

Jerome Delvin
District 1
Shon Small
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 Tuesday, January 10, 2017 Benton County Courthouse, Prosser, WA

To view items in detail, please
click on the highlighted area

9:00 AM

Call to Order

Approval of Minutes

❖ December 20, 2017 Board Meeting

Review Agenda

Consent Agenda

Auditor

- a. Cancellation of Unclaimed Warrants
- b. Surplus of Personal Property

Clerk

- c. Line Item Transfer, Fund No. 0000-101, Dept. 106

Commissioners

- d. Canvassing Board Appointment
- e. Non Bargaining General Increase of Wages for 2017
- f. 2017 Wage Increase Administrators, Managers & Assistant Managers
- g. Adoption of Flat Monthly Payments for 2017/2018 Juvenile Operating & Facilities Budget

Facilities

- h. Payment Authorization to Moon Security Services Inc. for Fire & Burglar Alarm Services
- i. Notice of Lowest Bidder for Purchase of Office Furniture ~ CB 16-14

Human Services

- j. Fifth Agreement Amendment w/Community Action Committee for Emergency Solutions Grant

Information Technology

- k. Purchase of 2-Yr Autodesk Software Subscription Renewal from DLT Solutions, LLC
- l. Purchase of ArcGIS Desktop Licenses from Environmental Systems Research Institute Inc. for Public Works
- m. Support Contract for Cisco Equipment from CompuNet, Inc.
- n. Purchases of Computers/Printers/Scanners/Tablets/Licenses for Document Preservation

Juvenile

- o. Amended Contract #1 w/Washington State Patrol for Criminal History Record Information Management
- p. Contract w/Tri-Cities Monitoring, Inc. for Armed Security Guard Services
- q. Contract w/City of Kennewick for Graffiti Abatement Program

Office of Public Defense

- r. Line Item Transfer, Fund No. 0000-101, Dept. 136
- s. Establishing Cost Share Rate to Divide Costs of Juvenile Dependency Public Defense Contracts Between Benton & Franklin Counties for 2017
- t. Amended District Court Public Defense Contract w/J Briggs
- u. District Court Public Defense Contract w/H Villani
- v. District Court Public Defense Contract Termination w/Z Goytowski
- w. District Court Public Defense Contract Termination w/A Pechtel
- x. Amended Superior Court Public Defense Contract w/T Orosco

Personnel

- y. Contract Termination w/Mail Finance, A Neopost Company
- z. Line Item Transfer, Fund No. 0503-101, Dept. 000
- aa. Line Item Transfer, Fund No. 0000-101, Dept. 114

Prosecuting Attorney

- bb. Collective Bargaining Agreement w/AFSCME AFL-CIO for Appraiser Employees

Public Safety

- cc. Agreement w/Partners for Early Learning for Building Resilience through Family Support
- dd. Agreement w/Tri-Cities Chaplaincy for Step-Up Program

Public Works

- ee. Line Item Transfer, Fund No. 0114-101, Dept. 000
- ff. Line Item Transfer, Fund No. 0101-101, Dept. 500
- gg. Adoption of Road Department Shop Rate
- hh. Equipment Maintenance Agreement w/Benton County Fire District #6
- ii. Payment Authorization to D&D Tri-Rivers Excavating, Inc. for Kennewick Parking Lot
- jj. Speed Limit Traffic Control on Certain County Roads

Sheriff

- kk. Salary Request Statement
- ll. Line Item Transfer, Fund No. 0000-101, Dept. 121 to Dept. 120
- mm. Line Item Transfer, Fund No. 0000-101, Dept. 125
- nn. Line Item Transfer, Fund No. 0116-101, Dept. 000

Sustainable Development

- oo. Appointments to the Hanford Advisory Board

Scheduled Business

Benton City Economic Development Update ~ A. Fyall & B. Baker

Yakima Basin Water Legislation Discussion ~ A. Fyall, D. Olsen & M. Neilson

Final Plat of Beverly Meadows Phase 2 – SUB 2016-006 ~ C. Posey

Discussion of the Process for Appointing a District Court Judge ~ Commissioners

Appointment of Interim Treasurer ~ Commissioners

Executive Session – Evaluating the Qualifications of Candidates for Appointment to Elective Office

Unscheduled Visitors
Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, December 20, 2016, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner Jerome Delvin
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, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; DPA Ryan Brown; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Assessor Bill Spencer; Treasurer Duane Davidson; Jerrod MacPherson, Assistant Planning Manager; Shyanne Faulconer, Community Programs/PR; Financial Analyst Paul Schut; Judge Terry Tanner, Greg Wendt, Principal Planner; IT Manager Teri Holmes; GIS Manager Mary Phillips.

Approval of Minutes

The Minutes of December 13, 2016 were approved.

Review Agenda

The Board added "aa" (Salary Request Statement) to the consent agenda.

The Board added an Executive Session to discuss the performance of a public employee.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "z", adding "aa" (Salary Request Statement). Commissioner Beaver seconded and upon vote, the Board approved the following:

Assessor

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

Auditor

- b. Line Item Transfer, Fund No. 0000-101, Dept. 102

Commissioners

- c. Step Increase Approval Request

- d. Line Item Transfer, Fund No. 0000-101, From Dept. 115 to Dept. 107
- e. Appointment of C Obrien to the Benton County Weed District No. 1

District Court

- f. Agreement w/State of WA Administrative Office of the Courts
- g. Contract w/A Uvalle for Interpreter Services
- h. Contract w/M Rudeen for Interpreter Services
- i. Line Item Transfer, Fund No. 0000-101, Dept. 111
- j. Line Item Transfer, Fund No. 0131-101, Dept. 000

Facilities

- k. Notice of Award for OPD/PA TI Project to Booth & Sons Construction, Inc.
- l. Contract w/Superior Maintenance Solutions, Inc. for Snow Removal

Information Technologies

- m. Purchase of Applications & Services from IWorq Systems for Public Works
- n. Purchase of CallMaker & CallReader Software from Techline Communications for Clerk's Office

Office of Public Defense

- o. Superior Court Public Defense Services Agreement w/M Iaria
- p. Line Item Transfer, Fund No. 0000-101, Dept. 136

Parks

- q. Line Item Transfer, Fund No. 0110-102, Dept. 000

Personnel

- r. Contract w/Castlebranch, Inc. for Employment Screening/Background Checks
- s. Appointment of Paynewest Insurance as Broker/Agent for Insurance Policies and Bonds

Prosecuting Attorney

- t. Line Item Transfer, Fund No. 0000-101, Dept. 117
- u. Line Item Transfer, Fund No. 0000-101, Dept. 117, Rescinding Resolution 2016-948

Public Safety

- v. Line Item Transfer, Fund No. 0148-101. Dept. 136

Public Works

- w. Agreement w/City of Kennewick for Bob Olson Parkway Project
- x. Purchase of Four Ford Pickups from Corwin Ford

Sheriff

- y. Salary Request Statement
- z. Contract Modification w/US Department of Energy for Law Enforcement Services

Planning

- aa. Salary Request Statement

Public Hearing – Adoption of Final 2017-2018 Budget

Paul Schut said the budget was advertised as required and posted on the main web page for the public to review.

Commissioner Delvin commented that he received a message to be careful with the budget because if the Columbia Generating Station closed, Benton County would be stuck with the bill.

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

MOTION: Commissioner Beaver moved to adopt the final 2017-2018 Benton County Budgets as presented. Commissioner Delvin seconded.

Discussion

The Board thanked David Sparks, Loretta Smith Kelty, Paul Shut and others that worked on balancing the budget.

Upon vote, the motion carried unanimously.

Unscheduled Visitors

Paul Schut presented two line item transfers for the Commissioners' office and Facilities Department for the Board's approval.

MOTION: Commissioner Beaver moved to approve the Line Item Transfer from Current Expense Fund Dept. 115 and Dept. 107 to Dept. 107, Rescinding Resolution 2016-1010. Commissioner Delvin seconded and upon vote, the motion carried.

MOTION: Commissioner Beaver moved to approve the Line Item Transfer from Current Expense Fund Dept. 115 to Dept. 110, Rescinding Resolution 2016-1014. Commissioner Delvin seconded and upon vote, the motion carried.

Judge Terry Tanner expressed appreciation on behalf of District Court for the budget approval. Additionally, he said they would be down a judge in 2017 and they were available to assist in expediting the process so they could get back up to full steam.

Mr. Sparks stated they had a process where they selected a committee and invited the cities to join and come up with three names for the Board to appoint a new judge and they just needed direction from the Board.

Commissioner Delvin requested the item be put on the January 10, 2017 agenda for the Board to review.

Lisa Small via/videoconference presented Amendment No. 5 for the contract with DOC for jail bed space. She said the amendment would extend the contract from January 1, 2017 to June 30, 2017 to allow them time to negotiate the terms of a new contract.

MOTION: Commissioner Beaver moved to approve the Resolution approving Amendment No. 5 to the Washington State Department of Corrections Agreement for jail bed space at the Benton County Jail. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

Treasurer Duane Davidson said the Board would need to appoint an Interim Treasurer and he wanted to suggest Kirsten Yniguez. She had worked for the Treasurer's office for 8 years, was a

foreclosure deputy for a number of years, resided in Benton County and was well versed in tax collection. Additionally, they were going through a conversion and she would be a good resource.

The Board agreed to put the appointment for Interim Treasurer on the January 10, 2017 agenda.

Jarrold MacPherson, Planning introduced Greg Wendt as newest member to the Benton County Planning Team.

Commissioner Delvin said he forwarded the email he received regarding the proposal from Gordon Thomas Honeywell about getting some assistance to go after funding. He said they had a new person on board that had worked on the State House of Representative capital budget committee and it might be good to use her expertise to gain state money for the two projects (jail mental health wing and juvenile).

MOTION: Commissioner Beaver moved to enter into an agreement as presented (no amount specified). Commissioner Delvin seconded.

Discussion

Commissioner Delvin said he would work with David Sparks, Loretta Smith Kelty and Ryan Brown to figure out how they would move forward with this.

Upon vote, the motion carried.

Chairman Small said he wanted to look at the jail issue during the beginning of the year. Commissioner Delvin said he had conversations with CEO's of the hospitals and publisher of Tri-City Herald and they were interested because it affected their operations. With a facility here it could defer more people out of the jail and he would keep working the individuals to pursue that.

The Board briefly recessed, reconvening at 9:35 a.m.

Executive Session – Performance of Public Employee

The Board went to into executive session at 9:36 for approximately five minutes to discuss the performance of a public employee. Also present were David Sparks, Loretta Smith Kelty and Cami McKenzie. The Board came out at 9:45 a.m. No decisions were made.

Payroll

Check Date: 12/15/2016

Payroll Draw Checks

Warrant #: 240219

Direct Deposit #: 120087-120272

Total all funds: \$112,768.00

Payroll Deductions/Transfers
Taxes #: 101161216
Total all funds: \$36,178.56

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

Claim for Damages

CC 2016-18: Received on December 16, 2016 from Austyn Schlosser

Resolutions

- 2016-1039: Line Item Transfer, Fund No. 0000-101, Dept. 101
- 2016-1040: Line Item Transfer, Fund No. 0000-101, Dept. 102
- 2016-1041: Line Item Transfer, Fund No. 0000-101, From Dept. 115 to Dept. 107
- 2016-1042: Appointment of C Obrien to the Benton County Weed District No. 1
- 2016-1043: Agreement w/State of WA Administrative Office of the Courts
- 2016-1044: Contract w/A Uvalle for Interpreter Services
- 2016-1045: Contract w/M Rudeen for Interpreter Services
- 2016-1046: Line Item Transfer, Fund No. 0000-101, Dept. 111
- 2016-1047: Line Item Transfer, Fund No. 0131-101, Dept. 000
- 2016-1048: Notice of Award for OPD/PA TI Project to Booth & Sons Construction, Inc.
- 2016-1049: Contract w/Superior Maintenance Solutions, Inc. for Snow Removal
- 2016-1050: Purchase of Applications & Services from IWorq Systems for Public Works
- 2016-1051: Purchase of CallMaker & CallReader Software from Techline Communications for Clerk's Office
- 2016-1052: Superior Court Public Defense Services Agreement w/M Iaria
- 2016-1053: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 2016-1054: Line Item Transfer, Fund No. 0110-102, Dept. 000
- 2016-1055: Contract w/Castlebranch, Inc. for Employment Screening/Background Checks
- 2016-1056: Appointment of Paynewest Insurance as Broker/Agent for Insurance Policies and Bonds
- 2016-1057: Line Item Transfer, Fund No. 0000-101, Dept. 117
- 2016-1058: Line Item Transfer, Fund No. 0000-101, Dept. 117, Rescinding Resolution 2016-948
- 2016-1059: Line Item Transfer, Fund No. 0148-101. Dept. 136
- 2016-1060: Agreement w/City of Kennewick for Bob Olson Parkway Project
- 2016-1061: Purchase of Four Ford Pickups from Corwin Ford
- 2016-1062: Contract Modification w/US Department of Energy for Law Enforcement Services
- 2016-1063: Adopting the Final 2017-2018 Benton County Budgets
- 2016-1064: Transfer of Funds Within Current Expense 0000-101 Dept. 115 To Dept. 107 - Rescinding Resolution 2016-1010
- 2016-1065: Transfer of Funds Within Current Expense Fund 0000-101 Non Department 115 To Dept. 110 - Rescinding Resolution 2016-1014
- 2016-1066: Authorizing Amendment No. 5 to the Washington Statement Department of Corrections Agreement No. K9420 for Jail Bed Space at the Benton County Jail

There being no further business before the Board, the meeting adjourned at approximately 9:45 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>01/10/17</u>	Execute Contract _____	Consent Agenda <u> X </u>
Subject: <u>Cancel Old Warrants</u>	Pass Resolution <u> X </u>	Public Hearing _____
Prepared by: <u>Rosie Sparks</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Van Pettey</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Pursuant to RCW 36.22.100 “Registered or interest bearing county warrants not presented within one year of the date of their call, and all other county warrants not presented within one year of the date of their issue shall be canceled by the legislative authority of the county and the auditor and treasurer of the county shall cancel all record of such warrants, so as to leave the funds as if such warrants had never been drawn”.

SUMMARY

This resolution identifies the warrants still outstanding from 2015 which need to be canceled.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

\$4,868.11

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF CANCELLATION OF UNCLAIMED WARRANTS AS SET
FORTH IN RCW 36.22.100

WHEREAS, RCW 36.22.100, Cancellation of Unclaimed Warrants, specifies in part "...warrants not presented within one year of the date of their issue shall be cancelled by the legislative authority of the county..."; and

WHEREAS, certain warrants have not been presented for payment within one year of the date of their issue, from the following funds:

<u>Name of Fund</u>	<u>Number</u>	<u>Outstanding Balance</u>
Current Expense	0000-101	\$4,235.93
Human Services	0108-101	632.18
		Total \$4,868.11

BE IT RESOLVED by the Board of Benton County Commissioners that all outstanding warrants issued on or before December 31, 2015, are hereby canceled as of December 31, 2016. The Auditor and Treasurer of Benton County are instructed to cancel all record of such warrants, so as to leave the funds as though such warrants had never been drawn.

BE IT FURTHER RESOLVED the Auditor of Benton County is instructed to exclude outstanding warrants that are redeemed after the preparation, but before the passage of this resolution and all outstanding warrants that are requested in writing by the issuing departments to remain outstanding.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Org: Commissioners
cc: Auditor, Treasurer, Human Services, Prosecuting Attorney, Personnel

Stale Dated Outstanding Warrants 12/31/2015
Benton County Current Expense

Check Date	Micro #	Amount	Vendor Name
23-Jan-15	115211	13.72	EVAN JONES
23-Jan-15	115358	10.00	ANNA BORGHERIU
23-Jan-15	115388	10.00	KELLI FARLEY
13-Feb-15	116448	15.46	DAVID BEAVER
13-Feb-15	116472	19.11	DUSTIN CHAVEZ
13-Feb-15	116475	14.24	ALISON COPE
13-Feb-15	116516	22.91	JANA GORDON
13-Feb-15	116517	54.60	ASHLEY GRAGG
13-Feb-15	116555	32.20	JANELL JOHNSON
13-Feb-15	116571	17.44	STEPHANIE MACROBERTS
13-Feb-15	116599	12.74	KIMBERLY PALMER
13-Feb-15	116609	13.99	MARIO RAMIREZ
13-Feb-15	116644	21.63	CHERIE SONODA
13-Feb-15	116680	19.36	EILEEN YOKUDA
27-Feb-15	117225	140.13	STEPHANIE BUTTON
27-Feb-15	117306	12.23	JAY LA BELLE
27-Feb-15	117315	27.24	LON MARTIN
27-Feb-15	117326	10.00	DAVID MURLEY
27-Feb-15	117349	33.36	EDDIE SCHUMAN
20-Mar-15	118447	19.20	JEFFRY CHEADLE
20-Mar-15	118477	45.08	PRESTON HART
20-Mar-15	118485	13.82	CHASE HOWLAND
20-Mar-15	118506	16.90	BROCK MARSTON
20-Mar-15	118519	11.61	ANDREW MOORE
20-Mar-15	118530	32.45	CHARLENE RADER
20-Mar-15	118544	10.00	NIKI SCHERING
03-Apr-15	119499	12.96	ANGELA BUNYON
03-Apr-15	119518	19.28	ALEXIS EARL
03-Apr-15	119520	12.56	CRAIG ERDMAN
03-Apr-15	119541	50.41	MELISSA JENSEN
03-Apr-15	119555	12.40	NICHOLAS MILESON
03-Apr-15	119566	26.96	LESLIE PARKS-BEYER
03-Apr-15	119608	12.81	ANTHONY UBELHOR
03-Apr-15	119611	18.57	NATALIE WALLIS
03-Apr-15	119684	10.00	CORD HENRY
17-Apr-15	120035	12.96	CRAIG KNAUSS
17-Apr-15	120190	10.00	FRANK KATZ
01-May-15	120989	19.56	CYNTHIA CLEMENT
01-May-15	121014	14.01	LINDA HAGEMAN
01-May-15	121016	17.72	MICHAEL HILL
01-May-15	121044	12.20	DEBORAH PIERCE
01-May-15	121061	15.93	MANDY WILLIAMS
15-May-15	121496	21.89	CRAIG CORBETT

Stale Dated Outstanding Warrants 12/31/2015
Benton County Current Expense

Check Date	Micro #	Amount	Vendor Name
15-May-15	121505	14.21	BATOO DILLSI
15-May-15	121517	14.81	MARK FISHER
15-May-15	121536	21.21	KAREN HOPKINS
15-May-15	121545	19.63	SCOTT LEMBURG
15-May-15	121587	17.38	NICHOLAS SPINATO
22-May-15	122150	17.82	ALAN AUNSPAUGH
22-May-15	122165	17.12	TOBY BILLINGS
22-May-15	122190	20.47	GAVIN CREACH
22-May-15	122257	17.06	DENISE MEAD
22-May-15	122293	13.48	SCOTT RODGERS
22-May-15	122296	43.24	ANDREW SAKOTA
22-May-15	122309	12.65	HEART SOK
22-May-15	122349	15.18	BRIAN ZORN
19-Jun-15	123463	10.00	MELISSA CARGILL
22-Jun-15	123629	14.78	BRANDON MILAM
02-Jul-15	124208	11.86	CLIFFORD ADAIR
02-Jul-15	124260	25.48	NICHOLAS DAVIS
02-Jul-15	124310	17.38	CASEY HAWKINS
02-Jul-15	124313	17.48	JOHN HICKMAN
02-Jul-15	124320	16.85	STEFANIE HUWE
02-Jul-15	124408	32.17	MARY SULLIVAN
02-Jul-15	124434	17.23	SUSAN WHALEN
17-Jul-15	124853	12.67	HEIDI ERICKSON
17-Jul-15	124865	61.52	RICHARD GRIFFIN
17-Jul-15	124875	22.93	BETHANY HILDRETH
17-Jul-15	124888	19.15	STEVE KUHN
17-Jul-15	124890	28.02	ROCHELE LANDYMORE
17-Jul-15	124907	36.84	CAMERON PARKER
17-Jul-15	124912	14.36	ROBERT PRINGLE
17-Jul-15	124942	28.40	SHEA WASHBURN
31-Jul-15	125673	35.30	LEAH ARRIGO
31-Jul-15	125676	27.36	WENDY BARRAZA
31-Jul-15	125688	16.21	LUISA CAMPBELL
31-Jul-15	125694	17.52	DEVON DANIEL
31-Jul-15	125738	12.88	DAVID LAW
31-Jul-15	125741	13.89	MARISA LITZENBERGER
31-Jul-15	125742	13.89	TIMOTHY LITZENBERGER
31-Jul-15	125771	23.39	IRENE RAY
31-Jul-15	125805	15.69	MICHAEL WARNER
14-Aug-15	126221	17.85	NICOLE BOLTEN
14-Aug-15	126223	13.43	HALEY BORING
14-Aug-15	126225	11.86	BRENDA BRIDWELL
14-Aug-15	126264	34.16	KEVIN GREAGER

Stale Dated Outstanding Warrants 12/31/2015
Benton County Current Expense

Check Date	Micro #	Amount	Vendor Name
14-Aug-15	126282	25.69	MICHELLE JACKSON
14-Aug-15	126284	55.38	ELI JAKEMAN
14-Aug-15	126295	16.35	MARY LE COMPTE
14-Aug-15	126299	28.86	STEPHANIE LYON-RAU
14-Aug-15	126301	12.75	CHADRICK MANSFIELD
14-Aug-15	126314	16.85	BENJAMIN MCNARY
14-Aug-15	126322	17.44	KYLE NELSON
14-Aug-15	126343	303.10	BRIAN SCHROM
14-Aug-15	126360	22.90	ARIEL TEETERS
14-Aug-15	126376	10.00	SHAUNA ADAMS
14-Aug-15	126410	11.15	RYAN DAVIES
14-Aug-15	126437	15.75	SHELLEY GOLDSTEIN
14-Aug-15	126453	10.00	AMANDA HOWARD
14-Aug-15	126457	30.70	ALENA INMAN
14-Aug-15	126461	10.00	DEREK JOHNSON
14-Aug-15	126463	10.00	TAWNEY JOHNSON
14-Aug-15	126464	10.00	SHAWN JONES
14-Aug-15	126518	102.00	ROY SIMMS
14-Aug-15	126534	10.00	JULIE TRENT
14-Aug-15	126543	10.00	STEVE WAITE
21-Aug-15	126676	14.06	HANS CARMAN
21-Aug-15	126681	5.77	GRANT DEJONGH
21-Aug-15	126683	14.38	LEVI ESLINGER
21-Aug-15	126690	16.37	REBECCA GOLTZ
21-Aug-15	126711	11.86	MIKAYLA LYNCH
21-Aug-15	126727	24.24	GEORGE REDDICK
21-Aug-15	126746	21.59	SHANA WILLET
21-Aug-15	126747	17.73	MARY ZARATE
28-Aug-15	127217	10.00	RIVER MITCHELL
28-Aug-15	127241	10.00	CHRISTOPHER PEREZ
04-Sep-15	127329	19.38	JOSEPH BOMBINO
04-Sep-15	127376	16.90	BLAIR HOPKINS
04-Sep-15	127378	18.88	TANYA HUFFMAN
04-Sep-15	127392	12.45	STEVE LING
04-Sep-15	127407	28.52	NICOLE OVERMAN
04-Sep-15	127409	29.88	TARA PAYNE
04-Sep-15	127420	17.51	CASSIE SCHERER
04-Sep-15	127446	14.09	MICHAEL WILSON
18-Sep-15	127825	23.79	CARA HUBBARD
18-Sep-15	127992	15.75	CHANDLER RENO
18-Sep-15	128014	15.75	ASHLYNN TATE
18-Sep-15	128015	10.00	KAYLEE TATE

Stale Dated Outstanding Warrants 12/31/2015
Benton County Current Expense

Check Date	Micro #	Amount	Vendor Name
25-Sep-15	128444	10.00	DANNIELA MADGRIGAL
01-Oct-15	128530	13.23	KYLE BAER
01-Oct-15	128586	18.31	BRICE FINCE
01-Oct-15	128589	18.27	LISA FREEMAN
01-Oct-15	128607	17.23	JOANNA HART
01-Oct-15	128632	11.24	STACEY KEYS
01-Oct-15	128671	13.09	CHRISTOPHER NYGAARD
01-Oct-15	128678	23.13	JANICE PETERSON
01-Oct-15	128690	13.21	ROSA ROMERO
01-Oct-15	128709	13.65	PATRICK SWANN
16-Oct-15	129175	10.00	MARIANGEL CRUZ
16-Oct-15	129254	13.45	MARIS ROCHE
23-Oct-15	129429	15.34	MATTHEW BRIGHTON
23-Oct-15	129438	30.27	KARIN COOK
23-Oct-15	129445	33.58	KYLE DICKMAN
23-Oct-15	129449	15.51	CAYLA FEENEY
23-Oct-15	129457	18.49	CHRISTINA GIBSON
23-Oct-15	129460	15.09	DANE GUSTAFSON
23-Oct-15	129461	15.69	LAURA HANKS
23-Oct-15	129479	20.05	SEAN KROPLA
23-Oct-15	129511	23.80	DAVID ROMINE
23-Oct-15	129517	12.19	STEVE SHOCKLEY
23-Oct-15	129521	17.31	MARY SURPLUS
30-Oct-15	129974	11.06	LUZ MARGARITA CORIA
30-Oct-15	130017	11.91	RAFAEL SILVA MARTINEZ
30-Oct-15	130062	11.08	MARCO RODRIGUEZ
30-Oct-15	130069	11.07	JUSTIN TYME SILER
30-Oct-15	130092	12.26	MARIA JAIMES ZAMORA
20-Nov-15	130704	25.24	SAMANTHA FERRY
20-Nov-15	130714	36.70	DARLENE GOODALL
20-Nov-15	130729	94.22	FREDERICK HENNING
20-Nov-15	130732	12.75	RANDAL HOGE
20-Nov-15	130738	34.82	KEVIN JAEGEL
20-Nov-15	130769	12.69	BRIAN MCCARTHNEY
20-Nov-15	130815	14.45	JENNIFER SANDS
20-Nov-15	130818	40.48	PEGGY SATKO
20-Nov-15	130829	22.52	HEIDI SNYDER
20-Nov-15	130834	29.86	DEBRA STRONG
20-Nov-15	130836	15.64	SARA THOMAS
03-Dec-15	131425	67.29	MONTE DUNN
03-Dec-15	131434	19.14	SHELLY FINLEY
03-Dec-15	131474	14.99	KRISTINE KAZDA

Stale Dated Outstanding Warrants 12/31/2015
Benton County Current Expense

Check Date	Micro #	Amount	Vendor Name
03-Dec-15	131482	14.58	NICHOLAS LAMBDIN
03-Dec-15	131496	11.91	CINDY MILLER
03-Dec-15	131514	29.72	MAURYA OOLEY
03-Dec-15	131540	13.88	AARON SANCHEZ
03-Dec-15	131542	13.98	DONALD SCHMID
03-Dec-15	131568	11.37	KENDELL TEMPLETON
31-Dec-15	132498	13.30	PHILIP BARTLEY
31-Dec-15	132529	23.96	TOM CLOUSE
31-Dec-15	132555	15.06	DAWN FINE
31-Dec-15	132569	16.76	JUAN GARCIA
31-Dec-15	132650	12.99	JOHN MICHAELIS
31-Dec-15	132681	12.55	LAUREL POFFENROTH
31-Dec-15	132721	52.02	COREY STROPE
31-Dec-15	132729	19.04	PATRICIA TALMAGE
31-Dec-15	132740	17.50	JAMES VANDYKEN
31-Dec-15	132741	13.50	DAVID VONGHALATH
31-Dec-15	132759	27.76	GERALD WILSON
31-Dec-15	132890	19.20	MARTIN GARCIA
31-Dec-15	132892	44.50	DAVID GOMEZ
31-Dec-15	132964	10.00	ROBERT ROWETT
31-Dec-15	132997	19.78	OMAR VARGAS
	sub-total	\$4,235.93	
 HUMAN SERVICES			
13-Feb-15	116766	43.18	GORDON CABLE
27-Feb-15	117436	589.00	FITT 513 LLC
	sub-total	\$632.18	
	TOTAL	<u><u>\$4,868.11</u></u>	

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	January 10, 2017	Execute Contract	___	Consent Agenda <u> x </u>
Subject:	Declaration of Surplus Property	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
		Pass Ordinance	___	1st Discussion <u> </u>
By:	A. Coverdell	Pass Motion	___	2nd Discussion <u> </u>
Reviewed By:	B. Chilton/V. Pettey	Other	___	Other <u> </u>

BACKGROUND INFORMATION

As outlined in Resolution 07-752, County departments request supply and equipment items be declared surplus and be disposed of.

SUMMARY

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, The Benton County Auditor is the Personal Property Manager; and

WHEREAS, various departments have identified supply items and equipment which have become obsolete; and

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

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

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be held for online auction, the next surplus sale, disposed of as waste, or recycled depending on final condition assessment.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

ATTACHMENT A

1997 Ford Taurus Station Wagon
VIN 1FA3P57U6VA126272
Treasurer O&M Fund

18 reception chairs (red)
4 Reception chairs (green)
Auditor

Bookshelf
Auditor

Comb binding machine (Public Works)
County Tag 01619
Road tag 00702

Type	Tag	Reason	Serial Number	Make	Description
monitor	11774	Broken	MX64635932	HP	1024 14"
monitor	16292	Broken	CN-OJ6642-71618-5CG-AG9D	Dell	1704FPV 17" LCD
monitor	18844	Broken	CN-O6H6FX-74445-217-573L	Dell	P2210 22" LCD
monitor	18845	Broken	CN-O6H6FX-74445-217-542L	Dell	P2210 22" LCD
net	19747	Broken	Q2HD-4JKL-W4YC	Meraki	MR26 Cloud Managed Access Point
printer	15172	Broken		HP	DJ5550
printer	19044	Broken	CN24B2920C	HP	OfficeJet 6600 H711a
scanner	18038	Broken	9891	Fujitsu	fi-6240
scanner	19817	Broken	730030	Fujitsu	fi-6130z
monitor	19346		Z42VHCHB600011	Samsung	Samsung SyncMaster 40" LCD

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 01-10-17	Execute Contract	_____	Consent Agenda XX
Subject: Line item transfer	Pass Resolution	XXX	Public Hearing _____
Prepared by: J Delvin	Pass Ordinance	_____	1st Discussion _____
Reviewed by: _____	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

This resolution is required to allow line item transfers to cover the cost for a vehicle purchase from the 2015-2016 budget.

SUMMARY

The vehicle was purchased with funds from the 2015-2016 budget so there would not be an additional expenditure in the 2017-2018 budget.

RECOMMENDATION

Recommend that the resolution is passed.

FISCAL IMPACT

There is no fiscal impact, no budget adjustment required.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CLERKS BUDGET, FUND NUMBER 0000101 DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A" attached hereto for the 2015-2016 budget.

Dated this _____ day of _____, 2017

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Clerk, Auditor, file

EXHIBIT A

**BENTON COUNTY
LINE ITEM TRANSFERS**

RESOLUTION No. _____

DEPARTMENT: CLERK

DEPARTMENT NO.: 106

FUND NAME: Current Expense

FUND NO.: 0000101

TRANSFER FROM:

TRANSFER TO:

Base Sub (6 digit)	Line Item (4 digit)	LINE ITEM NAME	AMOUNT	Base Sub (6 digit)	Line Item (4 digit)	LINE ITEM NAME	AMOUNT
512.300	4504	Rentals-Small Equip	\$4,400	512.300	4593	Automobile Rental	\$4,400

Prepared by: Josie Delvin

Date: December 21, 2016

Approved

Denied

Date: _____

Chairman

Chairman Pro Tem

Member

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

d. Canvassing Board Appointment

CANVASSING BOARD APPOINTMENT

I, James Beaver, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the Special Election to be held on February 14, 2017. I will serve for the timeframe January 25, 2017 through February 24, 2017.

