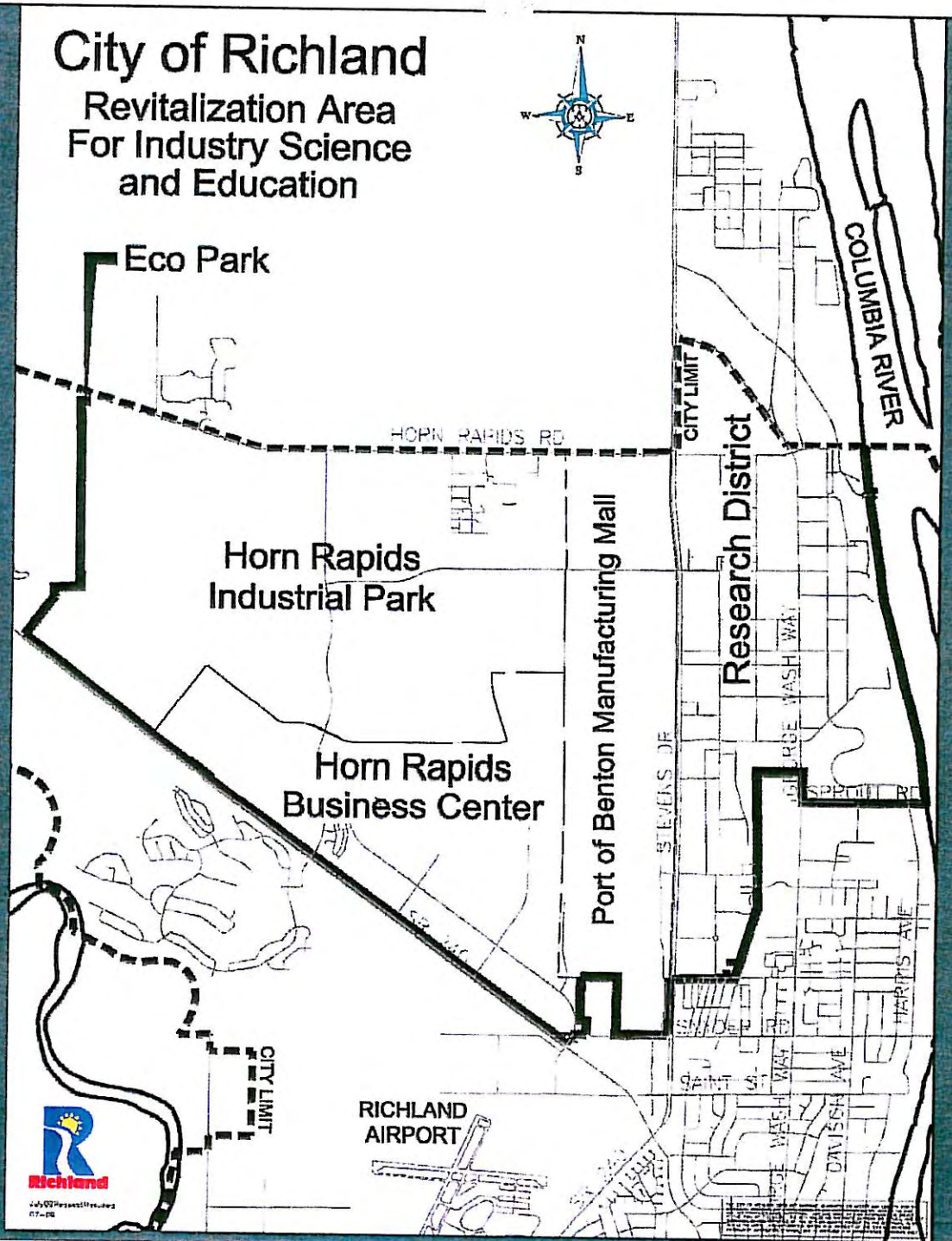
- LRF is Washington State's version of tax increment finance (a common program in most states)
- the State will match local contributions to a project based on additional revenue (both property and sales) forecast to the State from new development
- Applications due September 1st, 2009 and selection is first come – first served

