

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, December 20, 2016 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 13, 2016 Board Meeting**

Review Agenda

Consent Agenda

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

Public Hearing

Adoption of Final Biennium Budget ~ P Schut

Scheduled Business

Unscheduled Visitors

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, December 13, 2016, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner James Beaver
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Commissioner Jerome Delvin (China – Legislative Tour)

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; Tavis Hatfield, Road Dept.; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Public Services Administrator Fred Bowen; Jerrod MacPherson, Assistant Planning Manager; OPD Manager Eric Hsu; Michelle Cooke, Planning; IT Manager Teri Holmes.

Approval of Minutes

The Minutes of December 1, 2016 and December 6, 2016 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items “a” through “dd”. Commissioner Small seconded and upon vote, the Board approved the following:

Auditor

- a. Surplus of Personal Property

Commissioners

- b. Line Item Transfer, Fund No. 0000-101, Dept. 107

Coroner

- c. Contract w/Dr. Sigmund Menchel for Forensic Pathology Services

District Court

- d. Line Item Transfer, Fund No. 0000-101, Dept. 111
- e. Line Item Transfer, Fund No. 0131-101, Dept. 000

Facilities

- f. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 110

GIS

- g. Line Item Transfer, Fund No. 0000-101, Dept. 131

Information Technologies

- h. Purchase of Forensic Extraction Device from Cellebrite, Inc. for Sheriff's Office

Juvenile

- i. Agreement w/State of WA, Administrative Office of the Courts for Court Interpreter Services

Noxious Weed

- j. Approval of 2017 – 2018 Operating Budget

Office of Public Defense

- k. Superior Court Public Defense Amended Agreement w/C Harkins

Planning

- l. Short Plat Vacation ~ SPV 2016-003

Public Safety

- m. Line Item Transfer, Fund No. 0148-101, Dept. 111

Public Works

- n. Purchase of Radio Equipment from Tessco Technologies
o. Authorizing County Engineer to Sign Annual & Final Fiscal Reports for Federally Funded Projects
p. Construction Plans Approval for Summit View Phase 11 ~ Wallowa Road
q. Revised Equipment Rental & Revolving Fund Policy
r. Equipment Rental & Revolving Fund Rental Rates for Non-Road Vehicles
s. Equipment Rental & Revolving Fund Operational Rates for Road Vehicles

Sheriff

- t. Line Item Transfer, Fund No. 0000-101, Dept. 120
u. Line Item Transfer, Fund No. 0000-101, Dept. 121
v. Line Item Transfer, Fund No. 0000-101, Dept. 121
w. Line Item Transfer, Fund No. 0000-101, Dept. 125
x. Line Item Transfer, Fund No. 0000-101, Dept. 125
y. Contract w/LexisNexis for Hard Drive Prison Solutions for Case Law & Codes of WA State
z. Payment to Surplus Ammo & Arms, LLC for Swat Equipment
aa. Memorandum of Understanding w/US Marshal for Joint Law Enforcement for 2017
bb. Contract w/Day Wireless Systems Management Corp. for Installation/Maintenance of Electronic Equipment
cc. Purchase of Furniture from Brutzman's Office Solution for Training Room

WSU Extension

- dd. Line Item Transfer, Fund No. 0000-101, Dept. 108

Office of Public Defense - 3rd Quarter Update

Eric Hsu presented the 3rd quarter update and talked about caseloads and the struggle to balance quality representation with fiscal responsibility.

Notable Trends

- Benton County caseloads were not tracking with statewide trends
- Percentage of cases involving mental health issues was rising
- Benton County violent felonies continued to be below statewide average

Quality Representation

- Monitoring
- Training - Second to none in the State
- Complaint Monitoring – complaints have dropped off

Fiscal Responsibility through data accuracy

- Attorney reports
- Courtroom reports
- Caseload database
- State Courts computer – final source of information

Commissioner Beaver asked about the mental health issue and reduction in state funding. Mr. Hsu said his information was from a study that graded Washington State as low for funding for mental health services. He said they were aggressively pursuing state reimbursements for competency evaluations and contracted with two experts out of the area (Tri-Cities had low access to experts) and they agreed to travel to Tri-Cities and they batched the evaluations three to five at a time.

Chairman Small asked if they used resources like Human Services and GCBH and Mr. Hsu indicated they tried to problem solve as much as possible and refer to Human Services and other services.

Other Business

David Sparks reminded the Board it would be adopting the budget at the December 20, 2016 meeting and that it was the last meeting of the year. He said the next meeting after that would be January 10, 2017.

Ms. Smith Kelty said the Cities of Kennewick, Richland and West Richland approved and signed the short term jail use agreements and City of Prosser would be signing at their meeting tonight.

Mr. Sparks said this would give them until March 31 to work on a long term agreement.

Chairman Small requested a short executive session to discuss the performance of a public employee.

The Board recessed at 9:26 a.m. reconvening at 9:27 a.m.

Executive Session – Performance of Public Employee

The Board went into Executive Session at 9:27 a.m. to discuss the performance of a public employee for approximately three minutes. Also present were David Sparks and Cami McKenzie. The Board came out at 9:32 a.m. No decisions were made.

The Board recessed at 9:32 a.m., reconvening at 10:00 a.m.

Benton County Emergency Management Training Response Actions - Columbia Generating Station

Brian Calvert and Deanna Davis, Benton County Emergency Services said this yearly training was a requirement of the FEMA grant to continue to maintain funding and was for a potential radiation exposure emergency at the Columbia Generating Station and the steps that would be taken in the event of that emergency.

He said an emergency declaration was necessary to start the clock and would allow for reimbursement.

Payroll

Check Date: 12/05/2016

Payroll Checks

Warrant #: 240159-240218

Direct Deposit #: 119479-120084

Total all funds: \$2,607,347.67

Payroll Deductions/Transfers

Taxes #: 101161201-101161215

Total all funds: \$2,042,741.88

Payroll Deductions/Warrants

Warrant #: 149129-149143

Total all funds: \$382,309.69

Account Payables

Check Date: 12/09/2016

Warrants #: 149382-149383

Total all funds: \$597,706.07

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

Resolutions

- 2016-1009: Surplus of Personal Property
- 2016-1010: Line Item Transfer, Fund No. 0000-101, Dept. 107
- 2016-1011: Contract w/Dr. Sigmund Menchel for Forensic Pathology Services
- 2016-1012: Line Item Transfer, Fund No. 0000-101, Dept. 111
- 2016-1013: Line Item Transfer, Fund No. 0000-101, Dept. 131
- 2016-1014: Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 110
- 2016-1015: Line Item Transfer, Fund No. 0131-101, Dept. 000

- 2016-1016: Purchase of Forensic Extraction Device from Cellebrite, Inc. for Sheriff's Office
- 2016-1017: Agreement w/State of WA, Administrative Office of the Courts for Court Interpreter Services
- 2016-1018: Approval of 2017 – 2018 Operating Budget
- 2016-1019: Superior Court Public Defense Amended Agreement w/C Harkins
- 2016-1020: Short Plat Vacation ~ SPV 2016-003
- 2016-1021: Line Item Transfer, Fund No. 0148-101, Dept. 111
- 2016-1022: Purchase of Radio Equipment from Tessco Technologies
- 2016-1023: Authorizing County Engineer to Sign Annual & Final Fiscal Reports for Federally Funded Projects
- 2016-1024: Construction Plans Approval for Summit View Phase 11 ~ Wallowa Road
- 2016-1025: Revised Equipment Rental & Revolving Fund Policy
- 2016-1026: Equipment Rental & Revolving Fund Rental Rates for Non-Road Vehicles
- 2016-1027: Equipment Rental & Revolving Fund Operational Rates for Road Vehicles
- 2016-1028: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2016-1029: Line Item Transfer, Fund No. 0000-101, Dept. 121
- 2016-1030: Line Item Transfer, Fund No. 0000-101, Dept. 121
- 2016-1031: Line Item Transfer, Fund No. 0000-101, Dept. 125
- 2016-1032: Line Item Transfer, Fund No. 0000-101, Dept. 125
- 2016-1033: Contract w/LexisNexis for Hard Drive Prison Solutions for Case Law & Codes of WA State
- 2016-1034: Payment to Surplus Ammo & Arms, LLC for Swat Equipment
- 2016-1035: Memorandum of Understanding w/US Marshal for Joint Law Enforcement for 2017
- 2016-1036: Contract w/Day Wireless Systems Management Corp. for Installation and Maintenance of Electronic Equipment
- 2016-1037: Purchase of Furniture from Brutzman's Office Solution for Training Room
- 2016-1038: Line Item Transfer, Fund No. 0000-101, Dept. 108

There being no further business before the Board, the meeting adjourned at approximately 10:12 a.m.

Clerk of the Board

Chairman

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12/20/2016</u>	Execute Contract _____	Consent Agenda <u> x </u>
Subject: <u>Line Item</u>	Pass Resolution <u> X </u>	Public Hearing _____
<u>Transfer</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>M. Christen</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: _____	Other _____	Other _____

BACKGROUND INFORMATION

A line item transfer is required to pay for the 3rd and 4th Quarter Vehicle Rental Billings. Due to purchases of new vehicles during biennium, there are not enough funds available in the line item to pay for the final 2016 invoices. Funds will be moved from Dues and Professional Fees to cover the final two bills of the quarter.

SUMMARY

A line item transfer is required to fund the Automobile Rental line to pay quarterly invoices.

RECOMMENDATION

Approve transfer of funds within current expense fund number 0000-101, Department Number 101.

FISCAL IMPACT

None.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

Dated this 20th day of December, 2016.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

EXHIBIT "A"

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
514.240	4901	Dues	\$ 1,500	514.240	4593	Automobile Rental	\$3,000.00
514.240	4103	Professional Fees	\$1,500				
TOTAL			\$0	TOTAL			\$3,000

Explanation: Automobile rental does not have enough funds to cover 3rd and 4th quarter bilings, due to purchase of new vehicles in 2016.

Need to move funds to pay the 2016 remaining rental amount due.

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 0000101.102

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: B. Chilton; Auditor; File

RANGER

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: N/A

Fund Name: Current Expense

Fund Nbr: 0000101.102

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.280	4894	ER & R Repair	\$80	514.280	4593	Automobile Rental	\$80
514.300	4894	ER & R Repair	\$76	514.300	4593	Automobile Rental	\$76
514.810	4894	ER & R Repair	\$122	514.810	4593	Automobile Rental	\$122
514.810	1905	Temporary Help	\$1,500	514.810	1201	Overtime	\$750
				514.300	1201	Overtime	\$750
TOTAL			\$1,778	TOTAL			\$1,778

Explanation:

Due to error at beginning of budget cycle, all vehicle rental and repair dollars were appropriated to same line item. Line item transfers were done to allocate repair portion. Too much money was transferred from rental. Transfer is needed to pay remaining balance of assessment for 2015-16 budget cycle. Additionally, due to training in a new Department of Licensing software system, extra overtime was necessary for licensing employees. We also anticipate additional OT in both recording and licensing through the end of the year due to the new system.

Prepared by: T Ranger Reviewed by: B Chilton

Date: 12/8/16

Approved Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 12/01/16	Execute Contract _____	Consent Agenda	XXX
Subject: Step Inc Approval	Pass Resolution XXX _____	Public Hearing	_____
Prepared by: M Flores	Pass Ordinance _____	1st Discussion	_____
Reviewed by: L Smith Kelty	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

BACKGROUND INFORMATION

Per Resolution 2016 421, the Board of County Commissioners authorized a new salary schedule for Commissioners' Administrators, Managers & Assistant Managers effective June 1, 2016.

That resolution authorized advancement between steps every 18 months based on performance. Advancement prior to the 18 months requires approval by the Board of County Commissioners.

On June 1, 2016, the Board authorized placement for the Assistant County Engineer at grade/step 9A (\$7,388). It is requested that approval for step B be authorized on Dec. 1, 2016, so that said employee would not receive a reduction of salary based on the new salary schedule.

SUMMARY

It was not the intent that any employees affected by the new salary schedule set by Resolution 2016 421 receive a reduction in salary. It is requested that the Board of County Commissioners approve Step 9B on 12/01/16 for the Assistant County Engineer for said employee not to receive a reduction in pay. Evaluations for advancement thereafter would be 18 months.

RECOMMENDATION

Approve the Step Increase for the Assistant County Engineer to step 9B (\$7757) effective 12/01/16.

MOTION

The Board of Benton County Commissioners approves the chairman to sign the Step Increase for grade/step 9B for \$7,757 per month for the Assistant County Engineer effective Dec. 1, 2016.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND
0000101, NON-DEPARTMENT DEPT. 115 TO CURRENT EXPENSE FUND
0000101, COMMISSIONERS DEPT. 107

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:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 107

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$1,553	511.200	4593	Automobile Rental	\$760
				511.600	4593	Automobile Rental	\$793
TOTAL			\$1,553	TOTAL			\$1,553

Explanation:

Prepared by:

Date:

Approved Denied

Date: _____

Chairman

Member

Member

e. Appointment of C Obrien to the Benton County Weed District No. 1

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>December 20,</u> <u>2016</u>	Execute Contract	_____	Consent Agenda	XXX
Subject:	Weed Control Board Appointment	Pass Resolution	XXX	Public Hearing	_____
		Pass Ordinance	_____	1st Discussion	_____
		Pass Motion	_____	2nd Discussion	_____
Prepared by:	W. Hottell	Other	_____	Other	_____

BACKGROUND INFORMATION

The Benton County Commissioners was notified that the Benton County Weed District No. 1 had a vacancy due to Jeff Freepons resigning in the middle of his term. Chad Obrien expressed his interest to fill the vacant opening, with said term set to expire December 31, 2019.

SUMMARY

See above.

RECOMMENDATION

Resolution appointing Chad Obrien.

FISCAL IMPACT

None.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT OF CHAD OBRIEN TO THE BENTON COUNTY WEED DISTRICT NO. 1

WHEREAS, Jeff Freepons has resigned his position on the Benton County Weed District Board No. 1; and

WHEREAS, Chad Obrien meets the qualifications and has expressed an interest in filling the vacant seat; and

WHEREAS, the Board of Benton County Commissioners desires to appoint Mr. Chad Obrien to fill the unexpired term to the Benton County Weed District Board No. 1;
NOW, THEREFORE,

BE IT RESOLVED that Chad Obrien is hereby appointed to the Benton County Weed District No. 1, said term expiring on December 31, 2019.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 12-20-2016	Execute Contract	<input checked="" type="checkbox"/>
Subject: AOC contract	Pass Resolution	<input checked="" type="checkbox"/>
Prepared by: Jacki Lahtinen	Pass Ordinance	<input type="checkbox"/>
Reviewed by: Ryan Brown	Pass Motion	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	Consent Agenda	<input checked="" type="checkbox"/>
	Public Hearing	<input type="checkbox"/>
	1st Discussion	<input type="checkbox"/>
	2nd Discussion	<input type="checkbox"/>
	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

In 2008 Benton County District Court and the other courts within Benton and Franklin County submitted our application to the Administrative Office of the Courts for reimbursement of costs relating to court interpreters. District Court has received funding from this program each year since 2008. District Court requests the Benton county Commissioners to approve the resolution and sign the 2016-17 Interagency Agreement #IAA17524 with the Administrative Office of the Courts for reimbursement of qualifying costs of interpreter services.

SUMMARY

Interagency Agreement between the State of Washington Administrative Office of the Courts and Benton County for funding for reimbursement of interpreter costs.

RECOMMENDATION

We recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #IAA17524 between the Administrative Office of the Courts and Benton County.

FISCAL IMPACT

Benton County will be reimbursed a maximum of \$11,340 for costs incurred during the period of July 1, 2016 and June 30, 2017.