DATED this 10th day of January, 2017.

James Beaver, Chair
Board of County Commissioners

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A NON-BARGAINING GENERAL INCREASE OF WAGES FOR THE YEAR 2017

WHEREAS, the Board of Benton County Commissioners has judged it is in the best interest of the County to increase the Non-Bargaining Salary Schedule by 2.0% effective January 1, 2017; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners has deemed it appropriate to grant a general increase of 2.0% to current regular Non-Bargaining employees, effective January 1, 2017, on the salary schedule developed for Non-Bargaining personnel attached hereto as Exhibit A; and,

BE IT FURTHER RESOLVED, that a listing of regular Non-Bargaining classifications have been set forth in resolutions and/or the 2017-18 approved County budget; and,

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

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners, during 2017 at the sole discretion of the Board, may be effective January 1, 2017 or any other date in 2017 for the Non-Bargaining employees or other labor units; and,

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

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

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

2017 SALARY SCHEDULE
BENTON COUNTY NON-BARGAINING
EXHIBIT A

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
27	8160	8323	8614	8915	9227	9550	9884	10230	10588
26	7772	7927	8204	8491	8788	9096	9414	9743	10084
25	7402	7550	7814	8087	8370	8663	8966	9280	9605
24	7048	7189	7441	7701	7971	8250	8539	8838	9147
23	6712	6846	7086	7334	7591	7857	8132	8417	8712
22	6394	6522	6750	6986	7230	7483	7745	8016	8297
21	6089	6211	6428	6653	6886	7127	7376	7634	7901
20	5799	5915	6122	6336	6558	6788	7026	7272	7527
19	5524	5634	5831	6035	6246	6465	6691	6925	7167
18	5261	5366	5554	5748	5949	6157	6372	6595	6826
17	5010	5110	5289	5474	5666	5864	6069	6281	6501
16	4773	4868	5038	5214	5396	5585	5780	5982	6191
15	4544	4635	4797	4965	5139	5319	5505	5698	5897
14	4327	4414	4569	4729	4894	5065	5242	5425	5615
13	4122	4204	4351	4503	4661	4824	4993	5168	5349
12	3925	4004	4144	4289	4439	4594	4755	4921	5093
11	3739	3814	3947	4085	4228	4376	4529	4688	4852
10	3561	3632	3759	3891	4027	4168	4314	4465	4621
9	3391	3459	3580	3705	3835	3969	4108	4252	4401
8	3230	3295	3410	3529	3652	3780	3912	4049	4191
7	3075	3136	3246	3360	3478	3600	3726	3856	3991
6	2928	2987	3092	3200	3312	3428	3548	3672	3801
5	2788	2844	2944	3047	3154	3264	3378	3496	3618
4	2656	2709	2804	2902	3004	3109	3218	3331	3448
3	2530	2581	2671	2764	2861	2961	3065	3172	3283
2	2410	2458	2544	2633	2725	2820	2919	3021	3127
1	2294	2340	2422	2507	2595	2686	2780	2877	2978

cc: All Benton County Elected Officials, Payroll, Personnel, and Stephen Hallstrom

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A BOARD OF BENTON COUNTY COMMISSIONERS' ADMINISTRATORS, MANAGERS, AND ASSISTANT MANAGERS GENERAL INCREASE OF WAGES FOR THE YEAR 2017

WHEREAS, the Board of Benton County Commissioners has judged it is in the best interest of the County to increase the Board of Benton County Commissioners' Administrators, Managers, and Assistant Managers Salary Schedule by 2.0% effective January 1, 2017; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners has deemed it appropriate to grant a general increase of 2.0% to current Board of Benton County Commissioners' Administrators, Managers, and Assistant Managers, effective January 1, 2017, on the salary schedule developed for Administrators, Managers, and Assistant Managers attached hereto as Exhibit A; and,

BE IT FURTHER RESOLVED, that a listing of Board of Benton County Commissioners' Administrators, Managers, and Assistant Managers classifications have been set forth in resolutions and/or the 2017-18 approved County budget; and,

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

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners, during 2017 at the sole discretion of the Board, may be effective January 1, 2017 or any other date in 2017 for the Board of Benton County Commissioners' Administrators, Managers, and Assistant Managers; and,

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

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

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

2017 SALARY SCHEDULE

EXHIBIT A

GRADE	A	B	C	D	E
13	9159	9617	10098	10603	11133
12	8723	9159	9617	10098	10603
11	8308	8723	9159	9617	10098
10	7912	8308	8723	9159	9617
9	7535	7912	8308	8723	9159
8	7176	7535	7912	8308	8723
7	6834	7176	7535	7912	8308
6	6509	6834	7176	7535	7912
5	6199	6509	6834	7176	7535
4	5904	6199	6509	6834	7176
3	5623	5904	6199	6509	6834
2	5355	5623	5904	6199	6509
1	5100	5355	5623	5904	6199

Job Title	Grade	Initial Placing
Deputy Administrator	13	13B
OPD Manager	13	13D
County Engineer	12	12A
Public Services Administrator	11	11A
IT Manager	10	10C
Assistant County Engineer	9	9A
Personnel Manager	8	1B
Planning Manager	8	8D
IT Assistant Manager	7	7A
Facilities Manager	6	6B
Building Manager	6	6E
Sustainable Development Manager	5	5D
GIS Manager	5	5E
Assistant Planning Manager	5	5C

cc: Payroll, Personnel, and Stephen Hallstrom

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING BENTON COUNTY FLAT MONTHLY PAYMENTS FOR THE 2017-2018 BENTON AND FRANKLIN JUVENILE CENTER OPERATIONS AND FACILITIES BUDGET

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2016-942 and Franklin County 2016-436, a Memorandum of Understanding regarding the allocation of Juvenile Center operations and facilities costs; and

WHEREAS, the 2017-2018 Benton and Franklin Juvenile Center Operations Budget was submitted in the amount of \$10,557,162. Based upon the ratio of each county's juvenile population averaged over five year periods per the Office of Financial Management data tables attached, Benton County is now responsible for \$6,834,707 or 64.74% effective January 1, 2017; and

WHEREAS, the 2017-2018 Benton and Franklin Juvenile Center Facilities Budget was submitted in the amount of \$366,927. Based upon Joint Resolution Benton County 2016-942 and Franklin County 2016-436, Benton County is now responsible for \$264,187 or 72% effective January 1, 2017; and

WHEREAS, the combined total for the 2017-2018 Benton and Franklin Juvenile Center Operations and Facilities Budget is \$10,942,089, Benton County is responsible for a total of \$7,098,894; **NOW, THEREFORE**,

BE IT RESOLVED, to maintain adequate cash flow in the Benton and Franklin Juvenile Center Fund, starting January 2017, Benton County will be responsible for a flat monthly payment in the amount of \$295,787 for the 2017-2018 Benton and Franklin Juvenile Center Operations and Facilities Budget; and

BE IT FURTHER RESOLVED, by the Board of Commissioners of Benton County that the first flat monthly operating transfer to the 2017-2018 Benton and Franklin Juvenile Center Fund Budget shall occur no later than March 20, 2017 for January, February, and March and no later than the 1st working day of each month thereafter in the amount of \$295,787 is approved; and

BE IT FURTHER RESOLVED, no later than April 2018, the Benton County Commissioners will receive a final 2017 invoice itemizing actual expenditures and any adjustments necessary based on actual expenditures; and

BE IT FURTHER RESOLVED, no later than April 2019, the Benton County Commissioners will receive a final 2018 invoice itemizing actual expenditures and any adjustments necessary based on actual expenditures.

Dated this day of, 2017

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

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

ATTEST:

Clerk of the Board

Juvenile Center Calculation Per Joint Resolution BC 2016-942 and FC 2016-436

Source: [Juvenile Youth-At-Risk Population 10-17](#)
[Numbers 2011 through 2014 already established by prior resolutions](#)

	2017	2016	2015	2014	2013	2012	2011
Benton County			21,973	21,797	21,590	21,338	20,915
Franklin County			12,367	12,205	11,773	11,345	10,915
			<u>34,340</u>	<u>34,002</u>	<u>33,363</u>	<u>32,683</u>	<u>31,830</u>
Rolling Average Benton County			21,523				
Rolling Average Franklin County			<u>11,721</u>				
			<u>33,244</u>				
Benton County	64.74%						
Franklin County	35.26%						

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	1-10-2017	Execute Contract	_____	Consent Agenda
Subject:	<u>Payment to Moon Security.</u>	Pass Resolution	_____ x _____	Public Hearing
Prepared by:	<u>D. Waggoner</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:		Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION / SUMMARY

Benton County had a Public Works contract with Moon Security, for Fire and Burglar Alarm Monitoring Services, authorized by Resolution 2015-045 on January 13, 2015 and expired on December 31, 2016. The Facilities Department has determined that the monitoring services are necessary and need to continue and therefore has requested Moon Security to continue their monitoring services at the rate agreed upon under the previous contract, until a new contract is established. This request is to authorize payment in the amount up to \$1,200.00, including WSST, for services performed during the period of January, February and March of 2017, where no contract is in place.

RECOMMENDATION

Approve the resolution to authorize payment.

FISCAL IMPACT

MOTION

Motion to approve the attached resolution and authorize payment to Moon Security Services Inc. of Pasco, WA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AUTHORIZING PAYMENT TO MOON SECURITY SERVICES INC.
FOR FIRE AND BURGLAR ALARM MONITORING SERVICES**

WHEREAS, Benton County had a Public Works contract with Moon Security, for Fire and Burglar Alarm Monitoring Services, authorized by Resolution 2015-045 on January 13, 2015 and expired on December 31, 2016; and

WHEREAS, the Facilities Department is in the process of obtaining a new contract with a service provider but that contract is not yet in place; and

WHEREAS, the alarm monitoring services performed by Moon Security is a necessary service and was continued despite the delay in securing a new contract; and

WHEREAS, Benton County Facilities has requested Moon Security to continue their monitoring services at the rate agreed upon under the previous contract, until a new contract is established; and

WHEREAS, the Facilities Manager recommends authorizing payment of up to \$1,200 to Moon Security Services Inc. for monitoring services for the months of January, February and March of 2017; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the payment to Moon Security Services Inc. in the amount of not to exceed \$1,200, including WSST.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF OFFICE FURNITURE (CB 16-14)

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of office furniture for the WSU/Justice Center Remodel per Resolution 2016-951; and

WHEREAS, representatives of the Benton County Commissioners' Office received and opened one bid on December 22, 2016 as provided in the invitation to bid; and

WHEREAS, the following bid was received:
Brutzmans Inc., Richland, WA - \$147,921.34; and

WHEREAS, the representatives of the Benton County Commissioners' Office reviewed the bid proposal and recommend awarding the Vendor Purchasing Agreement to Brutzmans Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Brutzmans Inc. to be the lowest responsible bidder for the purchase of office furniture and shall be required to enter into an Agreement with Benton County in accordance with its bid and in the form of Exhibit D to the Office Furniture Invitation for Bid CB 16-14 within ten (10) days of this notice.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next Available	Execute Amendment <u> X </u>	Consent Agenda <u> X </u>
Subject:	Pass Resolution <u> X </u>	Public Hearing <u> </u>
Fifth Amendment to Agreement #ESG-CAC-2015 between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by:	Pass Motion <u> </u>	2nd Discussion <u> </u>
Deena Horton Admin Assist-DHS	Other <u> </u>	Other <u> </u>
Reviewed by:		
Kyle Sullivan, Administrator-DHS		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Benton Franklin Community Action Committee to provide services through the Emergency Solutions Grant (ESG).

The purpose of this Fifth Amendment is to increase the contract total by \$95,863 for a new maximum contract amount of \$415,656.00. All other provisions set forth in the underlying Agreement remain in full force and effect until June 30, 2017.

COORDINATION

Franklin County Prosecuting Attorney's Office
Kyle Sullivan, DHS
Jennifer Chapa, DHS

SUMMARY

Award: \$95,863
Period: January 1, 2015 through June 30, 2017
Funding Source: Washington State Department of Commerce

RECOMMENDATION

- Sign the Resolution to accept proposed Fifth Amendment
- Approve proposed Fifth Amendment by signing all the copies where indicated

FISCAL IMPACT

Funding for the services described in this Fifth Amendment is provided by Washington State Department of Commerce. **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 a Fifth Amendment to Agreement #ESG-CAC-2015, between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, and to authorize the Chair to sign on behalf of the Board.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2016 465

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND
FRANKLIN COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A FIFTH AMENDMENT TO AGREEMENT #ESG-CAC-2015
BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE; APPROVED BY BENTON
COUNTY RESOLUTION NO. 2015 184 AND FRANKLIN COUNTY RESOLUTION NO. 2015
082**

WHEREAS, Benton and Franklin Counties Department of Human Services currently contracts with Benton Franklin Community Action Committee to provide services through the Emergency Solutions Grant (ESG); and

WHEREAS, the purpose of this Fifth Amendment is to increase the contract total by \$95,863.00 for a new maximum contract amount of \$415,656.00;

NOW, THEREFORE BE IT RESOLVED, that the Board of Benton County Commissioners and Franklin County Commissioners hereby accept the proposed Fifth Amendment; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of Franklin County Commissioners be, and hereby are, authorized to sign, on behalf of their respective county, a Fifth Amendment to Agreement #ESG-CAC-2015, to increase the contract total by \$95,863.00 for a new maximum contract amount of \$415,656.00; and

BE IT FURTHER RESOLVED, all other provisions set forth in the underlying Agreement remain in full force and effect until June 30, 2017.

Dated this.....day of, 2016

Dated this...14...day of DECEMBER, 2016

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: Kevin Mulham
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Fifth Amendment to
Agreement #ESG-CAC-2015**

This Fifth Amendment (also hereinafter referred to herein as "Grant") 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 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES") and **Benton Franklin Community Action Committee**, dba Community Action Connections (CAC), a nonprofit social service organization, with its principal offices at 720 W. Court St., Pasco, WA 99301 (hereinafter "Grantee").

Counties Contact Information:
 Kyle Sullivan, Administrator
 Department of Human Services
 7102 W. Okanogan Place, Suite 201
 Kennewick, WA 99336
 Phone: 509.783.5284 / Fax 509.783.5981
 E-Mail: kyle.sullivan@co.benton.wa.us

Grantee Contact Information:
 Judith Gidley, Executive Director
 Benton Franklin Community Action Committee
 720 W. Court Street
 Pasco, WA 99301
 Phone: 509.545.4042
 E-Mail: jgidley@bfcac.org

Agreement End Date (unless terminated sooner as set forth herein this Agreement) June 30, 2017
 The Grantee shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration.....\$95,863

Attachments incorporated into this Fifth Amendment:
 Attachment A - Budget

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

For the Grantee:

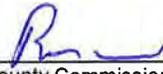
 Title: Executive Director Date 12/2/16

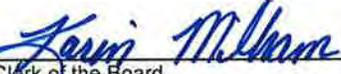
For Benton County:

 Benton County Commissioners Date

 Attest: Clerk of the Board

For Franklin County:

 12-14-16
 Franklin County Commissioners Date


 Attest: Clerk of the Board

Approved as to Content:

 Department of Human Services

Approved as to Form:

 Benton County Prosecutor's Office

Approved as to Form:

 Franklin County Prosecutor's Office

PURPOSE

The purpose of this Fifth Amendment is to increase the contract total by \$95,863 for a new maximum contract amount of \$415,656.00.

All other provisions set forth in the underlying Agreement remain in full force and effect until June 30, 2017.

ESG 2016 Budget - CAC

Item and Narrative	ESG Request
<u>At Risk Prevention Assistance</u>	
Rental Assistance, Security Deposits, Application Fees, Utility Assistance, Rental Arrears	\$131,501.00
<u>Program Support Services (limited to 20% of Direct Services)</u>	\$26,300.00
SUB-TOTAL	\$157,802.00
<u>Homeless Rapid Re-Housing Assistance</u>	
Rental Assistance, Security Deposits, Application Fees, Utility Assistance	\$204,790.00
<u>Program Support Services (limited to 20% of Direct Services)</u>	\$40,958.00
SUB-TOTAL	\$245,748.00
<u>Administration (limited to 3% of monthly billable direct and program support services)</u>	\$12,107.00
Total	\$415,656.00

Administrative and facilities expenses cannot be billed by equal monthly distributions of budget amount.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	January 10, 2017	Execute Contract	___	Consent Agenda <u>X</u>
Subject:	Authorize 2 year Autodesk subscription renewal	Pass Resolution	<u>X</u>	Public Hearing ___
		Pass Ordinance	___	1st Discussion ___
By:	Teri L. Holmes	Pass Motion	___	2nd Discussion ___
Reviewed By:	Loretta SmithKelty	Other	___	Other ___

BACKGROUND INFORMATION

Currently Benton County has Autodesk LT, Civil 3D, Map 3D, and Infrastructure Design Suite Premium software installations in various departments. In the 2013-2014 biennium and again in 2015-2016 biennium a two year subscription renewal was executed with Department of Enterprise Services. It is time to renew the software subscription.

SUMMARY

License counts were verified with the individual departments and all agree and wish to continue.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the purchase of a two year Autodesk software subscription renewal and Infrastructure Design Suite license updates for Public Works in an amount not to exceed \$24,702.11 excluding Washington State sales tax.

FISCAL IMPACT

Renewal included in the 2017-2018 charge back assessments

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO YEAR AUTODESK SOFTWARE SUBSCRIPTION RENEWAL FOR AUTOCAD LT, AUTOCAD CIVIL 3D, AUTOCAD MAP 3D, DESIGN SUITE PREMIUM UTILIZING WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES CONTRACT #T98-TSD-309 FROM DLT SOLUTIONS, LLC., HERNDON, VA.

WHEREAS, Benton County currently uses Autodesk AutoCAD LT, Civil 3D, Map 3D, and Design Suite Premium as a software standard for Computer-Aided Design functions; and

WHEREAS, DLT Solutions, LLC is the authorized reseller listed by Washington State Department of Enterprise Services under contract #T98-TSD-309; and

WHEREAS, in the best interest of Benton County, Information Technology recommends the Autodesk software be kept up to date and current; and

WHEREAS, a quote was solicited and received from DLT Solutions, LLC., Herndon, VA for two year Autodesk subscription renewals in the amount of \$24,702.11 excluding Washington State Sales Tax; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of a two year Autodesk software subscription renewal, period of 1/16/2017 through 1/15/2019, in the amount of \$24,702.11 excluding Washington State Sales 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



Price Quotation

Quote: 4550547
 Reference: 1214266
 Date: 11/10/2016
 Expires: 11/18/2016

To: Teri Holmes
 Benton County (WA)
 620 MARKET STREET
 PO Box 608
 PROSSER, WA 99350

From: Sean Rose
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (509) 786-5603
 Fax:
 Email: teri.holmes@co.benton.wa.us

Phone: (703) 773-9207
 Fax: (866) 708-6705
 Email: sean.rose@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-0122-17-NR1	WA-A	1	\$335.20	\$335.20
	Autodesk AutoCAD LT 2017 Government Maintenance Plan (1 year) (Renewal) - 2 Year Government Maintenance Plan Renewal				
	PoP: 1/16/2017 through 1/15/2019				
2	9701-0446-17-NR1	WA-A	1	\$1,911.06	\$1,911.06
	Autodesk AutoCAD Civil 3D 2017 Government Maintenance Plan (1 year) (Renewal) - 2 Year Government Maintenance Plan Renewal				
	PoP: 1/16/2017 through 1/15/2019				
3	9701-2220-17-NR1	WA-A	7	\$1,463.60	\$10,245.20
	Autodesk AutoCAD Map 3D 2017 Government Maintenance Plan (1 year) (Renewal) - 2 Year Government Maintenance Plan Renewal				
	PoP: 1/16/2017 through 1/15/2019				
4	9701-8803-17-NR1	WA-A	5	\$2,050.90	\$10,254.50
	Autodesk Infrastructure Design Suite Premium 2017 Government Maintenance Plan (1 year) (Renewal) - 2 Year Government Maintenance Plan Renewal				
	PoP: 1/16/2017 through 1/15/2019				
5	Taxes	notes	1	\$1,956.15	\$1,956.15
	Applicable Sales Tax Sales Tax Rate 8.6% (Prosser, WA)				
6	NOTE	notes	1	\$0.00	\$0.00
	Contract: 340-05225314 Exp: 1/15/2017				

This quote is on behalf of Pacificad Inc., your local Authorized Autodesk Reseller.

Total: \$24,702.11



Price Quotation

Quote: 4550547
Reference: 1214266
Date: 11/10/2016
Expires: 11/18/2016

Autodesk no longer gives customers the option to renew past their expiration date. Please make sure an order is placed prior to your contract expiration date.

WA DES Contract # T98-TSD-309
Expires: 04/20/2017

Send Orders to:
DLT Solutions, LLC
2411 Dulles Corner Park, Suite 800
Herndon, VA 20171
Phone: (888) 447-2223
Fax: (866) 708-6705
Email: autodesk@dlt.com

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

I. Purchase of ArcGIS Desktop Licenses from Environmental Systems Research Institute Inc. for Public Works

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	January 10, 2017	Execute Contract	___
Subject:	Authorize purchase of ArcGIS Software Licenses	Pass Resolution	<u>X</u>
		Pass Ordinance	___
By:	Teri L. Holmes	Pass Motion	___
Reviewed By:	Loretta SmithKelty	Other	___
		Consent Agenda	<u>X</u>
		Public Hearing	___
		1st Discussion	___
		2nd Discussion	___
		Other	___

BACKGROUND INFORMATION

In the spirit of cooperation and advancement of our GIS mapping projects and with the support of the Deputy County Administrator, the Benton County Public Works department researched alternative GIS software solutions. ArcGIS by Environment Systems Research Institute, Inc.(ESRI) is an industry standard and will enable the County to easily receive and share mapping data with our neighboring municipalities.

SUMMARY

Using Washington State Contract (#A11-MST-563) and State of Washington Price Agreement (ESRI contract # 2010MPA7132) Environmental Systems Research Institute, Inc. was contacted for a price quote. The response was reviewed for fit and function by the Public Works and Public Works recommends the ArcGIS License purchase as outlined in Quotation # 20491168.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the purchase ArcGIS for Desktop, ArcGIS network Analyst for Desktop, ArcGIS Spatial Analyst for Desktop, and ArcGIS Online Level 1 Plan Licenses utilizing Washington State Contract (#A11-MST-563) and State of Washington Price Agreement (ESRI contract # 2010MPA7132) from Environmental Systems Research Institute, Inc. in an amount not to exceed \$35,086.49 excluding Washington State Sales Tax.

FISCAL IMPACT

None, included in the 2017-2018 Public Works Biennium Budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ARCGIS DESKTOP LICENSES FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, GIS mapping has become an integral part of many county processes and it is highly desirable to easily receive and share data with other departments and entities; and

WHEREAS, the Public Works department investigated alternative GIS software solutions with industry standard and single software suite as the primary driver; and

WHEREAS, per Resolution 2012-677 of Benton County's Procurement, Leasing, and Contract Policy, Section 7 Intergovernmental Cooperative Purchasing Agreements: RCW 39.34.030 allows the County to join with other governmental agencies for purchase or leases; and

WHEREAS, the vendor on the Washington State Contract (#A11-MST-563) vendor list, Environmental Systems Research Institute, Inc., provided a quote for three ArcGIS Desktop Licenses, One ArcGIS Network Analyst License, One ArcGIS Spatial Analyst License, One ArcGIS online Level 1 Plan License; and

WHEREAS, Public Works has reviewed the quote and recommends ArcGIS as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes Information Technology to purchase three ArcGIS Desktop Licenses, One ArcGIS Network Analyst License, One ArcGIS Spatial Analyst License, One ArcGIS online Level 1 Plan License from Environmental Systems Research Institute, Inc., for an amount not to exceed \$35,100.00 excluding Washington State Sales Tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

of Benton County, Washington.

Original: Central Services
Copies: Auditor

T Holmes



TRAINING TERMS AND CONDITIONS
Under Washington State Master Purchasing Agreement
Number A11-MST-563

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

EXHIBIT 2
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

The State of Washington ("Customer") shall require Authorized Entities to be contractually bound to the terms of the Master Purchase Agreement **A11-MST-563** by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward an original to Environmental Systems Research Institute, Inc. ("Esri"), (to the Attention of Matthew Kleinhans, Contracts and Legal Services Department, 380 New York Street, Redlands, California 92373-8100 USA).

For avoidance of doubt, Licensee's use of the Training Services, Software, Data, Web Services, and Documentation is subject to the terms of the applicable Training Agreement, License Agreement and Master Purchase Agreement.

Accordingly, _____ ("Authorized Entity"), as a Licensee, represents it has received and read the Master Purchase Agreement (2010MPA7132/ **A11-MST-563**) and understands and agrees to be bound by the terms and conditions contained therein. Authorized Entity acknowledges and agrees that Esri may pursue remedies against Authorized Entity for material breach by Authorized Entity of the Agreement.

No other rights are granted to Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Quotation # 20491168

Date: July 19, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373
Phone: 9097932853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2010MPA7132

County of Benton
Public Works Dept
620 Market St
Prosser, WA 99350

ATTENTION: Cameron Cole
PHONE: (509) 786-5611
FAX:

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/19/2016 To: 10/17/2016

Material	Qty	Description	Unit Price	Total
52382	3	ArcGIS for Desktop Advanced Concurrent Use License	8,514.00	25,542.00
99736	1	ArcGIS Network Analyst for Desktop Concurrent Use License	2,150.00	2,150.00
88282	1	ArcGIS Spatial Analyst for Desktop Concurrent Use License	2,150.00	2,150.00
130573	1	ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	2,466.00	2,466.00
			Item Total:	32,308.00
			Subtotal:	32,308.00
			Sales Tax:	2,778.49
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$35,086.49

This order is subject to State of Washington Price Agreement (Esri contract# 2010MPA7132). State of Washington Contract # A11-MST-563. No other terms shall apply.

The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
52384	1	ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance	3,030.00	3,030.00
52385	2	ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance	1,212.00	2,424.00
100571	1	ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance	505.00	505.00
87232	1	ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	505.00	505.00
130573	1	ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	2,466.00	2,466.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Greg Mattis Email: gmattis@esri.com Phone: 9097932853 x3944

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 10, 2017	Execute Contract ___	Consent Agenda <u>X</u>
Subject: Renewal of 24 month Cisco SmartNet Support Contract	Pass Resolution <u>X</u>	Public Hearing ___
By: Teri L. Holmes	Pass Ordinance ___	1st Discussion ___
Reviewed By: Loretta SmithKelty	Pass Motion ___	2nd Discussion ___
	Other ___	Other ___

BACKGROUND INFORMATION

When we replaced our entire voice and data network with Cisco equipment it was determined that the best way to protect our investment was by securing a Cisco SmartNet Support contract. Cisco SmartNet Service helps Information Technology resolve network issues faster with expert technical support, flexible hardware coverage, and access to Cisco engineers.

Cerium Networks submitted a quote that is actually lower than the quote received from CompuNet. Because of recent service and performance factors, Information Technology considering all factors prefers not to select the Cerium Networks, Spokane, WA quote and have gone through the steps with Cisco to change our preferred service partner to CompuNet.

SUMMARY

An equipment list prepared and quotes were solicited for Cisco SmartNet support from three vendors who are listed on the Washington State Department of Enterprise list as Cisco resellers. The responses were reviewed for fit and function by Information Technology.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the renewal of a 24 month SmartNet Support contract with CompuNet, Inc., Lewiston, ID, in an amount not to exceed \$264,000.00 excluding Washington State Sales Tax.

FISCAL IMPACT

Funding was included in the Benton County Capital Improvement Plan 2017-2022 in Network Infrastructure SmartNet project.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING A SUPPORT CONTRACT COVERING CISCO EQUIPMENT LOCATED WITHIN COUNTY CAMPUSES FROM COMPUNET, INC., LEWISTON, ID

WHEREAS, Cisco equipment has become an integral part of the county data and voice network and it is time to renew the support contract; and

WHEREAS, the "Benton County Capital Improvement Plan 2017-2022" includes renewal of the Cisco SmartNet in Network Infrastructure SmartNet project; and

WHEREAS, three (3) vendors on the Benton County Vendor List were asked to provide 24 month quotes for Cisco SmartNet support services; and

WHEREAS, CompuNet, Inc., Lewiston, ID., responded with the best price quote for Cisco SmartNet support services on Cisco devices listed in the request, as indicated in the following table (prices exclude sales tax):

VENDOR	ADDRESS	QUOTE
Cerium Networks	Spokane, WA	\$256,405.22
Ednetics, Inc.	Post Falls, ID	No Response
CompuNet, Inc.	Lewiston, ID	\$263,701.36

WHEREAS, Information Technology has reviewed the quotes for completeness and recommends purchasing the Cisco SmartNet support from CompuNet, as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington agrees with Information Technology and authorizes Information Technology to purchase the Cisco SmartNet support contract from ComputNet, Inc., Lewiston, ID., in an amount not to exceed \$263,702 excluding Washington State Sales Tax;

BE IT FURTHER RESOLVED, the SmartNet Support Contract upon execution will be retroactive to 1/1/2017 and end 24 months later on 12/31/2018.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

_____ of Benton County, Washington.

Original: Information Technology
Copies: Auditor
T Holmes



Cerium Networks
 1636 West 1st Avenue
 Spokane, WA 99201
 800-217-0933
csc@ceriumnetworks.com

PURCHASE AGREEMENT

Project # CERQ71205_1
Date 12/19/16
Sales Rep. Todd Jones

Sold To:

Benton County - HQ
 Teri Holmes
 620 Market Street
 Prosser, WA 99350

Ship To:

Benton County - HQ
 Teri Holmes
 620 Market Street
 Prosser, WA 99350

Spokane Location:
 1636 West 1st Avenue
 Spokane, WA 99201
 Fax: (509) 536-8633

Smartnet Renewal 2017 -2018

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		WSCA-NASPO #AR-233 (14-19), WA		
2	1	CISCO-WSCA/NASPO AR233 (14-19), WA CONTRACT #01114	\$0.00	\$0.00
3				
4		Contract 4126068		
5	1	SMARTnet 8x5xNBD (SNT)	\$39,018.64	\$39,018.64
6		SubTotal		\$39,018.64
7				
8		Contract 93765550		
9	1	Software Maintenance - TAC,CCO,IOS SW (SW)	\$46,321.15	\$46,321.15
10		SubTotal		\$46,321.15
11				
12		Contract 94700948		
13	1	SMARTnet Premium 24x7x4 (SNTP)	\$44,875.90	\$44,875.90
14		SubTotal		\$44,875.90
15				
16		Contract 94706856		
17	1	ESS WITH 8X5XNBD SMS1000	\$42,724.94	\$42,724.94
18		SubTotal		\$42,724.94
19				
20		Contract 93778558		
21	1	ESS SW SUPP UPGR(ECMU)	\$76,968.39	\$76,968.39
22		SubTotal		\$76,968.39
23				
24	1	SMART ASSIST SVC	\$0.00	\$0.00
25		Smartnet Total		\$249,909.02

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
26				
27		Sourcefire Total		\$0.00
28				
29		SOLARWINDS		
30		Start Date 5/21/2017 - End Date 5/20/2018		
31	1	KIWI SYSLOG SVR SGL INST 12MO MNT RNWL	\$95.40	\$95.40
32	1	LOG EVENT MGR 100 N YR MNT RNWL	\$2,327.40	\$2,327.40
33		Start Date 1/28/2018 - End Date 1/27/2019		
34	1	NTWK CONFIG MGR DL100 100 N YR MNT RNWL	\$775.80	\$775.80
35	1	NTWK PERF MON 2K ELEMENTS YR MNT RNWL	\$3,297.60	\$3,297.60
36		Solarwinds Total		\$6,496.20
37				

Pricing valid for 15 days

Subtotal	\$256,405.22
-----------------	---------------------

Applicable taxes and/or freight & handling to be billed upon final invoicing

Your Smartnet coverage on this existing contract is about to expire or has expired already and needs to be renewed. If you wish to renew, please sign and fax or mail back to Cerium Networks. An order for the contract renewal will be placed and you will receive an invoice on your account.