LRF Process

- The application process is pretty intensive, requires
  - Identifying and naming the Revitalization Area (Revitalization Area for Industry, Science and Education)
  - Written notice to partners (Benton County and Port of Benton)
  - Notice of Public Hearing (Six notices at conspicuous public locations within RA)
  - Ordinance to create Revitalization Area (1st Reading)
  - Contracts or Letter of Intent from private developers (Henningsen Contract and Solaris Group LOI)
  - Public Hearing (To be held on August 25, 2009)
  - Application (Spreadsheet intensive process)

City of Richland

Revitalization Area For Industry Science and Education



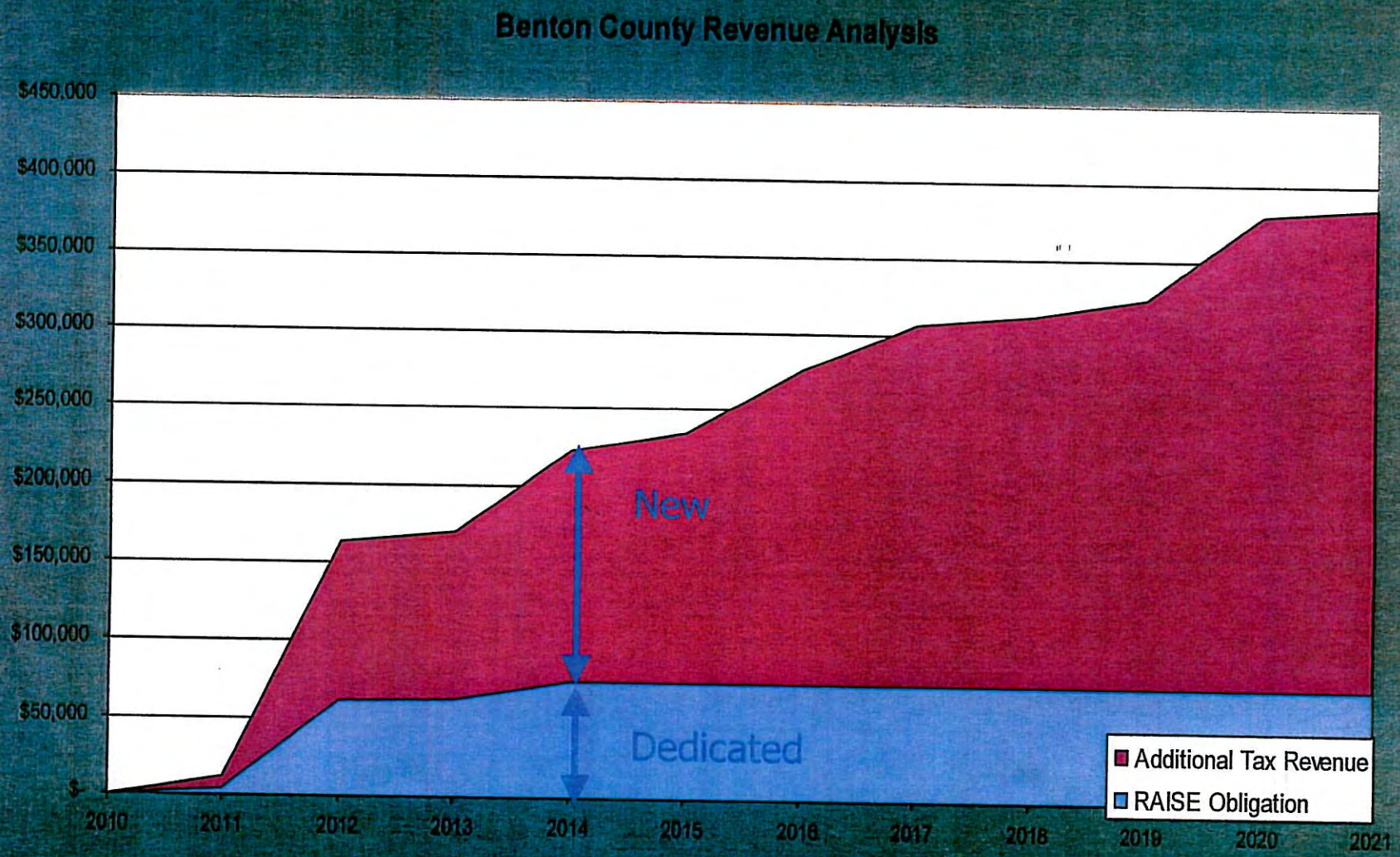
LRF – Initial Review

- How does it work?
  - Do you need big sales tax numbers? (No)
  - Does it raise taxes? (No)
- Should we do it?
  - How much new development is needed to support the request?
- What are the risks?
  - What happens if no new development?
- What about partners?
  - How will Benton County and Port of Benton respond?
  - Both Benton County and Port of Benton have elected to opt out pending further review.

The RAISE Proposal

- Funding $8.5 Million in Road, Utility and Fiber improvements
- Bond payment (20 year) $653,650 per year
- 50% from State - $326,825 per year request
- Local Match – Revenue Based
  - City max - 75% of property tax from increment value ($228,750)
  - County max - 50% of property tax from increment value – no sales tax ($75,280)
  - Port max - 50% of property tax from increment value ($22,795)
- Risk for local match is with the City

LRF – Benton County Property Tax (New)