MOTION

We move for approval of the County Resolution and the signing of the Interagency Agreement #IAA17524.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA17524 BETWEEN BENTON COUNTY, BENTON COUNTY DISTRICT COURT AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS and

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the Agreement between the State of Washington Administrative Office of the Courts and Benton County District Court be approved as presented for the term commencing July 1, 2016 and terminating on June 30, 2017, **NOW, THEREFORE,**

BE IT RESOLVED, that the Chair of the Benton County Board of County Commissioners is hereby authorized to sign the Interagency Agreement #IAA17524 on behalf of Benton County.

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

**INTERAGENCY AGREEMENT IAA17524
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY**

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton County (County), for the purpose of distributing funds for court interpreter services expenses to the Benton County District Court (Court).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.
- c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. "Qualifying Event" means a court interpreted event meeting the criteria found in Exhibit A and incorporated herein by reference and for which reimbursement is sought by the Court.

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

- a. These funds are intended to address the Court's following needs:
 - Financial need - i.e., the gap between the Court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters; and
 - Interpreter need - i.e., the gap between the level of the LEP, deaf, and hard of hearing public's need for language access to the Court's (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered, and qualified interpreters in the Court's most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data (ISF Data) reflecting interpreter services and costs. The Court will submit ISF Data representing both Qualifying and non-qualifying Events.
- b. Electronic data shall be submitted quarterly following the schedule as outlined in Section 5c below and using the online application and instructions found, and incorporated herein by reference, at:
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>.
- c. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.
- d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best and promising practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.
- e. The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will **not** be reimbursed.
- f. The Court agrees to submit a written report to the designated AOC Program Manager by ~~June 30, 2017~~, using the template attached at Exhibit B. The report will, among other things, identify and describe innovations and best and promising practices for interpreter services which have been implemented by the Court since July 1, 2016.
- g. As a condition of receiving funding under this Agreement, the Court agrees to implement, maintain, and annually review an AOC-approved Language Assistance Plan (LAP) as reported in response to Section ~~10~~ of Exhibit B.

4. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2016, regardless of the date of execution and which shall end on June 30, 2017.

5. COMPENSATION

- a. The Court shall be reimbursed a maximum of \$11,340 for interpreter services costs incurred during the period of July 1, 2016 to June 30, 2017. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2017.
- b. The Court shall receive payment for no more than 50 percent costs for interpreter services as set forth in Exhibit A, and incorporated herein.

- c. The Court shall not be reimbursed for interpreter services costs for Qualifying Events until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
 - 1) Reflecting Qualifying and non-qualifying Events occurring between July 1, 2016 and September 30, 2016, must be received by the AOC no later than December 31, 2016.
 - 2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2016 and December 31, 2016, must be received by the AOC no later than March 1, 2017.
 - 3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2017 and March 30, 2017, must be received by the AOC no later than April 30, 2017.
 - 4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2017 and June 30, 2017, must be received by the AOC no later than July 31, 2017.
- d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Court shall, submit its paper A-19 invoices quarterly to:
 - AOC Financial Services**
 - PO Box 41170
 - Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.
- f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.
- g. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- h. The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

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

9. AGREEMENT ALTERATIONS AND AMENDMENTS

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

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

19. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
<p>Robert Lichtenberg PO Box 41170 Olympia, WA 98504-1170 robert.lichtenberg@courts.wa.gov (360) 350-5373</p>	<p>Jackie Lahtinen Administrator 7122 W Okanogan Pl Bldg A Kennewick, WA 99336-2359 jacki.lahtinen@co.benton.wa.us 509-735-8478 Ext 3255</p>

AGREED:

Administrative Office of the Courts

Benton County

Signature *Date*

Signature *Date*

Callie Dietz

Name

Name

Administrator, AOC

Title

Title

Approved as to form: Ryan Brown, DPA

EXHIBIT A

WASHINGTON STATE INTERPRETER SERVICES FUNDING FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Court Interpreter Reimbursement Program funding conditions and payment structure shall be as follows:

1. General Funding Conditions

The AOC will reimburse courts under this Agreement for the cost of AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions:

A. Spoken Language Interpreters

1) Certified and Registered Language Interpreters

Compensation for interpreters currently credentialed by the AOC in the certified and registered language categories shall be reimbursed for actual compensation paid pursuant to the payment structure for those interpreters as outlined in this Exhibit A.

2) Non-Credentialed Interpreters in Certified and Registered Language Categories

If either (a), the AOC master interpreter list for certified or registered languages does not include any interpreters credentialed by the AOC for those languages, or (b), after diligent search, a registered interpreter cannot be obtained for that language, then reimbursement will be provided for actual compensation paid pursuant to the payment structure as outlined in this Exhibit A, Section 2, (see "Payment Structure"), for those interpreters, providing that the interpreter is found otherwise qualified on the record by the Court pursuant to Chapter 2.43.

3) Non-Credentialed Languages

Compensation for interpreters for languages for which neither certification nor registration is offered will be reimbursed where the interpreter has been deemed qualified on the record pursuant to 2.43 RCW.

B. Sign Language Interpreters

Reimbursement for American Sign Language (ASL) interpreters appointed pursuant to RCW 2.42 will be authorized under the following conditions:

- 1) When the Court uses either:
Specialist Certification: Legal
 - (a) An interpreter with an ~~SC-L~~ or comparable legal specialist certification issued by the Registry of Interpreters for the Deaf; or
 - (b) An interpreter under contract or subcontracted with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH).

C. Salaried Staff and Contract Interpreters

Reimbursement will be provided for salaried staff or contracted interpreters meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced above.

D. Remote Interpreting

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or videophone when providing court interpreting services for Limited English Proficiency (LEP) persons or persons who rely on sign language for in-court proceedings and for services that are provided by the Court to the public outside of the courtroom.

E. Scope of Interpreter Funding

Reimbursement payment under this Agreement will only be made to the Court when the cost portion otherwise payable by the Court is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

2. Payment Structure

A. Hourly Rate

1) Rate for Spoken Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement by AOC-certified, registered, or otherwise court-qualified interpreters. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates and hourly minimum charges.

2) Rate for Sign Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates and hourly minimum charges.

3) Salaried Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court for 50 percent of the cost of staff interpreters meeting the funding conditions for staff interpreters and will reimburse only for their provision of interpreter services, up to a maximum total salary of \$60,000 plus 27 percent in benefits (i.e., state reimbursement = up to \$30,000 of salary plus 13.5 percent in benefits).

4) Contracted Interpreters

Subject to the maximum compensation allowable under this contract, the cost of contracted interpreters who are paid on an hourly basis will be reimbursed under the same conditions as in 2.A and 2.B. The cost of contract interpreters who are paid other than on an hourly basis (e.g., on

2.A (1)(2)

a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

5) Telephone Interpreting Rate

The AOC will reimburse local jurisdictions for up to 50 percent of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or videophone for LEP persons or persons who rely on sign language, up to a maximum of \$1.64 per minute (with no minimum service time).

6) Hourly Minimum Rate Charges

Where a minimum hourly rate charge up to \$50 an hour and no greater is imposed for no more than the first two hours, reimbursement will be paid for half of such hourly minimum rate.

7) Excess Charges

Interpreter rates in excess of \$50 an hour or for hourly minimum rates exceeding the first two hours shall be the sole responsibility of the Court.

8) Hourly Rounding

Hourly compensation for services provided shall be charged and paid in 30 minute increments.

B. Travel Time and Mileage

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time or mileage when such charges are in accordance with this Exhibit A and reimbursed as identified below in *Interpreter Travel and Mileage Reimbursement*. In such event, travel time and mileage charges will only be reimbursed for interpreters meeting the funding conditions. The AOC reserves the right to limit travel reimbursement to reasonable travel, based on known availability and location of certified, registered, or otherwise qualified interpreters.

INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT

Interpreter mileage and/or travel time will be reimbursed as follows:

1. Mileage

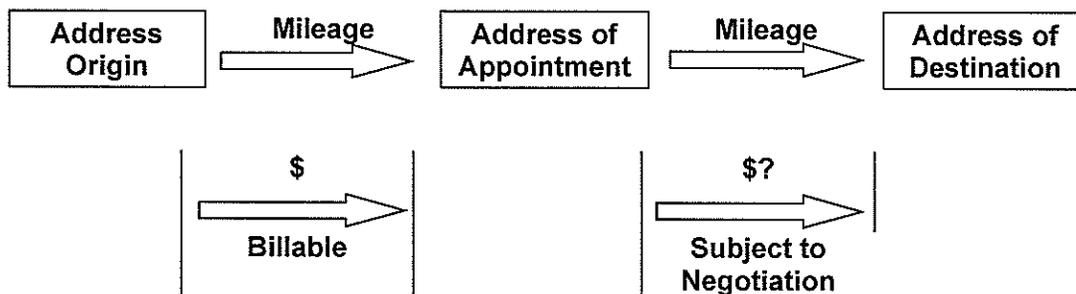
Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from "address of origin"¹ to "address of appointment"² basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the "address of appointment" to "address of destination"³ on a case-by-case basis. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for mileage on an "address of appointment" to "address of destination" or roundtrip basis⁴.

Interpreter mileage related to an appointment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for mileage.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.



¹ "Address of origin" means the interpreter's home, office, or immediately previous appointment meeting place.

² "Address of appointment" means the courthouse or other location of the interpreter assignment.

³ "Address of destination" means the interpreter's home, office, or immediately next appointment meeting place.

⁴ "Roundtrip" means from the interpreter's home/office to the appointed meeting place, followed by the interpreter's return to their home/office.

2. TRAVEL TIME

Travel time will be reimbursed on a from “address of origin” to “address of appointment” basis. The Court and interpreter will negotiate reimbursement for travel time from “the address of appointment” to “address of final destination” on a case-by-case basis at the time the appointment is requested. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for travel time on an “address of appointment” to “address of destination” or roundtrip basis.

Interpreters must travel for either a minimum of sixteen (16) miles or for one-half hour in order to be eligible for travel time reimbursement. Exceptions to the sixteen (16) mile minimum requirement shall be made when the use of a ferry contributes to the one-half hour or more of travel time.

Travel time will be reimbursed at a rate of one half the hourly interpreter rate for each hour of travel. Example: Interpreter traveled four hours to an appointment and the hourly rate is \$50. One half of the hourly rate is \$25. The calculation would be $4 \times \$25 = \100 for travel time.

Distance	Reimbursable
Origin  Appointment 0 -15 Miles	Mileage Only
Origin  Appointment 16+ Miles or half-hour travel*	Mileage or Travel Time* (but not both)

*Travel Time can be claimed only when traveling time is half hour (30 minutes) or more.

Interpreter travel time related to an appointment is billable if a required party fails to appear. “Failure to appear” means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for travel.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.



Exhibit B

Interpreter Reimbursement Program Court Report Template

This information is to help evaluate the effectiveness of the court interpreter reimbursement program.

- The report should cover the period July 1, 2016 thru June 30, 2017.
 - The report should include and answer the following, and can be supplemented by other materials such as charts, spreadsheets, etc.
 - The report should be returned no later than July 31, 2017 to Robert Lichtenberg at Robert.lichtenberg@courts.wa.gov.
 - The report should be no longer than three (3) pages.
1. Name of Court
 2. Contract Number
 3. Name of Person Completing Report
 4. Provide a general description of interpreter services provided by your court. The report should provide information other than that provided on the quarterly Interpreter Services Funding Data (ISF) reports. For example, include information on charging litigants, types of hearings interpreters were provided for, use of staff interpreters, interpreter scheduling practices, pool of interpreters, etc.
 5. Describe any collaborative efforts with other courts including, why the collaboration was sought, the impact of these efforts, challenges, and why the efforts were initiated. For example, sometimes neighboring courts work with one another to improve interpreting services including combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars.
 6. Identify two or three improvements made or promising practices realized by your court to improve interpreter services and/or to reduce expenses.
 7. Identify any changes or improvements your court plans to implement in the future to improve interpreter services and/or to reduce expenses.
 8. Identify any challenges or trends your court is experiencing with providing interpreter services.

9. Indicate if your court is regularly reviewing, monitoring, and updating your Language Access Plan (LAP).
 - a. If so, who is responsible for this and how often is this accomplished? When was the LAP last reviewed and/or revised?
 - b. If not, will your court be doing so in the future? When? What have been the impediments for doing so?
10. What do you see as the most significant areas of remaining need with regard to improving interpreter services?
11. Provide any additional information you would like us to know about your court's use of these funds and interpreter services in general.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12-20-2016</u> Subject: Interpreter Contract Prepared by: Jacki Lahtinen Reviewed by: Ryan Brown	Execute Contract <u> X </u> Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

District Court has contracted with Amelia Uvalle for her interpreter services since 1994. Ms. Valle provides interpreter services for court hearings at the Kennewick Justice Center.

SUMMARY

Amelia Uvalle provides Spanish interpreting for all the District Court hearings located at the Kennewick Justice Center.

RECOMMENDATION

We recommend the Board of County Commissioners approve the resolution and sign the contract for interpreter services with Amelia Uvalle.

FISCAL IMPACT

This has been budgeted for in the 2017 -2018 Budget under the Professional Services line item.

MOTION

Move to approve the resolution and sign the attached contract between Benton County District Court and Amelia Uvalle for her interpreter services for 2017.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY AND AMELIA UVALLE FOR INTERPRETER SERVICES

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the agreement between Benton County and Amelia Uvalle, to provide interpreter services, be approved as presented. **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners is hereby authorized to sign, on behalf of Benton County, the contract with Amelia Uvalle to provide interpreter services. This contract term commences on January 1, 2017 and terminates December 31, 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 DISTRICT COURT
INTERPRETER CONTRACT

This Personal Service Agreement is entered into and effective **January 1, 2017**, by and between Benton County, a political subdivision of the State of Washington, and **Amelia Uvalle** (hereinafter called "Interpreter").

WITNESSETH:

WHEREAS, Benton County, as part of its system of criminal justice, is required to provide for all District Court proceedings a certified interpreter for all criminal defendants who are unable to speak and/or understand English.

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a part to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.

2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, other than for deaf or hearing impaired persons.

3. The timing of services provided by Interpreter shall include but are not limited to:

a. In Custody Arraignment (ICA) docket and other regular scheduled dockets – 8:30 AM – Monday through Thursday and 8:00 AM Friday arraignment docket at the Kennewick Justice Center.

b. Afternoon dockets beginning at 1:00 PM, Monday through Friday at the Justice Center in Kennewick.

c. Additional District Court proceedings including hearings, trials, pre-trials, trial readiness, attorney conferences and other matters as set forth in the District Court calendar delivered to Interpreter under Section II below.

4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved in writing by a Benton County District Court Judge and the District Court Administrator.

II. NOTIFICATION

1. Benton County District Court shall deliver to interpreter's inbox at the Justice Center in Kennewick, a docket printout reflecting the hearings for which interpreter services are necessary. For regularly noticed hearings, that printout shall be delivered five (5) days in

advance. For hearings noted on shortened time District Court shall deliver such printout as soon as reasonably practicable.

III. COMPENSATION

1. Benton County District Court shall compensate the Interpreter at an hourly rate of Fifty Dollars (\$50.00) per hour. No compensation is paid for travel time. If any work is performed on a given day, the Interpreter will be paid for a minimum of one hour of work and will also be paid for each quarter of an hour worked in excess of one hour. If Interpreter is notified that her services are needed for the docket described in Section I.3.a or b, she will be compensated for one hour of work if the docket is canceled.

2. If the compensation for a month otherwise due under Section III.1. above would be less than \$4000.00, Benton County District Court will pay Interpreter \$4000.00 for that month, if Interpreter is in full compliance with all provisions of this agreement.

3. District Court Courtroom Clerks will track all Interpreter's work time by filling out Interpreter's time slip in courtroom.