Benton County - HQ

Authorized Signature

Printed Name:

Title:

Date:

Benton County Smartnet, Sourcefire, and Solarwinds Budgetary Renewal 2017 - 2018

Please Note: There are some devices that will go end of Support prior to the end of this contract period. The EOS dates are noted in Red font in column "G".

Contract 4126068							
SMARTnet 8x5xNBD(SNT)							
Quan	Service Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date	Price
1	CON-SNT-AS55BK9	ASA5505-SEC-BUN-K9	JMX1305Z2GH	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 311.81
1	CON-SNT-AS55BK9	ASA5505-SEC-BUN-K9	JMX1307202A	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 311.81
1	CON-SNT-AS55BK9	ASA5505-SEC-BUN-K9	JMX1307202C	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 311.81
1	CON-SNT-AS1BUNK9	ASA5510-BUN-K9	JMX1226L1TT	620 MARKET STREET	1-Jan-17	30-Sep-18	\$ 843.21
1	CON-SNT-AS1BUNK9	ASA5510-BUN-K9	JMX1226L1TV	620 MARKET STREET	1-Jan-17	30-Sep-18	\$ 843.21
1	CON-SNT-AS1BUNK9	ASA5510-BUN-K9	JMX1226L1TW	620 MARKET STREET	1-Jan-17	30-Sep-18	\$ 843.21
1	CON-SNT-AS1BUNK9	ASA5510-BUN-K9	JMX1246L165	620 MARKET STREET	1-Jan-17	30-Sep-18	\$ 843.21
1	CON-SNT-AS15BK9	ASA5510-SEC-BUN-K9	JMX1440L023	620 MARKET STREET	1-Jan-17	30-Sep-18	\$ 1,083.73
1	CON-SNT-AS15BK9	ASA5510-SEC-BUN-K9	JMX1551X13S	620 MARKET STREET	1-Jan-17	30-Sep-18	\$ 1,083.73
1	CON-SNT-ASA556F9	ASA5516-FPWR-K9	JMX1936Z098	620 MARKET STREET	18-Feb-17	31-Dec-18	\$ 1,074.76
1	CON-SNT-AS2BUNK9	ASA5520-BUN-K9	JMX0932K07Z	620 MARKET STREET	1-Jan-17	30-Sep-18	\$ 1,928.34
1	CON-SNT-A45FPK9	ASA5545-FPWR-K9	FTX193710ML	620 MARKET STREET	18-Feb-17	31-Dec-18	\$ 3,442.51
1	CON-SNT-A45FPK9	ASA5545-FPWR-K9	FTX193710MP	620 MARKET STREET	18-Feb-17	31-Dec-18	\$ 3,442.51
1	CON-SNT-ATA187I1	ATA187-I1-A=	FCH17308M2T	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 43.01
1	CON-SNT-ATA187I1	ATA187-I1-A=	FCH17308MHC	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 43.01
1	CON-SNT-ATA187I1	ATA187-I1-A=	FCH17308MY1	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 43.01
1	CON-SNT-ATA187I1	ATA187-I1-A=	FCH17308N19	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 43.01
1	CON-SNT-KC5672UP	C1-N5K-C5672UP	FOC2008R0JF	620 MARKET STREET	4-Mar-17	31-Dec-18	\$ 1,926.77
1	CON-SNT-C5672UPB	C1-N5K-C5672UP-BUN	FOC2009R091	620 MARKET STREET	16-Mar-17	31-Dec-18	\$ 1,906.54
1	CON-SNT-2911CMST	C2911-CME-SRST/K9	FTX1732AJFJ	620 MARKET ST	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911CMST	C2911-CME-SRST/K9	FTX1732AJFM	620 MARKET ST	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911CMST	C2911-CME-SRST/K9	FTX1732AJFQ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911CMST	C2911-CME-SRST/K9	FTX1732AJGP	620 MARKET ST	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911CMST	C2911-CME-SRST/K9	FTX1732AJGS	620 MARKET ST	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911CMST	C2911-CME-SRST/K9	FTX1732AJGV	620 MARKET ST	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911CMST	C2911-CME-SRST/K9	FTX1732AJJR	620 MARKET ST	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911VSEC	C2911-VSEC/K9	FTX1731ALT9	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2911VSEC	C2911-VSEC/K9	FTX1731ALTB	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-2951CMST	C2951-CME-SRST/K9	FTX1732AK7G	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 1,519.10
1	CON-SNT-2951CMST	C2951-CME-SRST/K9	FTX1732AK7N	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 1,519.10
1	CON-SNT-2911	CISCO2911/K9	FTX1803AJ36	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 695.81
1	CON-SNT-CP7937	CP-7937G=	0004F2ED24B0	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 84.48
1	CON-SNT-CP7942	CP-7942G=	FCH1634887G	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 15.36
1	CON-SNT-CP7942	CP-7942G=	FCH16348EE4	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 15.36
1	CON-SNT-CP7942	CP-7942G=	FCH16348FFD	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 15.36
1	CON-SNT-CP7942	CP-7942G=	FCH16348FXA	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 15.36
1	CON-SNT-CP7975	CP-7975G=	FCH12339UCU	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 36.86
1	CON-SNT-2248EFAB	N2K-C2248TPE-FA-B	FOX2003GQ07	620 MARKET STREET	16-Mar-17	31-Dec-18	\$ 294.75
1	CON-SNT-2248EFAB	N2K-C2248TPE-FA-B	FOX2008G694	620 MARKET STREET	16-Mar-17	31-Dec-18	\$ 294.75
1	CON-SNT-2248EFAB	N2K-C2248TPE-FA-B	FOX2008G6N5	620 MARKET STREET	16-Mar-17	31-Dec-18	\$ 294.75
1	CON-SNT-2248EFAB	N2K-C2248TPE-FA-B	FOX2008G6UB	620 MARKET STREET	16-Mar-17	31-Dec-18	\$ 294.75
1	CON-SNT-RPS2300	PWR-RPS2300=	FDO1912YG5S	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 270.34
1	CON-SNT-VG224	VG224	FTX1722AH3N	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1733AJTJ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1733AJTL	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1733AJTN	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1733AJTP	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1748AKC3	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1748AKC4	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1748AKC5	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-VG224-MP	VG224-MP	FTX1748AKC7	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 761.86
1	CON-SNT-WSC3560C	WS-C3560CG-8PC-S	FOC1916Y107	620 MARKET ST	1-Jan-17	31-Dec-18	\$ 164.35
Subtotal							\$ 39,018.64

Contract 93765550							
Software Maintenance - TAC,CCO,iOS SW(SW)							
Quan	Service Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date	Price
1	CON-SW-2960S2TD	WS-C2960S-24TD-L	FOC172221VJ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 297.98
1	CON-SW-2960S2TD	WS-C2960S-24TD-L	FOC172221WS	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 297.98
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1701R2BZ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1701R2H8	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1723235Z	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724H04N	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724H05E	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724H05R	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724H05T	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 574.46

1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724H05X	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724H063	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724P1FF	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724P1FJ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724P1FK	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724R1JR	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724R1TC	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724Z00J	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724Z01Q	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724Z02A	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724Z02L	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1724Z03W	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1729P2A1	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1733P0KT	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1734P2P3	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1734P2P4	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X2PS	WS-C3750X-24P-S	FDO1749R024	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	574.46
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1652P2EQ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703H1TY	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703R3PJ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703R3PK	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703R3PQ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703W3EE	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703X1AK	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703Z2YJ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703Z2Z2	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703Z30F	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1703Z30X	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1704R0B2	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1704W025	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1704Z0AX	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728P2PF	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728P2Q3	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728P2QT	620 MARKET ST	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728P2SW	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728R1LV	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728Z2FM	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728Z2HE	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728Z2HT	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728Z2J4	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728Z2L5	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728Z2TQ	620 MARKET ST	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1728Z2X6	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1729Z03F	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1749Z2WT	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
1	CON-SW-3750X4FS	WS-C3750X-48PF-S	FDO1750R165	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,101.31
							Subtotal	\$ 46,321.15

Contract 94700948
SMARTnet Premium 24x7x4 (SNTP)

Quan	Service Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date		
1	CON-SNTP-2248B	N2K-C2248TP-BUN	FOX1724GPZ9	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	454.66
1	CON-SNTP-2248B	N2K-C2248TP-BUN	FOX1724GPZJ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	454.66
1	CON-SNTP-2248B	N2K-C2248TP-BUN	FOX1724GURS	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	454.66
1	CON-SNTP-2248B	N2K-C2248TP-BUN	FOX1724GW48	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	454.66
1	CON-SNTP-C5548UPB	NSK-C5548UP-BUN	SSI172205C6	620 MARKET STREET	1-Dec-17	31-Dec-18	\$	1,781.89
1	CON-SNTP-C5548UPB	NSK-C5548UP-BUN	SSI172205C7	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	3,153.41
1	CON-SNTP-C5548UP	NSK-C5548UP-FA	SSI172000QV	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	3,755.52
1	CON-SNTP-C5548UP	NSK-C5548UP-FA	SSI172000XW	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	3,755.52
1	CON-SNTP-C5548UP	NSK-C5548UP-FA	SSI172904L7	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	3,755.52
1	CON-SNTP-B200M3-U	UCS-B200-M3-U	FCH1722J4D4	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	473.09
1	CON-SNTP-EZINCHSS	UCS-EZ-INFRA-CHSS	FOX1721GQDC	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	374.78
1	CON-SNTP-EZINCHSS	UCS-EZ-INFRA-CHSS	FOX1721GQFJ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	374.78
1	CON-SNTP-EZINFI48	UCS-EZ-INFRA-FI48	SSI171407S5	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,480.70
1	CON-SNTP-EZINFI48	UCS-EZ-INFRA-FI48	SSI171407SW	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,480.70
1	CON-SNTP-EZINFI48	UCS-EZ-INFRA-FI48	SSI171806NP	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,480.70
1	CON-SNTP-EZINFI48	UCS-EZ-INFRA-FI48	SSI171806NR	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	1,480.70
1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1721J41G	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	473.09
1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1722J3XN	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	473.09
1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1722J3YA	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	473.09
1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1722J47Q	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	473.09
1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1722J4CM	620 MARKET STREET	1-Jan-17	31-Dec-18	\$	473.09

1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1722J4DF	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 473.09
1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1722J548	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 473.09
1	CON-SNTP-UCB200M3	UCUCS-EZ-B200M3	FCH1722J5NX	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 473.09
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE171209R5	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 2,654.21
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE17290DVQ	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 2,654.21
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE17290DX7	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 2,654.21
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE17290DXB	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 2,654.21
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE17290E03	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 2,654.21
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE17290E1E	620 MARKET STREET	1-Jan-17	31-Dec-18	\$ 2,654.21
Subtotal							\$ 44,875.90

Contract 94706856							
ESS WITH BX5XNBD(ECDN)							
Quan	Service	Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date
1	CON-ECDN-CTI5320M	CTI-5320-MCU-K9		SUK17410003	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 6,758.40
10	CON-ECDN-LIC5304P	LIC-5300-4PL			620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 16,588.80
1	CON-ECDN-CTRLDVC8	CTS-CTRL-DVC8=		FTT174000E1	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 474.62
1	CON-ECDN-CTRLDVC8	CTS-CTRL-DVC8=		FTT174000E5	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 474.62
1	CON-ECDN-INTPC40	CTS-INTP-C40-K9		FCZ1744F08P	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 3,030.25
1	CON-ECDN-INTPC40	CTS-INTP-C40-K9		FCZ1744F08Q	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 3,030.25
1	CON-ECDN-PHD1080P	CTS-PHD1080P12XS2		A1AB35F00875	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 949.25
1	CON-ECDN-PHD1080P	CTS-PHD1080P12XS2		A1AB35F00895	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 949.25
1	CON-ECDN-CTSSX1NK	CTS-SX10N-K9		FTT2016X040	620 MARKET ST	2-May-17	31-Dec-18 \$ 427.14
1	CON-ECDN-CPROBUN	TCS-C220-PROBUN-K9		FCH1741V15U	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 10,042.37
Subtotal							\$ 42,724.94

Contract 93778558							
ESS SW SUPP UPGR(ECMU)							
Quan	Service	Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date
VIDEO							
1	CON-ECMU-CTITMSSW	CTI-TMS-SW-K9		80A65467	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 1,488.38
1	CON-ECMU-LICVCS10	LIC-VCS-10		DUM1469812491RR11262013	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 1,550.40
1	CON-ECMU-LICVCS10	LIC-VCS-10		DUM1469812492RR11262013	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 1,550.40
1	CON-ECMU-LICVCS20	LIC-VCS-20		DUM1469812490RR11262013	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 2,772.77
1	CON-ECMU-VMVCSCTL	R-VMVCS-CTRL-K9		DUM1469812493RR11262013	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 4,053.89
1	CON-ECMU-VMVCSXP	R-VMVCS-EXPWY-K9		DUM1469812489RR11262013	620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 3,858.05
VOICE							
10	CON-ECMU-CCX0NSLC	CCX-10-N-S-LIC			620 MARKET ST	1-Jan-17	31-Dec-18 \$ 1,027.65
70	CON-ECMU-ER90USR0	ER90-USR-10-NEW			620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 2,741.76
150	CON-ECMU-LIC9BASA	LIC-CUCM-9X-BAS-A			620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 4,896.00
550	CON-ECMU-LICMENHA	LIC-CUCM-9X-ENH-A			620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 29,620.80
236	CON-ECMU-LICMXSSA	LIC-CUCM-9X-ESS-A			620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 2,310.91
1	CON-ECMU-LICTP9X	LIC-TP-9X-ROOM			620 MARKET STREET	18-Sep-17	31-Dec-18 \$ 85.37
100	CON-ECMU-LICUWLT	LIC-UWL-STD-A			620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 8,160.00
525	CON-ECMU-UNITYSTD	UNITYCN9-STD-USR			620 MARKET STREET	1-Jan-17	31-Dec-18 \$ 12,852.00
Subtotal							\$ 76,968.38
Smartnet Total							\$ 249,909.02

SOLARWINDS - One Year Contract							
Quan	Service	Product Number	Product Number	Description			
1		12264652	17296	KIWI SYSLOG SVR SGL INST 12MO MNT RNWL		5/21/2017	5/20/2018 \$ 95.40
1		11892948	16211	LOG EVENT MGR 100 N YR MNT RNWL		5/21/2017	5/20/2018 \$ 2,327.40
1		12264586	17184	NTWK CONFIG MGR DL100 100 N YR MNT RNWL		1/28/2018	1/27/2019 \$ 775.80
1		12264578	17194	NTWK PERF MON 2K ELEMENTS YR MNT RNWL		1/28/2018	1/27/2019 \$ 3,297.60
Solarwinds Total							\$ 6,496.20
Grand Total							\$ 256,405.22



CompuNet, Inc

****Click on Contract Link to go to detailed equipment list.**

Note: Taxes are not included in the quote but will be a part of invoice

Quote	Service Level	List Price	Customer Price
Co-termed renewal 31-DEC-2018			
15597567	Hardware and SW Maintenance.	\$302,959.70	\$263,574.94
15817296	Hardware Maintenance.	\$145.31	\$126.42
	Total	\$303,105.01	\$263,701.36

SmartNet Total		\$263,701.36
-----------------------	--	---------------------

Contract Summary:

Quote #: 15817298 Back
Quote Status: VALID
Reseller Bill to: COMPUNET INC
Reseller Bill to # 1494300

Quote Line Item Detail

LINE	LINE STA	MAJOR	LINE TYP	INSTANCE NUMBER	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	TARGET	TARGET	BEGIN DATE	MO	END DATE	MO	INSTALL	INSTALL	SITE ADD	SITE ADD	SITE CITY	SITE STA	SITE POS	SERVICE SKU	ANNUAL SERVICE LIST PRICE	PRO RATED LIST PRICE	Customer Price
10		VALID	Major	New	16203620	JMX181220RZ	ASA5505-K8 ASA 5505 Appliance with SW, 10 Users, 8 1	NEW	SNT		15-Dec-2018		31-Dec-2018		4.03E+08	BEANTON	620	MARSH RANDY R	PROSSEF WA	99050	CON-SNT-AS5K8	71	145.31	126.42	

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	January 10, 2017	Execute Contract	___
Subject:	Authorize purchase Liberty Licenses and LTD equipment replacement approved in 2015-2016	Pass Resolution	<u>X</u>
By:	Teri L. Holmes	Pass Ordinance	___
Reviewed By:	Loretta SmithKelty	Pass Motion	___
		Other	___
		Consent Agenda	<u>X</u>
		Public Hearing	___
		1st Discussion	___
		2nd Discussion	___
		Other	___

BACKGROUND INFORMATION

Benton County District Court has numerous old workstations and printers in service that were either previously replaced and left as Leave-to-die units or not enrolled in the replacement fund at time of purchase. Funds were set aside in the 2015-2016 budget to purchase additional Liberty licenses to support document preservation and replace some of this outdated equipment. Outdated equipment often times require additional resources to keep performing and it is desirable to get this equipment out of service.

SUMMARY

Benton County Information Technology working with District Court the last couple weeks has begun setting a plan in motion. A block of additional Liberty licenses were ordered and after much review, several pieces of equipment have been ordered to replace the LTD equipment currently in use.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the purchases of Liberty Licenses, Dell workstations, Fujitsu Scanner, Microsoft Surface book, and HP LaserJet printers in an amount not to exceed \$28,780.00 previously approved in the 2015-2016 budget.

FISCAL IMPACT

None. Requested in 2015-2016 Biennial Budget

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VARIOUS COMPUTERS, PRINTERS, SCANNERS, TABLETS AND LIBERTY LICENSES TO SUPPORT DOCUMENT PRESERVATION AND REPLACE LEAVE-TO-DIE EQUIPMENT IN BENTON COUNTY DISTRICT COURT UTILIZING FUNDS APPROVED IN THE 2015-2016 BUDGET.

WHEREAS, Benton County has selected Dell workstations and laptops as its standard; and

WHEREAS, Benton County has selected Fujitsu scanners as its standard; and

WHEREAS, Benton County has selected HP LaserJet Printers as its standard; and

WHEREAS, Techline Communications, Inc. is a sole source vendor for Liberty licenses; and

WHEREAS, The Benton County District Court requested in the 2015-2016 Biennial Budget funding for Liberty licenses and numerous workstations, scanners, and printers to replace Leave-to-die computers currently in use; and

WHEREAS, Section 2.6 of the Computer Replacement policy requires all new computer equipment receive approval by the Board of Benton County Commissioners before purchasing; and

WHEREAS, Information Technology assembled quotes from Techline Communications, Inc., Southern Computer Warehouse for Fujitsu scanners, Microsoft Surface books and Hewlett Packard LaserJet Printers, and an eQuote from Dell Premier utilizing Washington State Contract pricing and recommends the purchase; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of a block of Liberty licenses from TechLine Communications, Inc., and various Dell OptiPlex workstations from Dell Premier, Fujitsu scanners, Microsoft Surface Book tablets, and Hewlett Packard LaserJet Printers from Southern Computer Warehouse for use by the Benton County District Court office in an amount not to exceed \$28,780.00 budgeted in 2015-2016 line item 3192

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

Orig: Information Technology
cc: Auditor,

Prepared by: T. Holmes

**Southern Computer Warehouse**

1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
<http://www.scw.com>
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quotation (Open)**Date**

Dec 12, 2016 05:33 PM
 EST

Doc #

1639981 - rev 1 of 1

Description

Replacement HP Printers

SalesRep

Hart, Alex
 (P) 770-579-8927

Customer Contact

Holmes, Teri
 (P) 509.786.5603
 Teri.Holmes@co.benton.wa.us

Customer

Benton County WA (A11627)
 Holmes, Teri
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603

Bill To

Benton County WA
 Services, Central
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603
 teri.holmes@co.benton.wa.us

Ship To

Benton County WA
 REF#, ATTN
 620 Market Street
 Prosser, WA 99350
 United States

Customer PO:

Terms:
 Undefined

Ship Via:
 GROUND

Special Instructions:

Carrier Account #:

* Description	Part #	Qty	Unit Price	Total
HP LaserJet 2300dn Replacement				
1 HP LaserJet Enterprise M506dn Printer - monochrome - Duplex - laser - A4/Legal - 1200 x 1200 dpi - up to 45 ppm - capacity: 650 sheets - USB 2.0, Gigabit LAN, USB 2.0 host Note: \$185.00 off, promo expires 12/30/2016 by 3 PM EST.	F2A69A#BGJ	1	\$527.54	\$527.54
HP OfficeJet 6000 Replacement Options (Ink and Laser)				
2 HP Officejet Pro 6230 ePrinter Printer - color - Duplex - ink-jet - A4/Legal - 600 x 1200 dpi - up to 29 ppm (mono) / up to 24 ppm (color) - capacity: 225 sheets - USB, LAN, Wi-Fi(n) Note: \$20.00 off, promo expires 12/30/2016 by 3 PM EST.	E3E03A#B1H	1	\$73.12	\$73.12
3 HP Color LaserJet Pro M252dw Printer - color - Duplex - laser - A4/Legal - 600 x 600 dpi - up to 19 ppm (mono) / up to 19 ppm (color) - capacity: 150 sheets - USB 2.0, LAN, Wi-Fi(n), USB host, NFC Note: \$45.00 off, promo expires 12/16/2016 by 3 PM EST.	B4A22A#BGJ	1	\$282.21	\$282.21

Subtotal: \$882.87
 Tax (8.600%): \$75.93
 Shipping: \$0.00
Total: \$958.80

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.



Southern Computer Warehouse

1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
<http://www.scw.com>
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quotation (Open)

Date

Dec 14, 2016 01:34 PM
 EST

Doc #

1640643 - rev 1 of 1

Description

Fujitsu

SalesRep

Hart, Alex
 (P) 770-579-8927

Customer Contact

Holmes, Teri
 (P) 509.786.5603
 Teri.Holmes@co.benton.wa.us

Customer

Benton County WA (A11627)
 Holmes, Teri
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603

Bill To

Benton County WA
 Services, Central
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603
 teri.holmes@co.benton.wa.us

Ship To

Benton County WA
 REF#, ATTN
 620 Market Street
 Prosser, WA 99350
 United States

Customer PO:

Terms:
 Undefined

Ship Via:
 GROUND

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Fujitsu fi-7160 Document scanner - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 60 ppm (mono) / up to 60 ppm (color) - ADF (80 sheets) - up to 4000 scans per day - USB 3.0	PA03670- B055	1	\$880.38	\$880.38
2	Fujitsu fi-7260 Document scanner - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 60 ppm (mono) / up to 60 ppm (color) - ADF (80 sheets) - up to 4000 scans per day - USB 3.0 Note: \$25.00 off, promo expires 12/30/2016 by 3 PM EST.	PA03670- B555	1	\$1,229.79	\$1,229.79

Subtotal: \$2,110.17
 Tax (8.600%): \$181.47
 Shipping: \$0.00
Total: \$2,291.64

Quote valid for 30 days unless formal bid provides different term.
 Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.



Southern Computer Warehouse
 1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
<http://www.scw.com>
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quotation (Open)

Date
 Dec 14, 2016 04:45 PM
 EST

Doc #
 1640804 - rev 1 of 1

Description
 HP Color LaserJet Pro MFP M477fdn

SalesRep
 Hart, Alex
 (P) 770-579-8927

Customer Contact
 Holmes, Teri
 (P) 509.786.5603
 Teri.Holmes@co.benton.wa.us

Customer
 Benton County WA (A11627)
 Holmes, Teri
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603

Bill To
 Benton County WA
 Services, Central
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603
 teri.holmes@co.benton.wa.us

Ship To
 Benton County WA
 REF#, ATTN
 620 Market Street
 Prosser, WA 99350
 United States

Customer PO:

Terms:
 Undefined

Ship Via:
 GROUND

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	HP Color LaserJet Pro MFP M477fdn Multifunction printer - color - laser - Legal (8.5 in x 14 in) (original) - A4/Legal (media) - up to 28 ppm (copying) - up to 28 ppm (printing) - 300 sheets - USB 2.0, Gigabit LAN, USB host Note: \$35.00 off, promo expires 12/16/2016 by 3 PM EST.	CF378A#BGJ	4	\$518.88	\$2,075.52

HP NASPO ValuePoint Contract Pricing
 The HP products quoted above utilize the HP NASPO ValuePoint Contract Pricing. The Contract Number MNNVP-133 and PA 7-15-70-34-001 should be listed on your PO. Ask me how I can help with your HP NASPO needs!

Subtotal: \$2,075.52
 Tax (8.600%): \$178.49
 Shipping: \$0.00
Total: \$2,254.01

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

TechLine Communications, Inc.

1010 Turner Way East
Seattle, Washington 98112

Invoice

Date	Invoice #
12/12/2016	6915

Bill To
Benton County Josie Delvin 7122 W Okanogan Pl Kennewick, WA 99336

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		12/12/2016			

Quantity	Item Code	Description	Price Each	Amount
5	EP115a	Fixed User Concurrent License	995.00	4,975.00T
	Discount	Fixed Client Package discount	-995.00	-995.00
1	LibertyNet Mainten...	LibertyNet Maintenance - incremental support (13 months) to co-terminate with other support 1/31/2018	1,077.96	1,077.96
		Sales Tax	8.60%	427.85

Thank you for your business.	Total	\$5,485.81
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Phone #
206-527-3450 x305



Southern Computer Warehouse
 1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
<http://www.scw.com>
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quotation (Open)

Date
 Nov 04, 2016 03:36 PM
 EDT

Doc #
 1610000 - rev 1 of 1

Description
 Microsoft Surface Book

SalesRep
 Hart, Alex
 (P) 770-579-8927

Customer Contact
 Holmes, Teri
 (P) 509.786.5603
 Teri.Holmes@co.benton.wa.us

Customer
 Benton County WA (A11627)
 Holmes, Teri
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603

Bill To
 Benton County WA
 Services, Central
 PO Box 608
 Prosser, WA 99350
 United States
 (P) 509-786-5603
 teri.holmes@co.benton.wa.us

Ship To
 Benton County WA
 20160929-T6, REF
 620 Market Street
 Info Tech
 Prosser, WA 99350
 United States

Customer PO:

Terms:
 Undefined

Ship Via:
 GROUND

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Microsoft Surface Book Tablet - with detachable keyboard - Core i5 6300U / 2.4 GHz - Win 10 Pro 64-bit - 8 GB RAM - 128 GB SSD - 13.5" touchscreen 3000 x 2000 - HD Graphics 520 - Wi-Fi - silver - kbd: English - North America - commercial Note: This item is a special order and is non-returnable per the manufacturer, unless DOA or defective.	SV7-00001	1	\$1,402.73	\$1,402.73
2	Case Logic 14.1" Laptop and iPad Slim Case Notebook carrying case - 14.1" - black - for Apple iPad (3rd generation); iPad 2	AUA-314-BLACK	1	\$17.99	\$17.99
3	Microsoft Surface Book Tablet - with detachable keyboard - Core i7 6600U / 2.6 GHz - Win 10 Pro 64-bit - 16 GB RAM - 512 GB SSD - 13.5" touchscreen 3000 x 2000 - GF 940M - Wi-Fi - silver - kbd: English - North America - commercial	SW6-00001	1	\$2,414.37	\$2,414.37

Subtotal: \$3,835.09
 Tax (8.600%): \$329.82
 Shipping: \$0.00
Total: \$4,164.91

Quote valid for 30 days unless formal bid provides different term.
 Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.
 These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

o. Amended Contract #1 w/Washington State Patrol for Criminal History Record Information Management

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: F/C 12-21-16 B/C 1-10-17	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Sign Amendment 1 to WSP Contract No. C130717GSC	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Maria Loera	Pass Ordinance	1ST DISCUSSION
Reviewed By: Darryl Banks	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

The Washington State Patrol has initiated an Amendment 1 to the Memorandum of Understanding for WSP Contract No. C130717GSC signed per Benton County Resolution # 2013 725 dated October 15, 2013 and Franklin County Resolution # 2013 376 dated October 23, 2013 the Board of Benton County Commissioners and the Board of Franklin County Commissioners entered into an Agreement between Benton-Franklin Counties Juvenile Justice Center and Washington State Patrol to provide guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of Criminal History Record Information (CHRI).

SUMMARY

The current Contract WSP Contract No. C130717GSC with Washington State Patrol expired in October of 2016 and Washington State Patrol did not provide an amendment to the Contract until November 30, 2016.

Amendment 1 serves to extend the Contract end date through October 31, 2019, and Exhibit B CJIS Security Policy 5.1 shall be replaced with Exhibit B CJIS Security Policy 5.5.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign Amendment 1 to WSP Contract No. C130717GSC between Washington State Patrol and Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary; Janet E. Taylor, Franklin County Deputy Prosecuting Attorney who reviewed the contract as to form; Karen Cline, Contracts Assistant, and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

Amendment 1 to WSP Contract No. C130717GSC does not have a fiscal impact.

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 Amendment 1 to WSP Contract No. C130717GSC between Washington State Patrol and Benton-Franklin Counties Juvenile Justice Center.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

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 FOR WSP CONTRACT NO. C130717GSC, AMENDMENT 1 BETWEEN BENTON FRANKLIN JUVENILE JUSTICE CENTER AND WASHINGTON STATE PATROL, AMENDING BENTON COUNTY RESOLUTION #2013 725 AND FRANKLIN COUNTY RESOLUTION # 2013 376

WHEREAS, per Benton County Resolution # 2013 725 dated October 15, 2013 and Franklin County Resolution # 2013 376 dated October 23, 2013 the Board of Benton County Commissioners and the Board of Franklin County Commissioners entered into an Agreement between Benton-Franklin Counties Juvenile Justice Center and Washington State Patrol to provide guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of Criminal History Record Information (CHRI); and

WHEREAS, the current Contract with Washington State Patrol expired in October of 2016 and Washington State Patrol did not provide an amendment to the Contract until November 30, 2016; and

WHEREAS, Amendment 1 serves to extend the Contract end date through October 31, 2019, and Exhibit B CJIS Security Policy 5.1 shall be replaced with Exhibit B CJIS Security Policy 5.5; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approves the Memorandum of Understanding, Amendment 1 with the Washington State Patrol to WSP Contract No. C130717GSC; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Memorandum of Understanding, Amendment 1 to WSP Contract No. C130717GSC; and

BE IT FURTHER RESOLVED, the attached Memorandum of Understanding, Amendment 1 to WSP Contract No. C130717GSC shall be effective upon execution by the counties and shall expire October 31, 2019.

DATED this ____ day of _____ 2017
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**WSP Contract No. C130717GSC
Amendment 1**

**WASHINGTON STATE PATROL
CONTRACT AMENDMENT**

The above referenced Contract between the Washington State Patrol and Benton-Franklin Juvenile Justice Center is hereby amended as follows:

- The end date shall be extended through October 31, 2019.
- EXHIBIT B CJIS Security Policy 5.1 shall be replaced with EXHIBIT B CJIS Security Policy 5.5.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

BENTON-FRANKLIN JUVENILE JUSTICE
CENTER

See attached signature page.