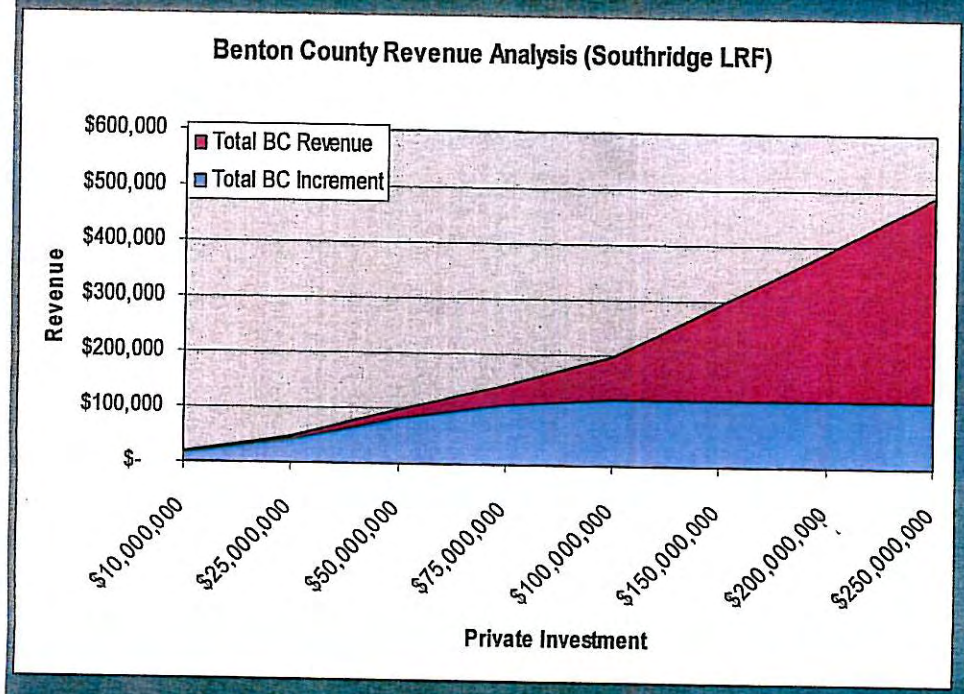
Compare to Southridge LRF

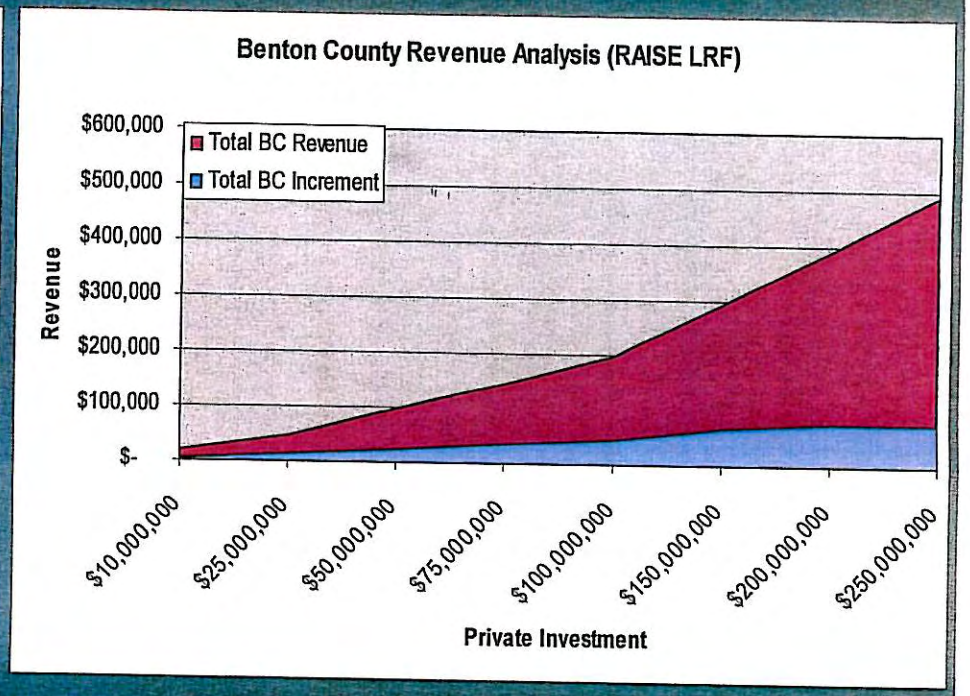
- The Southridge LRF requires
  - 100% of County's property tax increment ($83,000 cap for 25 years)
  - 100% of the County's sales tax increment ($37,000)
- The RAISE proposal requests
  - 50% of County's property tax increment ($76,000 cap for 20 years)
  - 0% of the sales tax

Compare to Southridge LRF

- Increment Financing is a revenue funded tool
- Revenue is generated from new construction
  - At $10,000,000 in new construction:
    - County pays $16,500 to Southridge LRF and collects $3000
    - County pays $4,500 to RAISE LRF and collects $15,000
  - At $100,000,000 in new construction:
    - County pays $120,000 to Southridge LRF and collects $75,628
    - County pays $45,236 to RAISE LRF and collects $150,000
  - At $200,000,000 in new construction:
    - County pays $120,000 to Southridge LRF and collects $271,000
    - County pays $76,000 to RAISE LRF and collects $315,257
- Stabilization
  - New construction sufficient to meet cap
    - Southridge LRF - $92,000,000
    - RAISE LRF - $168,000,000

Side by Side


Benton County Revenue Analysis (Southridge LRF)
Total BC Revenue
Total BC Increment
Revenue
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
$10,000,000
$25,000,000
$50,000,000
$75,000,000
$100,000,000
$150,000,000
$200,000,000
$250,000,000
Private Investment


Benton County Revenue Analysis (RAISE LRF)
Total BC Revenue
Total BC Increment
Revenue
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
$10,000,000
$25,000,000
$50,000,000
$75,000,000
$100,000,000
$150,000,000
$200,000,000
$250,000,000
Private Investment