4. District Court will not be charged for Interpreter's time spent with retained attorneys.

IV. EXPENSES

1. The Interpreter shall not charge Benton County District Court for any expenses.

V. TERM

1. The term of this Agreement shall be for the period commencing upon **January 1, 2017**, and concluding on **December 31, 2017**.

VI. NON-ASSIGNMENT, DELEGATION AND SUBCONTRACTING

1. The obligations and duties of the Interpreter under this Agreement shall not be assigned, delegated or subcontracted to any person or entity without prior written approval of the Benton County District Court Administrator or his/her designee. Any compensation, if any, to be paid to an approved assignee, delegatee or subcontractor shall be a matter of negotiation between Interpreter and such person or entity and such person or entity shall not be entitled to receive compensation from District Court. Interpreter shall insure that all approved assignees, delegates and subcontractors comply with all terms and conditions of this Agreement, and Interpreter shall be liable for all damages resulting from any failure to do so.

VII. TERMINATION

1. Each of the parties shall have a right to terminate this Agreement upon ten (10) days advance written notice to the other party in the event the other party fails to

comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

VIII. HOLD HARMLESS AND INDEMNIFICATION

1. The Interpreter 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Interpreter or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Interpreter 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.

2. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the Interpreter, 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 Interpreter 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 Interpreter expressly waives any immunity the Interpreter might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Interpreter 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 Interpreter makes with any subcontractor or agent performing work hereunder. Interpreter's obligations under this Section VIII shall survive termination and expiration of this Contract.**

3. The Interpreter'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 Interpreter, the Interpreter's employees, agents or subcontractors.

IX. INSURANCE

1. **Professional Liability Insurance:** Prior to the start of work under this Contract, the Interpreter shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Interpreter's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence or claim. 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 Interpreter'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 Interpreter'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. Interpreter 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. Interpreter shall annually provide COUNTY with proof of all such insurance.

2. **Automobile Liability:** The Interpreter shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001) or equivalent in the amount of not less than one hundred thousand dollars (\$100,000) per accident for Bodily Injury and Property Damage to protect Interpreter from claims which may arise from the performance of this Contract, whether such operations be by the Interpreter or by anyone directly or indirectly employed by the Interpreter.

3. **Other Insurance Provisions:**

- a) The Interpreter'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. Interpreter'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 Interpreter's insurance policies.
- b) The Interpreter's liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- d) The Interpreter'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.
- e) The Interpreter 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.
- f) 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 Interpreter maintains higher limits than the minimums required in this contract, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the Interpreter.**

- g) The Interpreter 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, except for professional liability under Section IX.1 (9.1), shall be written on an Occurrence Policy form.
- h) Interpreter 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 Interpreter to enter into a pre-loss agreement to waive subrogation without an endorsement, then Interpreter 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 Interpreter enter into such a waiver of subrogation on a pre-loss basis.
- i) Compensation and/or payments due to Interpreter under this Agreement are expressly conditioned upon Interpreter's strict compliance with all insurance requirements. Payment to Interpreter may be suspended in the event of non-compliance. Upon receipt of evidence of Interpreter's compliance, such payments not otherwise subject to withholding or set-off will be released to Interpreter.

4. 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.

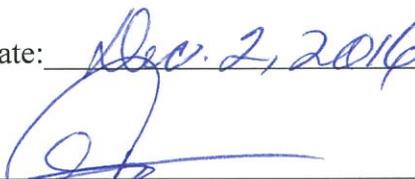
- a) All insurance to be maintained by the Interpreter, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled 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 Interpreter's insurance and shall not contribute to it.
- b) Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Risk Manager.

- c) All written notices under this Section IX and notice of cancellation or change of required insurance coverage's shall be mailed to the County's Risk Manager.

The Interpreter or its broker shall provide a copy of any and all insurance policies specified in this Contract upon the start of this contract, and upon renewal of the insurance policies as evidence of continuous coverage. All required insurance documentation shall be provided to the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

Date: Dec. 2, 2016

Date: _____
Benton County Commissioners



AMELIA UVALLE
P. O. Box 5196
Pasco, WA 99301

Chairman



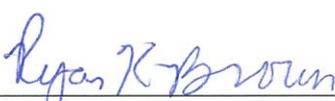
~~Katharine Butler, Presiding Judge~~

Member

DAN KATHREN, Assistant Presiding Judge

Member

Approved as to form:



Ryan K. Brown, Deputy PA

cc: Interpreter (A. Uvalle), Auditor, Commissioners, Prosecutors, District Court.
Original on file - court

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>12-20-2016</u>	Execute Contract	<u> X </u>	Consent Agenda <u> X </u>
Subject: Interpreter Contract	Pass Resolution	_____	Public Hearing _____
Prepared by: Jacki Lahtinen	Pass Ordinance	_____	1st Discussion _____
Reviewed by: Ryan Brown	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

District Court has contracted with Mark Rudeen for his interpreter services since 1997. Mr. Rudeen provides interpreter services for court hearings in our Prosser courtroom.

RECOMMENDATION

We recommend the Board of County Commissioners approve the resolution and sign the contract for interpreter services with Mark Rudeen.

FISCAL IMPACT

This has been budgeted for in the 2017 -2018 Budget under the Professional Services line item.

MOTION

Move to approve the resolution and sign the attached contract between Benton County District Court and Mark Rudeen for her interpreter services for 2017.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY AND MARK RUDEEN FOR INTERPRETER SERVICES

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the agreement between Benton County and Mark Rudeen, to provide interpreter services, be approved as presented. **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners is hereby authorized to sign, on behalf of Benton County, the contract with Mark Rudeen to provide interpreter services. This contract term commences on January 1, 2017 and terminates December 31, 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 DISTRICT COURT
INTERPRETER CONTRACT – PROSSER

This Personal Service Agreement is entered into and effective **January 1, 2017**, by and between Benton County, a political subdivision of the State of Washington, and **Mark Rudeen** (hereinafter called "Interpreter").

WITNESSETH:

WHEREAS, Benton County, as part of its system of criminal justice, is required to provide for all District Court proceedings a certified interpreter for all criminal defendants who are unable to speak and/or understand English.

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a part to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.

2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, at Prosser, Washington, other than for deaf or hearing-impaired persons.

3. The timing of services provided by Interpreter shall include but are not limited to:
- a. Tuesdays – 9:00 AM to end of scheduled PM docket.
 - b. Additional District Court proceedings, including hearings, trials, pre-trials, trial readiness, attorney conferences and other matters as set forth in the District Court calendar delivered to Interpreter under Section II below.

4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved in writing by a Benton County District Court Judge and the District Court Administrator.

II. NOTIFICATION

1. Benton County District Court shall deliver to interpreter's inbox at the Prosser Courthouse, a docket printout reflecting the hearings for which interpreter services are necessary. For regularly noticed hearings, that printout shall be delivered five (5) days in advance. For hearings noted on shortened time District Court shall deliver such printout as soon as reasonably practicable.

III. COMPENSATION

1. Benton County District Court shall compensate the Interpreter at an hourly rate of Fifty Dollars (\$50.00) per hour. No hourly compensation is paid for travel time. If any work is performed on a given day, the Interpreter will be paid for a minimum of one hour of work and will also be paid for each quarter of an hour worked in excess of one hour. If Interpreter is notified that his services are needed for the docket described in Section I.3.a, he will be compensated for one hour of work if the docket is canceled. Both parties agree to use the mileage from **Kennewick to Prosser, which is 68 miles round trip**, if any mileage reimbursement is due to Interpreter. So long as the Interpreter resides within Kennewick, WA, he will be reimbursed for mileage for the 68 mile round trip each day he renders services in Prosser. The rate for such mileage compensation shall be the rate approved by the County Commissioners for county employees (currently 51 cents per mile). If Interpreter's residence in Kennewick ends, Interpreter shall promptly notify the District Court Administrator in writing and there shall be no reimbursement for mileage unless agreed to in writing by the parties.

2. District Court Courtroom Clerks will track all Interpreters' work time by filling out Interpreter's time slip in courtroom.

3. District Court will not be charged for Interpreter's time spent with retained attorneys.

IV. EXPENSES

1. The Interpreter shall not charge Benton County District Court for any expenses other than mileage as set forth under Section III.

V. TERM

1. The term of this Agreement shall be for the period commencing upon **January 1, 2017**, and concluding on **December 31, 2017**.

VI. NON-ASSIGNMENT

1. The Interpreter shall not assign this contract to any person or entity without prior written approval of the Benton County District Court Administrator or his/her designee.

VII. TERMINATION

1. Each of the parties shall have a right to terminate this Agreement upon ten (10) days advance written notice to the other party in the event the other party fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

VIII. HOLD HARMLESS AND INDEMNIFICATION

1. The Interpreter 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Interpreter or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Interpreter 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.

2. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the Interpreter, 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 Interpreter 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 Interpreter expressly waives any immunity the Interpreter might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Interpreter 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 Interpreter makes with any subcontractor or agent performing work hereunder. Interpreter's obligations under this Section VIII shall survive termination and expiration of this Contract.**

3. The Interpreter'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 Interpreter, the Interpreter's employees, agents or subcontractors.

IX. INSURANCE

1. **Professional Liability Insurance:** Prior to the start of work under this Contract, the Interpreter shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Interpreter's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence or claim. 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 Interpreter'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 Interpreter'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. Interpreter 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. Interpreter shall annually provide COUNTY with proof of all such insurance.

2. **Automobile Liability:** The Interpreter shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001) or equivalent in the amount of

not less than one hundred thousand dollars (\$100,000) per accident for Bodily Injury and Property Damage to protect Interpreter from claims which may arise from the performance of this Contract, whether such operations be by the Interpreter or by anyone directly or indirectly employed by the Interpreter.

3. **Other Insurance Provisions:**

- a) The Interpreter'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. Interpreter'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 Interpreter's insurance policies.
- b) The Interpreter's liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- d) The Interpreter'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.
- e) The Interpreter 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.
- f) 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 Interpreter maintains higher limits than the minimums required in this contract, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the Interpreter.**
- g) The Interpreter 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, except for professional liability under Section IX.1 (9.1), shall be written on an Occurrence Policy form.
- h) Interpreter 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 Interpreter to enter into a pre-loss agreement to waive subrogation without an endorsement, then Interpreter 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 Interpreter enter into such a waiver of subrogation on a pre-loss basis.

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

4. 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.

- a) All insurance to be maintained by the Interpreter, other than Professional Liability, 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 Interpreter's insurance and shall not contribute to it.
- b) Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Risk Manager.
- c) All written notices under this Section IX and notice of cancellation or change of required insurance coverage's shall be mailed to the County's Risk Manager.

The Interpreter or its broker shall provide a copy of any and all insurance policies specified in this Contract upon the start of this contract, and upon renewal of the insurance policies as evidence of continuous coverage. All required insurance documentation shall be provided to the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

Date: 12/6/16

Benton County Board of Commissioners
Date: _____

markudeen

MARK RUDEEN
207 S. Tweedt Place
Kennewick, WA 99336

Chairman

Dan

~~Katharine Butler, Presiding Judge~~
DAN KATHREN
Assistant Presiding Judge

Member

Approved as to form:

Member

Ryan K Brown

Ryan K. Brown, Deputy PA

cc: Interpreter (M. Rudeen), Auditor, Commissioners, Prosecutors, District Court.
Original on file - court

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 111.

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, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	4182	Juvenile Dentention	\$3,500	512.400	1922	Judge Pro Tem	\$3,500
TOTAL			\$3,500	TOTAL			\$3,500

Explanation:

Transfer needed to fund Judge Pro-Tem Line Item

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
PROBATION ASSESSMENT FUND NUMBER 0131-101, 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; and

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:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.410	1132	PT Compliance Clerk	\$22,000	512.410	1148	Court Recorder	\$2,784
512.410	1311	Clerk Assistant	\$4,383	512.410	1277	Administrator	\$575
				512.410	1290	Compliance Clerk	\$2,167
				512.410	1294	Computer Coordinator/Assistant	\$478
				512.410	1297	Probation Officer	\$4,467
				512.410	1298	Compliance Clerk	\$2,916
				512.410	1299	Compliance Clerk I	\$1,268
				512.410	1832	Compliance Clerk	\$5,478
				512.410	2103	Medical Insurance	\$750
				512.410	2104	Retirement	\$5,500
TOTAL			\$26,383	TOTAL			\$26,383

Explanation:

Transfer needed to cover shortages seen with Salaries and Benefits

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>12/20/2016</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Justice Center Tenant Improvements</u>	Pass Resolution	<u> X </u>	<u> X </u>
Prepared by:	<u>Larry Hueter</u>	Pass Ordinance	_____	Public Hearing
Reviewed by:		Pass Motion	_____	1st Discussion
		Other	<u>None</u>	2nd Discussion
				Other

BACKGROUND INFORMATION

At the November 1, 2016 Commissioner Meeting, Facilities Manager Dan Waggoner requested approval for Benton County to go out to bid for the OPD/PA TI Improvements for the Justice Center. A motion was introduced, seconded and passed to bid this project. Meier Enterprises prepared the bid documents and on December 7, 2016 the project received the following six bids:

Industrial Constructors, Inc.	\$1,347,000.00
M.H. Construction, Inc.	\$1,398,566.00
Booth & Sons Construction, Inc.	\$1,340,000.00
Siefken & Sons Construction, Inc.	\$1,358,645.00
Total Site Services, General Contractors	\$1,599,000.00
G2 Construction, Inc.	\$1,224,000.00

G2 Construction was the low bidder until they withdrew their bid within the first hour after the bid opening. They immediately followed up with a formal letter, claiming a substantial error. Benton County accepted their withdrawal and found Booth & Sons to be the lowest responsible bidder. Booth and Sons complied with all the bid requirements and has presented a full subcontractors list to Benton County.

RECOMMENDATION

Approve the Resolution providing Notice of Lowest Responsible Bidder Award to Booth & Sons Construction, Inc.

FISCAL IMPACT

\$1,340,000.00 plus a Change Order Contingency of \$134,000.00 and the addition of \$126,800.00 Sales Tax for a total of \$1,600,800.00 to be appropriated from the \$1,800,000.00 budget included in Capital Projects Fund and Public Safety Tax Fund.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE OFFICE OF PUBLIC DEFENSE/PROSECUTING ATTORNEY TENANT IMPROVEMENTS FOR THE JUSTICE CENTER TO BOOTH & SONS CONSTRUCTION, INC.

WHEREAS, per Resolution 2015-607 the Board of Benton County Commissioners approved an architectural and engineering contract with Meier Enterprises, Inc. to provide architectural and engineering services for the Office of Public Defense/Prosecuting Attorney Tenant Improvements for the Justice Center; and

WHEREAS, the Board approved three amendments to the contract with Meier Enterprises, Inc. per Resolutions 2015-710, 2016-423 and 2016-515; and

WHEREAS, on November 1, 2016 the Board authorized the Facilities Manager to proceed with advertising for bids from qualified contractors for the OPD/PA Tenant Improvements for the Justice Center; and

WHEREAS, on December 7, 2016 representatives of Benton County and Meier Enterprises, Inc. received and opened six (6) bids as follows:

Industrial Constructors, Inc.	\$1,347,000.00
M.H. Construction, Inc.	\$1,398,566.00
Booth & Sons Construction, Inc.	\$1,340,000.00
Siefken & Sons Construction, Inc.	\$1,358,645.00
Total Site Services, General Contractors	\$1,599,000.00
G2 Construction, Inc.	\$1,224,000.00

WHEREAS, G2 Construction was the low bidder until they withdrew their bid within the first hour after the bid opening. They immediately followed up with a formal letter, claiming a substantial error and Benton County accepted their withdrawal and found Booth & Sons Construction, Inc. to be the lowest responsible bidder; and

WHEREAS, the Public Services Administrator, Benton County Project Manager, and representatives of Meier Enterprises, Inc. reviewed the bid proposals and recommend award of the bid to Booth & Sons Construction, Inc. as the lowest responsible bidder; and

WHEREAS, the Public Services Administrator and Project Manager recommend the Board approve a contingency of up to \$134,000 be added to the bid; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the recommendation and awards the bid to Booth & Sons Construction, Inc. for the Office of Public Defense/Prosecuting Attorney Tenant Improvements for the Justice Center and authorizes staff to prepare a contract between Benton County and Booth & Son Construction, Inc. to be placed on the agenda at a later date.