FOR: John R. Batiste, Chief

Signature

Date

Date

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks 12-6-16
Darryl Banks, Juvenile Court Administrator

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____
Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Janet E. Taylor 12-5-16
Janet E. Taylor, Civil Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____
Attest:

Clerk of the Board: _____

U. S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division



Criminal Justice Information Services (CJIS) Security Policy

Version 5.5
06/01/2016

CJISD-ITS-DOC-08140-5.5



Prepared by:
CJIS Information Security Officer

Approved by:
CJIS Advisory Policy Board

EXECUTIVE SUMMARY

Law enforcement needs timely and secure access to services that provide data wherever and whenever for stopping and reducing crime. In response to these needs, the Advisory Policy Board (APB) recommended to the Federal Bureau of Investigation (FBI) that the Criminal Justice Information Services (CJIS) Division authorize the expansion of the existing security management structure in 1998. Administered through a shared management philosophy, the CJIS Security Policy contains information security requirements, guidelines, and agreements reflecting the will of law enforcement and criminal justice agencies for protecting the sources, transmission, storage, and generation of Criminal Justice Information (CJI). The Federal Information Security Management Act of 2002 provides further legal basis for the APB approved management, operational, and technical security requirements mandated to protect CJI and by extension the hardware, software and infrastructure required to enable the services provided by the criminal justice community.

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

The CJIS Security Policy integrates presidential directives, federal laws, FBI directives and the criminal justice community's APB decisions along with nationally recognized guidance from the National Institute of Standards and Technology. The Policy is presented at both strategic and tactical levels and is periodically updated to reflect the security requirements of evolving business models. The Policy features modular sections enabling more frequent updates to address emerging threats and new security measures. The provided security criteria assists agencies with designing and implementing systems to meet a uniform level of risk and security protection while enabling agencies the latitude to institute more stringent security requirements and controls based on their business model and local needs.

The CJIS Security Policy strengthens the partnership between the FBI and CJIS Systems Agencies (CSA), including, in those states with separate authorities, the State Identification Bureaus (SIB). Further, as use of criminal history record information for noncriminal justice purposes continues to expand, the CJIS Security Policy becomes increasingly important in guiding the National Crime Prevention and Privacy Compact Council and State Compact Officers in the secure exchange of criminal justice records.

The Policy describes the vision and captures the security concepts that set the policies, protections, roles, and responsibilities with minimal impact from changes in technology. The Policy empowers CSAs with the insight and ability to tune their security programs according to their risks, needs, budgets, and resource constraints while remaining compliant with the baseline level of security set forth in this Policy. The CJIS Security Policy provides a secure framework of laws, standards, and elements of published and vetted policies for accomplishing the mission across the broad spectrum of the criminal justice and noncriminal justice communities.

CHANGE MANAGEMENT

Revision	Change Description	Created/Changed by	Date	Approved By
5.0	Policy Rewrite	Security Policy Working Group	02/09/2011	See Signature Page
5.1	Incorporate Calendar Year 2011 APB approved changes and administrative changes	CJIS ISO Program Office	07/13/2012	APB & Compact Council
5.2	Incorporate Calendar Year 2012 APB approved changes and administrative changes	CJIS ISO Program Office	08/09/2013	APB & Compact Council
5.3	Incorporate Calendar Year 2013 APB approved changes and administrative changes	CJIS ISO Program Office	08/04/2014	APB & Compact Council
5.4	Incorporate Calendar Year 2014 APB approved changes and administrative changes	CJIS ISO Program Office	10/06/2015	APB & Compact Council
5.5	Incorporate Calendar Year 2015 APB approved changes and administrative changes	CJIS ISO Program Office	06/01/2016	APB & Compact Council

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	EXECUTIVE CONTRACT <u>xx</u> PASS RESOLUTION <u>xx</u> PASS ORDINANCE PASS MOTION OTHER	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: F/C 12-21-16 B/C 01-10-17			
SUBJECT: Personal Service Contract with Tri-Cities Monitoring, Inc.			
Prepared By: Maria Loera			
Reviewed By: Darryl Banks			

BACKGROUND INFORMATION

Benton-Franklin Counties Juvenile Justice Center currently contracts with Tri-Cities Monitoring, Inc. and would like to enter into a new contract effective January 1, 2017 through December 31, 2018.

SUMMARY

The attached Personal Services Contract with Tri-Cities Monitoring, Inc. commences on January 1, 2017 and shall expire on December 31, 2018.

COORDINATION

This Contract was coordinated by Becky Magnuson, Tri-Cities Monitoring, Inc.; Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center; and Janet E. Taylor, Deputy Prosecuting Attorney for Franklin County. The Contract was prepared by Maria Loera, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Tri-Cities Monitoring, Inc. and the Benton-Franklin Counties Juvenile Justice Center for services.

FISCAL IMPACT

Amount not to exceed \$260,000.00 to be paid out of Current Expense Dept. 171 Operations Budget. No supplemental required.

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 Personal Services Contract with Tri-Cities Monitoring, Inc. and Benton-Franklin Counties Juvenile Justice Center.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

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 AWARDING THE PERSONAL SERVICE CONTRACT TO TRI-CITIES MONITORING, INC. FOR ARMED SECURITY GUARD SERVICES FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, per resolution 2012-677 "... The County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, Benton-Franklin Counties Juvenile Justice Center currently contract with Tri-Cities Monitoring, Inc., and would like to enter into an new contract for a term beginning January 1, 2017 through December 31, 2018: NOW, THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Board concurs with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Tri-Cities Monitoring, Inc., for a total contract amount not to exceed \$260,000.00 including W.S.S.T; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby awards the Personal Services Contract to Tri-Cities Monitoring, Inc.; and

BE IT FURTHER RESOLVED the term of the attached contract shall commence on January 1, 2017, and shall expire on December 31, 2018.

DATED this _____ day of _____ 2017
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
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 and Franklin County, a political subdivision of the State of Washington, 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 Tri-Cities Monitoring, Inc., with its principal offices at 3180 W. Clearwater Ave. Suite M, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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 begin on **January 1, 2017** and shall expire on **December 31, 2018**, unless terminated sooner. 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.

2. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

A. Security Services:

- (1) The CONTRACTOR shall perform armed security services to maintain a safe work environment for staff and clients of the COUNTIES during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM Pacific Standard Time; except on holidays established by the Benton-Franklin Counties Superior Court.
- (2) The CONTRACTOR shall provide one full-time, regular or reserve, commissioned Police Officer that possesses current firearms certification, and has completed eight hours of Defensive Tactics training. Areas to be secured are outlined as follows:
 - a. Benton-Franklin Counties Juvenile Justice Center lobby area;

- b. Benton-Franklin Counties Juvenile Justice Center first and second courtrooms;
 - c. Benton-Franklin Counties Juvenile Justice Center hallways and offices; and
 - d. Surrounding outside premises of Benton-Franklin Counties Juvenile Justice Center, with the exception of the Detention area.
- (3) The CONTRACTOR shall provide an additional Security Officer or Officers, as needed, if both courtrooms are being utilized, and/or for high-risk hearings, as determined by the COUNTIES, or as requested by the COUNTIES for reasonable and agreeable needs.
- (4) The CONTRACTOR shall ensure its response time to requests from the COUNTIES to respond to urgent matters during normal business hours are handled within 60 minutes of the request. The CONTRACTOR shall designate a lead person in his/her absence or in addition who has the authority to make urgent decisions.

B. Screening Station Services:

- (1) The CONTRACTOR shall perform armed screening services to maintain a safe work environment for staff and clients of the COUNTIES.
- (2) Provide one full-time or full-time equivalent screener. The screener needs to be a person with experience in one or more of the following areas: regular or reserved commissioned Police Officer, community or custody corrections and/or Military Police Officer (other military experience may be deemed appropriate as approved by the COUNTIES) and possesses their current firearms certification, and has completed eight hours of Defensive Tactics training to monitor the main entrance of the Benton Franklin Counties Juvenile Justice Center, during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM Pacific Standard Time; except on holidays established by the Benton-Franklin Counties Superior Court;
- (3) Provide additional Screeners, as needed, for the second courtroom, for extended hours or as requested by the COUNTIES for reasonable and agreeable needs;
- (4) Direct the public through the screening station;

- (5) Monitor the public and watch and report any disturbances and/or potential disturbances;
- (6) Perform pat-down searches of clients entering the COUNTIES' facility, as Security Officer deems necessary, to prevent weapons being brought into the facility;
- (7) Perform any and all other duties as assigned by the COUNTIES and agreed upon by the COUNTIES and the CONTRACTOR.

C. Transport Services

- (1) The Transport Officer needs to be a person with experience in one or more of the following areas: regular or reserved commissioned Police Officer, community or custody corrections and/or Military Police Officer (other military experience may be deemed appropriate as approved by the COUNTIES) and possesses their current firearms certification, and has completed eight hours of Defensive Tactics training.
- (2) CONTRACTOR shall transport high and low risk Juvenile Justice Center clientele from various locations to the COUNTIES for court and other needs.
- (3) The COUNTIES shall furnish a cage vehicle to CONTRACTOR for the express purpose of transport needs.
- (4) The COUNTIES shall ensure that all vehicle insurance requirements are met and remain in full force and effect for the transport cage vehicle.
- (5) The COUNTIES shall, when possible, provide at least one (1) days' notice of need to transport youth from Detention for appointments, courts, etc.

D. Training/Consultation:

- (1) The CONTRACTOR Agrees to:
 - a. provide consultation with the COUNTIES' staff and management on any security matters as needed or as requested by the COUNTIES;
 - b. participate in and/or assist with the collaboration of training and drills under

the direction of the Counties, so that all staff at the Counties will know what to do in the event of an emergency, as outlined by the Counties' policy (e.g., hostage situation and How to Avoid and Escape High Risk Incidents);

- c. ensure that CONTRACTOR'S staff have been fully trained in the operation of the screening station and that staff have read and are familiar with the Benton-Franklin Counties Juvenile Justice Center Security Procedures;
- d. maintain training records of each CONTRACTOR staff and make those records available to the COUNTIES upon request;
- e. provide a signed release authorizing the COUNTIES to obtain driving records from the Washington State Department of Motor Vehicles and/or Licensing and to provide certificates of training for each officer.

(2) The COUNTIES agrees to:

- a. cooperate and assist Security/Screening Officers in order to maintain safety, which may include sharing information of known or suspected threats;
 - b. provide court docket and advanced notice when the second courtroom will be used; and
 - c. provide advance notice, if possible, when a high-risk hearing or other situations arise that might require additional security needs or staffing.
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- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
 - c. The CONTRACTOR shall perform the work specified in this 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 COUNTIES 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 COUNTIES.

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 CONTRACTOR: Becky Magnuson
Tri-Cities Monitoring, Inc.
3180 W. Clearwater Ave. Suite M
Kennewick, WA 99336
Phone: (509) 392-8011
Email: becky@tricitymonitoring.com

b. For COUNTIES: Darryl Banks, Administrator
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Fax: (509) 736-2728
Email: darryl.banks@co.benton.wa.us

4. COMPENSATION

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

- A. Regular security (8:00 a.m.-12:00 p.m. and 1:00 p.m. to 5:00 p.m. Pacific Standard Time); a rate of \$28.31 per hour.
- B. The rate of \$28.31 per hour will be charged for any security coverage prior to 8:00 a.m. and/or after 5:00 p.m., between 12:00 pm and 1:00 pm, Pacific Standard Time; or if a second security officer is needed to provide security coverage to the second courtroom, dependency hearings or parent pay court coverage, as needed.
- C. Regular screener (8:00 a.m. to 5:00 p.m. Pacific Standard Time; lunch included) rate of \$16.42 per hour.

- D. The rate of \$16.42 per hour will be charged for any additional Screeners as requested by COUNTIES for reasonable and agreeable needs.
- E. Local and out of the area transport rate of \$24.07 per hour.
- F. Tracking service rate of \$19.38 per hour.
- G. The maximum amount is not to exceed two hundred and sixty thousand dollars (\$260,000.00).
- H. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- I. The CONTRACTOR may submit invoices to the COUNTIES 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 COUNTIES during the billing period. The COUNTIES 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.
- J. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- K. 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 COUNTIES it 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.
- L. Unless otherwise provided 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.

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

6. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR 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, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [6] shall survive termination and expiration of this Contract.

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

7. INSURANCE

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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 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. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a

minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR and COUNTIES from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTIES, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [6]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- c. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, 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. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. 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 COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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 COUNTIES, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
4. 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.
5. 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.
6. 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. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. 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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section [7(a)], shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-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 and Franklin Counties' Risk Managers. 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.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability and Auto Liability, and Workmen's Compensation, shall specifically

include the COUNTIES, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements are to be provided to the COUNTIES' Contract Representative referenced in Section 3.b.
3. All written notices under this Section [7] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3. b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties' Risk Manager at the following address: Benton-Franklin Counties Juvenile Justice Center 5606 W. Canal Place, Suite 106 Kennewick WA 99336.

8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- 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 COUNTIES 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 COUNTIES 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 COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR in writing, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.
- d. The CONTRACTOR shall have a right to terminate this Agreement upon ten (10) days advance written notice to the COUNTIES in the event the COUNTIES fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

10. 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. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving parties' authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. 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 COUNTIES. 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 [4] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES' 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 COUNTIES' 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 COUNTIES.
- 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 COUNTIES' Contract Representative or designee.

12. COMPLIANCE WITH LAWS

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

13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and

records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

14. NONDISCRIMINATION

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

15. 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 COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES 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 there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

16. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, 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 COUNTIES of any notice of such claim.

17. DISPUTES

Disputes between the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S right to seek judicial relief.

18. CONFIDENTIALITY

The CONTRACTOR, 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 CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

19. 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.

20. SUCCESSORS AND ASSIGNS

The COUNTIES, 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.

21. 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 this Contract did not contain the particular provision held to be invalid.

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

22. ENTIRE AGREEMENT

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

23. 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.

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [6] and [16]); extended reporting period requirements for professional liability insurance (Section [7(a)]); inspection and keeping of records and books (Section [13]); litigation hold notice (Section [25]); Public Records Act (Section [26]) and confidentiality (Section [18]).

25. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to

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

26. PUBLIC RECORDS ACT

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

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

Tri-Cities Monitoring, Inc.	Benton Franklin Counties Juvenile Justice Center
 <div style="display: flex; justify-content: space-between;"> Becky Magnuson Owner/Manager <u>12/6/14</u> Date </div>	 <div style="display: flex; justify-content: space-between;"> Darryl Banks Juvenile Court Administrator <u>12-5-16</u> Date </div>
<p style="text-align: center;">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p>_____</p> <p>Stephen Hallstrom, Deputy Prosecuting Attorney Date</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p style="text-align: center;">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p>  <div style="display: flex; justify-content: space-between;"> Janet Taylor, Civil Deputy Prosecuting Attorney <u>12.5.16</u> Date </div> <p>By: _____</p> <p>Name: _____</p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: F/C 12-14-16 B/C 01-10-17	NEEDED	
SUBJECT: Fee for Services Rendered Contract with the City of Kennewick	Executive Contract <u>xx</u>	
Prepared By: Maria Loera	Pass Resolution <u>xx</u>	
Reviewed By: Darryl Banks	Pass Ordinance	
	Pass Motion	
	Other	

BACKGROUND INFORMATION

Attached for Board review and approval is the Fee for Services Rendered Contract between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and the City of Kennewick. BFJJC has been providing the Graffiti Abatement Program (GAP) to the City of Kennewick for a number of years. The purpose of GAP is the removal of graffiti caused by vandalism with juveniles sentenced to work crew for the term of January 1, 2017, through December 31, 2018.

SUMMARY

There are four (4) originals of the Fee for Services Rendered Contract for the Graffiti Abatement Program that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Services Rendered Contract with the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

This Contract was coordinated by Marie Mosley, City Manager for Kennewick and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center. The Franklin County Prosecuting Attorney Office approved the contract as to form. The Contract was prepared by Maria Loera, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

There is no fiscal impact to the Counties. The maximum amount payable by the City of Kennewick to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$72,960.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Services Rendered Contract with the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

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 CONTRACTING WITH THE CITY OF KENNEWICK FOR THE FEE
FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT
PROGRAM and**

WHEREAS, Benton Franklin Counties Juvenile Justice Center had a Fee for Services Rendered Contract with the City of Kennewick for the Graffiti Abatement Program for 2015-2016 via Benton County Resolution 2015-078 and Franklin County Resolution 2015 003; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Services Rendered Contract between the City of Kennewick and Benton-Franklin Counties Juvenile Justice Center be approved as presented.

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrator of the Juvenile Court and award the Fee for Services Rendered Contract between the City of Kennewick and the Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, the maximum amount payable by the City of Kennewick to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$72,960.00; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2017 and expires on December 31, 2018; and

BE IT FURTHER RESOLVED, the Boards hereby authorize the Chairmen to sign the attached Fees for Services Contact.

DATED this _____ day of _____ 2017.
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2016.
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST: Clerk of the Board

ATTEST: Clerk of the Board

JUDGES
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce A. Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Darryl Banks, 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

JERRI G. POTTS
JACQUELINE I. STAM
PAMELA E. PETERSON
Court Commissioners

FEE FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT PROGRAM TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, 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 the City of Kennewick, a municipal corporation, with its principal offices at 210 W Sixth AVE, PO Box 6108, Kennewick, WA, 99336-6108, (hereinafter "City").

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 begin January 1, 2017, and shall expire on December 31, 2018.

2. SERVICES PROVIDED

The Counties agree to provide the following services to the City:

- A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner; keeping in mind that his/her actions reflect on both the Counties and City.
- B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed, and complete its work in a timely manner
- C. To the extent possible, in providing services under this Contract, the Counties will use donated materials. If those materials are not satisfactory to the City, the Counties agree to purchase materials, to the extent there are funds available to do so from the monies it receives from the City under the terms of this Contract.

- D. The Counties will ensure that GAP has a sufficient juvenile work force to accomplish the mission of GAP.
- E. The Counties shall provide transportation for the GAP work crew.
- F. The Counties shall confer with the City from time to time during the progress of the work. The Counties shall prepare work statistics and present status reports and other information that may be pertinent and necessary, or as may be requested by the City.

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 CITY: **Marie Mosley, City Manager
City of Kennewick
PO Box 6108
210 W Sixth AVE
Kennewick WA 99336-6108
Phone: (509) 585-4238**
- B. For COUNTIES: **Darryl Banks
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 222-2316**

4. COMPENSATION

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

- A. Funding by the City to the Counties in the amount of \$72,960.00 for the entire contract period, payable in monthly installments in accordance with Section 4.D of this Contract.
- B. The maximum total amount payable by the City to the Counties under this Contract shall not exceed \$72,960.00.
- 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 City once per month during the progress of the work. Invoices shall cover the time Counties performed work for the City during the billing period. The City shall pay the Counties 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.

5. AMENDMENTS AND CHANGES IN WORK

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by authorized representatives of 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

- A. The City 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 City's acts, errors or omissions in the performance of this Contract. PROVIDED, that the City'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.

- B. The County shall hold harmless, indemnify and defend the City, 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 County's negligent acts, errors or omissions in the performance of this Contract. Provided, that the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, 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 ten (10) days written notice by certified mail to the City.

- 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 by either party prior to December 31, 2018, the City shall pay the Counties on a pro-rated basis for 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 City.
- 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

Both parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

11. NONDISCRIMINATION

Both parties agree that each party, 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, the presence of any disability, or based on any other protected status.

12. DISPUTES

Differences between the City 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 the City's right to seek judicial relief.

13. 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.

14. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the City 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.

15. 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.

16. 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.

17. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in 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:

City of Kennewick

**Benton Franklin Counties
Juvenile Justice Center**

Marie E. Mosley
Marie Mosley, City Manager

12/1/16
Date

Darryl Banks
Darryl Banks

10-21-16
Date

BENTON COUNTY APPROVAL

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Approved as to Form:

Stephen Hallstrom, Deputy Prosecuting Attorney Date

Janet Taylor 10-19-16
Janet Taylor, Civil Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioner
Date: _____
Attest:

By: _____
Name: _____
Title: Chairman, Board of Commissioner
Date: _____
Attest:

Clerk of the Board: _____

Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE TRANSFER OF FUNDS WITHIN
FUND NUMBER 0000101, DEPARTMENT NUMBER 136

2015-16 Budget

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

Dated this _____ day of _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County Washington

Attest _____
Clerk of the Board

cc Dept Auditor File

Prepared by D Gerry

BENTON COUNTY LINE ITEM TRANSFER

Dept Name Public Defense

Dept Nbr 136

Fund Name Current Expense

Fund Nbr 0000101

TRANSFER FROM Dept 136

TRANSFER TO Dept 136

Table with 8 columns: BASE SUB (6 digit), LINE ITEM (4 digit), LINE ITEM NAME, AMOUNT, BASE SUB (6 digit), LINE ITEM (4 digit), LINE ITEM NAME, AMOUNT. Rows include Superior Court Services, Office Supplies, and Legal Services.

Explanation
Transfer necessary to supplement office supplies and legal services
2015 16 Budget

Prepared by Eric Hsu

Date 28 Dec 2016

Approved [Signature]

Denied [Signature]

Date

Chairman

Member

Member

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract <input type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date Jan 10 2017 Presentation length Presenting elected office/department OPD Prepared by Eric Hsu Reviewed by Loretta Smith-Kelty	

BACKGROUND INFORMATION

Benton and Franklin Counties previously executed a bi-county resolution establishing the method and manner by which the compensation and other costs related to the providing of public defense services to children in dependency and termination of parental rights cases would be equitably apportioned between the counties. The established method and manner required that the percentage allocation for each calendar year be established in advance of the calendar year. The proposed bi-county resolution establishes the percentage allocation for the year 2017 based on caseload data from 2011-2015 (which is the same data used to establish the allocation rate for the latter portion of 2016).

SUMMARY

The resolution establishes the 2017 percentage allocation for the division of costs between Benton and Franklin Counties for public defense services to children in dependency and termination of parental rights. Based on applicable caseload data, this rate will be 38.1% paid by Franklin County and 61.9% paid by Benton County.

RECOMMENDATION

Execute resolution as proposed

ANTICIPATED FISCAL IMPACT

None

BI-COUNTY RESOLUTION
BENTON COUNTY RESOLUTION NO _____

FRANKLIN COUNTY RESOLUTION NO 2016 481

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY WASHINGTON &
FRANKLIN COUNTY WASHINGTON

**IN THE MATTER OF ESTABLISHING THE COST SHARE RATE TO DIVIDE THE COSTS OF
JUVENILE DEPENDENCY PUBLIC DEFENSE CONTRACTS BETWEEN BENTON & FRANKLIN
COUNTIES IN YEAR 2017**

WHEREAS, Benton County and Franklin County (Counties) are obligated by law to provide indigent defense services (Services) in Benton and Franklin County Juvenile Court to affected children in dependency cases (Cases) and

WHEREAS, Counties previously executed a bi county resolution establishing the process by which Counties would divide the costs of Services on Cases (Benton County Resolution 2016 761 Franklin County Resolution 2016 355) (Previous Resolution) and

WHEREAS, Previous Resolution required that the Counties agree to the cost division rate for each year based on a stated formula and data and

WHEREAS, Previous Resolution established the cost division rate for the remainder of 2016 at 61 9% for Benton County and 38 1% for Franklin County based on data for 2011-2015 filings and

WHEREAS, the same cost division rate of 61 9% for Benton County and 38 1% for Franklin County is also appropriate for the year 2017 since the same data for 2011-2015 filings would be used for calculating the 2017 cost division rate,

NOW THEREFORE, be it resolved that pursuant to previously executed bi-county Resolution 2016 761 (Benton) and 2016 355 (Franklin) the cost division rate applicable for the period of January 1 2017 to December 31 2017 for indigent services in Benton and Franklin County Juvenile Court provided to affected children in dependency cases shall be 61 9% for Benton County and 38 1% for Franklin County

Dated this _____ day of _____, 20

Dated this 21 day of DECEMBER, 20 16

Chairman of the Board



Chairman of the Board

Chairman Pro Tem



Chairman Pro Tem

Member
Constituting the Board of County
Commissioners, Benton County
Washington



Member
Constituting the Board of County
Commissioners, Franklin County
Washington

Attest
Clerk of the Board

Attest. 
Clerk of the Board

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
Requested meeting date Jan 10 2 17 Presentation length Presenting elected office/department OPD Prepared by Eric Hsu Reviewed by Loretta Smith Kelty	

BACKGROUND INFORMATION

Attorney Jeff Briggs currently contracts with Benton County to provide public defense services in Benton County District Court on a combination of pre trial cases probation cases and in custody arraignment representation His representation of probation cases is split with attorney Trinity Orosco who also provides public defense services on the Superior Court legal financial obligations (LFO) docket Recent developments have led to Attorney Orosco s full dedicated attention being required on the LFO docket Therefore it is necessary to amend attorney Briggs contract to shift his duties away from pre trial cases and fully to probation cases and arraignment representation only This proposed amendment also revises the compensation schedule on attorney Briggs contract to match that of other District Court public defense contracts

SUMMARY

Proposed amendment revises attorney Briggs contractual obligations in light of need to revise the contractual obligations of attorney Orosco

RECOMMENDATION

Execute amendment as proposed

ANTICIPATED FISCAL IMPACT

None beyond budgeted

**AMENDED
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1618JB001SA**

CONTRACT SUMMARY			
Contract Type	PV ICA		
Contract Number	BCDC1618JB001SA	Contract Holder	Jeff Briggs
WSBA #	44071	Effective Dates	Jan 1 2017 – Dec 31 2018
Caseload Cap	295	Compensation	\$5 915/mo

THE AGREEMENT previously entered into by and between **Jeff Briggs**, attorney at law Washington State Bar Association # **44071** (Attorney) and **BENTON COUNTY**, a State of Washington political subdivision (County) for and on behalf of the Benton County District Court executed by and through Resolution 2016 221

IS HEREBY AMENDED AS FOLLOWS

5 **CONTRACT DUTIES** This section shall be replaced in its entirety with the following

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

- Probation violation or sentence violation matters in Benton County District Court *Attorney shall be responsible for 100% of the dockets associated with such matters whether they are set on the regular noncompliance docket or on some other docket throughout the week*
- In custody arraignment provisional representation *Attorney shall coordinate with other attorneys assigned to provide in custody arraignment provisional representation to ensure that necessary coverage is available and shall be responsible for such representation approximately 2 and sometimes up to 3 days a week If the PDM or designee establishes a fixed schedule for such representation then Attorney shall comply with it*

6 CONTINUED REPRESENTATION This section shall be replaced in its entirety with the following

Attorney shall have no continued representation responsibilities as to matters assigned pursuant this agreement in the event Attorney terminates it or allows it to lapse

7 NUMBER OF APPOINTMENTS This section shall be replaced in its entirety with the following

During each calendar year of the term of this Agreement Attorney may be appointed any number of case appointments up to **two hundred ninety five (295)** total weighted cases (equivalent to 390 unweighted cases) with cases and weighting calculated according to Benton County's Case Weighting System as published and amended from time to time For reference purposes it is estimated that approximately 50% of these cases will be from the Probation Violation docket cases including reduction in caseload from time spent on the docket (and preparing for the docket) providing provisional representation to groups of persons on the docket without anticipation of further representation and with no sanction imposed The remaining 50% of these cases will be from Attorney's assignment to In Custody Arraignment dockets with cases and time calculated there accordingly

8 CASE EQUIVALENTS This section shall be replaced in its entirety with the following

Cases shall be calculated according to Benton County's Case Weighting System as published and amended from time to time

As required by the Public Defense Manager or Benton County's Office of Public Defense Attorney shall report caseloads as an affirmative and essential obligation of this contract

12 COMPENSATION The following subsections shall be amended by replacing them in their entirety with the following All other subsections shall remain in effect without change

a Attorney's monthly compensation hereunder shall be as follows

Year	Monthly Compensation
2017	\$5 915
2018	\$5 996 25

b This section shall be eliminated completely

c The phrase "Articles 8(e) and 3(f)" shall be replaced by Articles 8 and 3(f) "

d This section shall be eliminated completely

This amendment shall take effect on January 1, 2017

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

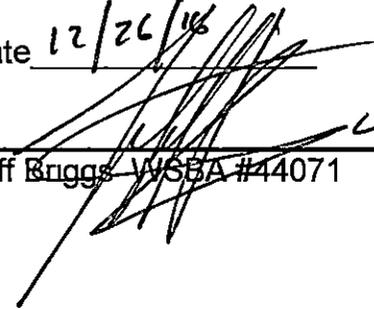
BENTON COUNTY

ATTORNEY

Date _____

Date 12/26/16

Chairman



Jeff Briggs WSBA #44071

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest

Clerk of the Board

Approved as to Form and Content



Eric Hsu
Public Defense Manager

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following

a Metrics Monitoring will entail the collection of the following metrics specific to Attorney

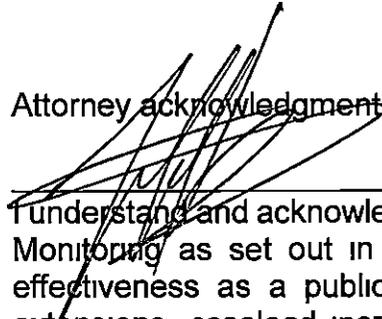
- Number of contested hearings held
- Number of visits to incarcerated clients

b Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including but not limited to pre trial dockets motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate among other things

Attorney's preparedness and readiness

- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment


I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions such as renewals extensions caseload increases or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring

**BENTON COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
Requested meeting date Jan 10 2017 Presentation length Presenting elected office/department OPD Prepared by Eric Hsu Reviewed by Loretta Smith Kelty	

BACKGROUND INFORMATION

Benton County is legally obligated to provide public defense services in Benton County District Court. From time to time due to conflicts or caseload overflows it is necessary to appoint cases to attorneys other than Staff Defender assigned to the District Court Unit and contract attorneys being paid a monthly basis to provide services in District Court. Attorney Heather Villani has expressed interest in and is legally qualified to provide public defense services on District Court cases on such a conflict and overflow basis with compensation being solely on an as needed by the case basis.

SUMMARY

Overflow and conflict contract with attorney Heather Villani for public defense services in Benton County District Court is proposed for execution.

RECOMMENDATION

Execute contract as proposed

ANTICIPATED FISCAL IMPACT

None beyond budgeted

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1718HRV001**

CONTRACT SUMMARY			
Contract Type	Conflict and Overflow		
Contract Number	BCDC1718HRV001	Contract Holder	Heather R Villani
WSBA #	44973	Effective Dates	Jan 1 2017 – Dec 31 2018
Caseload Cap	200	Compensation	Per Case \$182 (2017) \$184 50 (2018)

THIS AGREEMENT is entered into by and between **Heather Villani**, attorney at law Washington State Bar Association # **44973** (Attorney) and **BENTON COUNTY**, a State of Washington political subdivision (County) for and on behalf of the Benton County District Court

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

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

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

1 **AGREEMENT TERM** This Agreement shall be deemed effective for all purposes as of **Jan 1, 2017** and shall continue thereafter through and including **December 31, 2018** unless earlier terminated pursuant to the applicable terms and provisions of this Agreement

2 **ATTORNEY S OFFICE LOCATION**

a Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1030 N Center Parkway, Kennewick, WA**

99336 Attorney s current local office telephone and fax numbers are **(509) 735 5099** and **no fax no** respectively and Attorney s current office/work e mail address is **Heather villani@hotmail com**

b Throughout the entire term of this Agreement Attorney shall continue to maintain (or have access to) such an office such telephone and fax numbers and such e mail address provided that however Attorney may relocate Attorney s office to another location within the greater Tri Cities Washington and/or Attorney may change Attorney s telephone/fax number to another greater Tri Cities local telephone/fax number and/or Attorney may change Attorney s e mail address provided that Attorney must provide immediate written notice of such change(s) to the Benton Franklin Public Defense Manager (PDM) the Benton County Prosecuting Attorney and the Benton County District Court Administrator (District Court Administrator)

c Regardless of the location or manner in which Attorney decides to maintain an office throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court

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

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

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date Jan 10 2017
Presentation length
Presenting elected office/department OPD
Prepared by Eric Hsu
Reviewed by Loretta Smith Kelty

BACKGROUND INFORMATION

Zachary Goytowski currently contracts with Benton County to provide public defense services in Benton County District Court. The contract provides that he can terminate it with or without cause with 90 days advance written notice. Attorney Goytowski has provided such advance written notice (dated December 15 2016) and his contract should be regarded as terminated as of March 15 2017 with post termination continuing representation obligations as outlined in the terms of his contract.