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

I. Contract w/Superior Maintenance Solutions, Inc. for Snow Removal

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	12-20-16	Execute Contract	<u>X</u>	Consent Agenda
Subject:	<u>Contract award for SMS for Snow Removal</u>	Pass Resolution	<u>X</u>	Public Hearing
Prepared by:	<u>D. Waggoner</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:		Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION / SUMMARY

While the Facilities Department is responsible for snow removal services for County locations, a contractor is need in the case of a large snowfall. Using a contractor for plowing services will allow Facilities to better utilize its resources, and a contractor can perform the services in a timely manner. This will help Benton County provide safe parking to visitors and employees of our facilities.

Benton County Facilities solicited quotes from several businesses. Two vendors provided responses as listed below:

Superior Maintenance Solutions –	Lynwood, WA. –	\$2,785.50, not including WSST
Heritage Landscaping. –	Richland, WA. –	Declined to Quote

Services will be provided at 3 different locations including: Benton County Justice Center Complex, Kennewick Annex, and Animal Control.

RECOMMENDATION

Approve the attached Resolution and Contract between Benton County and Superior Maintenance Solutions, Inc.

FISCAL IMPACT

Total cost not to exceed \$34,999.00, including WSST and fees. This contract shall expire on April 30, 2019.

MOTION

Move to approve the attached Purchased Services contract between Benton County and Superior Maintenance Solutions, Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PURCHASED SERVICES CONTRACT BETWEEN BENTON COUNTY AND SUPERIOR MAINTENANCE SOLUTIONS, INC. FOR SNOW REMOVAL SERVICES

WHEREAS, the Facilities Department has determined that using a contractor to perform snow removal services will be a great benefit to the County; and

WHEREAS, the Facilities Department has many locations to service and a contractor can perform this more efficiently, thus freeing Facilities staff to accomplish other much needed work; and

WHEREAS, the County can rely on the efficiency of the contractor to accomplish snow removal needs in a timely manner; and

WHEREAS, quotes were requested from the SMS Inc, Heritage Landscape, Jesse's Lawn Maintenance, A1 Landscaping, and Desert Green, and a positive response was received from Superior Maintenance Solutions, in the amount of \$2,785.50 per snow fall event, not including WSST; and

WHEREAS, the Facilities Manager recommends authorizing a Purchased Services contract between Benton County and Superior Maintenance Solutions to provide Snow Removal Services to various Benton County locations; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the Purchased Services contract with Superior Maintenance Solutions, in the amount not to exceed \$34,999.00 including WSST; and

BE IT FURTHER RESOLVED, the contract shall expire on April 30, 2019; and

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

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

**PURCHASED 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 **SMS - SUPERIOR MAINTENANCE SOLUTIONS, LLC**, with its principal offices at 19410 Hwy 99, Suite A-136, Lynnwood, WA 98036, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Request for Proposal;
- b. Exhibit B - CONTRACTOR's RFP Response; and
- c. Exhibit C - Background Check Form.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution of the Contract by both parties and shall expire on April 30, 2019.

3. SERVICES PROVIDED

- a. The CONTRACTOR agrees to provide as-needed snow removal services at three Benton County facility locations in Kennewick, Washington, in accordance with Exhibit A, "Request for Proposal", attached hereto and incorporated herein by reference. The three locations are as follows: (1) the Benton County Justice Center complex located at 7122, 7110, and 7102 W. Okanogan Place; (2) Benton County Animal Control located at 1116 N. Grant Place; and (3) the Kennewick Annex located at 5600 W. Canal Drive. Snow removal services will be performed after two (2) inches of snow accumulation, as determined by the CONTRACTOR. Snow will be piled up at the local property. Snow will be plowed from parking areas and driveways only. This Contract does not include snow removal

from sidewalks and does not include the application of salt and/or deicer.

- b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under state or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or designee, prior to the CONTRACTOR leaving the work site.
- c. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar services. Actual utilization will be based on availability or any other factor deemed important to the COUNTY.
- d. 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.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice. The CONTRACTOR must ensure that any of its employees performing work pursuant to this Contract are qualified by experience and/or training to perform the work.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Nathaniel Pettit
Address: 19410 Hwy 99, Suite A-136
City, State Zip Code: Lynnwood, WA 98036
Phone: (855) 767-7768
Email: nate.pettit@s-m-s-services.com

b. For COUNTY:

Name: Dan Waggoner
Address: 7122 W. Okanogan Pl., Bldg. A
City, State Zip Code: Kennewick, WA 99336
Phone: (509) 222-3704
Fax: (509) 736-2708
Email: dan.waggoner@co.benton.wa.us

5. COMPENSATION

a. The CONTRACTOR shall be paid for performing as-needed Snow Removal services at three Benton County facility locations in Kennewick, Washington pursuant to Section 3 of this Contract and Exhibit A. For each plowing event, the COUNTY shall pay the CONTRACTOR the applicable agreed-upon rates set forth in Exhibit B, "CONTRACTOR's RFP Response", attached hereto and incorporated herein by reference. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed Thirty-Four Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents (\$34,999.00) including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. 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. INVOICING

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

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, 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 Contract, or 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 or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any 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 8 shall survive termination and expiration of this Contract.

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 or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, the CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation 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 and 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 8. 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, any 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 are 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 and 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 an 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 Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and 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 or 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, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 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.

10. PERFORMANCE BOND

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

14. CHOICE OF LAW AND JURISDICTION

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.

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS

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

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and 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, sexual orientation, honorably discharged veteran or military status, disability, or any other protected status.

19. DISPUTES

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

COUNTY'S Contract Representative, or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed effective three (3) 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.

23. SEVERABILITY

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

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

24. 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 regarding the work performed under this Contract 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 any regularly scheduled purge schedule.

25. 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, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that 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.

26. 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: provisions for indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' 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.

28. BENTON COUNTY BACKGROUND CHECK

The CONTRACTOR and each of its employees, subcontractors, and subcontractors' employees who will be working onsite at the Benton County Justice Center in Kennewick, Washington are required to complete in full the Security Background Check form attached hereto as Exhibit C, "Background Check Form", and incorporated herein by reference. Successful completion of the security background check, as determined by COUNTY, is required prior to the first day of work pursuant to this Contract or entry into the Benton County Jail. All completed forms should be e-mailed to Bobbi.Romine@co.benton.wa.us or faxed to (509) 222-3745, attention: Bobbi Romine. The CONTRACTOR agrees to remove any of its employees, subcontractors, or subcontractors' employees prior to performance hereunder, if in the sole discretion of the COUNTY said person fails the security background check. In addition, the CONTRACTOR agrees to immediately notify the COUNTY if, during the term of this Contract, any of CONTRACTOR's employees, subcontractors, or subcontractors' employees are charged with or convicted of any crime. Finally, if the CONTRACTOR or any of its employees, subcontractors, or subcontractors' employees discover that a friend or family member is in the custody of the Benton County Jail, he or she must immediately notify jail staff.

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

The parties specifically certify that the provisions contained within Section 8 have been mutually negotiated and agreed upon.

Date: _____

Date: 12-14-16

BENTON COUNTY

SMS - SUPERIOR MAINTENANCE SOLUTIONS, LLC

Chairman

[Signature]
Signature

Attest: _____
Clerk of the Board

[Signature]
Title:

[Signature]
PRINTED NAME

Approved as to Form:

[Signature]
Civil Deputy Prosecuting Attorney

REQUEST FOR PROPOSAL

Project: Benton County As-Needed Snow Removal Services
Project Term: 2016-2019 (29-month contract)
Date of Advertisement: November 9, 2016
Owner: Benton County
Submit "Exhibit A" To: Dan Waggoner, Facilities Manager
Benton County Facilities
7122 W. Okanogan Pl., Bldg. A
Kennewick, WA 99336
(509) 222-3704
Proposals Due By: Friday, November 15, 2016 at 4:00 p.m.
Proposals received after the time specified will be disregarded.

Proposal Submittal: Proposals shall be clearly marked "Request for Proposal – Benton County Snow Removal Services". Proposals may be submitted as follows:

- By Mail – Benton County Facilities, Attn: Dan Waggoner, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; or
- By Hand-Delivery – Benton County Facilities, Attn: Dan Waggoner, 7122 W. Okanogan Place, Bldg. A, 2nd Floor, Kennewick, WA 99336; or
- By E-mail – Dan Waggoner at dan.waggoner@co.benton.wa.us. (Please keep in mind that due to the County's firewall safeguards, documents may be held up. Please look for a confirmation e-mail acknowledging receipt of your e-mail.)

Benton County is soliciting proposals for as-needed snow removal/deicing services at several Benton County Facilities locations in Kennewick, Washington. These locations includes the Benton County Justice Center Complex, Benton County Animal Control, the Kennewick Annex and the Benton Franklin Juvenile Justice Center.

The Contract will be for a term of approximately 29 months, beginning in 2016 and ending on April 30th, 2019.

SCOPE OF WORK:

If Contractor's proposal is accepted by the County, Contractor agrees to perform the following services:

Snow removal will occur after 2 inches of accumulation as determined by the contractor. Snow will be plowed and piled up at the local property. Snow will be plowed from parking areas and driveways only. This request does not include sidewalks. An alternate will be listed for the application of salt and/or deicer at certain locations. Service is requested at the following locations:

- **Benton County Justice Center** at 7122 W. Okanogan Place, Kennewick, WA: This includes public and employee parking and driveways for the Justice Center courts buildings and the Benton County Jail. This area also includes areas around the Maintenance Shop and Coroner's office at 7110 W. Okanogan Place and the Benton-Franklin Health District at 7102 W. Okanogan Place. See attached drawing.
- **Benton County Animal Control** at 1116 N. Grant Place, Kennewick, WA. See attached drawing.
- **Kennewick Annex** at 5600 W. Canal Drive, Kennewick, WA. This includes 2 parking areas as noted in the Annex Parking drawing. See attached drawing.
- **Benton-Franklin Juvenile Justice Center** at 5606 W. Canal Drive, Kennewick, WA. This area is west of the Annex and has a driveway that wraps all the way around the building. See attached drawing.

OTHER REQUIREMENTS FOR PERFORMANCE OF WORK:

1. All work must be performed to industry standards.
2. Contractor must ensure that all of its employees performing work pursuant to the Contract are equipped with all necessary tools to complete the tasks. No equipment or supplies will be supplied by the County.
3. Contractor must ensure that all of its employees performing work pursuant to the Contract are sufficiently trained for the tasks to be performed.
4. Once the contract is awarded, each of Contractor's employees who will be working in the secure areas must complete and submit the Background Check Form attached hereto as Exhibit D and be approved by the County.

REQUEST FOR PROPOSAL AND ATTACHED EXHIBITS:

This request for proposal consists of this document and the following exhibits, which are attached hereto and incorporated herein by reference:

Exhibit A – Request for Proposal Form

Exhibit B – “Sample” – Contract between County and Contractor

Exhibit C – “Sample” – Certificate of Insurance

Exhibit D – Background check form

CERTIFICATE OF INSURANCE:

If awarded the Contract, Contractor is required to obtain and maintain continuously during the term of the Contract the insurance outlined in Section 9 of Exhibit B, and to submit a certificate of insurance in the form provided in Exhibit C, the “sample” Certificate of Insurance, along with the additional insured endorsements.

BOND:

If awarded the Contract, the CONTRACTOR shall furnish Benton County with Performance and Payment Bonds as outlined in Section 10 of Exhibit B. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later.

ADDITIONAL INFORMATION:

This document and the materials enclosed herewith constitute an invitation to submit proposals only and does not represent an offer by Benton County. Only upon the County’s acceptance of a proposal by providing notice awarding the Contract shall any contractual commitment be created.

Benton County reserves the right to reject all proposals and discontinue the process if it determines that such course of action is in the best interests of the County. Prices quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount.

If there are any discrepancies or omissions in this Request for Proposal, or any of the attached exhibits, or there are any questions as to the meaning of these documents, a bidder should immediately notify Dan Waggoner by telephone at (509) 222-3704 or by e-mail at dan.waggoner@co.benton.wa.us. Written notice of changes or clarifications to this RFP will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations.

Request for Proposal Form
Benton County Facilities
As-Needed Snow Removal and Deicing Service

COMPANY NAME AND ADDRESS:

Company Contact Name: _____

Phone number: _____

Email address: _____

Benton County Justice Center at 7122, 7110 and 7102 W. Okanogan Place:

Includes the Courts, Jail, Coroner, Maintenance Shop and Benton-Franklin Health District buildings. All public and employee parking areas and driveways.

Cost for Plowing in 2016/17: \$ _____

Cost for Plowing in 2017/18: \$ _____

Cost for Plowing in 2018/19: \$ _____

Benton County Animal Control at 1116 N. Grant Place:

Cost for Plowing in 2016/17: \$ _____

Cost for Plowing in 2017/18: \$ _____

Cost for Plowing in 2018/19: \$ _____

Kennewick Annex at 5600 W. Canal Drive:

Cost for Plowing in 2016/17: \$ _____

Cost for Plowing in 2017/18: \$ _____

Cost for Plowing in 2018/19: \$ _____

Benton-Franklin Juvenile Justice Center at 5606 W. Canal Drive:

Cost for Plowing in 2016/17: \$ _____

Cost for Plowing in 2017/18: \$ _____

Cost for Plowing in 2018/19: \$ _____

As an alternate, please list the cost of applying deicer to areas after they are plowed:

Cost for Deicer 2016/17 \$ _____

Cost for Deicer 2017/18 \$ _____

Cost for Deicer 2018/19 \$ _____

As an alternate, please list the cost of applying deicer compound prior to a predicted Freezing Rain or Snow event. This would be coordinated and approved by the staff of the Juvenile Justice Center:

Cost for Pre-Deicer 2016/17 \$ _____

Cost for Pre-Deicer 2017/18 \$ _____

Cost for Pre-Deicer 2018/19 \$ _____

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount. The Contract will be awarded to the lowest responsible bidder pursuant to the criteria set forth in RCW 39.04.350(1).