SUMMARY

Attorney Zachary Goytowski has tendered notice of termination for his District Court public defense contract.

RECOMMENDATION

Acknowledge notice of termination. Regard contract with attorney Zachary Goytowski as terminated effective March 15 2017.

ANTICIPATED FISCAL IMPACT

None

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date Jan 10 2017
Presentation length
Presenting elected office/department OPD
Prepared by Eric Hsu
Reviewed by Loretta Smith Kelty

BACKGROUND INFORMATION

Adam Pechtel currently contracts with Benton County to provide public defense services in Benton County District Court. The contract provides that he can terminate it with or without cause with 90 days advance written notice. Attorney Pechtel has provided such advance written notice (dated November 10 2016) and his contract should be regarded as terminated as of February 8 2017 with post termination continuing representation obligations as outlined in the terms of his contract.

SUMMARY

Attorney Adam Pechtel has tendered notice of termination for his District Court public defense contract.

RECOMMENDATION

Acknowledge notice of termination. Regard contract with attorney Adam Pechtel as terminated effective February 8 2017.

ANTICIPATED FISCAL IMPACT

None

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date Jan 10 2017
 Presentation length
 Presenting elected office/department OPD
 Prepared by Eric Hsu
 Reviewed by Loretta Smith Kelty

BACKGROUND INFORMATION

Attorney Trinity Orosco presently provides contract public defense services for Benton County on both the Superior Court legal financial obligations (LFO) docket as well as on the District Court probation violations docket. A number of factors including the decision in City of Richland v Wakefield court mandated changes in public defender responsibilities and a general increase in caseload have made it so that it is necessary to dedicate all of Attorney Orosco's time to the LFO docket in order to provide legally effective representation. The proposed contract amendment accomplishes this change in contractual obligation and also revises the compensation on the contract to match changes made to other Benton County District Court public defense contracts.

SUMMARY

Amendment to public defense contract with attorney Trinity Orosco is proposed shifting her responsibilities wholly to the LFO docket.

RECOMMENDATION

Execute contract amendment as proposed

ANTICIPATED FISCAL IMPACT

None beyond budgeted

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT AND SUPERIOR COURT
CONTRACT # BCSD1618TJO001SA**

CONTRACT SUMMARY			
Contract Type	Specialty Docket –Superior Court LFOs		
Contract Number	BCSD1618TJO001SA	Contract Holder	Trinity Orosco
WSBA #	41366	Effective Dates	January 1 2017 – December 31 2018
Caseload Cap	Up to Full Caseload	Compensation	\$5 915 00 per month

The Agreement previously entered into by and between Trinity Orosco, attorney at law Washington State Bar Association # 41366 (Attorney) and BENTON COUNTY a State of Washington political subdivision (County) Contract No BCDC1416TJO001 executed by and through Resolution 2013 921 on December 17 2013 and amended by and through Resolution 2016 349 on April 26 2016 is hereby further amended as follows

Paragraph A in the Facts and Circumstances upon which this contract is based is deleted in its entirety

In Paragraph C of the Facts and Circumstances upon which this contract is based the phrase ' Probation Violation or ' is deleted

- A Attorney is engaged in the private practice of law has direct experience in defending and advocating for defendants facing Probation Violation or LFO proceedings and desires to contract with County to provide such legally required public defense services

5 **CONTRACT DUTIES** The first two bullet points in this section pertaining to Probation violation or sentence violation matters in Benton County District Court and Legal financial obligation or failure to pay fine matters in Benton County District Court are deleted in their entirety

The last paragraph after the bullet points shall be eliminated in its entirety and shall be replaced with the following

Attorney shall attend all dockets associated with the above cases While attorney is not obligated to hold office hours at the Justice Center she shall take reasonable steps to ensure that clients and other defendants that she is directed by the court to assist have reasonable access to her services outside of court docket times to the extent she deems necessary in her independent professional discretion

6 **CONTINUED REPRESENTATION**

The subsection in this section entitled For probation violations shall be deleted in its entirety along with the paragraphs titled a) and b) therein

A new paragraph shall be inserted after paragraphs a) and b) in the section entitled For LFO matters which shall state Notwithstanding the above Attorney shall not attempt to withdraw from representation of any clients when i) additional sanctions under the same Show Cause proceedings are still a legal possibility ii) the Court has not allowed withdrawal or iii) it would be unreasonable under applicable ethical or other professional obligations for Attorney to withdraw given the pending circumstances of a matter

7 **NUMBER OF APPOINTMENTS**

The following sentence shall be added at the end of the current paragraph Actual caseload may be significantly less than this stated maximum

12 **COMPENSATION**

Paragraph a in this section shall be replaced with the following

Attorney s monthly compensation hereunder shall be according to the following schedule pro rated for any partial month

Year	Monthly Compensation
2017	\$5 915
2018	\$5 996 25

Paragraph b in this section shall be deleted

All remaining provisions shall remain in effect Any discrepancy between this Second Amendment and the First Amendment or the underlying agreement, shall be resolved in favor of this Second Amendment

The effective date of this amendment shall be January 1, 2017

****SIGNATURES APPEAR ON THE FOLLOWING PAGE****

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

BENTON COUNTY

ATTORNEY

Date _____

Date 12/19/14



Chairman

Trinity Orosco WSBA# 41366

Commissioner

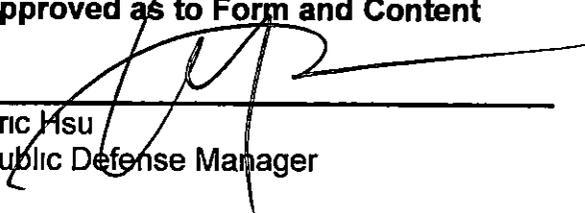
Commissioner

Constituting the Board of County
Commissioners for Benton County

Attest

Clerk of the Board

Approved as to Form and Content



Eric Hsu
Public Defense Manager

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following

a Metrics Monitoring will entail the collection of the following metrics specific to Attorney

Number of contested hearings held

- Number of visits to incarcerated clients

b Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including but not limited to pre trial dockets motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate among other things

Attorney's preparedness and readiness

- Attorney's interactions with clients

Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment



I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions such as renewals extensions caseload increases or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
Meeting Date: <u>1/10/2017</u>	<u>NEEDED</u>	Consent Agenda X
Subject: <u>Terminate Personnel</u>	Execute Contract	Public Hearing
Prepared by: <u>L. Wingfield</u>	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
	Pass Motion	Other
	Other	

BACKGROUND INFORMATION

The Personnel Department seeks to terminate their current contract with Neopost, who provides their postage meter. Due to the changes in Personnel processes, a postage meter is no longer necessary. The agreement is set to expire and all invoices have been paid.

SUMMARY

See above.

RECOMMENDATION

Recommend approving the Board of Benton County Commissioners to sign the termination letter to Neopost.

FISCAL IMPACT

No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER TO TERMINATE THE AGREEMENT BETWEEN BENTON COUNTY PERSONNEL AND MAIL FINANCE, A NEOPOST COMPANY.

WHEREAS, the Personnel Department no longer requires the usage of a postage meter due to the change in department processes; and

WHEREAS, the Personnel Manager request the Chairman of the Board of Benton County Commissioners to sign the attached letter to terminate the agreement between the Personnel Department and Mail Finance, a Neopost company; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby authorizes the Chairman of the Board to sign the attached letter to Government Contracts at Neopost to cancel the agreement between the Benton County Personnel Department and Mail Finance.

Dated this _____ day of _____, 20__

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

January 10, 2017

To Government Contracts at Neopost:

Benton County is requesting to cancel our agreement between the Benton County Personnel Department and Mail Finance. When the Benton County Personnel Manager discussed this cancellation with the Customer Loyalty Representative, she was asked to provide the following information.

- Lexi Wingfield, 509-737-2777, lexi.wingfield@co.benton.wa.us
- 7122 W Okanogan Place, Building A, Kennewick WA 99336
- Contract Number: 60593538/ N12021453
- Serial Number: 11227715

Sincerely,

BOARD OF COUNTY COMMISSIONERS

James Beaver, Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
WORKMEN'S COMPENSATION FUND NUMBER 0503101, DEPARTMENT
NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Workmen's Compensation

Dept Nbr: 000

Fund Name: Workmen's Compensation

Fund Nbr: 0503101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
517.670	4601	Insurance and Bonds	\$5,000	517.670	2203	Supplemental Pension	\$5,000
TOTAL			\$5,000	TOTAL			\$5,000

Explanation:

2015/2016 Budget: Additional funds are required due to a short fall of Benton County's Department of Labor and Industries Self-Insurance Section quarter 3, 2016, supplemental pension assessment.

Prepared by: L. Wingfield

Date: 30-Dec-2016

Approved

Denied

Date: _____

Chairman

Member

Member

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 0000101, DEPARTMENT NUMBER 114.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept. Auditor

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: LEOFF

Dept Nbr: 114

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
517.220	4150	Medical Reimbursements	\$12,000	517.220	2103	Medical Insurance	\$12,000
TOTAL			\$12,000	TOTAL			\$12,000

Explanation:

2015-2016 Budget: Under estimated year end medical insurance invoices.

Prepared by: L. Wingfield

Date: 30-Dec-2016

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	January 10, 2017	Execute Contract	<u> X </u>	Consent Agenda
Subject:	Appraisers	Pass Resolution	<u> X </u>	Public Hearing
Prepared by:	C. Fraley	Pass Ordinance	<u> </u>	1st Discussion
Reviewed by:	S. Hallstrom	Pass Motion	<u> </u>	2nd Discussion
		Other	<u> </u>	Other

BACKGROUND INFORMATION: The Benton County negotiation team has successfully negotiated an amendment to the existing three-year collective bargaining agreement with AFSCME for 2017 reopeners, representing Appraiser employees.

SUMMARY: See above.

RECOMMENDATION: Approve a resolution authorizing the Chair of the Board to sign Amendment I to the 2016-2018 collective bargaining agreement.

FISCAL IMPACT: This resolution will provide for: a two percent (2%) increase to the 2016 Salary Schedule effective January 1, 2017; and, an increase in Benton County's contribution to employees' health and welfare benefits in the amount of \$5 per month, for a total monthly contribution of up to the amount of \$1,138.60, effective the first payroll cycle following the date of the last signature to the collective bargaining agreement.

MOTION: I move that we approve the resolution authorizing the Board of County Commissioners to sign said Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2016-2018 AGREEMENT BETWEEN BENTON COUNTY AND AFSCME, AFL-CIO, LOCAL 2658B, COUNCIL 2, REPRESENTING APPRAISER EMPLOYEES.

WHEREAS, the Collective Bargaining Agreement between the parties has been reached between negotiators for Benton County and AFSCME, AFL-CIO, LOCAL 2658B to finalize a reopener to the 2016-2018 CBA; and

WHEREAS, Benton County Board of Commissioners have previously discussed and approved the significant terms of the Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Benton County Board of Commissioners hereby approve the Agreement and are authorized to sign the same.

Dated this _____ day of January, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

AMENDMENT I
to
2016 – 2018 AGREEMENT
Between
BENTON COUNTY
And
COUNCIL 2, LOCAL 2658B
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO
Representing APPRAISERS

Benton County (Employer) and WSCCCE, AFSCME, AFL-CIO, Local 2658B, Council 2, hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2016, through December 31, 2018, as follows:

1. The following paragraph is added to Section 22.2:
Effective January 1, 2017, the 2016 Salary Schedule will be increased by two percent (2%). This calculation and process shall be determined and established by the Benton County Commissioners Office.

2. Section 23.2 is hereby amended to include a new sub-section c, to read as follows:

(c.) Effective the first payroll cycle following the date of the last signature affixed to the CBA, Employer agrees to increase Employer's monthly health and welfare contribution in the amount of Five and No/100 Dollars (\$5.00), for a total monthly insurance health and welfare contribution up to the amount of One Thousand, One Hundred, Thirty-Eight and 60/100 Dollars (\$1,138.60), as the unit selected the Employer offered UEBT dental and vision composite plans, as follows:

 1. The Employer agrees to pay up to a maximum of One Thousand, One Hundred, Twenty-Three and 60/100 (\$1,123.60) per month towards medical, dental, vision, and life insurance coverage.
 2. The Employer agrees to pay Fifteen and No/100 Dollars (\$15.00) per month into the employees' VEBA accounts. This VEBA contribution is in exchange for a reduction in Employer's insurance contribution by Fifteen and No/100 Dollars (\$15.00) per month

3. No other language in the CBA is amended or intended to be changed or modified.
4. Except as otherwise stipulated above, this Amendment is effective as of January 1, 2017.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BOARD OF BENTON COUNTY
COMMISSIONERS**

**WASHINGTON STATE
COUNTY OF COUNTY AND
CITY EMPLOYEES, AFL-CIO**

Chair

Kevin Dougherty, Representative

Member

Date: _____

Member

Constituting the Board of
Benton County Commissioners

Attest: _____
Clerk to the Board

Date: _____

Approved as to form:

Stephen J. Hallstrom
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date: Jan 10, 2017 Subject: Personal Service Agreement between Benton County and Partners for Early Learning for Building Resilience through Family Support Prepared by: Shyanne Faulconer Reviewed by:</p>	<p>Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>

SUMMARY

Benton County would like to enter into a service agreement with Partners for Early Learning (“Contractor”) for the Building Resilience through Family Support Program.

For the time period of January 1, 2017, through December 31, 2017, Contractor shall be compensated by County in an amount not to exceed forty-four thousand eight hundred sixty dollars (\$44,860.00). For the time period of January 1, 2018 through December 31, 2018, Contractor shall be compensated in the amount not to exceed thirty-three thousand four hundred twelve dollars and fifty cents (\$33,412.50) (75% of 2018 requested budget).

Funding would support resources an independent contractor (home visit coordinator), child abuse prevention training, Ready! For Kindergarten materials, and a parent assessment tool.

The program will provide home visitor support to high-risk, low-income families with young children (birth-5) within the Richland School District. The goal of the program is to build resilience within the family, mitigate toxic stress, promote school readiness, and connect families to resources, thus decreasing gang involvement and future crime.

BACKGROUND INFORMATION

Partners for Early Learning applied for consideration in the RFP process that commenced on September 1, 2016 for contracts for 2017-2018. After speaking with references (i.e. Mid-Columbia Library, Richland School District, and others) it was clear that this program was valuable, and that the organization had the experience and infrastructure necessary to run a successful, impactful program. The 2018 budget was reduced by 25% to allow for the organization to find matching funds elsewhere, with the intention of long-term sustainability.

RECOMMENDATION

- Sign the Resolution to accept proposed agreement
- Approve proposed agreement by signing all copies where indicated

FISCAL IMPACT

Funding for the additional services as outlined in this amendment are provided by the Benton County Public Safety Tax. There is no impact on the current expense budget. All revenues and expenditures are from the Public Safety Tax Fund 0148-101.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND PARTNERS FOR EARLY LEARNING FOR BUILDING RESILIENCE THROUGH FAMILY SUPPORT PROGRAM

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 where to *“improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”*; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Partners for Early Learning has proposed a Building Resilience Through Family Support Program in the total 2017-2018 biennial amount of seventy-eight thousand, two hundred seventy two dollars and fifty cents (\$78,272.50); and

WHEREAS, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed forty-four thousand eight hundred sixty dollars (\$44,860.00). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount of thirty-three thousand four hundred twelve dollars and fifty cents (\$33,412.50) (75% of 2018 requested budget); **NOW, THEREFORE**

BE IT RESOLVED the amount of \$78,272.50, the 2017-2018 biennial budgeted amount, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Partners for Early Learning.

BE IT FURTHER RESOLVED, this agreement will start January 1, 2017.

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**

**BENTON COUNTY
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 Partners for Early Learning, a non-profit corporation with its principal offices at 339 Oahu St., Richland, Washington, 99352, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Proposal Application from Building Resilience Through Family Support Project;
- c. Exhibit B, Progress Reporting and Measures; and
- d. Exhibit C, Project Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2017, and shall expire on December 31, 2018. The CONTRACTOR shall complete all services 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 in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. The CONTRACTOR shall prepare and deliver monthly status reports in the form

of Exhibit B demonstrating services completed to date.

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:

Karen Weakley
339 Oahu St.
Richland, WA 99352
Phone: (509)430-6358
Email: karenweakley@hotmail.com

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509)786-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

- a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Project Budget" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed forty-four thousand eight hundred sixty dollars (\$44,860.00). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount not to exceed thirty-three thousand four hundred twelve dollars and fifty cents (\$33,412.50) (75% of 2018 requested budget).
- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.

- c. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the services performed for partial payment of the services completed to date. The COUNTY shall pay the CONTRACTOR in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided 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**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, 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. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. 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 and employers liability.

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.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed

in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'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. 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.
5. 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.
6. 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. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. 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. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-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.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. 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 at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

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 immediately terminate this Contract by so notifying the CONTRACTOR, 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.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior 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. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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 [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

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 age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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 there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. 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

Disputes 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, or 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 this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in

conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in

force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2017.

Dated: _____

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting Attorney

Dated: 1/3/17

Partners for Early Learning



Signature

President
Title:

Karen Weakley

PRINTED NAME

**PROPOSAL APPLICATION FOR PROJECTS AND PROGRAMS SUPPORTING THE
BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE**

Name of Your Organization:

Title of Program or Project:

Executive summary of program or project: (100 words or less)

Partners for Early Learning will provide home visitor support to high risk families with young children, ages birth-5, in high poverty areas within the Richland School District. This prevention project will utilize research-based principles of effective parent education and support. It is designed to build resilience within the family, mitigate toxic stress, promote school readiness, and connect families to much needed resources; thus decreasing gang involvement and future crime and incarceration.

Purpose, vision, or mission of your organization: (200 words or less)

The mission of Partners for Early Learning (PFEL) is to ensure all children come to school with the skills and resources they need to succeed. This focus on school readiness is comprehensive, with support and interventions offered to both early care education providers and parents of young children.

Our success providing professional development to early care and education providers from a variety of programs and settings, has been well documented over the past years. However, the need to reach families of young children directly has encouraged us to broaden our scope of service delivery to include intensive parent support. We believe that parents are the first teachers of their children. However, in order to become the best teachers, they need specific, individualized support responsive to their needs. For high-risk families, such as those identified by the Building Resilience Through Family Support project, intervention must be intensive and specific. As an integral part of this intervention, parents will build connections to existing community services.

Purpose and need for the program or project. Please include current and historic challenges, opportunities, or issues that the program/project seeks to address. (400 words or less)

Demographics in the Richland School District have been changing drastically in the last 10 years. The poverty rate is growing faster than the enrollment rate and the number of kindergarten students coming to school ready to learn is decreasing. Secondary schools are seeing a drastic increase in students suffering from significant mental health issues. These issues often have their foundation in early childhood and strengthening parenting skills has been shown to positively impact student success and decrease antisocial behaviors and incarceration.

PFEL has had a successful partnership with the Richland School District since its inception. In response to changing demographics, Richland School District has intentionally created access to the most high risk families through many community partnerships. These partnerships have illuminated the necessity of reaching at risk families early, establishing relationships, connecting them to community services, and providing ongoing training, parent education, and support. The Building Resilience Through Family Support project can connect with very young families early, and help them establish more positive interactions with their children, as well as with schools and community agencies. This intervention will reduce stress in the home, a major contributor to gang affiliation and criminal activity as children grow toward adulthood.

According to research published by the organization "Fight Crime: Invest in Kids", quality early care and education programs are highly effective crime prevention tools as they cut crime and put children on the path to productive and healthy lives. Recognizing parents are their child's first teacher, this proposed program will provide individualized home visits that will ensure the parents' ability to support their child's physical, social, emotional, and academic success. The focus of this support will be to build resilience within the child and parent; modeling and supporting positive interactions between parent and child, increasing the child's school readiness skills, and connecting families with on-going social supports that will assist them in forming healthier attachments with their children. Research has also shown that a home visiting approach powerfully impacts the lives of young children and their families. These types of home visiting programs are limited in Benton County and almost exclusively have stringent enrollment guidelines, disqualifying many families. With funding from Benton County Gang and Crime Prevention Initiative, the Building Resilience Through Family Support program will deliver parent education and support to high risk families identified by our many Richland partners.

PROPOSAL APPLICATION FOR PROJECTS AND PROGRAMS SUPPORTING THE BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE

Detailed program or project description. Include need, origins, phases, partners and their roles, and a timeline. (500 words or less)

Need- Families served by the Richland School District have shown a significant increase in poverty level for the past several years. Children are experiencing higher levels of food insecurity, inadequate housing, and parental stress. Research tells us that early intervention into the lives of high risk families has a significant return on investment. Enhancing parents' ability to foster resilience in their children positively impacts the child's ability to learn and function successfully in the community.

Origin and Program Description: PFEL is embarking on a new project which builds on our previous experience and success in training early care and education providers. The proposed home visit model will build on our expertise and community connections to offer parents in-home training and support. One contracted Home Visitor, trained in early childhood education and child abuse prevention, will visit with each family 3 or more times per month for 1 to 1-1/2 hours throughout the calendar year. At each visit, parents will learn to read to their child, utilize Ready! for Kindergarten tools at their child's developmental level, and build the child's social-emotional skills through play. The home visitor will model positive interactions with and between parent and child, and offer resources to help mitigate parenting issues beyond the scope of the project. Parents will be given information about access to community resources to meet basic needs, reducing the impact of toxic stress on these children and their families. Families will be encouraged to remain enrolled throughout the funding cycle or until they no longer have children in the target age groups. New families will be added as some are lost to attrition. A survey tool assessing parental skills/attitudes will be administered at the start of services, after 6 months in the program, and at the end of each calendar year to delineate effectiveness of the intervention. Modifications will be made to the service delivery model as needed to ensure participant success.

Partnerships-

-Richland School District - RSD staff will ensure that high risk families are located and referred in the target school areas, Jefferson and Marcus Whitman Elementary Schools.

-Communities In Schools- Site Coordinators from the target schools will assist in locating families and coordinating services for these families who have older children enrolled in the target schools

-Children's Reading Foundation- The Ready! for Kindergarten materials are available to this project at a reduced cost to allow all targeted families an opportunity to receive the tools and training necessary to facilitate a successful school experience.

-Mid-Columbia Reading Foundation-Children's books will be provided to each family to build literacy and support a positive parent-child relationship.

Timeline-

December 2016-Create scope of work, outline processes, finalize partnership agreements

January 2017- contract with full time Home Visitor

February 2017-services to our first 15 families begins

July 2017- mid-year assessment, Adjust practice as needed

August-November 2017-services continue

December 2017, end- of-year assessment, Adjust practices as needed

January 2018-December 2018-services continue with mid-year and end of the year assessments completed

Similar work your organization has done previously. (300 words or less)

PFEL has provided monthly professional development for early care and education providers since 2013 at no cost to participants funded by community partners. We have created and distributed downloadable early learning activities for parents to use in both Spanish and English. Materials are available at no cost on our website at www.partnersforearlylearning.org and were funded by the Department of Early Learning and based on the Washington State Early Learning and Development Guidelines. PFEL has assembled and distributed backpacks with toys and parent education materials to high risk families through the Communities In School Site Coordinators.

From 2007-2011, our PFEL President and project lead designed and led an experimental design research study funded by the Department of Education for the Parent Information Resource Center grant received by ESD 123. The focus of the study was to show the impact of home visits by a para-professional home visitor on the school readiness of children in low income families in 5 locations throughout ESD 123. Evaluation results showed a statistically significant positive impact on experimental group children.

**PROPOSAL APPLICATION FOR PROJECTS AND PROGRAMS SUPPORTING THE
BENTON COUNTY GANG AND CRIME PREVENTION INITIATIVE**

Please list and describe any previous grants received, projects or programs conducted on behalf of or for government agencies, or public-private partnerships entered into.

To date, funds have been received from private business owners in the Tri-Cities area. Additionally, funds have been received from the Pasco-Kennewick Rotary, the Sunrise Rotary, and the Richland Kiwanis with applications to several other Rotary clubs in process. The Children's Reading Foundation has financially supported the work of PFEL in the past several years and will continue to do so.

A contract is being finalized with Richland School District to help support PFEL professional development activities for their early learning staff, and funding from United Way was recently received in partnership with Benton Franklin Head Start to provide parent and staff training.

Before receiving our non-profit status, Department of Early Learning funds were awarded to Richland School District and sub-contracted with PFEL to provide monthly professional development and create the early learning activities aligned with the Washington State Early Learning and Development Guidelines.

Exhibit B: Progress Reporting & Measures

Partners for Early Learning
 330 Oahu Street
 Richland, WA 99352

PROJECT SUMMARY		
REPORT DATE	PROJECT NAME	PREPARED BY
	Building Resilience Through Family Support	Karen Weakley, Project Lead

STATUS SUMMARY

MEASURABLES	PROGRESS TO DATE
Number of home visits completed per month (max. of 3 per enrolled family)	
Amount of time, per visit, parent and child are engaged with READY! for Kindergarten activities.	
Number of families completing developmental screenings for their child using the Ages & Stages Tool to better understand child development expectations.	
Number of families completing the Ages & Stages SE (Social Emotional) to indicate areas of potential developmental need.	
Number of minutes per day that parents read to their young children as documented on a reading log. (target minimum 20 minutes)	
Number of families referred to community services by type (basic needs, health, mental health, education)	
Number of parents self-reporting increased feelings of competence in limit setting with children after 6 months of enrollment.	
Number of parents self-reporting increased understanding of child development after 6 months of enrollment.	
Number of parents self-reporting increase in affirmations to their child after 6 months of enrollment.	

BUDGET OVERVIEW			
	TOTAL BUDGET	INVOICED	REMAINING BUDGET
2017 Budget	\$44,860.00		
2018 Budget	\$33,412.00		

Signature

Date

EXHIBIT C: Budget Worksheet

Partners for Early Learning: Building Resilience Through Family Support

2017-2018

PERSONNEL EXPENSES	Requested 2017	In-Kind 2017	Requested 2018	In-Kind 2018	Requested Total	Description
Independent Contractor	38,500.00	-	38,500.00	-	77,000.00	Independent contractor paid at rate of \$25/hour for up to 1540 hours per calendar year (includes use of personal telephone, automobile operation, personal computer).
Portable Background Check	60.00	-	-	-	60.00	Includes fingerprinting. No additional cost in year 2
Child Abuse Prevention Training	250.00	-	-	-	250.00	Estimated cost
Personnel Total	38,810.00	-	38,500.00	-	77,310.00	

OTHER EXPENSES	Requested 2017	In-Kind 2017	Requested 2018	In-Kind 2018	Requested Total	Description
Ready! For Kindergarten Materials	4,050.00	4,050.00	4,050.00	4,050.00	8,100.00	\$90 per child, per year x 45 children. In-Kind represents 50% donation by Children's Reading Foundation
Consumables for Home Visits	1,800.00	-	1,800.00	-	3,600.00	45 children x \$45 per child per year
Books for Children	-	1,350.00	-	1,350.00	-	450 books @ \$3 per book, in-kind from Mid-Columbia Reading Foundation
Backpacks for Children	-	2,250.00	-	-	-	Backpacks for 45 children @ \$50 per backpack from PFEL
Parent Assessment Tool	200.00	-	200.00	-	400.00	Estimated cost - Tool selection pending
Office Space	-	4,200.00	-	4,200.00	-	In-kind from Richland Schools - includes internet, access to copy machine, \$350 month x 12 months per year
Copying	-	450.00	-	450.00	-	In-kind from Richland Schools - \$37.50 per month x 12 months per year
Other Expenses Total	6,050.00	12,300.00	6,050.00	10,050.00	12,100.00	

TOTAL REQUESTED BUDGET:	44,860.00	12,300.00	44,550.00	10,050.00	89,410.00
Percentage Approved	100%		75%		
TOTAL APPROVED BUDGET:	44,860.00	12,300.00	33,412.50	10,050.00	78,272.50

Exhibit C: Project Budget Description

Building Resilience Through Family Support

Budget Explanation-

Personnel-

Home Visitor will provide home visit support services to 15 high-risk families of young children, approximately 3 times per month, for 1-1/2 hours per visit throughout the calendar year each year of the two-year project.

This Home Visitor will be an independent contractor, licensed in Washington State and will be paid at a rate of \$25 per hour for up to 1540 hours for each year. The Home Visitor will be responsible for data collection and regular assessment of families using prescribed tools. Home visitor will provide monthly reports to the *Partners for Early Learning Board* to document service delivery.

Additional costs for the Home Visitor will include reimbursement for a Portable Background Check (fingerprinting as defined by the Dept. of Early Learning), and reimbursement for Child Abuse Prevention Training. No mileage, cell phone, computer, or automobile costs will be reimbursed.

Materials & Supplies

The Home visitor will use the research based *Ready! for Kindergarten* materials to train parents to become their child's first and best teacher. These materials are divided by age. Families may have one to four children in the target age groups, so up to four sets of materials may be needed. Estimates will be based on a total of 45 children. The *National Children's Reading Foundation* has agreed to provide the materials for each family at a reduced cost of \$90 per year per child. This represents an in-kind reduction of 50%. At-risk families also require consumable materials to teach their young children. \$40 per child has been included. Books for children will be given to families to help build vocabulary and improve interactions between parent and child, and will be donated by the *Mid-Columbia Reading Foundation*.

Indirect Costs

Partners for Early Learning has an all-volunteer board and no paid employees. There are no indirect costs associated with this program.

Partnerships/In-kind

- *Richland School District* will provide office space, internet connection and use of a copy machine within a district building. (office space with internet connection, \$350 per month x 12 months x 2 years = \$8400, copying cost. \$37.50 per month x 12 months x 2 years = \$900)
- *Ready! for Kindergarten* materials will be provided at a 50% reduction from the *Children's Reading Foundation* (3 units per year, per child at \$30 per unit x 45 children=\$4,050 yearly, or \$9100 for 2 years)
- Backpacks for 45 children, Birth-5, full of toys, health and developmental information will be provided to participating families from *Partners for Early Learning*, at a cost of \$50 per backpack.
- The *Mid-Columbia Reading Foundation* has agreed to donate needed books to young children to enhance literacy and build relationship with their parents. Approximate donation amount 450 books at \$3.00 per book =\$1350

The budget includes information for YR 1 and YR2, with hiring and program services beginning as soon as possible in 2017, but no later than Feb 1, 2017. Upon successful completion of the funding cycle, Partners for Early Learning intends to reapply and expand service delivery within Benton County.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Jan 10, 2017 Subject: Personal Service Agreement between Benton County and Tri-Cities Chaplaincy for Step-Up Program Prepared by: Shyanne Faulconer Reviewed by:	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

Benton County would like to enter into a service agreement with Tri-Cities Chaplaincy (“Contractor”) for the Step-Up Program.

For the time period of January 1, 2017, through December 31, 2017, Contractor shall be compensated in the amount of fifteen thousand dollars (\$15,000). For the time period of January 1, 2018, through December 31, 2018, Contractor shall be compensated in the amount of fifteen thousand dollars (\$15,000), for a total contract amount not to exceed thirty thousand dollars (\$30,000).

Funding would support resources for 2 licensed therapists, 2 unlicensed assistants, training, outreach/community education, and supplies for the program.