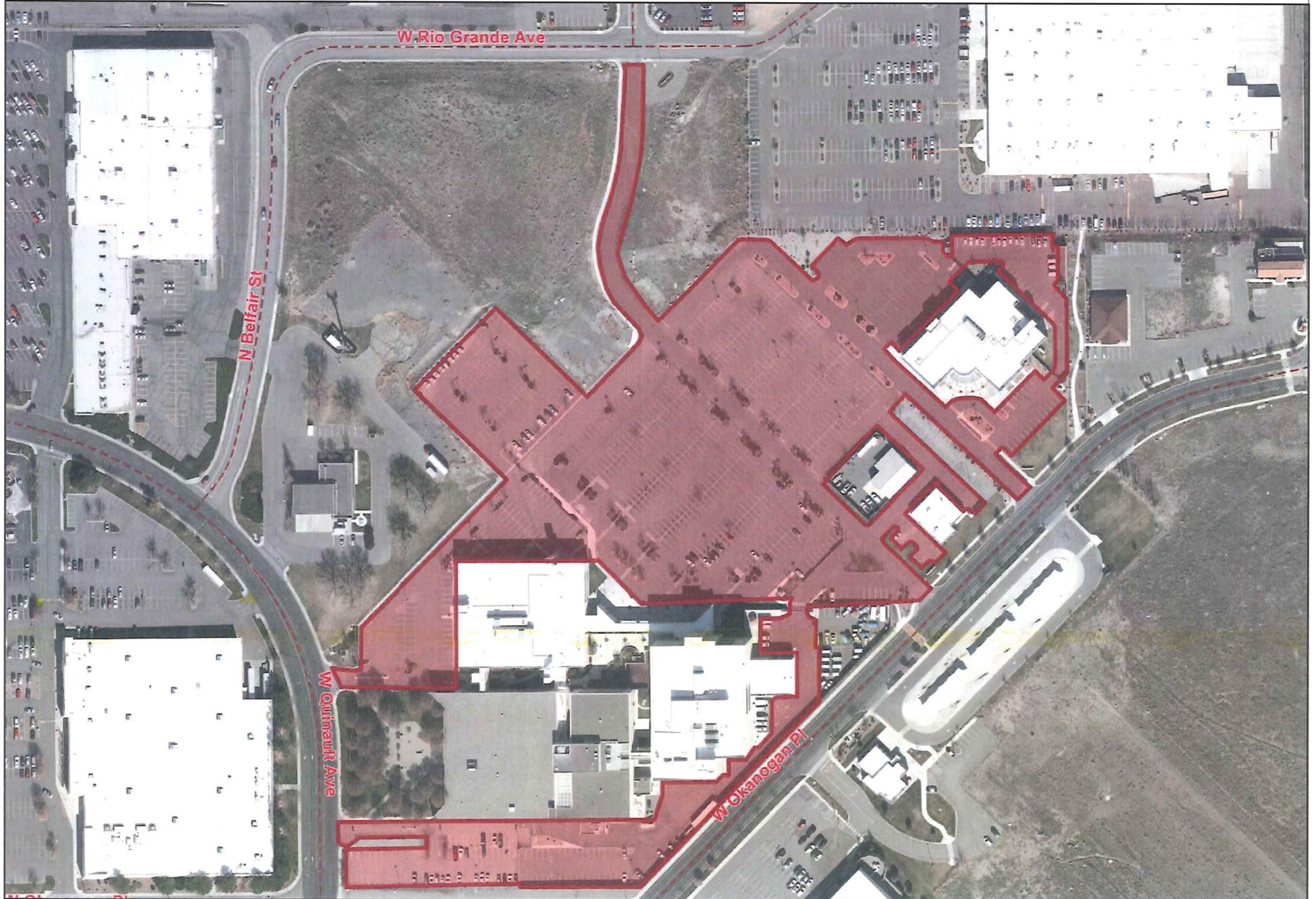
Contractor is free to submit any additional information about their company and services offered when returning this Exhibit A Proposal Form.



Benton County
Geographic Information
Systems Department

Map Created: 09-22-2016
No Scale
2014 Orthophoto

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

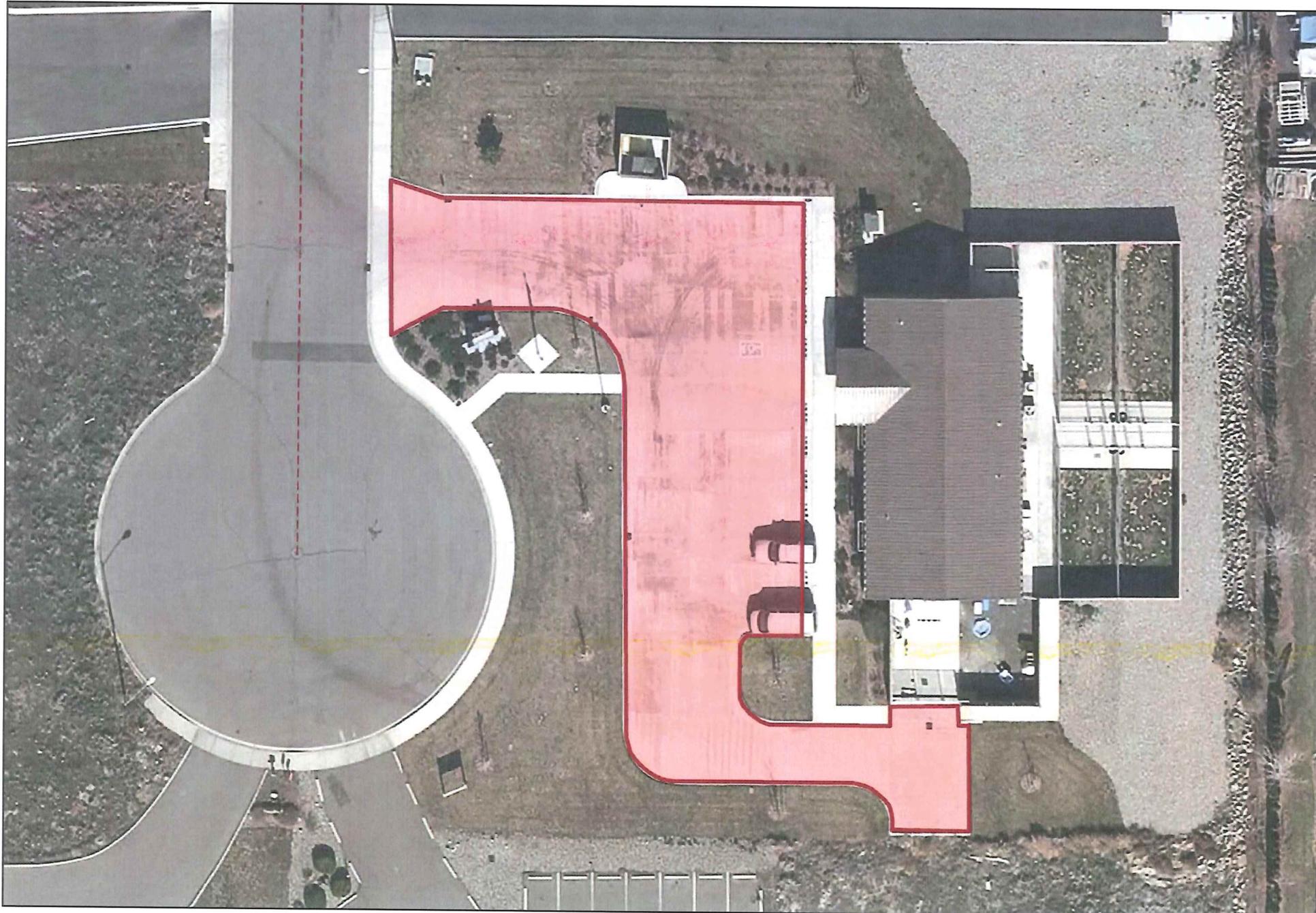




Benton County
Geographic Information
Systems Department

Map Created: 09-22-2016
No Scale
2014 Orthophoto

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Benton County
Geographic Information
Systems Department

Map Created: 12-16-15
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2014 Orthophoto

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Addenda #1, November 14, 2016
Request for Proposal Form
Benton County Facilities
As-Needed Snow Removal and Deicing Service

In regards to the Request for Proposal that was advertised on November 9, 2016, for as-needed snow removal services for Benton County Facilities.

This addenda #1 is to clarify that the costs requested are on a “per push” or “per event” basis.

Please check here to acknowledge receipt of Addenda #1.

Benton County Justice Center at 7122, 7110 and 7102 W. Okanogan Place:

Includes the Courts, Jail, Coroner, Maintenance Shop and Benton-Franklin Health District buildings. All public and employee parking areas and driveways.

Cost per push/event for Plowing in 2016/17: \$ _____

Cost per push/event for Plowing in 2017/18: \$ _____

Cost per push/event for Plowing in 2018/19: \$ _____

Benton County Animal Control at 1116 N. Grant Place:

Cost per push/event for Plowing in 2016/17: \$ _____

Cost per push/event for Plowing in 2017/18: \$ _____

Cost per push/event for Plowing in 2018/19: \$ _____

Kennewick Annex at 5600 W. Canal Drive:

Cost per push/event for Plowing in 2016/17: \$ _____

Cost per push/event for Plowing in 2017/18: \$ _____

Cost per push/event for Plowing in 2018/19: \$ _____

Benton-Franklin Juvenile Justice Center at 5606 W. Canal Drive:

Cost per push/event for Plowing in 2016/17: \$ _____

Cost per push/event for Plowing in 2017/18: \$ _____

Cost per push/event for Plowing in 2018/19: \$ _____

As an alternate, please list the cost of applying deicer to areas after they are plowed:

Cost per event for Deicer 2016/17: \$ _____

Cost per event for Deicer 2017/18: \$ _____

Cost per event for Deicer 2018/19: \$ _____

As an alternate, please list the cost of applying deicer compound prior to a predicted Freezing Rain or Snow event. This would be coordinated and approved by the staff of the Juvenile Justice Center:

Cost per event for Pre-Deicer 2016/17 \$ _____

Cost per event for Pre-Deicer 2017/18 \$ _____

Cost per event for Pre-Deicer 2018/19 \$ _____

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount. The Contract will be awarded to the lowest responsible bidder pursuant to the criteria set forth in RCW 39.04.350(1).

Contractor is free to submit any additional information about their company and services offered when returning this Exhibit A Proposal Form.

Addenda #1, November 14, 2016
Request for Proposal Form
Benton County Facilities
As-Needed Snow Removal and Deicing Service

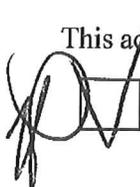
Company Name and Address:

SMS- Superior Maintenance Solutions
19410 Hwy 99, Suite A-136
Lynnwood, WA 98036

Company Contact Name: Matias Barnes/Nate Pettit
Phone Number: 425-449-5665
Email Address: matias.barnes@s-m-s-services.com
nate.pettit@s-m-s-services.com

In regards to the Request for Proposal that was advertised on November 9, 2016, for as-needed snow removal services for Benton County Facilities.

This addenda #1 is to clarify that the costs requested are on a "per push" or "per event" basis.

 Please check here to acknowledge receipt of Addenda #1.

Benton County Justice Center at 7122, 7110 and 7102 W. Okanogan Place:

Includes the Courts, Jail, Coroner, Maintenance Shop and Benton-Franklin Health District buildings. All public and employee parking areas and driveways.

Cost per push/event for Plowing in 2016/17:	\$ <u>2442.50</u>
Cost per push/event for Plowing in 2017/18:	\$ <u>2542.50</u>
Cost per push/event for Plowing in 2018/19:	\$ <u>2642.00</u>

Benton County Animal Control at 1116 N. Grant Place:

Cost per push/event for Plowing in 2016/17:	\$ <u>63.00</u>
Cost per push/event for Plowing in 2017/18:	\$ <u>73.00</u>
Cost per push/event for Plowing in 2018/19:	\$ <u>83.00</u>

Kennewick Annex at 5600 W. Canal Drive:

Cost per push/event for Plowing in 2016/17:	\$ <u>280.00</u>
Cost per push/event for Plowing in 2017/18:	\$ <u>290.00</u>
Cost per push/event for Plowing in 2018/19:	\$ <u>300.00</u>

Benton-Franklin Juvenile Justice Center at 5606 W. Canal Drive:

Cost per push/event for Plowing in 2016/17:	\$ <u>290.00</u>
Cost per push/event for Plowing in 2017/18:	\$ <u>310.00</u>
Cost per push/event for Plowing in 2018/19:	\$ <u>330.00</u>

As an alternate, please list the cost of applying deicer to areas at the **Benton-Franklin Juvenile Justice Center only**, after they are plowed:

Cost per event for Deicer 2016/17:	\$ <u>225.00</u>
Cost per event for Deicer 2017/18:	\$ <u>285.00</u>
Cost per event for Deicer 2018/19:	\$ <u>325.00</u>

As an alternate, please list the cost of applying deicer compound prior to a predicted Freezing Rain or Snow event at the **Benton-Franklin Juvenile Justice Center only**. This would be coordinated and approved by the staff of the Juvenile Justice Center:

Cost per event for Pre-Deicer 2016/17	\$ <u>250.00</u>
Cost per event for Pre-Deicer 2017/18	\$ <u>300.00</u>
Cost per event for Pre-Deicer 2018/19	\$ <u>350.00</u>

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount. The Contract will be awarded to the lowest responsible bidder pursuant to the criteria set forth in RCW 39.04.350(1).

Contractor is free to submit any additional information about their company and services offered when returning this Exhibit A Proposal Form.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	December 20, 2016	Execute Contract	___
Subject:	iWorq Systems Parcel and Permit for Public Works	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

Resolution 2013-269 awarded a service agreement to iWORQs for Building Department Permit Management services. Public Works would like to utilize this same system for their permitting needs and have contacted iWorqs for functionality and feasibility.

SUMMARY

iWorq Systems of Logan UT submitted a quote of \$3,100 excluding WSST for Monthly Parcel Updates, Permit Management, OpenStreet Map, Contractor portal, contractor licensing, configurable web link, custom letters, permits and forms to accommodate the needs of Public Works department.

RECOMMENDATION

1st Pass resolution

2nd

FISCAL IMPACT

Public Works has funds available for this project.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF COMMUNITY DEVELOPMENT APPLICATIONS AND SERVICES FROM IWORQ SYSTEMS, LOGAN UT FOR USE BY PUBLIC WORKS DEPARTMENT.

WHEREAS, Resolution 2013-269 awarded a service agreement to iWORQ Systems for the Benton County Building Department Permit Management System; and

WHEREAS, Benton County Public Works would like to utilize the Parcel and Permit Management system for their own permitting process; and

WHEREAS, iWorq Systems submitted a quote totaling \$3,100 excluding W.S.S.T. for the implementation and customization of this supplemental functionality to suit the needs of Public Works; and

WHEREAS, Information Technology and Public Works recommend iWORQ System 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, hereby concurs with the recommendation and authorizes the purchase of Community Development Application and Services from iWORQ Systems, Logan UT to fit the needs of Public Works, in an amount to not exceed \$3,100 excluding W.S.S.T. to be paid by Public Works Fund.

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.

T Holmes



sales@iworq.com

(888) 655-1259

Benton County	Quote creation: 11/16/2016
5600 W Canal Drive Kennewick, WA 99350	Prepared by: Garyn Perrett

1. QUOTE

Benton County- hereafter known as “Customer”, enters into the following Service Agreement with iWorQ Systems, “iWorQ”, headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 175,177

<u>Community Development Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
Parcel update Monthly Parcel Update - Customer to provide FTP folder - Customer to upload parcel data in standard electronic format (.dbf, etc.) to FTP folder - Customer FTP site or folder is to be accessible to iWorQ	\$500.00	Annual
Permit Management - Available on any computer, tablet, or mobile device using Chrome browser - OpenStreetMap - Contractor portal, contractor licensing, configurable web link for citizens and contractors - Quarterly parcel upload - Up to 10 custom letters/permits/forms	\$1,600.00	Annual
Web forms - 5 customized forms/links on a customer website for citizens and contractors to submit permits	\$1,000.00	Annual
ANNUAL TOTAL	\$3,100.00	

Set up and data conversion		Once
Grand total due	\$3,100.00	

1.1. Notes

1- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.





sales@iworq.com

(888) 655-1259

- 2- Invoices may be prorated upon customer request.
- 3- This quote is provided at the customer's request and is good for 30 days.
- 4- This quote cannot be disclosed or used to compete with other companies.

2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Community Development solution. These can be added to the customer's annual cost, upon request. The services listed below may already be included in the quote in Section 1.

iWorQ Citizen Engagement - Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal and a mobile application for Android and iOS.	Price based on Population	Annual
Licensing – track business, animal, liquor, rental, and other license types. Includes customized automated reminder letters and online renewal.	Price based on Population	Annual
Premium Data Package – 25 MB file upload size and 100 GB total storage	\$1000	Annual
Plans Review and Annotation – Requires premium data package to use. Draw and annotate on plans; save data in layers on plans; and place watermarks on plans.	\$1000	Annual
Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Monthly Parcel Update – iWorQ will import an electronic file on a scheduled basis from a file stored on an FTP server maintained by the Customer.	\$500	Annual
Interactive Voice Response (IVR) – used by contractors to schedule inspections via telephone.	\$1000	Annual
iTransact Card Processing – setup merchant account and gateway, so card payments can be received/recorded in iWorQ. Includes public portal and up to 5 customized forms/links on customer website for citizens and contractors to submit permit requests, license requests, and make payments.	\$1000	Annual
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.





sales@iworq.com

(888) 655-1259

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com

Fax: 1 (866) 379-3243

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.





sales@iworq.com
(888) 655-1259

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

5. SET-UP & BILLING INFORMATION

5.1 Implementation information

Primary Contact(s) Cameron Cole

Phone 509.786.5611 Cell _____ Email cameron.cole@co.benton.wa.us

5.2 Billing information

Billing Contact Benton County Information Technology Phone 509.786.5603 Cell _____

Email central.services@co.benton.wa.us Prefer to receive invoice by email? Yes No

Billing Address P.O. Box 608

City Prosser State WA Zip 99350

PO# 20161212-T1 (if required) Tax exempt ID# _____

6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.





sales@iworq.com

(888) 655-1259

(Phone)

(Mobile)

(Email)

(Signature)

(Print Name & Title)

(Date)



n. Purchase of CallMaker & CallReader Software from Techline Communications for Clerk's Office

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	December 20, 2016	Execute Contract	_____
Subject:	Techline CallMaker/Call Reader	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	Teri Holmes	Other	_____
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The Benton County Clerk utilizes Liberty for digital document preservation. The Clerk has requested the purchase from TechLine Communications, Inc., CallMaker/CallReader add-on software to supplement Liberty functionality. This add-on provides an automated utility for clerks and judges to build and access docket user interface.

SUMMARY

The installation and implementation of this additional piece of software will be a value to the Clerk and Judges in building dockets. Funds are available in the Clerks 2015-2016 budget and Clerk Collections Fund 2015-2016 budget.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

To be co-funded by Benton County Clerks department and Clerks Collection fund.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF CALLMAKER AND CALLREADER ADD-ON SOFTWARE FROM TECHLINE COMMUNICATIONS, INC., SEATTLE, WA

WHEREAS, The Benton County Clerk's Office utilizes Liberty, a document imaging system to preserve and make accessible archival records; and

WHEREAS, it is desirable to purchase additional automated utilities, CallMaker / CallReader to supplement LibertyNet and OnBase; and

WHEREAS, TechLine Communications is the only authorized reseller for this software; and

WHEREAS, a quote was received from TechLine Communications Inc., Seattle WA in the amount of \$5,000 excluding W.S.S.T.; and

WHEREAS, Information Technology and Benton County Clerk recommend these additional features be purchased to supplement the Liberty document imaging system 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 and authorizes the purchase of CallMaker/CallReader for LibertyNet and OnBase from TechLine Communications, Inc., in an amount not to exceed \$5,000.00 excluding WSST to be co-funded by Benton County Clerk department and Clerk Collections Fund 2015-2016 budget.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____

Constituting the Board of County Commissioners
of Benton County, Washington



TECHLINE

COMMUNICATIONS, INC.

1010 Turner Way E Seattle, WA 98112
Phone: (206) 527-3450 * Fax: (206) 522-7063
Email: chrisp@techlineinc.com

QUOTE

Quote # AAAQ1089
Date 12/12/2016
Sales Rep. chrisp

Quote To:

Benton County
Josie Delvin
7122 West Okanogan Place

Ship To:

Benton County
Josie Delvin
7122 West Okanogan Place

Kennewick WA 99336

Kennewick WA 99336

Qty	Description	Unit Price	Ext. Price
1	Techline CalMaker/CalReader for LibertyNet and OnBase Provides automated utility for clerks and judges to build and access docket user interface that integrates with both LibertyNet and OnBase	\$5,000.00	\$5,000.00
SubTotal			\$5,000.00
Sales Tax			\$430.00
Total			\$5,430.00

Prices subject to change. Quote is valid for 30 days except any special pricing with dated deadlines. This pricing information is confidential. Fax Purchase Orders to: (206) 522-7063. Hourly Rates are based upon 40 Hours per week during business hours 8 AM-5 PM, Mon-Fri, except holidays. Non-business hour services are provided on a scheduled or "when available" basis. Unused or bundled service hours may be used up to 12 months from the date of installation. Customer agrees to pay Techline Communications, Inc's attorney fees and costs incurred to collect the unpaid balance due under this purchase order, and also agrees that exclusive jurisdiction and venue for any such action shall be King County, Washington. Interest at the rate of 1.0% per month will be due on all past accounts.

**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 Dec 20 2016 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 to indigent defendants charged with crimes in Benton County Superior Court. In the case of such defendants charged with the crime of aggravated murder in the first degree, such public defense services must be provided by an attorney who meets special court rule-based qualifications. There are very few attorneys in the state who meet such qualifications. Attorney Michael Iaria meets the qualifications to provide criminal defense services on aggravated murder cases, and has agreed to provide public defense services in the pending case of State v. Teresa Wiltse, Benton County Superior Court case number 16-1-01265-9 which has been filed as an aggravated murder case. The hourly rate of \$175, as listed in the proposed agreement, is reasonable in light of the qualifications necessary for this type of case, the lack of qualified attorneys in the region, and the level of cooperation offered by attorney Iaria based on work he has performed for Benton County in past cases.

SUMMARY

Proposed professional services agreement retains the services of attorney Michael Iaria, an attorney qualified under court rule to provide criminal defense services on aggravated murder in the first degree cases, to represent Teresa Wiltse, an indigent defendant presently charged with aggravated murder in the first degree.

RECOMMENDATION

Execute agreement as proposed, approve resolution.

ANTICIPATED FISCAL IMPACT

Up to \$10,000 in the 2015-2016 biennium. Impact on next biennium will depend on whether death penalty is sought by the prosecution.

RESOLUTION
BENTON COUNTY RESOLUTION NO _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY MICHAEL IARIA FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT IN THE CASE OF STATE OF WASHINGTON VS TERESA WILTSE, A DEFENDANT CHARGED WITH AGGRAVATED MURDER IN THE FIRST DEGREE

WHEREAS, Benton County (' County') is obligated by law to provide public defense services in Benton County Superior Court and specifically is obligated to provide specially qualified defense counsel in cases where an indigent defendant is charged with the crime of aggravated murder in the first degree and

WHEREAS, per Benton County resolution 2012-677 The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural engineering or design services) 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, attorney Michael Iaria (Attorney) has expressed interest in providing contract public defense services as detailed above and after due consideration Attorney was selected for contract award, and

WHEREAS, as represented by Attorney and to the best knowledge of the County Attorney meets all requisite professional legal and rule-based standards for providing the public defense services as detailed above including qualifications under applicable court rule to provide public defense services on aggravated murder in the first degree cases, and

WHEREAS, it therefore appears to be in the best interests of the County to contract with Attorney for the public defense services as detailed above and in the proposed professional services agreement,

NOW THEREFORE, BE IT RESOLVED THAT contract BCSC1600MPI001M with maximum Hourly compensation of \$175 plus trial per diems, and other allowable costs and expenses be executed as presented

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest
Clerk of the Board**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO
TERESA LEE WILTSE,
AN INDIGENT DEFENDANT CHARGED WITH AGGRAVATED
MURDER IN THE FIRST DEGREE
BCSC1600MPI001M**

THIS AGREEMENT is entered into by and between **Michael P Iaria**, attorney at law, Washington State Bar Association #15312 ("Attorney") dba **Law Office of Michael Iaria, PLLC** and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision (County), for and on behalf of the Benton County Superior Court

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

- A The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries specifically to the defendant Teresa Lee Wiltse (Defendant) in the case of *State of Washington v Teresa Lee Wiltse* Benton County Cause No 16-1-01265-9 (The Matter')
- B Attorney is engaged in the private practice of law has direct experience in litigating cases involving persons charged with felony criminal offenses has specific training and experience which has qualified Attorney for inclusion in the Washington State Supreme Court's death penalty qualified defense counsel list' pursuant to Special Proceedings Rule 2 (SPRC 2") and is still currently on said list and desires to contract with the County to provide legal services to Teresa Lee Wiltse in Benton County Cause No 16-1-01265-9

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

1 **AGREEMENT TERM** This Agreement shall be deemed effective for all purposes as of **November 22, 2016** and shall continue thereafter until the deadline for the filing of a Special Sentencing Proceeding notice (in The Matter) has passed without such a notice being filed or if a Special Sentencing Proceeding notice has been filed until the full completion of the matter with a trial, guilty/no-contest plea or dismissal unless earlier terminated pursuant to the applicable terms and provisions of this Agreement

2 **ATTORNEY'S OFFICE LOCATION**

a Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **1111 3rd Ave Ste 2220, Seattle, WA 98101** Attorney's current local office telephone and fax numbers are **(206) 400-7576** and **(206) 274-4939** respectively and Attorney's current office/work e-mail address is **mpi@iaria-law.com**

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

a As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington, meets the standards as adopted by the Washington State Supreme Court for counsel assigned to death-penalty cases and is currently on the list of such defense counsel as maintained by the Washington State Supreme Court, has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance, has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance, 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 other jurisdiction at any time in the past, and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted, in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person, in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder, or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3 a (i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c Attorney represents warrants and certifies that Attorney has read and fully understands the requirements of RCW 13 40 570 (sexual misconduct by state employees contractors) and all sex offense crimes included in RCW Chapter 9A 44 Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct

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

e Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business

4 OTHER INDIGENT DEFENSE COUNSEL

Attorney understands and acknowledges that other counsel namely Sam Swanberg WSBA #22352 has already been appointed to The Matter and will continue to serve as counsel of record even during periods of time when Attorney is working on the case Attorney further understands and acknowledges that his role prior to the filing (if any) of a Special Sentencing Proceeding notice shall be as lead counsel pursuant to SPRC 2

In the event that a Special Sentencing Proceeding notice is filed then Attorney shall continue on as attorney of record on the matter and as lead counsel pursuant to SPRC 2 until the conclusion of the case as described in the Agreement Term section herein

In the event that the deadline for Special Sentencing Proceeding notice passes without such notice being filed or the Prosecuting Attorney affirmatively represents to the Court that such notice will not be filed then Attorney's representation on this case shall come to an end and Attorney shall withdraw from the Matter as attorney of record or if necessary the Office of Public Defense shall request that the court order such a withdrawal

5 CASE APPOINTMENTS **This section is inapplicable to this agreement but remains for numbering consistency reasons **

6 CONTINUED REPRESENTATION

Attorney has a duty to continue providing professional defense representation services on The Matter until this Agreement is terminated upon its terms or Attorney provides the County with 60 days advance written notice of desire to terminate the Agreement and the court authorizes Attorney to withdraw from the case

7 **NUMBER OF APPOINTMENTS** This Agreement only governs Attorney's appointment to The Matter and does not obligate Attorney to accept any other case appointments and further does not govern any such other case appointments in any way

8 **CASE EQUIVALENTS** Attorney shall be compensated for his services on an hourly basis under this Agreement so case equivalent calculations are irrelevant

9 **CLIENT ELIGIBILITY** The court has determined Defendant to be eligible for appointment of a public defender Attorney is under no obligation to make any further inquiry as to eligibility or to report any information so pertaining

10 **CONFLICTS** By executing this Agreement Attorney certifies and represents that he knows of no ethical conflicts of interest that would interfere with his ability to represent Defendant on The Matter to the best of his professional ability

11 **SCOPE OF REPRESENTATION, FILE RETENTION, CONVICTION OF CRIMINAL OFFENSE** Attorney agrees to and shall represent Defendant with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis

12 **COMPENSATION**

a As sole and exclusive compensation Attorney shall be compensated in the amount of \$175 for each hour expended in providing professional services under this Agreement Attorney may also bill for time incurred by his staff paralegal in direct support of the Matter at the rate of \$75 per hour Billing shall clearly state the activity undertaken for each time entry and such time entries shall be rounded to the nearest 1/10th of an hour intervals

b As a precondition to Attorney receiving payment of the compensation specified under paragraphs 12 a above Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) Attorney's administrative time expended to prepare, submit and process claims for compensation shall not be billable to the County All claims for compensation shall be subject to the PDM's review and final approval for payment Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period

c If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s) the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval (Dispute Notice) Upon Attorney's receipt of a Dispute Notice Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes and desires to have the PDM reconsider the Dispute Notice and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including without limitation

full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice which court-filed documents the parties hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice) If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation If Attorney duly responds to a Dispute Notice within said ten (10) day period and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below

13 **HOMICIDE/PERSISTENT OFFENDER CASES** **This section is not applicable to this Agreement by is maintained for numbering consistency purposes **

14 **COSTS AND EXPENSES**

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

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g. private investigator psychologist/psychiatrist interpreter testing lab or expert witness) to be compensated directly by the County provided that however Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses) nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure provided that in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel meals and lodging any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration

(ii) In addition to any other prerequisites imposed by court rules procedures or standards as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14 b either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request) Attorney's administrative time expended to prepare submit and process claims shall not be billable to the County All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period

(iii) Notwithstanding any other provisions to the contrary Attorney shall be permitted to incur reimbursable expenses for copies scanning postage and delivery and vehicle mileage incurred in traveling to court appearances for investigations and to meet with experts without pre-approval as long as such expenses are reasonable and necessary for the provision of the professional services contemplated by this Agreement or for the effective defense of Defendant in the Matter

15 **ADDITIONAL ASSISTANCE** **This section is inapplicable to this Agreement but is maintained for numbering consistency purposes **

16 **INDEMNIFICATION AND HOLD HARMLESS** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives officers employees and agents from and for any and all losses damages costs charges claims demands suits or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person employee agent contractor or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts defaults errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives officers employees or agents at any time on account of or by reason of any such acts defaults errors and/or omissions Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs charges attorneys fees and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives officers employees or agents in such suits or other legal proceedings provided that however the County shall at all times retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this

paragraph for purposes of this paragraph Attorney waives with respect to the County only any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement

17 **INSURANCE**

a Attorney shall obtain and maintain at Attorney's sole cost and expense a policy of professional liability insurance in an amount of not less than \$1 000 000 00 per claim nor less than \$1 000 000 00 in the aggregate during the policy term and with a maximum deductible of not more than \$10 000 00

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) employed by Attorney or otherwise on staff with Attorney's law firm acting for or on behalf of Attorney in the performance of this Agreement shall provide professional liability insurance coverage for any acts errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement and shall be issued by an insurance company rated A- or better by A M Best authorized to conduct business and issue insurance in the state of Washington

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17 a throughout the entire term of this Agreement throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder

c Contemporaneously with Attorney's execution of this Agreement Attorney shall provide the County with copies or certificates of the insurance policy and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policy and coverage continue to exist no later than thirty (30) days after the policy's annual renewal date(s)

18 **COMPLAINTS, PERFORMANCE MONITORING** In the event that the PDM another employee/representative of the County's Office of Public Defense or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client a written dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint copies of which shall be provided to the PDM

a Upon receiving such complaint the PDM without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement shall promptly forward a copy of the complaint to Attorney and request Attorney's written dated and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days) The PDM shall then review the complaint and Attorney's response

thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been or is in the process of being addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

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

19 TERMINATION

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

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

b. In addition to the above referenced automatic termination provisions the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure which notice shall specify the reason(s) for

the notice the act(s) necessary to cure Attorney s failure(s) and the consequence if the failure(s) is/are not cured within said ten (10) day period (e g , termination without further notice or potential termination upon further notice) The County s right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County

c In addition to the foregoing provisions regarding termination, any of the following occurrences shall also automatically result in termination of this Agreement

(i) Attorney s voluntary withdrawal from the Matter due to a conflict of interest or other professional reason