BACKGROUND INFORMATION

Tri-Cities Chaplaincy (Chaplaincy Health Care) applied for consideration in the RFP process that commenced on September 1, 2016 for contracts for 2017-2018. The Step-Up Program launched a pilot in early 2016, with success though they had some difficulty in getting participants for the program. After speaking with references (i.e. Juvenile Justice, Safe Harbor, and others) it was clear that this program was valuable, but needed to be run on a smaller scale than originally proposed by Chaplaincy. The goal is that \$15,000 per year will give the organization time and resources to ensure that the program has a strong foundation before growing in number.

RECOMMENDATION

- Sign the Resolution to accept proposed agreement
- Approve proposed agreement by signing all copies where indicated

FISCAL IMPACT

Funding for the additional services as outlined in this amendment are provided by the Benton County Public Safety Tax. There is no impact on the current expense budget. All revenues and expenditures are from the Public Safety Tax Fund 0148-101.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND TRI-CITIES CHAPLAINCY FOR STEP-UP PROGRAM.

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approve Proposition 14-5 where to *“improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”*; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Tri-Cities Chaplaincy has proposed a Step-Up Program in the total 2017-2018 biennial amount of thirty thousand dollars (\$30,000); and

WHEREAS, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed fifteen thousand dollars (\$15,000). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount not to exceed fifteen thousand dollars (\$15,000); **NOW, THEREFORE**

BE IT RESOLVED the amount of \$30,000, the 2017-2018 biennial budgeted amount, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Tri-Cities Chaplaincy.

BE IT FURTHER RESOLVED, this agreement will start January 1, 2017.

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**

**BENTON COUNTY
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 Tri-Cities Chaplaincy, a non-profit corporation with its principal offices at 1480 Fowler Street, Richland, WA 99352, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document);
- b. Exhibit A, Statement of Work;
- c. Exhibit B, Measureable Goals of the Program; and
- d. Exhibit C, Budget Explanation.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2017, and shall expire on December 31, 2018. The CONTRACTOR shall complete all services 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, Statement 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 in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY during the progress of the services performed. The CONTRACTOR shall prepare and deliver monthly status reports in the form of

Exhibit B demonstrating services completed to date.

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:

Tom Adams
1480 Fowler Street
Richland, WA 99352
Phone: (509)783-7417
(509)783-7416
(818)640-1261
Email: toma@chaplaincyhealthcare.org

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509)786-3760
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

- a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Project Budget" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY a total amount not to exceed fifteen thousand dollars (\$15,000.00). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated a total amount not to exceed fifteen thousand dollars (\$15,000.00).
- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.

- c. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the services performed for partial payment of the services completed to date. The COUNTY shall pay the CONTRACTOR in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided 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**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

8. **INSURANCE**

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, 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. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. 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 and employers liability.

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.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed

in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'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. 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.
5. 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.
6. 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. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. 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. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-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.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. 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 at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

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 immediately terminate this Contract by so notifying the CONTRACTOR, 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.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior 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. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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 [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

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 age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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 there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. 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

Disputes 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, or 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 this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2017.

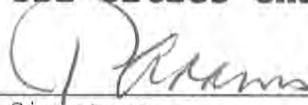
Dated: _____

Dated: 12/29/16

Benton County Board of Commissioners

Tri-Cities Chaplaincy

Chairman



Signature

Member

Director of Chaplaincy Behavioral Health, Chaplaincy Health Care

Title:

Member

Tom Adams

PRINTED NAME

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting Attorney



December 7, 2016

Exhibit A: Statement of Work

The Step-Up program will be organized into two, 11-week units for a total of 22 group sessions provided for the first year. The first 11-week unit will begin March 7, 2017, meeting weekly for 11 weeks and ending May 16, 2017. The second 11-week unit will begin May 21, and end August 1. Recruitment and outreach will begin January 2. Intake assessments, conducted separately from the program sessions, will be provided weekly beginning in January and ending May 21 when the second unit begins.

Each unit will serve 12-18 youths and their parents. Referrals will come from Juvenile Justice Center, other community agencies, mental health providers and other community groups that provide youth services. The ages of the adolescents served are 12 to 17 years of age.



Exhibit B: Measurable Goals of the Program

Below are the goals by which we propose to measure the success of the Benton County Step-Up program. Follow-up surveys would be performed at the two-month mark to measure sustained progress, along with phone calls. We would submit these outcomes to the review committee to demonstrate effectiveness. Also attached are the internal measures that create expectations for teens and parents. These are used with participants in the program.

Target behavior	Measurable Goal	Outcome
Number of new registered youth participants	24 – 36 newly registered participants in 2017	
Number of youth and families served	24 – 36 youth and 24 - 36 family members served in 2017	
Number of Step-Up Intake Assessments Completed	24 – 36 Completed assessments with appropriate referrals made	
Incidents of defiance and disrespect for family members at home.	Reduced from daily to one/week or less as reported by parents.	
Incidents of police involvement.	Reduced from weekly to 0 in 2 month follow up for those youth completing an 11-week program	
Incidents of truancy, running away, breaking curfew.	Reduced from weekly to 0 in 2 month follow up for those youth completing an 11-week program	
Gang activity, association and/or interaction	Reduced from weekly to 0 in 2 month follow up for those youth completing an 11-week program	
Incidents of incarceration	0 incidents of incarceration in 2 month follow up for those youth completing an 11-week program	



Exhibit C: Budget Explanation

The counseling program budget of Chaplaincy Behavioral Health is based on the hourly rate of Medicare reimbursement for a licensed therapist, \$83.00. This covers the hourly cost of a licensed therapist (wage plus benefits) after contract adjustments and some allocated costs. We applied the same hourly rate to determine the therapist costs in the pilot Step-Up budget. All other hours for unlicensed assistants and administrative support were calculated at \$25.00/hr.

Proposed Budget – REVISION 4

Program Costs

Cost Per Unit	(based on Medicare reimbursement rate \$83.00) 1.5 hour prep 2 licensed therapists	2 hours service	\$125.00 <u>\$332.00</u> Per Unit Cost \$457.00
	2 unlicensed assistants	2 hours service	<u>\$100.00</u>
		Total Unit Cost	\$557.00
	Total Cost/22 Units (22 Units/year x \$557.00)	Total Unit Cost	<u>\$12,254.00</u>

Allocated Costs

Printing & Supplies

75 manuals/170 pg ea Brochures & mailings	12750 pages x .05 + \$180 binders)	\$818.00 \$450.00
Total Printing Costs		<u>\$1,268.00</u>

Community Outreach/Reports

\$1,478.00

Total Per Year Cost

\$15,000.00

ee. Line Item Transfer, Fund No.
0114-101, Dept. 000

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 10th, 2017</u>	Execute Agreement _____	Consent Agenda _____ X
Subject: <u>Line Item Transfer</u>	Pass Resolution _____ X	Public Hearing _____
Prepared by: <u>KDL</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

In the 2015-2016 Paths and Trails has a deficit in the Taxes and Operating Assessment line item. The budget for 2015-2016 budget cycle was insufficient to cover the costs of the assessments and taxes billed during the biennium to Paths and Trails. Funds will be moved from the Transfer Out to Road line item to cover these expenses.

SUMMARY

A line item transfer is required to fund the Taxes and Operating Assessments line item.

RECOMMENDATION

Approve transfer of funds within Paths and Trails fund.

FISCAL IMPACT

None.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF PATHS AND TRAILS, RE: TRANSFER OF FUNDS WITHIN
PATHS AND TRAILS FUND 0114-101, DEPARTMENT NUMBER 000**

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

Dated this 10th day of January, 2017.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

K. Laughlin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
597.100	0044	T/O to Road	\$ 52	576.901	4401	Taxes & Operating Assessment	\$ 52.00
TOTAL			\$0	TOTAL			\$52

Explanation:

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 10th, 2017</u>	Execute Agreement _____	Consent Agenda _____ X
Subject: <u>Line Item Transfer</u>	Pass Resolution _____ X	Public Hearing _____
Prepared by: <u>KDL</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Administrative Assistant position was established on December 6th, 2016, Resolution #2016-992. A line item transfer is required in order to fund this position for the 2017-2018 Budget. Funds are being transferred from the budgeted Chief Financial Officer position, which is vacant.

SUMMARY

A line item transfer is required to fund the salary of the Administrative Assistant position.

RECOMMENDATION

Approve transfer of funds within County Road fund.

FISCAL IMPACT

None.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND 0101-101, DEPARTMENT NUMBER 500

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

Dated this 10th day of January, 2017.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

K. Laughlin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
543.700	1010	Chief Financial Officer	\$111,000	543.700	1030	Administrative Asst.	\$111,000.00
TOTAL			\$0	TOTAL			\$111,000

Explanation: Explanation: Chief Finacial Officer position is currently vacant. A portion of the budget's funds from the Chief Financial Officer's be tranferred to the Administrative Assistant's line item to fund salary for the 2017-2018 budget. Position established December 6th, 2016 Res #2016-992.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 10, 2017</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Shop Rate</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>gnd</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Benton County Road Department operates the Equipment Rental and Revolving (ERR) Fund, through which vehicles and equipment are purchased, maintained, and replaced. The Board of Benton County Commissioners adopted the current iteration of the ERR Fund policy in December 2016 (Res2016-1025). The Benton County Road Department has prepared the 2017 shop rate, to be used in billing hours for work done on equipment and vehicles. Per Res. 2016-1025, this rate must be adopted by the Board of Benton County Commissioners.

SUMMARY

The attached shop rate, as calculated by the Benton County Road Department, would be that used for determining equipment and vehicle maintenance costs for 2017. The rate must be adopted by the Board of Benton County Commissioners in order to go into effect.

RECOMMENDATION

The County Engineer recommends that the Board adopt the 2017 shop rate.

FISCAL IMPACT

Adoption of the shop rate will not have any fiscal impact unto itself. It will be used by the Benton County Road Department for calculating maintenance costs for equipment and vehicles.

MOTION

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: ADOPTION OF ROAD DEPARTMENT SHOP RATE

WHEREAS, the Benton County Road Department operates the Equipment Rental and Revolving (ERR) Fund, through which vehicles and equipment are purchased, maintained, and replaced; and

WHEREAS, the Board of County Commissioners adopted the current policy that governs the operation of the ERR Fund on December 13, 2016 (Res. 2016-1025); and

WHEREAS, through said policy, the Road Department calculated a shop rate for the 2017 calendar year, which is used by the Road Department for consideration of the cost of equipment and vehicle maintenance; and

WHEREAS, per said policy, the rate must be adopted by the Board of County Commissioners; and

WHEREAS, the County Engineer recommends that the Board of County Commissioners adopt the proposed rate; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby adopts the proposed 2017 Road Department shop rates, per the ERR Fund policy.

Dated this 10th day of January, 2017

Chairman of the Board.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

Orig.: Road Dept

G. DeJongh

Benton County

Road Department

Post Office Box 1001 – 620 Market Street
Prosser, Washington 99350

Prosser (509) 786-5611 ~ Tri-Cities (509) 736-3084 ~ Fax: (509) 786-5627

ER&R MECHANIC SHOP RATE

The mechanic shop rate formula: Using the previous years numbers it is based on wages, benefits, and overhead costs.

2015 Numbers, Expenditure accounts:

BARS- 6810 administration	112,820.40	
8650, 8640, 8690 overhead costs	247,248.29	
Shop vehicle costs	23,367.85	
Office staff hours	95,234.92	
Facility costs	137,743.26	
Total overhead expenditures	<u>616,414.72</u>	
Billable hours for the year (6 mechanics)	8400.00	= 73.38 cost per hour

Fringe benefits are an average for the year at: 67.1736%

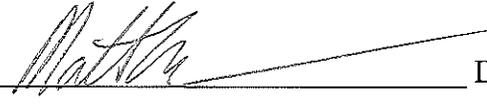
Labor cost for shop employee at: $\frac{x 28.77}{= 19.33}$ cost per hour

Labor	28.77
Fringe	19.33
Overhead	<u>73.38</u>
2017 =	121.48
$\frac{x 2.5\%}{}$	
2018 =	124.52 (for budgeting purpose, will be reviewed)

2017 Shop rate will be \$121.48 per hour at normal working hours.

2018 Shop rate will be \$124.52 per hour at normal working hours.

Dan Mack - ER&R Manager  Date 8/1/16

Matt Rasmussen - County Engineer  Date 8/1/16

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE EQUIPMENT MAINTENANCE AGREEMENT BY AND BETWEEN BENTON COUNTY AND BENTON COUNTY FIRE DISTRICT #6 FOR 2017 AND 2018

WHEREAS, Resolution 2014-897 dated November 18, 2014 approved an Equipment Maintenance Agreement between Benton County and Benton County Fire District #6 which expired December 31, 2016; and

WHEREAS, Benton County Fire District #6 wishes to have Benton County continue to provide maintenance for the Fire District vehicles; and

WHEREAS, it is in the public interest that the public agencies cooperate to provide effective and cost efficient services; and

WHEREAS, an Agreement was prepared, has been reviewed and Approved as to Form by our department's Deputy Prosecuting Attorney and has been executed by Fire District #6; and

WHEREAS, the County Engineer recommends the Board of County Commissioners approves the Agreement, **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the recommendation and hereby approves the Equipment Maintenance Agreement, commencing January 1, 2017 and terminating December 31, 2018, between Benton County and Benton County Fire District #6; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign said Agreement.

Dated this 10th day of January 2017.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

EQUIPMENT MAINTENANCE AGREEMENT
By and Between
BENTON COUNTY
And
BENTON COUNTY FIRE PROTECTION DISTRICT #6
2017-2018

This AGREEMENT, made and entered into this _____ day of _____, 2017, between Benton County Fire Protection District #6 (hereinafter referred to as FPD #6) and Benton County (hereinafter referred to as BC) collectively hereinafter referred to as the "PARTIES".

WHEREAS, the PARTIES hereto desire to enter into this contract for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration.

WITNESSETH:

BC maintains, services, and repairs vehicles and equipment at its Prosser Shop Facility (herein after referred to as the PSF) located at 14303 North Hinzerling Road, Prosser, WA and at its Kennewick Shop Facility located at 102808 Wisner Parkway, Kennewick, WA (herein after referred to as the KSF) and desires to contract with FPD #6 to provide such services and use of facilities to FPD #6, and

FPD #6 provides services in Benton County by motor vehicles and equipment and desires to contract with BC for the use of its PSF or KSF to include the maintenance, service and repair, and

BC and FPD #6 agree that BC shall provide at the PSF or KSF, service to FPD #6 vehicles, as described herein.

All of the above shall be provided in accordance with the terms as set forth herein.

SECTION I

Preventive Maintenance, Mechanical Maintenance, Repairs, and General Service of FPD #6 Vehicles

- A. Preventive maintenance and repairs performed will be in compliance with Federal Motor Carrier Regulations. BC will provide routine preventive maintenance and repair of engines, drive trains, mechanical parts, and accessories according to the rates as established in Section IV of this contract. Examples of services and repairs available by the PSF include maintenance and rebuild/repair/replacement of all vehicle components such as, but not limited to:
1. Lubricants, fluids and filters
 2. Brakes
 3. Electrical systems
 4. Mufflers and exhaust systems
 5. Engine blocks and heads
 6. Alternators, starters, air compressors and other engine components

7. Transmissions, drive trains and differentials, alignment, steering and suspensions
 8. Controls, gauges and interiors
 9. Chassis repairs including paint
 10. Tire repair, replacement, rotation and balancing
 11. DOT Annual Inspections
 12. DOT Brake Inspections and adjustments
- B. BC shall determine, in consultation with FPD #6, the need for emergency road services.
- C. All service outsourcing will be authorized and coordinated through FPD #6.
- D. FPD #6 shall determine its vehicle maintenance schedule and will ensure that FPD #6 vehicles covered by this agreement are made available for service at the PSF or KSF at the dates and times that shall be mutually agreed upon and coordinated between FPD #6 and BC Designees. FPD #6 will provide copies of all available shop manuals and vehicle maintenance records requested by BC.
- E. FPD #6 shall work with BC to coordinate, schedule and deliver vehicles for service.
- F. BC will keep a complete record of service for each FPD #6 vehicle. All work performed by it, its agents and employees, will be performed in a timely manner, of good quality and workmanship, and free of any and all negligent workmanship. This warranty shall apply only to workmanship and not to parts or materials used in repairs.
- G. Any FPD #6 vehicle deemed by BC to be inoperable shall be red tagged. BC shall give written notice to FPD #6 when a FPD #6 vehicle has been red tagged, with a copy of said notice filed in the vehicle maintenance file. FPD #6 vehicles become operational only after BC has deemed the vehicle is operational (red tag removed).

SECTION II

BC Emergency Service and Assistance for Disabled FPD #6 Vehicles

- A. BC will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled FPD #6 vehicle covered by this agreement as identified by the FPD #6 designee. The BC and FPD #6 designees will coordinate in-field, outsourced or PSF or KSF service and repairs depending upon PSF or KSF availability and the location of the disabled vehicle.
- B. FPD #6 vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the BC fleet. Such services will generally be available at the PSF and KSF during normal working hours. Normal working hours are from 6:30 a.m. to 3:00 p.m. during regularly scheduled workdays. However, PSF and KSF hours of operation are at the discretion of BC.
- C. BC shall provide comparable service to both BC and FPD #6 fleets. In the event that BC is unable to respond to a FPD #6 emergency call, the BC and FPD #6 designees will coordinate to outsource to reliable alternative service at the request of the FPD #6 designee. If BC is unable to respond to the emergency call for the disabled FPD #6 vehicle, FPD #6 will secure such emergency services on its own from a source of its own choosing.

- D. BC shall extend to FPD #6 priority service in performance of all work under this agreement to the extent that such priority service does not adversely affect work and service to be performed on the BC fleet, or any other performance required pursuant to law or agreement.
- E. Emergency service calls will be billed at the rates specified in Section IV below.

SECTION III
Consideration of FPD #6 Services to BC

- A. FPD #6, as may be mutually agreed to with BC, shall provide certain administrative and information system services to BC. Such services may include vehicle maintenance records, recall notices, vehicle manuals, inventory/purchasing records and any vehicle operating data analysis appropriate to maintaining FPD #6 vehicles.
- B. Such services may be extended to FPD #6 when needed by BC for record keeping purposes. Maintenance record updates will also be provided by BC to FPD #6 upon request of the FPD #6 designee.
- C. Prior to providing services, costs for requested additional data services over and above traditional associated services shall be negotiated between the parties.
- D. FPD #6 will pay for all services provided pursuant to this contract pursuant to this agreement.

SECTION IV
Rates, Charges and Billings

- A. BC will bill and FPD #6 will pay as follows:
 - 1. **Hourly Rate for Service:** Shop rates will be set based on wages, benefits, and overhead costs, and approved by the Board of Benton County Commissioners annually.
 - 2. **Overtime:** Shop rates for work done outside regular working hours will be paid at the labor cost for the shop employee at time and a half or double time per hour, according to the CBA, plus the overhead cost per hour. No additional benefit cost will be charged.
 - 3. **Service Call Outs:** In addition to the hourly service rate (see 1. and 2. above), equipment rental for the service vehicle used by BC shall be invoiced at the current rental rate.
 - 4. **Parts/Fluids/Lubricants:** In addition to the product cost, a ten percent (10%) markup will be assessed on all billings for all parts, fluids and lubricants purchased by BC and supplied to FPD #6. No fees will be charged for parts purchased by FPD #6 and delivered to the PSF.

- B. At the end of each month BC shall deliver to FPD #6 an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced by BC and applicable Washington State tax will be charged. FPD #6 shall make payment in full in its normal course of business during the month following the billing.

SECTION V

Liability, Insurance and Hold Harmless Agreement

- A. FPD #6 shall hold harmless, indemnify and defend BC, 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, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of FPD #6 or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that FPD #6's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of BC, its officers, officials, employees or agents.

In any and all claims against the BC, its officers, officials, employees and agents by any employee of FPD #6, 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 FPD #6 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 FPD #6 expressly waives any immunity FPD #6 might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, FPD #6 acknowledges that the foregoing waiver has been mutually negotiated by the parties. FPD #6's obligations under this Section [V] shall survive termination and expiration of this Agreement.**

FPD #6'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 FPD #6, its employees, agents or subcontractors.

- B. BC shall not be held liable for damage caused by vandalism, theft, or accidental damage caused to any FPD #6 property when equipment repair/service is completed and FPD #6 has requested the vehicle be parked outside the facility gates for pickup.
- C. BC participates in a self-insurance liability pool and FPD #6 is insured by Enduris, a Government Investment Pool located in Spokane, Washington. The parties further agree that when a claim arises, they will work with their respective insurers to determine 1st and 2nd position in coverage. FPD #6 will provide evidence of coverage to BC from their insurance management agency or private insurer on an annual basis and such coverage should name BC as an additional insured for activities related to the PSF operations.

- D. BC and FPD #6 shall obtain and keep in force, during the full term of this agreement, the following insurance coverage:
1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

Bodily Injury/Property damage	\$10,000,000
Personal Injury/Advertising Injury	\$10,000,000
Automobile Liability per Accident	\$10,000,000

BC and FPD #6 also shall maintain employers liability insurance with limits of not less than ten million dollars (\$10,000,000) each incident for bodily injury by accident or ten million dollars (\$10,000,000) each employee for bodily injury by disease.
 2. A letter of Evidence of Coverage shall be provided by each entity within two (2) weeks after the execution of this agreement evidencing proof of coverages in accordance with this contract.
- E. BC and FPD #6 insurers shall agree to provide a thirty-day (30) written notice of cancellation or substantial change in coverage if such a change occurs.
- F. FPD #6, its employees, agents, and representatives are not employees, agents, or representatives of BC.

SECTION VI

Termination, Renegotiation, and Continuation of Term of Agreement

- A. This contract may be terminated at any time by either party upon the service of notice of intent to terminate not later than thirty (30) days prior to the desired date of termination.
- B. No amendment or modification shall be made to this Agreement, unless set forth in written amendment signed by both parties.
- C. The term of this Agreement shall be from January 1, 2017 until December 31, 2018.

SECTION VII

Contract Administration

- A. Financing and Budget: Each party shall be solely responsible for its own budget and arrangement for financing performance of this agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.
- B. Administration: This agreement, subject always to the approval and direction of the Board of County Commissioners and the Benton County Fire Protection District #6, shall be administered by the following persons acting on behalf of each party:

For Benton County
Administrator: County Engineer
Designee: ER&R Manager
Phone: 509-786-5611 (Prosser); 509-736-3084 (Tri-Cities)

For Benton County Fire Protection District #6
Administrator: Chief
Designee: Chief
Phone: 509-832-3334

No joint board or single administrator is necessary to administer this agreement or the performance thereof.

- C. Filing of Agreement: After the Agreement has been fully executed, a signed original copy of this agreement will be duly filed with each respective body.
- D. Severability: If any provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby, but shall continue in full force and effect.
- E. Applicable Law – Venue: The laws of the State of Washington shall govern this agreement. Venue for any action hereunder shall be in Benton County, Washington.
- F. 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.

SECTION VIII
Execution

IN WITNESS WHEREOF, the parties have hereunto set their hands.

For Benton County

For Benton County Fire Protection
District #6

Shon Small, Chairman
Board of County Commissioners

Text

Rollie Watts
Rollie Watts
Chief

Date _____

Date 12-21-16

Attest: _____
Clerk of the Board

Approved as to form:

Approved as to form:

[Signature] 11/17/2016
Deputy Prosecuting Attorney Date

[Signature] 12/19/16
Legal Counsel Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING ADDITIONAL PAYMENT TO D & D TRI-RIVERS EXCAVATING, INC. FOR THE KENNEWICK ANNEX PARKING LOT – SR 0000786 PROJECT

WHEREAS, by Resolution 2016-688 dated September 13, 2016, a contract was signed with D & D Tri-Rivers Excavating, Inc. in the amount of \$53,998.75 plus WSST plus any necessary change orders in accordance with policy; and

WHEREAS, by Resolution 2016-774 dated October 4, 2016, Change Order No. 1 was authorized in the amount of \$1,500.00 plus WSST for a new contract amount not to exceed \$55,498.75 plus WSST, or \$60,271.64; and

WHEREAS, by Resolution 88-055 the Board adopted the use of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and any future revisions; and

WHEREAS, the aforementioned Standard Specifications, Section 1-04 Scope of Work allows for small changes in estimated quantities without the use of change orders to facilitate the timely completion of the work; and

WHEREAS, the Kennewick Annex Parking Lot – SR 000786 project had an increase of \$1,235.80 plus WSST, or \$1,342.08, which met the requirements of said Section 1-04; **NOW, THEREFORE**

BE IT RESOLVED that the Board hereby recognizes the original contact amount of \$53,998.75 plus WSST and Change Order No. 1 in the amount of \$1,500.00 plus WSST for a total amount of \$60,271.64, to D & D Tri-Rivers Excavating, Inc. and authorizes the additional payment of \$1,235.80 plus WSST, or \$1,342.08, in incurred charges resulting from the difference in estimated quantities versus actual quantities of work performed in accordance with the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, Section 1-4 Scope of Work.

Dated this 10th day of January, 2017.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

Comparison of Quantities and Costs

Road Kennewick Annex Parking Lot
 Section _____

Contr. No. SR 000786
 Comp. By R. McClure

Item No.	Item	Unit	Unit Price	Prelim. Estimate		Final Estimate		Underruns		Overruns		%
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
1	Mobilization	L.S.	2,500.00	1	\$2,500.00	1	\$2,500.00					0.00
3	Removal of Structures and Obstructions	L.S.	10,500.00	1	\$10,500.00	1	\$10,500.00					0.00
4	Roadway Excavation Including Haul	C.Y.	56.00	75	\$4,200.00	75	\$4,200.00					0.00
5	Embankment Compaction	C.Y.	75.00	15	\$1,125.00	15	\$1,125.00					0.00
13	Crushed Surfacing Top Course Including Haul	TON	85.00	44	\$3,740.00	45.78	\$3,891.30			1.78	\$151.30	4.05
14	HMA Class 3/8 In. PG 64-22	TON	195.00	16	\$3,120.00	20.00	\$3,900.01			4.00	\$780.00	25.00
15	Cement Concrete Sidewalk	S.Y.	100.00	15.00	\$1,500.00	15.50	\$1,550.00			0.50	\$50.00	3.33
16	Cement Concrete Traffic Curb & Gutter	L.F.	29.00	245.00	\$7,105.00	248.00	\$7,192.00			3.00	\$87.00	1.22
17	Commercial Concrete	C.Y.	150.00	2	\$300.00	1	\$150.00	1.00	\$150.00			50.00
18	Light Pole	EACH	7,500.00	1	\$7,500.00	1	\$7,500.00					0.00
19	1 Inch PVC Conduit	L.F.	4.00	40	\$160.00	40	\$160.00					0.00
20	6 Inch Rigid PVC Conduit	L.F.	6.00	20.00	\$120.00	25.00	\$150.00			5.00	\$30.00	25.00
21	Rock Mulch	C.Y.	75.00	4.50	\$337.50	6.50	\$487.50			2.00	\$150.00	44.44
22	Landscape Fabric	S.Y.	5.50	90	\$495.00	115.00	\$632.50			25.00	\$137.50	27.78
23	Pavement Sealer	S.Y.	2.25	3,305	\$7,436.25	3,305	\$7,436.24					0.00
24	Striping	L.F.	1.25	1,660	\$2,075.00	1,660	\$2,075.00					0.00
25	Painted Traffic Arrow Type 1	EACH	50.00	3	\$150.00	3.00	\$150.00					0.00
26	Painted Access Parking Space Symbol	EACH	45.00	3	\$135.00	3	\$135.00					0.00
27	Project Temporary Traffic Control	L.S.	1500.00	1	\$1,500.00	1	\$1,500.00					0.00
C.O.1	Pipe Relocation/Curb & Gutter/HMA	L.S.	1,500.00	1	\$1,500.00	1.00	\$1,500.00					0.00
SUB TOTALS					\$55,498.75		\$56,734.55		\$150.00		\$1,385.80	
							\$56,734.55			\$1,235.80		2.23

*Overruns (\$1,385.80) - Underruns (\$150.00) = \$1,235.80

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		
Meeting Date :	10 Jan. 2017	Execute Contract :		Consent Agenda :
Subject :	Traffic Control	Pass Resolution :	X	Public Hearing :
Prepared by :	tch	Pass Ordinance :		1st Discussion :
Reviewed by :	M. Rasmussen	Pass Motion :		2nd Discussion :
		Other :		Other :

BACKGROUND INFORMATION

The County Engineer has received calls from citizens regarding speed on the following roads, South Myrtle Street, Mountain Place, Casa Place, Mayo Drive, Mayo Loop, Hillview Court, Ridge Crest Drive, Ridge Crest Loop, Alameda Street, Hacienda Street, Careywood Road, Dallas Road, Red Mountain Road and Hover Road. After evaluation the County Engineer recommends reducing the speed limits on the said roads. Evaluations showing a determination of the recommended speed are attached.

SUMMARY

The County Engineer recommends changing the speed limit on the roads listed above.

RECOMMENDATION

Staff recommends reducing speeds on said roads as outlined in attached evaluations.

FISCAL IMPACT

County will replace and install additional speed signs. Approximately 22 signs @ \$300 each.

MOTION

I move to approve a resolution to adjust the speed limit on the following roads, South Myrtle Street, Mountain Place, Casa Place, Mayo Drive, Mayo Loop Hillview Court, Ridge Crest Drive, Ridge Crest Loop, Alameda Street, Hacienda Street, Dallas Road, Red Mountain Road and Hover Road.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE: SPEED LIMIT

WHEREAS, RCW 46.61.415 provides that local authorities may establish or alter maximum speed limits; and

WHEREAS, the County Engineer has identified the following roads Myrtle Street, Hover Road, Dallas Road, Red Mountain Road, Mountain Place, Casa Place, Mayo Drive, Mayo Loop, Hillview Court, Ridge Crest Drive, Ridge Crest Loop, Alameda Street, Careywood Road and Hacienda Street as needing an evaluation of their current legal speed limit; and

WHEREAS, the County Engineer recommends placing new speed limits on these County roads based on the character of the roads; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare, and convenience of the inhabitants of the County; **NOW THEREFORE**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on various County roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 MPH on the following roadways:

Road Name	Starting point	Ending point
South Myrtle Street	Beginning	End
Mountain Place	Beginning	End
Casa Place	Beginning	End
Mayo Drive	Beginning	End
Mayo Loop	Beginning	End
Hillview Court	Beginning	End
Ridge Crest Drive	Beginning	End
Ridge Crest Loop	Beginning	End
Alameda Street	Beginning	End
Hacienda Street	Beginning	End
Careywood Road	Beginning	End

It shall be unlawful for the operator of any vehicle to operate the same in excess of 35 MPH on the following roadways:

Road Name	Starting Point	Ending Point
Dallas Road	3.193	City Limits

It shall be unlawful for the operator of any vehicle to operate the same in excess of 40 MPH on the following roadways:

Road name	Starting Point	Ending Point
Red Mountain Road	Beginning	End

It shall be unlawful for the operator of any vehicle to operate the same in excess of 45 MPH on the following roadways:

Road Name	Starting Point	Ending Point
Hover Road	Beginning	End

Dated this 10th day of January, 2017

Chairman

Chairman Pro-Tem

Member

Attest: _____

Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Benton County

Road Department

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954
Prosser: (509) 786-5611/Tri Cities: (509)736-3084
Fax: (509) 786-5627

TO: MATT RASMUSSEN

FROM: TAVIS HATFIELD

DATE: 12/28/16

SUBJECT: SOUTH MYRTLE STREET

The information has been put together for consideration of adjusting the speed limit on South Myrtle Street from mile post 0.00 to mile post 0.252 and from mile post 0.252 to 0.376.