(ii) The expiration of the time period allowed for the Prosecuting Attorney to file Notice of Special Sentencing Hearing without such Notice being filed or the filing of express notice from the Prosecuting Attorney that such Special Sentencing Hearing will not be sought

(iii) The removal by order of the Court from representation on this Matter for any other reason

d In any event regardless of the manner in which this Agreement is terminated Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated provided that Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the final effective date of termination

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

21 **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS** Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement nor shall Attorney assign subcontract out or otherwise delegate any of Attorney s rights responsibilities or obligations under this Agreement

22 **VACANCY AND REPLACEMENT** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above the County may initiate implement and pursue any actions or process deemed appropriate/necessary to seek select

and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court

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

24 **TEMPORARY JUDICIAL SERVICE** Subject to and without limiting/waiving Attorney's duties and obligations under this Agreement Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court provided that and on the indispensable condition that it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion

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

26 **CAPTIONS, TIME COMPUTATION**

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

b Unless otherwise expressly specified herein any period of time specified in this Agreement shall expire at 5 00 p m (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday Sunday or a legal holiday as prescribed in RCW 1 16 050 in which event the specified period of time shall expire at 5 00 p m (PTZ) of the next business day Unless otherwise expressly specified herein as being business days only any period of time specified in this Agreement shall mean and be calculated to include calendar days

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

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

29 **SEVERABILITY** In the event that any one or more provisions contained in this Agreement shall for whatever reason be determined by arbitration to be invalid illegal or

unenforceable in any respect such invalid illegal or unenforceable provision(s) shall not affect any other provision hereof and this Agreement shall nevertheless be construed and enforced as if such invalid illegal or unenforceable provision(s) were not contained herein

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

31 **DISPUTE RESOLUTION**

a The parties hereby specifically waive release and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to or arise from this Agreement and regardless of whether money damages equitable relief or any other type of relief is being sought Provided however if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31 the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs

b Accordingly in furtherance of the parties above-stated agreement to submit any and all claims and disputes to non-judicial resolution in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement or that in any other way relates to or arises from this Agreement either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes The mediation shall occur within thirty (30) days of the mediation demand unless the parties mutually agree otherwise The County shall pay one-half of the mediator's fees and expenses and Attorney shall pay the other one half of such fees and expenses

c In the event that mediation proves unsuccessful in resolving the dispute the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7 04A A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or in the absence of agreement each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) The County shall pay one-half of the fees and expenses of the arbitrator(s) and Attorney shall pay the other one-half of such fees and expenses The provisions of RCW Chapter 7 04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure except as to the right of appeal which shall not be applicable Within ten (10) business days after the unsuccessful mediation session the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s) unless the parties mutually agree otherwise The

arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs, and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs, and expenses from the other party.

32 NOTICES

a Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address, mailed to the County's PDM at his below-stated office address via certified U.S. mail, postage prepaid, or emailed to the County's PDM at the below-stated official email address for notices:

Eric Hsu, Public Defense Manager
Benton County Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

b Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address, mailed to Attorney at his/her business address set forth in paragraph 2 a above, via certified U.S. mail, postage prepaid, or emailed to Attorney at his/her business email address set forth in paragraph 2 a.

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

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

34 **PUBLIC DEFENSE MANAGER** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate monitor and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement Attorney agrees to reasonably cooperate with the PDM (and his designees) and to promptly comply with reasonable requests from the PDM (and/or his designees) to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement

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

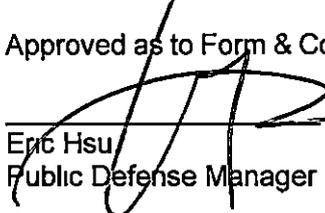
For Benton County	For Attorney
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Chair	Date	 Michael Paul Iaria WSBA #15312	12/6/2016 Date
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Chair Pro Tem

Member
Constituting the Board of Commissioners for
Benton County WA

Approved as to Form & Content

 Eric Hsu Public Defense Manager	12/12/16 Date
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**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"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" 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 12/20/16 Presentation length Presenting elected office/department OPD Prepared by Eric Hsu Reviewed by Loretta Smith-Kelty	

BACKGROUND INFORMATION

An increase in medical insurance was not accounted for in the medical insurance line items. The proposed line item transfer is necessary to meet payroll for December 2016.

SUMMARY

Line item transfer necessary to supplement the medical insurance line items.

RECOMMENDATION

Approve line item transfer as proposed.

ANTICIPATED FISCAL IMPACT

None

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

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

Dept Nbr

Fund Name

Fund Nbr

TRANSFER FROM Dept 136

TRANSFER TO Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515 919	4163	SC Indigent Defense	\$50	515 910	2103	Medical Insurance	\$30
				515 919	2103	Medical Insurance	\$20
TOTAL			\$50	TOTAL			\$50

Explanation

Transfer necessary to supplement medical insurance increase

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
PARK DEVELOPMENT FUND NUMBER 0110-102, 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

C. McKenzie

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
576-810	4102	Contract Services	\$7,000	594-760	6401	Capital Outlay	\$7,000
TOTAL			\$7,000	TOTAL			\$7,000

Explanation:

Per Resolution 2016-744 to pay for a a new shelter at Two Rivers Parks

Prepared by:

Date:

Approved

Denied

Date: 12/20/2016

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING CASTLEBRANCH, INC. A PERSONAL SERVICE CONTRACT FOR EMPLOYMENT SCREENING/BACKGROUND CHECKS

WHEREAS, per resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or formal competitive bidding procedure, but 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 County runs employment background checks on all employees to ensure the safety and security of Benton County's assets, employees, and the public; and

WHEREAS, CastleBranch, Inc. will take responsibility for performing services in a timely and accurate manner consistent with that of a professional employment screening agency as well as at a more competitive price than the current employment screening agency; and

WHEREAS, the Personnel Resources recommends entering into a contract from January 1, 2017 for the term of 3 years, thereafter, remain in effect for a series of like periods unless either party notifies the other party of its wishes to terminate the Agreement at least 30 days prior to the expiration of the initial or subsequent term **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Personnel Resources Department's recommendation and hereby awards the Service Agreement to CastleBranch, Inc. in the amount of \$16.50 per screen not to exceed \$8,000; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioner authorizes Lexi Wingfield, Personnel Manager, to sign the attached Service Agreement, Client Acknowledgment and 72 hour or Free Addendum; and

BE IT FURTHER RESOLVED, the term of the agreement commences January 1, 2017 with a term of 3 years, thereafter, remains in effect for a series of like periods unless either party notifies the other party of its wishes to terminate the Agreement at least 30 days prior to the expiration of the initial or subsequent term.

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



CastleBranch

The Power to Make Informed Decisions.

FAX COVER SHEET

To: CastleBranch, Inc.

Attention:

Fax: 910.772.1528

Email:

From: Benton County

Re: Account Set Up

Pages: (Including Cover)

Date: 11/29/2016

Please fill out the attached service agreement to set up your account.
Fax it along with this cover page to 910.772.1528. List any additional users below.

User 2 Name: Lexi Wingfield

Title: Personnel Manager

Phone: 509-737-2777

Fax: 509-737-2778

Email: lexi.wingfield@co.benton.wa.us

User 3 Name: Karlee Ainsworth

Title: Personnel Assistant

Phone: 509-737-2777

Fax: 509-737-2778

Email: karlee.ainsworth@co.benton.wa.us

Notes:

Thank You!



CastleBranch

The Power to Make Informed Decisions.

CLIENT ACKNOWLEDGMENTS

Each link below contains important information that is required by the Fair Credit Reporting Act (FCRA). Please review the information provided within each link prior to signing below.

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

http://www.castlebranch.com/pdf/information_center/NoticeToUsersOfConsumerReports.pdf

Summary of Your Rights Under the FCRA

https://www.castlebranch.com/pdf/information_center/A_Summary_of_Your_Rights_Under_the_FCRA.pdf

Remedying the Effects of Identity Theft

http://www.castlebranch.com/pdf/information_center/RemedyingTheEffectsofIdentityTheft.pdf

Disposal of Consumer Report Information and Records

http://www.castlebranch.com/pdf/information_center/16_CFR_Part_682_disposal.pdf

By signing below, I acknowledge that I have been provided with the following FCRA required FTC prescribed documents:

1. Notice to Users of Consumer Reports: Obligations of Users under the FCRA
2. A Summary of Your Rights Under the Fair Credit Reporting Act
3. Remedying the Effects of Identity Theft
4. Disposal of Consumer Report Information and Records.

Signature: _____

Date: _____



CastleBranch

The Power to Make Informed Decisions.

SERVICE AGREEMENT

The undersigned agrees that all reports submitted and received will be subject to the following conditions. All reports will be kept strictly confidential, no information from reports will be revealed to any other person, except a person whose duty requires him to pass on the transaction in relation to which the report was ordered. No information will be requested for the use of any other person. Requests for report information from the person reported on, or his representative, will be referred to Castle Branch, Inc. for disclosure as provided under the Fair Credit Reporting Act, the American with Disabilities Act or other applicable laws. The Undersigned acknowledges their responsibilities regarding the protection of consumer data. Per the Fair Credit Reporting Act (FCRA), these responsibilities include: 1) limiting dissemination of consumer information to only those with legitimate need, permissible purpose, and authorization from consumer; 2) obtaining, retaining, using and destroying consumer data in a confidential manner; and 3) destroying data in a secure manner. The undersigned understands that Castle Branch, Inc. requires and will electronically obtain, in specific circumstances, additional signed disclosure agreements from applicants. In addition to disclosures, the undersigned agrees to obtain consent from all applicants by way of disclosure and release for unless otherwise obtained by Castle Branch, Inc. The undersigned agrees to follow Fair Credit Reporting Act (FCRA) "Adverse Action" process when applicable including; (1) providing preliminary adverse action notice to applicant, along with a copy of their consumer report and a summary of rights per Fair Credit Reporting Act (FCRA), (2) allow applicants a designated period of time to dispute information provided in report, (3) provide applicant with Castle Branch, Inc. contact information, (4) provide final adverse action notice to consumer if a final adverse employment decision is made. The undersigned certifies that these reports will be ordered only when intended to be used for employment purposes, or in connection with a legitimate business or association's need in connection with transactions involving the consumer or public. The undersigned certifies that all Consumer Report Information requested by, delivered to, and used pursuant to this Agreement shall meet one of the specified Permissible Purposes listed in section § 604 Permissible purposes of consumer reports of the Fair Credit Reporting Act (FCRA). The undersigned acknowledges that Castle Branch, Inc. is not legal counsel and does not provide legal advise. Castle Branch, Inc. strongly encourages the undersigned to work with their legal counsel to ensure overall screening program compliance. The undersigned agrees to comply with any all applicable state and federal law concerning access to or use of motor vehicle records, credit reports, drug testing, criminal records or any other related reports governed by the individual states or by the Federal Government of the United States. In this regard, the undersigned will cooperate with Castle Branch, Inc. in monitoring the use of such reports. The undersigned agrees to hold Castle Branch, Inc., its officers, employees and any company Castle Branch, Inc. uses to obtain reports, harmless from and against any expense or damages resulting from the publishing of report information contrary to these conditions. The undersigned understands that all information provided by Castle Branch, Inc. is only current as of the date provided and is made available on an "as is" basis. The undersigned understands that Castle Branch, Inc. cannot be responsible for the record keeping practices of third parties such as, but not limited to; the department of motor vehicles, county, state and federal courts, state repositories, state and regional prisons, local police stations, federal bankruptcy courts, federal civil courts, state medical boards, drug testing facilities and other professional licensing organizations, and other local, state and federal organizations. The undersigned recognizes that information is secured by and through fallible human sources. The undersigned agrees to release Castle Branch, Inc., it's officers and employees from liability for any errors and or omissions contained in reports prepared by third parties and from any loss or expense suffered by the undersigned directly or indirectly from Castle Branch, Inc. reports. The undersigned agrees that this letter constitutes all conditions of service and of reporting, present and future applies to all reports made by Castle Branch, Inc. and is binding in all 50 states. The undersigned agrees to pay all bills for services according to the rate schedule in effect at the time such services are rendered, within fifteen days from the date of invoice and a one and one half percent (1 1/2%) per month late charge for payments made past that date. In the event of non-payment after 90 days, the undersigned agrees to pay the balance of all bills immediately. Furthermore, the undersigned agrees to pay all attorneys' fees, litigation costs, court costs and/or collection fees associated with the collection of delinquent accounts. No changes in these conditions may be made except by consent in writing of an officer of Castle Branch, Inc.

Please Print: Primary Contact Information

(Primary Contact will be responsible for day-to-day communications)

Company Name: Benton County
Primary Contact: Lexi Wingfield
Title: Personnel Manager
Phone: 509-737-2777
Fax: 509-737-2778

Address: 7122 W Okanogan Pl, Bldg A
City, State, Zip: Kennewick WA 99336
Signature: _____
Date: _____
Email: lexi.wingfield@co.benton.wa.us

Please Print: Billing Information

Billing Contact: Karlee Ainsworth
Title: Personnel Assistant
Billing Address: 7122 W Okanogan Pl, Bldg A
City, State, Zip: Kennewick WA 99336

Phone: 509-737-2777
Fax: 509-737-2778
Email: karlee.ainsworth@co.benton.wa.us



72 Hours or Free Addendum

Organization Name: Benton County CAC (office use only): _____
Authorized User Name: Lexi Wingfield Title Personnel Manager

At CastleBranch we are committed to helping our clients meet their objectives. As part of this commitment, we are now dedicated to offering our clients a 72 hour* turn around time guarantee on most of our products and services** or else it is free.

- This commitment is only offered to clients that order online, any orders that are submitted via fax are exempt from this commitment.
- Requesting a refund: It is the client's responsibility to notify Castle Branch Inc. when a credit is due.
- Only the line item that is delayed will be credited, not the entire package
- If an order is provided with incomplete or inaccurate information, all items in the order will be excluded from said commitment and not eligible for credit.
- If an alert is issued to clarify information on an order, the time on the 72 hour clock will start only *after* the client responds to the alert with the appropriate information needed to process the order.
- If an order is submitted with all required information and an alert is not required to confirm information on the order, turn around time is defined as the time from which the order was first placed to the time the order is returned to the client.

*72 hours is business hours only-weekends and holidays do not apply

**Not all products and services are included in this guarantee. Please click on the link www.castlebranch.com/pdf/ExclusionsList.pdf to see all excluded products and services from this guarantee. Also, an up to date copy of the exclusions document can be found within the client library under the document name "Extended TAT over 72 hours". This exclusion document is subject to change without notification and it is the client's responsibility to review any updated copies within the client library.

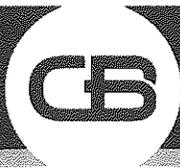
This Addendum is entered into only with parties who have executed an underlying Castlebranch Service Agreement. This Addendum merely supplements the existing Service Agreement between the parties. Except to the extent that this Addendum expressly conflicts with the terms of the Service Agreement, it does not modify, amend or delete any existing term of the Service Agreement including terms of payment. This Addendum shall be interpreted with the Service Agreement to form one agreement.

By signing below, I confirm that I acknowledge all terms and conditions as outlined above. I further understand that at any point during the background screening process I can log on to my account and view the current status of applicant results, as well as any updated copy of the exclusion document as mentioned above.