Reason for Review:

The Road Department received a call from a concerned resident for the area describing potentially unsafe conditions with no posted speed limit on the road.

Existing Conditions:

The road starts off of East 27th Avenue and continues south from mile post 0.00 to mile post 0.252 and from mile post 0.252 to mile post 0.376 to the north and ends at dead ends both north and south. . The legal speed limit is currently unposted (50MPH). There are 20 driveway approaches, they are located on both sides of the road. The road width is 20 feet (10' lanes no shoulder on each side).

Traffic Volumes / Speed:

Average daily traffic volumes and 85th percentile speeds on south Myrtle Street are as summarized below:

LOCATION	ADT	85 TH PERCENTILE SPEED (MPH)
SOUTH MYRTLE STREET	52	31

Visibility and Safety Concerns:

There are a no sight issues as the roadway is straight and flat. This is a mildly populated residential area.

Recommendations:

Based on the data collected and my evaluation there does not appear to be any safety issues with the current roadway. There are no visibility issues that would be mitigated by a change in the speed limit. The majority of traffic seem to be traveling at or below the legal speed limit. The Manual on Uniform Traffic Devices (MUTCD) recommends that if a speed limit is posted it should be posted within 5 mph of the 85th percentile speed.

Speed limits must be established in 5 mile per hour increments. Given the 85th percentile speed is 31 mph to be in compliance with MUTCD the posted speed should be 30 mph.

However, with the roadway only being 20' wide, I recommend posting the speed limit at 25 mph. This is also consistent with other roadways in the area.

Benton County

TO: MATT RASMUSSEN

FROM: TAVIS HATFIELD

DATE: 12/28/16

SUBJECT: RED MOUNTAIN ROAD SPEED LIMITS REVIEW

Road Department
Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954
Prosser: (509) 786-5611/Tri Cities: (509)736-3084
Fax: (509) 786-5627

The information has been put together for consideration of adjusting the speed limit on Red Mountain Road. It also includes Ridge Crest Drive, Careywood Road, Mountain Place, Ridgecrest Loop, Alameda Street and Casa Drive.

REASON FOR REVIEW:

The Road Department received a call from a concerned resident for the area describing potentially unsafe conditions with high speeds, low visibility and pedestrian or bike traffic.

EXISTING CONDITIONS:

Traffic Volumes / Speed

Average daily traffic volumes and 85th percentile speeds on red mountain road are as summarized below:

LOCATION RED MOUNTAIN RD AT:	ADT	85 TH PERCENTILE SPEED (MPH)
RIDGECREST LOOP	554	52
PR 3885 NE	402	52
SWEETWATER PRNE	538	50

Visibility

There are a few sight distance issues. There are a few elevation changes and curves throughout the road way. There are private road and driveway 58 approaches onto Red Mountain Road.

Casa Place.

On casa place there is a row of trees that limit sight distance for traffic coming from the north.

339 PRSE

At the intersection of 339 PRSE there is a sight issue with the traffic from the north due to the way the road ties in with red mountain road.

Regulatory Signs

There are no stop signs installed the intersection of Red Mountain Rd and Casa Place and Mountain Place.

RECOMMENDATIONS:

Based on the above information my recommendations are as follows.

Speed limit be set at 40 on all of red mountain road. The speed limits on Mountain Place, Casa Place, Mayo Drive, Mayo Loop, Hillview Court, Ridge Crest Drive, Ridge Crest Loop, Alameda Street, Careywood Road and Hacienda Street should be set at 25 MPH. Stop signs should be placed at the intersections of Casa Place and Mountain Place.

Benton County

Road Department

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954
Prosser: (509) 786-5611/Tri Cities: (509)736-3084
Fax: (509) 786-5627

TO: MATT RASMUSSEN

FROM: TAVIS HATFIELD

DATE 12/28/16

SUBJECT: HOVER ROAD SPEED LIMITS REVIEW

The information has been put together for consideration of adjusting the speed limit on Hover Road from mile post 0.00 to mile post 0.9.

Reason for Review

The Road Department received a call from a concerned resident for the area describing potentially unsafe conditions with high speeds

Existing Conditions

The road begins at Meals Road and continues east for 0.90 miles where it ends at an unimproved entrance to Hover Park. The legal speed limit is currently unposted (50MPH). There are 9 driveway approaches all of which are located on the north side of the road. The total width of the road is 24 feet (10 feet lane with 2 feet shoulder on each side).

Traffic Volumes and Speed

Average daily traffic volumes and 85th percentile speeds on Hover Road are summarized below:

LOCATION	ADT	85TH PERCENTILE SPEED (MPH)
HOVER ROAD	81	42.20

Visibility and Safety Concerns

There are no sight issues. There are no readily identifiable safety concerns with the roadway.

Recommendation

Based on the data collected and my evaluation there does not appear to be a safety issue with the current roadway. There are no visibility issues that would be mitigated by a change in the speed limit. The majority of the traffic appears to be traveling at or below the legal speed limit. There are however outliers traveling at excessive speed that may be mitigated by posting the speed limit as some drivers may be unaware that an unposted road has a legal limit of 50 miles per hour. The Manual on Uniform Traffic Devices (MUTCD) recommends that if a speed limit is posted it should be posted within 5 miles per hour of the 85th percentile speed. Speed limits must be established in 5 mile per hour increments. Given the 85th percentile speed is 42.2 miles per hour, and there are no safety concerns with the roadway, I recommend posting the speed limit at 45 miles per hour. This provides the highest possible speed that still complies with MUTCD.

Benton County

TO: MATT RASMUSSEN

FROM: TAVIS HATFIELD

DATE: 12/28/16

SUBJECT: DALLAS ROAD SPEED LIMITS REVIEW

Road Department
Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954
Prosser: (509) 786-5611/Tri Cities: (509)736-3084
Fax: (509) 786-5627

The following information has been compiled for consideration of adjusting the speed limit on Dallas Road from mile post 3.193 to 3.489.

Reason for Review

The Road Department received a call from a concerned resident for the area describing potentially unsafe conditions with high speeds, low visibility and pedestrian or bike traffic.

Existing Conditions

Legal Speed Limit: 50MPH (unposted)

The legal speed limit at the north end of the evaluation area is 35MPH as Dallas Road enters the City of West Richland incorporated area at mile post 3.489.

The majority of Dallas Road is in a rural setting with straight segments and relatively few access points. However as drivers approach mile post 3.193 from the south the condition changes to that of a more urban roadway with numerous driveway and street connections. In the section from mile post 3.193 to mile post 3.489 (City of West Richland limit) the roadway also drops 200 feet in elevation and goes through 3 horizontal curves. With the more urban surroundings there is an increase in traffic movements, roadside obstructions (such as mailboxes) and pedestrian/bike traffic.

Traffic Volume / Speed

Average daily traffic volumes and 85th percentile speeds on Dallas Road are as summarized below:

LOCATION	ADT	ADT YEAR	85 TH PERCENTILE SPEED (MPH)
DALLAS ROAD (MP 2.98)	4166	2016	60.7

The prior ADT measurement was taken in 2005 with an average volume of 1817 vehicles per day.

Safety & Visibility

At the current legal speed limit there is one driveway (PR 260 NE) that does not have recommended intersection sight distances when a vehicle is entering Dallas Road.

There are numerous other driveways, private roads and public streets that, while meeting minimum sight distance requirements still present a potential hazard simply due to the number of conflict points.

The horizontal and vertical curves appear to meet minimum requirements for the current legal speed limit. However with the long downgrade through this area speeds are typically above the legal limit. Higher speeds combined with downward slope will lend to longer stopping distances when attempting to avoid hazards on the roadway.

Recommendation

With the significant increase in traffic volume on this segment of roadway combined with an increase in conflict points due to new driveways and roadways I recommend that the legal speed limit be reduced. A reduction to 35MPH will resolve the sight distance limitation on PR 260 NE, will reduce the likelihood and severity of collisions with vehicles entering/exiting the roadway and is consistent with the legal posted speed as Dallas Road enters the City of West Richland.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>1/10/2017</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Salary Request</u>	Pass Resolution	_____	Public Hearing	_____
	<u>Statement</u>	Pass Ordinance	_____	1st Discussion	_____
Prepared by:	<u>Linda Ivey</u>	Pass Motion	_____	2nd Discussion	_____
Reviewed by:	<u>Sheriff Keane</u>	Other	_____	Other	_____

BACKGROUND INFORMATION

The Sheriff has the option to request salary increases for lateral applicants based off of their previous experience and education.

SUMMARY

The Sheriff's Office is in the process of hiring or has hired a lateral corrections officer with the experience and training to warrant the requested increase from a Step 7 (\$3,950) to a Step 3 (\$4,734), with the wage rate to be adjusted for wage compensations effective January 1, 2017 per the CBA.

RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information.

FISCAL IMPACT

There is no financial impact in the 2017-2018 budget

MOTION

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 FROM SHERIFF PATROL
DEPARTMENT NUMBER 121 TO SHERIFF CUSTODY DEPARTMENT NUMBER
120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 121 Patrol

TRANSFER TO: Dept 120 Custody

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1925	Overtime	\$ 2,400	521.210	1925	Overtime	\$ 2,400
Dept 121				Dept 120			
TOTAL				TOTAL			
\$2,400				\$2,400			

Explanation:

To appropriate funding in Sheriff Custody Investigations for Overtime. Detective position was moved (50%) to the Custody (Dept 120) from Patrol (Dept 121). Overtime was not added during the 2017 budget approval. Request line item transfer for the 2017-

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

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, SHERIFF TRAFFIC
DEPARTMENT NUMBER 125.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.700	4813	Repair Maintenance Radios	\$ 500	521.700	5114	Washington State Patrol	\$ 500
TOTAL			\$500	TOTAL			\$500

Explanation:

To appropriate funding for Washington State Patrol Services for portable scale annual certification. The appropriation is for the 2017-2018 budget.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
INMATE BENEVOLENCE FUND NUMBER 0116101,

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.600	3408	Commissary	\$10,790	523.600	2102	Social Security FICA	\$10,790
TOTAL			\$10,790	TOTAL			\$10,790

Explanation:

To appropriate funding for Social Security (FICA) for the 2017/2018 budget cycle.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jan 2017 Subject: HAB appointments Memo Date: 27 Dec 2016 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Every two years, Hanford Advisory Board representatives need to be reappointed to the Board.

Benton County's representative, Bob Suyama, and alternate representative, Larry Lockrem, have done an outstanding job representing the County and local interests on the Board, and getting information about Hanford and the Board back to us when we have requested such. When I hear from other observers of the Hanford Advisory Board, they always have stellar commendations for Bob and Larry.

As requested by USDOE, the attached resolution and form re-nominates Bob Suyama and Larry Lockrem as the County's representative and alternate.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF BENTON COUNTY'S REPRESENTATION ON THE
HANFORD ADVISORY BOARD

WHEREAS, the primary mission of the Hanford Advisory Board ("HAB") is to provide informed recommendations and advice to the United States Department of Energy, the United States Environmental Protection Agency, and the Washington Department of Ecology on selected major policy issues related to the cleanup of the Hanford Site; and,

WHEREAS, Benton County has a representative on the Hanford Advisory Board to represent issues and perspectives important to local governments and communities, as well as an alternate representative, who may also serve on HAB committees; and,

WHEREAS, appointments to the HAB must be renewed every two years; and,

WHEREAS, Bob Suyama has served capably on the HAB as Benton County's [primary] representative, and Larry Lockrem has served capably as the alternate representative; both having been an asset to the HAB and to Benton County, **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of Commissioners nominate Bob Suyama for re-appointment as the Benton County representative on the Hanford Advisory Board; and also nominates Larry Lockrem for re-appointment as the Benton County alternate representative to the Hanford Advisory Board for the 2017-2018 biennium

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jan 2017 Subject: BCEDC Briefing Memo Date: 03 Jan 2017 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion None	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY & BACKGROUND

Representatives from the Benton City Economic Development Council will give a periodic update to the Board about their activities and achievements.

#

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 24 Jan 2017	Execute Contract	Consent Agenda
Subject: Water Bill Briefing	Pass Resolution	Public Hearing
Memo Date: 03 Jan 2017	Pass Ordinance	1st Discussion X
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By:	None X	Other

SUMMARY & BACKGROUND

Dr. Darryll Olsen (Executive Director, Columbia-Snake River Irrigators Association) and Mark Nielson (Executive Director, Benton Conservation District) have requested the opportunity to brief commissioners on pertinent water topics. Specifically, the relationship of three recent State Supreme Court rulings, and a proposed legislative response. This is a new topic for us and was not included in our recently-adopted "Legislative Agenda", though it is something we could consider adding.

Attached, is a memo from Dr. Olsen and a proposed bill that has been drafted to address the issue, as further explained in the memo.

#

Columbia-Snake River Irrigators Association Policy Memorandum Transmittal

DATE: October 24, 2016

TO: Reps. Brian Blake, Vincent Buys, and Tom Dent; Sens. Judy Warnick,
Dean Takko, and Jim Honeyford

Ms. Maia Bellon, Director, Ecology; Mr. Tom Tebb, Director, OCR,
Ecology; Mr. Tom Loranger, Director, Water Resources Program, Ecology

Mr. John Stuhlmiller, WSFB; Mr. Chris Voigt and Mr. Matt Harris, WSPC;
Mr. Jon DeVaney, WTFA; Mr. Dan Wood and Mr. Jay Gordon, WSDF; Mr.
Jack Field, WSCA; Ms. Vicky Scharlau, WWGG; Mr. Tom Myrum,
WSWRA; Mr. Gary Chandler, AWB

FROM: Ron Reimann, President, CSRIA
Darryll Olsen, Ph.D., Board Representative, CSRIA

SUBJECT: State Supreme Court Rulings and Legislative Changes to the Water Code

Arguably, through its recent case law rulings, the Washington State Supreme Court has reshaped some important legislative intensions for water resources management—affecting both broad societal objectives and narrow administrative structure. Three such Court renderings are summarized in the attached memorandum.

CSRIA views the need to redirect the Court's water policy and management deflections as trans-political; the Court interpretations impact both sides of the Cascade Mt. range, they can overshadow domestic and irrigation water uses, and they challenge statewide, future water resources management.

Ecology's Water Resources Program and the Office of Columbia River should have clear authority to amend instream flow rules and determine whether mitigation for out-of-stream uses is warranted or meaningful. Nor should state water law become an administrative domain for other state or local agencies, lacking explicit statutory direction for when/if Ecology's water management authority may be superseded.

We will be following-up this correspondence to you with some potential changes to the water code that would deal circumspectly with all the factors in play. The attached memorandum concludes by recognizing the general RCW areas for modification.

Our thanks for your attention and consideration.

Attachment

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e-mail: jbuchal@mbllp.com

MEMORANDUM

Privileged and Confidential: Attorney-Client Privilege

To: Dr. Darryll Olsen, Board Representative
Columbia-Snake River Irrigators Association

From: James L. Buchal

Date: October 18, 2016

Re: Recent Supreme Court Decisions and Need for Legislative Action

Three recent Washington Supreme Court decisions have seriously interfered with the Legislature's program of water resource management and Ecology's authority to implement that program. In this memorandum, the decisions are reviewed, and legislative responses are proposed.

The Recent Decisions

1. The first decision, *Swinomish Indian Tribal Community v. Ecology*, 178 Wn.2d 571 (2013), vacated an amended rule of Ecology that had reserved water from the Skagit River for future out-of-stream uses. Ecology had established minimum instream flow requirements by rule, and thereafter amended the rule to establish reservations of water for new uses that could continue even if minimum river flows were not met. Ecology had determined, pursuant to RCW 90.54.020(3) that "overriding considerations of the public interest" would be served by allowing those uses, notwithstanding minimum flows.

The Supreme Court refused to allow Ecology to determine that "the need for potable water for rural homes" could outweigh insignificant detriment to fish and wildlife resources from tiny changes in river flows.¹ In substance, the opinion treated Ecology's rules creating instream flows as a special species of rule that could never be amended to reduce the scope of previously created instream flows.²

While the Legislature anticipated that further appropriations of water would not be granted contrary to the intent of minimum flow regulations, the Legislature also anticipated that those flow regulations could be amended like any other rule to allow for reallocations of water as appropriate.³ The Supreme Court's ultimate conclusion was the Legislature itself must expressly act in any context where "reallocation of instream flow" was necessary,⁴ hardly a practical or appropriate approach to water management.

2. The next decision, *Foster v. Dep't of Ecology*, 184 Wn.2d 465 (2015), involved a challenge to Ecology's issuance of a water permit to the City of Yelm, conditioned

upon Yelm's submission of a plan to mitigate impacts to minimum flows Ecology had established by rule. Yelm had purchased and retired irrigation water rights which did not specifically offset flows for some weeks in April and October before and after the irrigation season, but Ecology had determined "a net ecological benefit resulting from the mitigation plan".⁵

The *Foster* opinion expanded the Court's *Swinomish* attack on RCW 90.54.030(3)(a) to declare that Ecology could *never* authorize permanent appropriations of water conflicting with instream flows even where "overriding considerations of the public interest will be served".⁶ The Court declared that as far as instream flows were concerned, use of a single drop of water when flows were not being met was special "legal injury;" that Ecology had no power to deny impairment for *de minimis* effects; and that Ecology lacked any power to take offsetting ecological benefits into account because "water law does not turn on notions of 'ecological injury'".⁷ This holding threatens longstanding Ecology practice of taking a more practical approach to assessing impairment and permitting junior water rights holders to propose mitigation plans providing ecological benefits.

3. The most recent decision, issued October 6th, *Whatcom County v. W. Wash Growth Mgmt. Hrngs. Bd. (a/k/a Hirst)*, interpreted several provisions of the Growth Management Act (GMA), including requirements that (1) "the land use element [of a county's comprehensive plan] shall provide for protection of the quality and quantity of groundwater used for public water supplies" (RCW 36.70A.070(1)) and (2) the plan "shall include measures that apply to rural development . . . by . . . protecting . . . surface water and groundwater resources" (RCW 36.70A.070(5)(c)(iv)); and (3) the protection of "rural character" through consistency "with the protection of natural surface water flows and groundwater and surface water recharge and discharge areas" (RCW 36.70A.030(15)(g)). The Court also interpreted RCW 19.27.097(1)'s requirement that building permit applicants show an "adequate water supply".

The Court held that the GMA required counties to make specific and independent determinations of water availability that could not merely rely upon comprehensive determinations of adequacy made by Ecology. The Court apparently objected to Ecology's determination in its "Nooksack Rule" (WAC Chapter 173-501) because only one of the 48 basins in the Water Resource Inventory Area (WRIA) had been closed to permit-exempt appropriations.⁸ Technically, the Nooksack Rule established instream flows for various streams in the WRIA, and expressly declared that permit-exempt domestic use was not subject to the Rule except in Whatcom Creek, the one fully-closed subbasin. WAC 173-501-070(2).

The Supreme Court regarded Ecology's Rule as outmoded and superseded by new authority in the GMA counties, and exercised in consultation with policy recommendations by Ecology (*see also* RCW 90.54.130), such that mere "consistency with Ecology's regulations" was not "sufficient for GMA compliance".⁹ As the dissent points out, the result is that individual building permit applicants must now "commission a hydrogeological study to show that their very small withdrawal does not impair senior water rights, and then have the local building department evaluate the adequacy of that scientific data" with the "practical result . . . to stop counties from granting building permits that rely on permit-exempt wells".¹⁰

As a result, the permit exemption the Legislature provided in RCW 90.44.050, designed precisely to allocate efficiently very small water quantities, is destroyed.¹¹

Legislative Solutions

Collectively, these decisions destroy entirely the Legislature's practical design of empowering Ecology to manage the waters of the state for maximum net benefit, including ecological benefits. Ecology's power to reduce or condition its own prior claims of right for instream flow should not be seen, as does the Supreme Court, as creating "a lesser class of water right than others,"¹² but rather as an overarching aim to provide adequately for both instream and out-of-stream demands over time.

To that end, the Legislature should amend water law to affirm Ecology's power to create permanent new appropriations of water where the ecological benefits of previously-designated instream flows can be achieved by other means, or the flows are not measurably affected; and amend the GMA to affirm that counties should rely upon Ecology determinations as to the availability of water without requiring multiple, individual re-examinations of water availability on a permit-by-permit basis.

¹ *Swinomish*, 178 Wn.2d at 584, 587.

² *Swinomish*, 178 Wn.2d at 604-06 (Wiggins, J., dissenting); *but see Swinomish*, 178 Wn.2d at 598 n.13.

³ See RCW 90.22.030 ("No right to divert or store public waters shall be granted by the department of ecology which shall conflict with regulations adopted pursuant to RCW 90.22.010 and 90.22.020 establishing flows or levels"); RCW 90.03.247 (Whenever an application for a permit to make beneficial use of public waters is approved relating to a stream or other water body for which minimum flows or levels have been adopted *and are in effect at the time of approval*, the permit shall be conditioned to protect the levels or flow;" emphasis added).

⁴ *Swinomish*, 178 Wn.2d at 601.

⁵ *Foster*, 184 Wn.2d at 470.

⁶ The Court's opinion turns on a specious distinction between the words "appropriation" and "withdrawal". See *Foster*, 184 Wn.2d at 478-82 (Wiggins, J., dissenting).

⁷ *Foster*, 184 Wn.2d at 476-77; see also *id.* at 471.

⁸ *Hirst*, 2016 Wash. LEXIS 1133, *30 (¶ 46 of the Opinion).

⁹ *Hirst*, at *41 (¶ 61).

¹⁰ *Hirst*, at *68 (Stephens, J., dissenting); see also *id.* at *48 (¶ 69).

¹¹ RCW 90.44.100 exempts "any withdrawal of public groundwaters for stock-watering purposes, or for the watering of a lawn or of a noncommercial garden not exceeding one-half acre in area, or for single or group domestic uses in an amount not exceeding five thousand gallons a day, or as provided in RCW 90.44.052, or for an industrial purpose in an amount not exceeding five thousand gallons a day . . .".

¹² *Swinomish*, 178 Wn.2d at 596.

1 _____
2 **BILL**
3 _____

4 **State of Washington** **65TH Legislature** **2017 Regular Session**

5 By _____

6 Read first time _____, Referred to Committee on _____.

7
8 AN ACT relating to water resource management, clarifying the primacy of the
9 department of ecology in water resource planning and clarifying the department's powers and
10 duties with respect to minimum or base flows.

11 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

12 NEW SECTION. **Sec. 1.** RCW 19.27.097(1) is reenacted and amended to read as
13 follows:

14 (1) Each applicant for a building permit of a building necessitating potable water shall
15 provide evidence of an adequate water supply for the intended use of the building. Evidence
16 may be in the form of a water right permit from the department of ecology, a letter from an
17 approved water purveyor stating the ability to provide water, proof that the supply comes from
18 a well exempt from permitting pursuant to RCW 90.44.050 and located in an area not closed to
19 well drilling by the department of ecology, or another form sufficient to verify the existence of
20 an adequate water supply. In addition to other authorities, the county or city may impose
21 conditions on building permits requiring connection to an existing public water system where
22 the existing system is willing and able to provide safe and reliable potable water to the
23 applicant with reasonable economy and efficiency. An application for a water right shall not be
24 sufficient proof of an adequate water supply.

25 NEW SECTION. **Sec. 2.** RCW 36.70A.070 is amended to add a new subsection (10)
26 as follows:

1 (10) A comprehensive plan shall be deemed consistent with the protection of natural
2 surface water flows and groundwater and surface water recharge and discharge areas and
3 resources, and protective of the quality and quantity of groundwater used for public water
4 supplies, whenever such plan allows development utilizing sources of water supply that have
5 not been restricted by statute or administrative rule of the department of ecology, or restricted
6 pursuant to RCW 36.70A.550.

7 NEW SECTION. Sec. 3. RCW 90.03.015 is amended to add a new subsection (6) as
8 follows:

9 The definitions in this section apply throughout this chapter unless the context clearly
10 requires otherwise.

11 (1) "Department" means the department of ecology.

12 (2) "Director" means the director of ecology.

13 (3) "Municipal water supplier" means an entity that supplies water for municipal water
14 supply purposes.

15 (4) "Municipal water supply purposes" means a beneficial use of water: (a) For
16 residential purposes through fifteen or more residential service connections or for providing
17 residential use of water for a nonresidential population that is, on average, at least twenty-five
18 people for at least sixty days a year; (b) for governmental or governmental proprietary purposes
19 by a city, town, public utility district, county, sewer district, or water district; or (c) indirectly
20 for the purposes in (a) or (b) of this subsection through the delivery of treated or raw water to a
21 public water system for such use. If water is beneficially used under a water right for the
22 purposes listed in (a), (b), or (c) of this subsection, any other beneficial use of water under the
23 right generally associated with the use of water within a municipality is also for "municipal
24 water supply purposes," including, but not limited to, beneficial use for commercial, industrial,
25 irrigation of parks and open spaces, institutional, landscaping, fire flow, water system
26 maintenance and repair, or related purposes. If a governmental entity holds a water right that is

1 for the purposes listed in (a), (b), or (c) of this subsection, its use of water or its delivery of
2 water for any other beneficial use generally associated with the use of water within a
3 municipality is also for "municipal water supply purposes," including, but not limited to,
4 beneficial use for commercial, industrial, irrigation of parks and open spaces, institutional,
5 landscaping, fire flow, water system maintenance and repair, or related purposes.

6 (5) "Person" means any firm, association, water users' association, corporation,
7 irrigation district, or municipal corporation, as well as an individual.

8 (6) "Resource management mitigation technique" means one or more (a) techniques for
9 reducing, offsetting or substituting water consumption and/or (b) techniques for achieving the
10 wildlife, fish, scenic, recreational, aesthetic or other environmental values associated with
11 instream flows or water levels without dedicating water to such flows. This definition also
12 applies to RCW Chapters 90.44. and 90.54.

13 NEW SECTION. Sec. 4. RCW 90.03.255 is reenacted and amended to read as
14 follows:

15 The department shall, when evaluating an application for a water right, transfer, or
16 change filed pursuant to RCW 90.03.250 or 90.03.380 for impairment of, or detriment or injury
17 to existing rights that includes provision for any ~~water impoundment or other~~ resource
18 management mitigation technique, take into consideration the benefits and costs, including
19 environmental effects, of ~~any water impoundment or other~~ such resource management
20 mitigation technique that is included as a component of the application. The department's
21 consideration shall extend to any increased water supply or environmental benefit that results
22 from the ~~impoundment or other resource management mitigation~~ technique, ~~including but not~~
23 ~~limited to any recharge of groundwater that may occur~~, as a means of making water available or
24 otherwise offsetting the impact of the diversion of surface water proposed in the application for
25 the water right, transfer, or change, provided that for purposes of assessing impairment of, or
26 detriment or injury to, instream or base flows, the department shall take account of total annual

1 quantities of water without regard to within-year timing. Provision for an impoundment or
2 other resource management mitigation technique in an application shall be made solely at the
3 discretion of the applicant and shall not otherwise be made by the department as a condition for
4 approving an application that does not include such provision.

5 This section does not lessen, enlarge, or modify the rights of any riparian owner, or any
6 existing water right acquired by appropriation or otherwise.

7 NEW SECTION. Sec. 5. RCW 90.03.247 is reenacted and amended to read as
8 follows:

9 Whenever an application for a permit to make beneficial use of public waters is
10 approved relating to a stream or other water body for which minimum flows or levels have
11 been adopted and are in effect at the time of approval, the permit shall be conditioned to protect
12 the levels or flows, or mitigated to provide either (a) equivalent annual quantities of water or
13 (b) the wildlife, fish, scenic, recreational, aesthetic or other environmental values associated
14 with the flows or levels. No agency may establish minimum flows and levels or similar water
15 flow or level restrictions for any stream or lake of the state other than the department of
16 ecology whose authority to establish is exclusive, as provided in chapter 90.03 RCW and RCW
17 90.22.010 and 90.54.040. The provisions of other statutes, including but not limited to RCW
18 ~~77.55.100~~ and chapter 43.21C RCW, may not be interpreted in a manner that is inconsistent
19 with this section. In establishing such minimum flows, levels, or similar restrictions, the
20 department shall, during all stages of development by the department of ecology of minimum
21 flow proposals, consult with, and carefully consider the recommendations of, the department of
22 fish and wildlife, the department of ~~community, trade, and economic development~~ commerce,
23 the department of agriculture, and representatives of the affected Indian tribes. Nothing herein
24 shall preclude the department of fish and wildlife, the department of ~~community, trade, and~~
25 ~~economic development~~ commerce, or the department of agriculture from presenting its views
26 on minimum flow needs at any public hearing or to any person or agency, and the department

1 of fish and wildlife, the department of ~~community, trade, and economic development~~
2 commerce, and the department of agriculture are each empowered to participate in proceedings
3 of the federal energy regulatory commission and other agencies to present its views on
4 minimum flow needs.

5 NEW SECTION. Sec. 6. RCW 90.03.345 is reenacted and amended to read as
6 follows:

7 The establishment of reservations of water for agriculture, hydroelectric energy,
8 municipal, industrial, and other beneficial uses under RCW 90.54.050(1) or minimum flows or
9 levels under RCW 90.22.010 or 90.54.040 shall constitute appropriations within the meaning
10 of this chapter with priority dates as of the effective dates of their establishment or amendment.
11 Whenever an application for a permit to make beneficial use of public waters embodied in a
12 reservation, established after September 1, 1979, is filed with the department of ecology after
13 the effective date of such reservation, the priority date for a permit issued pursuant to an
14 approval by the department of ecology of the application shall be the effective date of the
15 reservation.

16 NEW SECTION. Sec. 7. RCW 90.22.010 is reenacted and amended to read as
17 follows:

18 The department of ecology may establish or amend minimum or base water flows or
19 levels for streams, lakes or other public waters for the purposes of protecting fish, game, birds
20 or other wildlife resources, or recreational or aesthetic values of said public waters whenever it
21 appears to be in the public interest to establish or amend the same.

22 NEW SECTION. Sec. 8. RCW 90.44.050 is reenacted and amended to read as
23 follows:

24 The department shall, when evaluating an application for a water right or an amendment
25 filed pursuant to RCW 90.44.050 or 90.44.100 for impairment of, or detriment or injury to,
26 existing rights that includes provision for any ~~water impoundment or other~~ resource

1 management mitigation technique, take into consideration the benefits and costs, including
2 environmental effects, of ~~any water impoundment or other~~ such resource management
3 mitigation technique that is included as a component of the application. The department's
4 consideration shall extend to any increased water supply or environmental benefit that results
5 from the ~~impoundment or other~~ resource management mitigation technique, ~~including but not~~
6 ~~limited to any recharge of groundwater that may occur,~~ as a means of making water available
7 or otherwise offsetting the impact of the withdrawal of groundwater proposed in the application
8 for the water right or amendment ~~in the same water resource inventory area~~. Provision for an
9 impoundment or other resource management mitigation technique in an application shall be
10 made solely at the discretion of the applicant and shall not be made by the department as a
11 condition for approving an application that does not include such provision.

12 This section does not lessen, enlarge, or modify the rights of any riparian owner, or any
13 existing water right acquired by appropriation or otherwise.

14 NEW SECTION. Sec. 9. RCW 90.44.100(2) and RCW 90.44.100(3) are reenacted and
15 amended to read as follows:

16 (2) An amendment to construct replacement or a new additional well or wells at a
17 location outside of the location of the original well or wells or to change the manner or place of
18 use of the water shall be issued only after publication of notice of the application and findings
19 as prescribed in the case of an original application. Such amendment shall be issued by the
20 department only on the conditions that: (a) The additional or replacement well or wells shall tap
21 the same body of water for management purposes ~~public groundwater~~ as the original well or
22 wells; (b) where a replacement well or wells is approved, the use of the original well or wells
23 shall be discontinued and the original well or wells shall be properly decommissioned as
24 required under chapter 18.104 RCW; (c) where an additional well or wells is constructed, the
25 original well or wells may continue to be used, but the combined total withdrawal from the
26 original and additional well or wells shall not enlarge the right conveyed by the original permit

1 or certificate; and (d) other existing rights shall not be impaired. The department may specify
2 an approved manner of construction and shall require a showing of compliance with the terms
3 of the amendment, as provided in RCW 90.44.080 in the case of an original permit.

4 (3) The construction of a replacement or new additional well or wells at the location of
5 the original well or wells shall be allowed without application to the department for an
6 amendment. However, the following apply to such a replacement or new additional well: (a)
7 The well shall tap the same body of body of water for management purposes ~~public~~
8 ~~groundwater~~ as the original well or wells; (b) if a replacement well is constructed, the use of
9 the original well or wells shall be discontinued and the original well or wells shall be properly
10 decommissioned as required under chapter 18.104 RCW; (c) if a new additional well is
11 constructed, the original well or wells may continue to be used, but the combined total
12 withdrawal from the original and additional well or wells shall not enlarge the right conveyed
13 by the original water use permit or certificate; (d) the construction and use of the well shall not
14 interfere with or impair water rights with an earlier date of priority than the water right or rights
15 for the original well or wells; (e) the replacement or additional well shall be located no closer
16 than the original well to a well it might interfere with; (f) the department may specify an
17 approved manner of construction of the well; and (g) the department shall require a showing of
18 compliance with the conditions of this subsection (3).

19 NEW SECTION. Sec. 10. RCW 90.44.105 is reenacted and amended to read as
20 follows:

21 Upon the issuance by the department of an amendment to the appropriate permit or
22 certificate of groundwater right, the holder of a valid right to withdraw public groundwaters
23 may consolidate that right with a groundwater right exempt from the permit requirement under
24 RCW 90.44.050, without affecting the priority of either of the water rights being consolidated.
25 Such a consolidation amendment shall be issued only after publication of a notice of the
26 application, a comment period, and a determination made by the department, in lieu of meeting

1 the conditions required for an amendment under RCW 90.44.100, that: (1) The exempt well
2 taps the same body of water for management purposes ~~public groundwater~~ as the well to which
3 the water right of the exempt well is to be consolidated; (2) use of the exempt well shall be
4 discontinued upon approval of the consolidation amendment to the permit or certificate; (3)
5 legally enforceable agreements have been entered to prohibit the construction of another
6 exempt well to serve the area previously served by the exempt well to be discontinued, and
7 such agreements are binding upon subsequent owners of the land through appropriate binding
8 limitations on the title to the land; (4) the exempt well or wells the use of which is to be
9 discontinued will be properly decommissioned in accordance with chapter 18.104 RCW and
10 the rules of the department; and (5) other existing rights, including ground and surface water
11 rights and minimum streamflows adopted by rule, shall not be impaired. The notice shall be
12 published by the applicant in a newspaper of general circulation in the county or counties in
13 which the wells for the rights to be consolidated are located once a week for two consecutive
14 weeks. The applicant shall provide evidence of the publication of the notice to the department.
15 The comment period shall be for thirty days beginning on the date the second notice is
16 published.

17 The amount of the water to be added to the holder's permit or certificate upon
18 discontinuance of the exempt well shall be the average withdrawal from the well, in gallons per
19 day, for the most recent five-year period preceding the date of the application, except that the
20 amount shall not be less than eight hundred gallons per day for each residential connection or
21 such alternative minimum amount as may be established by the department in consultation with
22 the department of health, and shall not exceed five thousand gallons per day. The department
23 shall presume that an amount identified by the applicant as being the average withdrawal from
24 the well during the most recent five-year period is accurate if the applicant establishes that the
25 amount identified for the use or uses of water from the exempt well is consistent with the
26 average amount of water used for similar use or uses in the general area in which the exempt

1 well is located. The department shall develop, in consultation with the department of health, a
2 schedule of average household and small-area landscaping water usages in various regions of
3 the state to aid the department and applicants in identifying average amounts used for these
4 purposes. The presumption does not apply if the department finds credible evidence of nonuse
5 of the well during the required period or credible evidence that the use of water from the
6 exempt well or the intensity of the use of the land supported by water from the exempt well is
7 substantially different than such uses in the general area in which the exempt well is located.
8 The department shall also accord a presumption in favor of approval of such consolidation if
9 the requirements of this subsection are met and the discontinuance of the exempt well is
10 consistent with an adopted coordinated water system plan under chapter 70.116 RCW, an
11 adopted comprehensive land use plan under chapter 36.70A RCW, or other comprehensive
12 watershed management plan applicable to the area containing an objective of decreasing the
13 number of existing and newly developed small groundwater withdrawal wells. The department
14 shall provide a priority to reviewing and deciding upon applications subject to this subsection,
15 and shall make its decision within sixty days of the end of the comment period following
16 publication of the notice by the applicant or within sixty days of the date on which compliance
17 with the state environmental policy act, chapter 43.21C RCW, is completed, whichever is later.
18 The applicant and the department may by prior mutual agreement extend the time for making a
19 decision.

20 NEW SECTION. **Sec. 11.** RCW 90.54.020(3)(a) is reenacted and amended to read as
21 follows:

22 (a) Perennial rivers and streams of the state shall be retained with base flows necessary
23 to provide for preservation of wildlife, fish, scenic, aesthetic and other environmental values,
24 and navigational values. Lakes and ponds shall be retained substantially in their natural
25 condition. Temporary or permanent withdrawals or appropriations of water which would
26 conflict therewith shall be authorized only in those situations where either (a) the impact

1 thereof can be mitigated with resource management mitigation techniques or (b) it is clear that
2 overriding considerations of the public interest will be served.

3 NEW SECTION. Sec. 12. This act is necessary for the immediate preservation of the
4 public peace, health, or safety, or support of the state government and its existing public
5 institutions, and takes effect immediately.

6 -- END --
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Final Plat of Beverly Meadows Phase 2
– SUB 2016-006 ~ C. Posey

AGENDA ITEM	<u>TYPE OF ACTION</u>	
MTG. DATE: January 10, 2017	<u>NEEDED</u>	
SUBJECT: Final Plat of Beverly Meadows Phase 2- SUB 2016-006	Execute Contract	
MEMO DATE: January 3, 2017	Pass Resolution	X
Prepared By: Donna Hutchinson	Pass Ordinance	
Reviewed by: Jerrod MacPherson	Pass Motion	X
	Other	

BACKGROUND INFORMATION

On December 16, 2014, the Benton County Board of Commissioners approved the preliminary plat of Beverly Meadows, SUB 2014-002 which proposed to have 56 lots on an 18.5 acre parcel. Beverly Meadows Phase 1 was recorded in January of 2016. Phase 2 of Beverly Meadows consists of 27 residential lots and is being submitted to the Board for final plat approval as all of the conditions of preliminary plat approval have been satisfied.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. The Final Plat of Beverly Meadows Phase 2 is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Final Plat of Beverly Meadows Phase 2 – SUB 2016-006 be approved and the Board of County Commissioners approve the attached resolution authorizing the chairman to sign the final plat.

FISCAL IMPACT

Maintenance of new county roads.

MOTION

The Board of County Commissioners should make a motion approving the Final Plat of Beverly Meadows Phase 2, SUB 2016-006 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF BEVERLY MEADOWS PHASE 2-SUB 2016-006.

WHEREAS, on December 16, 2014, the Board of County Commissioners approved the preliminary plat of Beverly Meadows - SUB 2014-002; and

WHEREAS, on January 10, 2017, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the final plat of Beverly Meadows Phase 2 - SUB 2016-006, and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Beverly Meadows Phase 2 - SUB 2016-006 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Beverly Meadows Phase 2 - SUB 2016-006; NOW THEREFORE,

BE IT RESOLVED that the Final Plat of Beverly Meadows Phase 2 - SUB 2016-006 is approved and the Chairman so indicate by signing the plat.

Dated this 10th day of January 2017.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

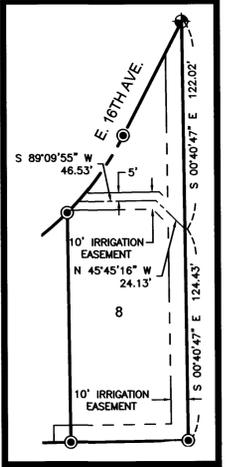
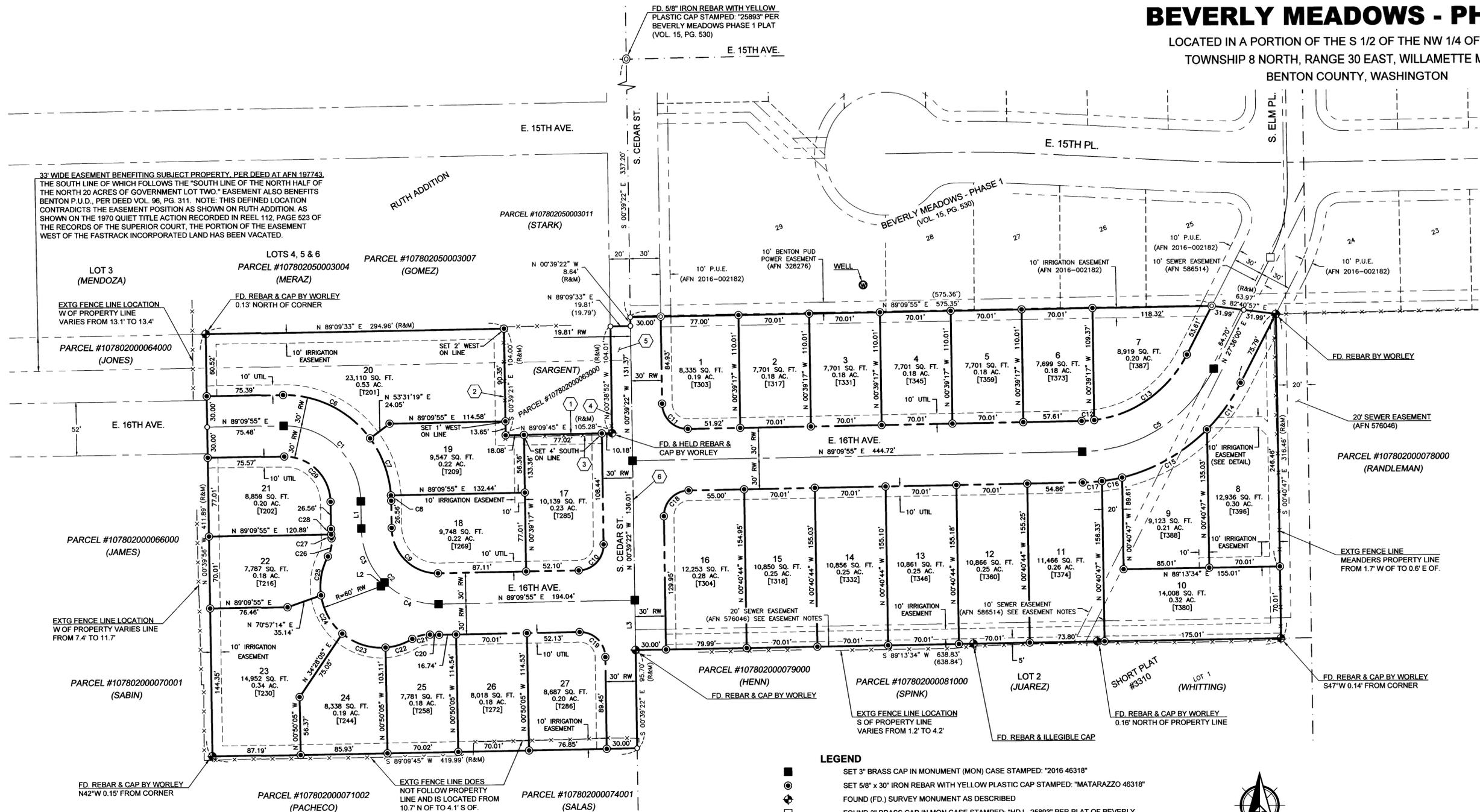
Attest.....

Clerk of the Board

JBP/djh

BEVERLY MEADOWS - PHASE 2

LOCATED IN A PORTION OF THE S 1/2 OF THE NW 1/4 OF SECTION 7,
TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN
BENTON COUNTY, WASHINGTON



DETAIL
1"=50'
(ONLY IRRIGATION EASEMENT SHOWN IN THIS DETAIL FOR CLARITY PURPOSES)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°44'28" E	26.56'
L2	N 44°12'43" E	5.00'
L3	N 00°39'22" W	48.83'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	117.94'	75.01'	90°05'38"	S 45°47'17" E	106.16'
C2	117.94'	75.01'	90°05'38"	N 45°47'17" W	106.16'
C3	58.97'	75.01'	45°02'49"	N 23°15'52" W	57.46'
C4	58.97'	75.01'	45°02'49"	N 68°18'41" W	57.46'
C5	161.19'	150.01'	161°33'54"	S 88°11'59" E	153.55'
C6	99.62'	105.01'	154°21'25"	S 63°39'23" E	95.93'
C7	60.12'	105.01'	32°48'16"	S 20°04'33" E	59.30'
C8	5.37'	105.01'	2°55'57"	S 02°12'26" E	5.37'
C9	70.77'	45.00'	90°05'38"	N 45°47'17" W	63.70'
C10	39.20'	25.00'	89°49'17"	S 44°15'16" W	35.30'
C11	39.35'	25.00'	90°10'43"	N 45°44'44" W	35.41'
C12	12.42'	120.01'	1°55'50"	S 88°11'59" W	12.42'
C13	116.53'	120.01'	1°55'50"	S 55°25'02" W	112.01'
C14	58.53'	180.01'	1°55'50"	S 36°35'49" E	56.30'
C15	97.64'	180.01'	1°55'50"	N 61°07'56" E	96.45'
C16	20.29'	180.01'	6°27'24"	S 79°53'55" E	20.28'
C17	18.97'	180.01'	6°02'17"	S 86°08'46" W	18.96'
C18	39.20'	25.00'	89°49'17"	N 44°15'16" E	35.30'
C19	39.35'	25.00'	90°10'43"	N 45°44'44" W	35.41'
C20	9.09'	105.01'	4°57'29"	S 88°21'21" E	9.08'
C21	18.29'	30.00'	34°53'10"	S 76°39'49" W	18.00'
C22	28.04'	60.00'	26°46'14"	S 72°35'21" W	27.78'
C23	46.09'	60.00'	44°00'29"	S 72°01'18" E	44.96'
C24	43.79'	60.00'	41°48'48"	S 29°06'40" E	42.83'
C25	39.19'	60.00'	37°25'29"	S 10°30'29" W	38.50'
C26	18.29'	30.00'	34°55'10"	S 11°45'38" W	18.00'
C27	3.71'	105.01'	2°01'32"	N 04°41'11" W	3.71'
C28	5.37'	105.01'	2°55'57"	N 02°12'26" W	5.37'
C29	70.77'	45.00'	90°05'38"	N 45°47'17" W	63.70'

- SURVEYOR KEYED NOTES**
- ADJUSTED BOUNDARY OF SARGENT PROPERTY PURSUANT TO SURVEY 2696 AND DEED 2000-019893
 - EXISTING FENCE LINE LOCATION WEST OF PROPERTY LINE VARIES FROM 0.1' TO 0.4'
 - EXISTING FENCE LINE LOCATION SOUTH OF PROPERTY LINE VARIES FROM 1.5' TO 2.0'
 - EXISTING FENCE LINE LOCATION WEST OF PROPERTY LINE VARIES FROM 0.3' TO 0.9'
 - THIS 20' STRIP IS ENCUMBERED BY A 20' WIDE ACCESS EASEMENT BENEFITING UNKNOWN PARTY PER AFN 302803
 - EASEMENT AT AFN 576046 CALLS A 10' WIDE CONSTRUCTION EASEMENT WEST OF THIS LINE. IT IS MY ASSUMPTION THAT THIS EASEMENT WAS ONLY IN EFFECT AT THE TIME OF A SEWER TRUNK LINE CONSTRUCTION

EASEMENT NOTES

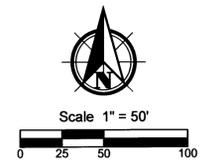
- THE PORTION OF THE EXISTING 20' SEWER EASEMENT (AFN 576046) CONTAINED WITHIN THIS PLAT IS TO BE VACATED BY ACTION OF THIS PLAT. SEWER LINE IS BEING RE-LOCATED TO S CEDAR ST & E 16TH AVE WITH THIS DEVELOPMENT.
- THE PORTION OF THE EXISTING 10' SEWER EASEMENT (AFN 586514) CONTAINED WITHIN THIS PLAT IS TO BE VACATED BY ACTION OF THIS PLAT. SEWER LINE IS BEING RE-LOCATED TO S CEDAR ST & E 16TH AVE WITH THIS DEVELOPMENT.

AUDITOR'S CERTIFICATE
FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____, 2016 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF HDJ A DIVISION OF PBS

BENTON COUNTY AUDITOR _____ BY DEPUTY BENTON COUNTY AUDITOR _____

INDEX NO. _____

- LEGEND**
- SET 3" BRASS CAP IN MONUMENT (MON) CASE STAMPED: "2016 46318"
 - SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318"
 - FOUND (FD.) SURVEY MONUMENT AS DESCRIBED
 - FOUND 3" BRASS CAP IN MON CASE STAMPED: "HDJ - 25893" PER PLAT OF BEVERLY MEADOWS - PHASE 1, VOL. 15, PG. 530, AFN 2016-002182, BY TOMKINS
 - FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "25893" PER PLAT OF BEVERLY MEADOWS - PHASE 1, VOL. 15, PG. 530, AFN 2016-002182, BY TOMKINS
 - CALCULATED POINT, NOT FOUND OR SET
 - ACRES
 - AFN AUDITOR FILE NUMBER
 - C/L CURVE OR LINE DATA, SEE CURVE / LINE TABLE
 - EXTG EXISTING
 - UTIL UTILITY EASEMENT
 - R&M DENOTES RECORD & MEASURED DATA
 - RW DENOTES RIGHT-OF-WAY DEDICATED WITH THIS PLAT
 - SQ. FT. SQUARE FEET
 - VOL. PG. VOLUME / PAGE
 - () DENOTES RECORD DATA PER THE PLAT OF BEVERLY MEADOWS - PHASE 1, VOL. 15, PG. 530, AFN 2016-002182, BY TOMKINS
 - [] STREET ADDRESS (SUBJECT TO CHANGE, SEE NOTE ON SHEET 2 OF THIS PLAT)
 - EXTG RIGHT-OF-WAY
 - EXTG SECTION OR SECTION SUBDIVISION LINE
 - EXTG EASEMENT
 - EXTG LOT LINE
 - EXTG FENCE
 - PLAT BOUNDARY
 - RIGHT-OF-WAY DEDICATED BY THIS PLAT
 - RIGHT-OF-WAY CENTERLINE
 - NEW LOT LINE
 - EASEMENT DEDICATED BY THIS PLAT



BASIS OF BEARINGS:
NORTH 0°42'06" WEST ALONG THE CENTERLINE OF S. GUM STREET BETWEEN THE BRASS CAPS FOUND IN MONUMENT CASES AT THE INTERSECTION WITH E. 10TH AVE. AND THE INTERSECTION WITH E. 19TH AVE. DISTANCES SHOWN ARE TRUE GROUND LENGTH.



SURVEYOR'S CERTIFICATE
I ALEXANDER D. MATARAZZO, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF BEVERLY MEADOWS PHASE 2 IS BASED UPON AN ACTUAL SURVEY OF THE ABOVE DESCRIBED PROPERTY, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT THE MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

Alexander D. Matarazzo
ALEXANDER D. MATARAZZO, PROFESSIONAL LAND SURVEYOR
REGISTRATION No. 46318

11/29/2016
DATE

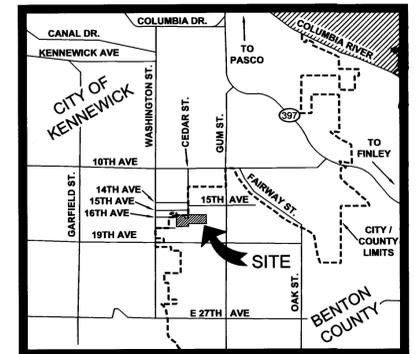
HDJ
A DIVISION OF PBS

6115 Burden Blvd, Suite E
Pasco, WA 99301-8930
509/547-5119
509/547-5118
509/547-5129 fax
www.hdjg.com

CLIENT: FSTRACK, INC.	PROJECT NO.: 3449-01
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 11/29/2016
CALC BY: ROP	DRAWN BY: ROP
SECTION: 7	TOWNSHIP: 8 NORTH
CITY: KENNEWICK	COUNTY: BENTON
RANGE: 30 EAST	SHEET 1 OF 2

BEVERLY MEADOWS - PHASE 2

LOCATED IN A PORTION OF THE S 1/2 OF THE NW 1/4 OF SECTION 7,
TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN
BENTON COUNTY, WASHINGTON



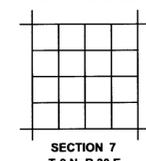
VICINITY MAP
NOT TO SCALE



BASIS OF BEARINGS:
NORTH 0°42'06" WEST ALONG THE CENTERLINE OF S. GUM STREET BETWEEN THE BRASS CAP FOUND IN MONUMENT CASE AT THE INTERSECTION OF E. 10TH AVE. AT S. GUM STREET AND THE BRASS CAP FOUND IN MONUMENT CASE AT THE INTERSECTION OF E. 19TH AVE. AT S. GUM STREET. DISTANCES SHOWN ARE TRUE GROUND LENGTH.

- LEGEND**
- FOUND (FD.) SURVEY MONUMENT AS DESCRIBED
 - VOL. PG. VOLUME / PAGE
 - EXTG RIGHT-OF-WAY
 - EXTG SECTION OR SECTION SUBDIVISION LINE
 - EXTG EASEMENT
 - EXTG LOT LINE
 - PLAT BOUNDARY

SECTION DIAGRAM



SECTION 7
T 8 N, R 30 E



11/29/2016

AUDITOR'S CERTIFICATE
FILED FOR RECORD WITH THE BENTON COUNTY AUDITOR'S OFFICE THIS _____ DAY OF _____, 2016 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF HDJ A DIVISION OF PBS

BENTON COUNTY AUDITOR _____ BY DEPUTY BENTON COUNTY AUDITOR _____
INDEX NO. _____



6115 Burden Blvd, Suite E
Pasco, WA 99301-8930
509/547-5119
306/695-3488
509/547-5129 fax
www.hdjdg.com

CLIENT: FASTRACK, INC.	PROJECT NO.: 3449-01
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 11/29/2016
CALC BY: ROP	DRAWN BY: ROP
SCALE: N/A	SCALE: N/A
SECTION: 7	TOWNSHIP: 8 NORTH
CITY: KENNEWICK	RANGE: 30 EAST
COUNTY: BENTON	SHEET 2 OF 2

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2016 A.D. BEING TAX PARCEL NO. 1-0780-207-0001-000 + advance taxes
Shane O. Davidson by Amanda Russell 12/8/16
 BENTON COUNTY TREASURER DATE
Bill Spencer by Amanda Russell 12/19/2016
 BENTON COUNTY ASSESSOR DATE

BENTON COUNTY APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.
Matt Mc 12/20/16
 COUNTY ENGINEER DATE
Wain J. Sheoran 12/16/16
 CHAIRMAN, COUNTY PLANNING COMMISSION DATE

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS DATE

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED
[Signature] 12-7-16
 BENTON COUNTY PUBLIC UTILITY DISTRICT DATE

THE IRRIGATION EASEMENTS SHOWN HEREON ARE HEREBY APPROVED

Howard Ellison 12-8-16
 COLUMBIA IRRIGATION DISTRICT DATE

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF FASTRACK, INC. TO SUBDIVIDE THOSE LANDS KNOWN AS TRACT A OF BEVERLY MEADOWS - PHASE 1, RECORDED IN VOLUME 15 OF PLATS AT PAGE 530 UNDER AUDITOR'S FILE NUMBER 2016-002182, ALSO BEING BENTON COUNTY TAX PARCEL NUMBER 1-0780-207-0001-000. THIS SUBDIVISION INCLUDES 27 LOTS.

THIS PROJECT IS A RETRACEMENT OF SAID TRACT A AS NOTED ABOVE. SEE THE NARRATIVE ON PHASE ONE FOR DETAILED INFORMATION REGARDING THE BOUNDARY RESOLUTION IN THIS AREA.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING DUAL FREQUENCY TRIMBLE R8 GPS RECEIVERS HAVING AN ACCURACY OF ONE CENTIMETER +/- 1 PPM. THE CONTROLLING MONUMENTS SHOWN HEREUPON WERE ALL VISITED IN JUNE, 2016. ALL PROPERTY CORNERS AND MONUMENTS WERE SET IN PLACE OCTOBER, 2016.

PLAT CERTIFICATE REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN BENTON-FRANKLIN TITLE COMPANY PLAT CERTIFICATE, ORDER No. 112696 DATED SEPTEMBER 13, 2016. IN PREPARING THIS PLAT, HDJ A DIVISION OF PBS HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS HDJ A DIVISION OF PBS AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED BENTON-FRANKLIN TITLE COMPANY PLAT CERTIFICATE. HDJ A DIVISION OF PBS HAS RELIED WHOLLY ON BENTON-FRANKLIN TITLE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE HDJ A DIVISION OF PBS QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

ITEM 2 OF SCHEDULE A OF THE ABOVEMENTIONED BENTON-FRANKLIN TITLE COMPANY PLAT CERTIFICATE, ORDER No. 112696 LISTS AN EASEMENT, BLANKET IN NATURE, ENCUMBERING THE ENTIRE SUBJECT PARCEL BENEFITING NORTHERN PACIFIC IRRIGATION COMPANY.

LEGAL DESCRIPTION

TRACT A, BEVERLY MEADOWS PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 530, RECORDS BENTON COUNTY, WASHINGTON.

BENTON COUNTY REQUIRED NOTES:

- STREET ADDRESSES [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE LOT IS DETERMINED.
- LOTS 1, 16, 17, AND 27 SHALL ONLY HAVE ACCESS OFF OF 16TH AVENUE.
- THE EASEMENTS BEING GRANTED FOR VARIOUS UTILITIES SHALL BE GRANTED SPECIFICALLY TO THESE UTILITIES RATHER THAN THE GENERAL PUBLIC UTILITY NOTE.
- NO BUILDING PERMIT OR FAS OCCUPANCY PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A ROAD APPROACH PERMIT HAS BEEN OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT.

DEDICATION

KNOWN ALL PERSONS BY THESE PRESENT THAT FASTRACK INCORPORATED, DBA MONOGRAM OF PASCO, A WASHINGTON CORPORATION AND SHAW 304, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED; HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

Arney Wick 12/6/2016
 ARNEY WICK, PRESIDENT DATE
 FASTRACK INCORPORATED, DBA MONOGRAM OF PASCO
Beverly Wood 12/16/2016
 FOR: SHAW 304, LLC TITLE DATE

ACKNOWLEDGMENT

STATE OF Washington
 COUNTY OF Franklin

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ARNEY WICK, PRESIDENT OF FASTRACK INCORPORATED, DBA MONOGRAM OF PASCO, A WASHINGTON CORPORATION, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

Heagle 12-16-16
 NOTARY PUBLIC DATE
 MY APPOINTMENT EXPIRES 1/28/2019
 RESIDING PASCO

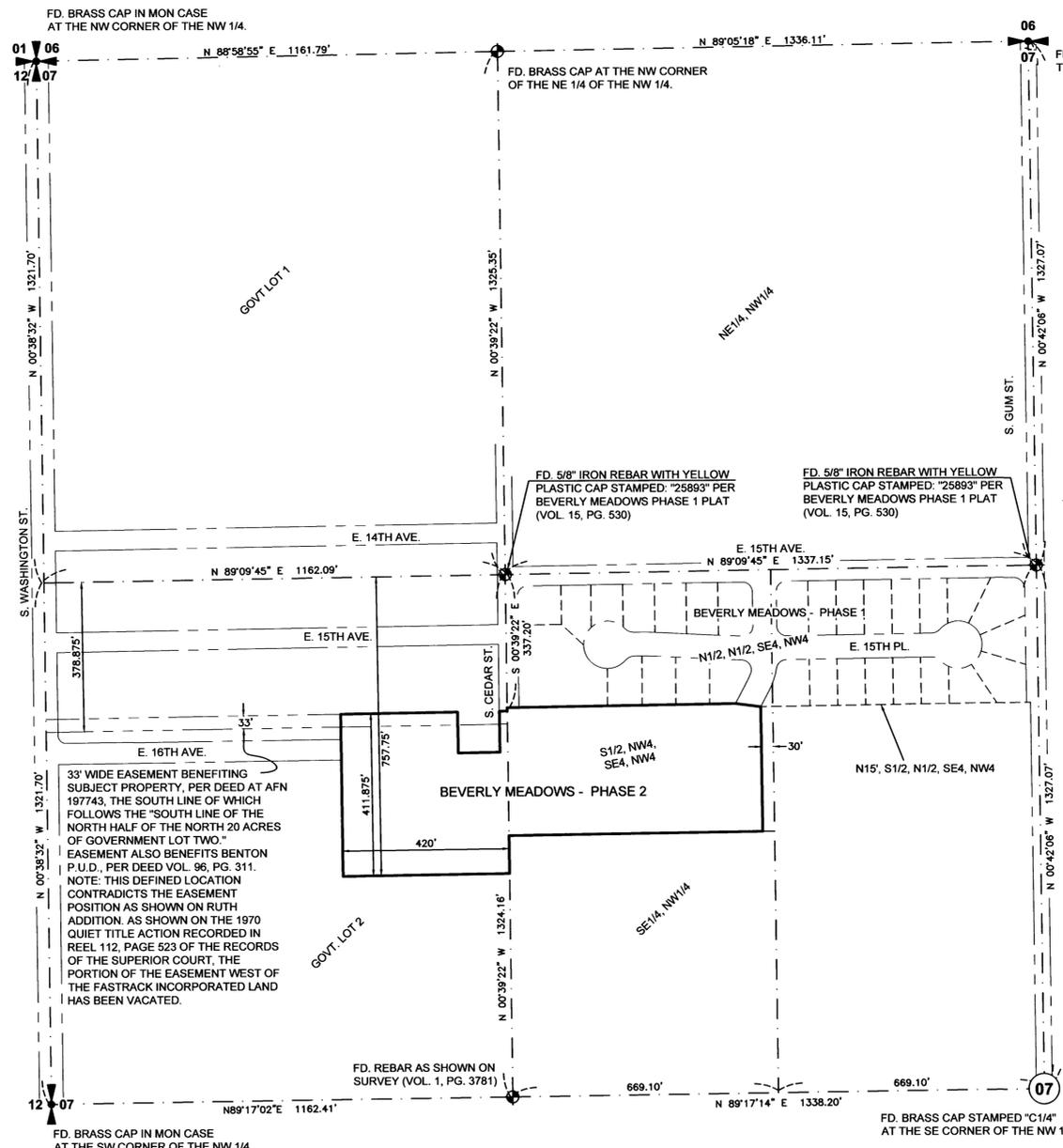
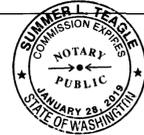


ACKNOWLEDGMENT

STATE OF Washington
 COUNTY OF Franklin

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Beverly Wood HAS SIGNED THIS PLAT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS PLAT ON BEHALF OF SHAW 304, LLC, AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

Heagle 12-16-16
 NOTARY PUBLIC DATE
 MY APPOINTMENT EXPIRES 1/28/2019
 RESIDING PASCO



SECTION CONTROL DIAGRAM
SCALE 1" = 200'