Authorized User Signature

Date

Approved as to form



QUOTE

County of Benton

November 4, 2016

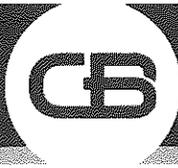
EMPLOYMENT SCREENING SOLUTIONS

Prepared By:
Billy Chestnutt
Account Executive
CastleBranch
888.723.4263, ext. 7521
billyc@castlebranch.com



CastleBranch
The Power to Make Informed Decisions.

phone: 888.723.4263
fax: 910.772.3528
CastleBranch.com



QUOTE

Applicant Package	
National Record Indicator w/ Sex Offender Registry (Flat Rate)	
Social Security Alert	
Residence History Report	
Package Price: \$16.50	

Drug Testing Services	
LabCorp 5-10 Panel Urinalysis Drug Test	\$29.00
LabCorp DOT 7 Panel Urinalysis Drug Test	\$32.00

Product Descriptions:

PRODUCT	DESCRIPTION
National Record Indicator with Sex Offender Index	The National Record Indicator is a database compiled of criminal records for 44 states and the District of Columbia. Information reported from the database can vary significantly from state to state. The National Record Indicator also includes State Sex Offender Registries from all 50 US states. As per FCRA Guidelines, any records that show on the NRI, will be confirmed on the county level. There will be no additional charge for the county confirmation. For more detailed information concerning the availability of records from each state within the National Record Indicator, please contact your Account Representative. <i>Please note that criminal records from all states are not available on the Nationwide Record Indicator (for example: North Carolina Criminal records are no longer provided due to state legislation).</i>

Product Continued:

PRODUCT	DESCRIPTION
Social Security Alert	A social security alert reports any names that are associated with a particular social security number.
Residency History	A residency history provides a detailed account of an applicant's prior addresses and establishes a road map of where to search for an applicant's criminal history.



CastleBranch
The Power to Make Informed Decisions.

phone: 888.723.4263
fax: 910.772.1528
CastleBranch.com

s. Appointment of PayneWest Insurance as Broker/Agent for Insurance Policies and Bonds

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>12/20/2016</u>	Execute Contract	_____	Consent Agenda	<u>X</u> _____
Subject:	<u>PayneWest</u>	Pass Resolution	<u>X</u> _____	Public Hearing	_____
	<u>Broker/Agent</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>Appointment</u>	Pass Motion	_____	2nd Discussion	_____
Prepared by:	<u>L. Wingfield</u>	Other	_____	Other	_____

BACKGROUND INFORMATION

This resolution appoints PayneWest Insurance as the broker/agent for certain insurance policies and/or bonds requested by Benton County. Compensation will be from commissions received by PayneWest from the respective insurance and/or bond companies providing the insurance policies and/or bonds. If any bonds or insurance is purchased for Benton County where a commission is not paid by the insurance and/or bond company, a commission fee may be negotiated for less than \$10,000. Any fees above \$10,000 will be approved by the Board of Commissioners prior to purchasing.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners to sign the resolution.

FISCAL IMPACT

The cost of the policies and bonds for 2017 shall not exceed \$97,000. Any commission fee shall not exceed \$10,000 without the Board of Benton County Commissioners approval.

No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTING PAYNEWEST INSURANCE AS THE BROKER/AGENT OF RECORD FOR INSURANCE POLICIES AND/OR BONDS AS REQUESTED BY BENTON COUNTY.

WHEREAS, if requested by Benton County, PayneWest Insurance shall act as Benton County's agent and/or broker for insurance policies and/or bonds for 2017; and

WHEREAS, PayneWest Insurance's compensation will be from commissions received by PayneWest Insurance from the respective insurance or bond companies providing the applicable insurance policies and/or bonds for Benton County; and

WHEREAS, if insurance policies or bonds are obtained for Benton County from insurance and/or bond companies that do not pay commission, the Board of Benton County Commissioners authorizes the acting Risk Manager or designee to negotiate a fee prior to the purchase of insurance policies and/or bonds; and

WHEREAS, the Board of Benton County Commissioners authorizes insurance and bond payments for 2017 in an amount not to exceed \$97,000 to PayneWest Insurance for acting as Benton County's agent and/or broker; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners authorizes insurance policies and/or bond payments for 2017 in an amount not to exceed \$97,000 to PayneWest Insurance for acting as Benton County's agent and/or broker for requested insurance policies and/or bonds; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners authorizes the acting Risk Manager or designee to negotiate a fee not to exceed \$10,000 prior to the purchase of insurance policies and/or bonds where the insurance and/or bond company does not pay a commission; and

BE IT FURTHER RESOLVED, that any negotiated commission fee which exceeds \$10,000 shall be approved by the Board of Benton County Commissioners prior to the purchase of insurance policies and/or bonds where the insurance or bond company does not pay a commission.

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 117

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

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:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	1337	Chief Deputy, Criminal	\$8,000	515.300	3101	Supplies	\$8,000
515.300	1354	Legal Secretary II	\$15,200	515.300	4101	Legal Services	\$9,000
515.300	1344	Deputy Prosecuting Attorney	\$150	515.300	4102	Contract Services	\$6,200
515.300	1563	Deputy Prosecuting Attorney	\$3,000	515.300	4107	Messenger Service UPS	\$150
515.810	4103	Professional Services	\$27,000	515.300	4109	Witness Fees	\$3,000
515.300	1705	Deputy Prosecuting Attorney	\$16,000	515.300	4120	Expert Witnesses	\$27,000
515.300	4503	Rentals - Office Equipment	\$665	515.300	4127	Evidence & Breifing	\$16,000
515.300	1345	Deputy Prosecuting Attorney	\$10,000	515.300	4593	Automobile Rental	\$665
515.810	4201	Postage	\$9,000	515.300	4901	Association Dues	\$10,000
515.300	1830	Deputy Prosecuting Attorney	\$2,700	515.300	4905	Training	\$9,000
				515.300	4906	Print Bindery	\$2,700
TOTAL			\$91,715	TOTAL			\$91,715

Explanation:

Transfer needed to cover shortfalls seen within Supplies and Services

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, DEPARTMENT NUMBER 117,
AND RESCINDING RESOLUTION 2016-948

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

BE IT FURTHER RESOLVED, resolution 2016-948 is hereby rescinded.

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:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	1335	Deputy Prosecuting Attorney	\$43,400	515.300	1338	Chief Criminal Deputy	\$8,000
515.300	1830	Deputy Prosecuting Attorney	\$30,000	515.300	1340	Legal Secretary Supervisor	\$4,200
515.300	1828	Legal Secretary V	\$20,000	515.300	1343	Deputy Prosecuting Attorney	\$5,700
515.300	1347	DPA (DUI Grant)	\$16,000	515.300	1349	Legal Secretary III	\$2,400
515.300	1357	Legal Secretary V	\$9,300	515.300	1351	Deputy Prosecuting Attorney	\$5,900
515.300	1337	Chief Deputy, Criminal	\$6,650	515.300	1356	Deputy Prosecuting Attorney	\$3,700
515.320	1339	Legal Support Analyst	\$17,675	515.300	1359	Legal Secretary II	\$1,000
515.320	1350	Senior Civil Deputy	\$11,825	515.300	1362	Legal Secretary V	\$3,200
515.300	1799	Deputy Prosecuting Attorney	\$23,850	515.300	1375	Deputy Prosecuting Attorney	\$6,200
				515.300	1704	Legal Secretary V	\$3,100
				515.300	1792	Deputy Prosecuting Attorney	\$6,500
				515.300	1794	Legal Secretary II	\$2,600
				515.300	1801	Bilingual V/W Coordinator	\$15,000
				515.300	1829	Deputy Prosecuting Attorney	\$6,200
				515.300	2102	Social Security (FICA)	\$14,000
				515.300	2103	Medical Insurance	\$21,000
				515.300	2104	Retirement	\$10,000
				515.311	1358	Child Interviewer	\$4,500
				515.311	2102	Social Security (FICA)	\$275
				515.311	2103	Medical Insurance	\$1,200
				515.311	2104	Retirement	\$675
				515.320	1342	Senior Civil Deputy	\$14,000
				515.320	1360	Deputy Prosecuting Attorney	\$6,100
				515.320	1795	Deputy Prosecuting Attorney IV	\$4,900
				515.320	2103	Medical Insurance	\$4,400

EXHIBIT "A"

				515.320	2104	Retirement	\$100
				515.330	1178	Legal Secretary VI	\$2,800
				515.330	1336	Prosecuting Attorney	\$9,500
				515.330	1341	Office Administrator	\$5,400
				515.330	2102	Social Security (FICA)	\$250
				515.330	2103	Medical Insurance	\$3,100
				515.330	2104	Retirement	\$2,800
TOTAL						\$178,700	
				TOTAL			\$178,700

Explanation:

Transfer needed to cover shortfalls seen within Salaries and Benefits.

Prepared by:

Date:

Approved Denied

Date: _____

Chairman

Member

Member

**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"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" 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 12/20/16 Presentation length Presenting elected office/department OPD Prepared by Eric Hsu Reviewed by Loretta Smith-Kelty	

BACKGROUND INFORMATION

A line item clerical error was made on a previous LIT (Resolution 2016-991)
This resolution will need to be rescinded A corrected LIT is attached

Due to an earlier-than-anticipated hire date for the Executive Assistant (based on available funds in Current Expense) the funds allocated to her salary in the Public Safety Fund are currently insufficient and the proposed line item transfer is necessary to be able to meet payroll for her position for the rest of 2016

SUMMARY

Rescind Resolution 2016-991 due to a clerical line item error Line item transfer necessary to supplement executive assistant salary

RECOMMENDATION

Rescind Resolution 2016-991 and approve line item transfer as proposed

ANTICIPATED FISCAL IMPACT

None

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE TRANSFER OF FUNDS WITHIN
FUND NUMBER 0148101, DEPARTMENT NUMBER 136

NOW THEREFORE, BE IT RESOLVED THAT Resolution 2016-991 be rescinded, and

BE IT FURTHER 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 Public Safety Tax

Fund Nbr 0148101

TRANSFER FROM Dept 136

TRANSFER TO Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515 919	4163	SC Indigent Defense	\$5 831	515 910	1656	Executive Assistant	\$2 945
				515 910	2102	Social Security (FICA)	\$226
				515 910	2103	Medical Insurance	\$2 330
				515 910	2104	Retirement	\$330
TOTAL			\$5,831	TOTAL			\$5,831

Explanation

Corrected LIT - Transfer necessary to supplement executive assistant salary and benefits

Prepared by Eric Hsu

Date 12 Dec-2016

Approved

Denied

Date _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>12/20/2016</u>	Execute Contract	_____
Subject:	<u>Inter Local Agreement – City of Kennewick</u>	Pass Resolution	<u> X </u>
		Pass Ordinance	_____
		Pass Motion	_____
		Other	_____
Prepared by:	<u>MSR</u>	Consent Agenda	<u> X </u>
Reviewed by:		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The City of Kennewick is constructing a roadway know as Bob Olson Parkway (herein “The Parkway”) that connects Steptoe Street with the Southridge area. A portion of The Parkway passes through unincorporated Benton County. The City desires to have The Parkway built to its design standards which includes curbing, gutters, underground storm drainage and street lighting. Due to the rural nature of County roads the Benton County Road Department is not equipped to maintain these improvements.

The County and the City desire to enter into an interlocal agreement that allows the City to build, operate and maintain a City street within unincorporated Benton County until such time that the area is annexed into the City of Kennewick. Through this agreement the City is taking on all responsibility for operation and maintenance of the road and will hold the County harmless from claims arising from such. The County has also agreed to contribute \$130,000 to the cost of the project for benefit it has received to the County road system.

SUMMARY

The City is constructing Bob Olson Parkway through a portion of unincorporated Benton County. An interlocal agreement is needed to allow the City to build, operate and maintain such a roadway and protect the interests of Benton County. The County is contributing \$130,000 to the cost of the project.

RECOMMENDATION

Staff recommends the Board Approve the interlocal agreement with the City of Kennewick and execute 2 copies.

FISCAL IMPACT

\$130,000 is being contributed to the cost of the project. All other costs for construction, operation and maintenance will be borne by the City of Kennewick.

MOTION

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County and the City of Kennewick desire to arrange for the construction, operation and maintenance of Bob Olson Parkway through a portion of unincorporated Benton County; and the Board of Benton County Commissioners deems it to be in the best interests of the County that such an arrangement be carried out according to the provisions, terms and conditions of the attached agreement and that it is in the best interests of the County that the attached agreement be executed; **NOW, THEREFORE,**

BE IT RESOVLED the Benton County Board of Commissioners hereby approves the attached Intergovernmental Cooperative Agreement between Benton County and the City of Kennewick and the Chairman of the Board of County Commissioners is hereby authorized and directed to execute said agreement, a copy of which is attached.

Dated this 20th day of December, 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

INTERLOCAL AGREEMENT
BETWEEN
BENTON COUNTY AND THE CITY OF KENNEWICK
FOR THE
BOB OLSON PARKWAY PROJECT

THIS AGREEMENT is made and entered into this _____ day of December, 2016, by and between the CITY OF KENNEWICK, a municipal corporation (hereinafter "City") and BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. In conjunction with the larger Bob Olson Parkway corridor project, the City is constructing a portion of Bob Olson Parkway located in unincorporated Benton County from approximately the five corners roundabout to section seven, which is the city limit/unincorporated Benton County line. The City is constructing a five-lane arterial with sidewalks, street lights and associated utilities. When finished, Bob Olson Parkway will provide additional connectivity and improved service to the constituents of Benton County. The purpose of this Interlocal Agreement is to permit the City of Kennewick to own and maintain that portion of Bob Olson Parkway and a connecting roadway which are in unincorporated Benton County to city standards under certain terms and conditions as further described herein. Additionally, the County will contribute funds to the City for this portion of Bob Olson Parkway.

2. AUTHORITY. The following information is given pursuant to the provisions of RCW 39.34.030:
 - A. The term of this Agreement shall commence upon execution by both parties and shall expire on or before March 31, 2017;

 - B. The City of Kennewick City Manager or their designee shall be responsible for the administration of this Agreement as provided by Section 3 hereof;

 - C. The purpose of this Agreement is to facilitate the ownership, maintenance and control of a portion of Bob Olson Parkway and another connecting roadway which are located in unincorporated Benton County as well as the County's contribution to this section of the road improvement;

 - D. No separate legal entity will be established as a result of this Agreement. This Agreement shall be administered as provided in Section 3 hereof;

 - E. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in execution of this Agreement shall remain the property of that party initially owning it;

- F. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
3. ADMINISTRATION. This Agreement shall be administered by the City Manager or their designee on behalf of the City and the County Administrator or their designee on behalf of the County.
4. CITY RESPONSIBILITIES. The City shall have the following duties and responsibilities under this Agreement:
- A. Design, acquire necessary right of way, bid and construct that portion of Bob Olson Parkway and a portion of another roadway (collectively referred to hereinafter as the "Parkway") located in unincorporated Benton County from approximately the five corners roundabout to section seven which is the City limit/Benton County line. The City will not be required to deed the right of way for the Parkway located outside the City limits to Benton County. For the purposes of this Agreement the "Parkway" is defined as shown in the attached Exhibit A and as described in the attached Exhibit B. Those exhibits are hereby incorporated into this Agreement by reference. In the event of a discrepancy between Exhibit A and Exhibit B, Exhibit B controls;
 - B. The City is permitted to construct this section of the Parkway to City standards as a five-lane arterial with sidewalks, street lights and associated utilities. Construction of the Parkway will be at the City's cost;
 - C. The City has completed all environmental studies and has obtained all necessary environmental permits to construct the Parkway. The City will ensure that all work is performed in accordance with Washington State Department of Transportation rules, regulations, and standards;
 - D. The City will ensure the contractor complies with all provisions of the contract covering that portion of the Bob Olson Parkway project defined herein as the "Parkway;"
 - E. The City will accept ownership and maintain the Parkway to City standards and at the City's cost. The City's obligation to own and maintain the Parkway will survive termination of this Agreement;
 - F. The City shall hold harmless, defend and indemnify Benton County from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of the City's employees and agents while performing this Agreement, including, but not limited to, claims, suits, and/or actions concerning or touching upon the design, construction, or maintenance of the Parkway. The City's

obligation to hold harmless, defend and indemnify Benton County shall survive termination of this Agreement and shall continue until such a time as the Parkway is annexed into the City.

5. COUNTY RESPONSIBILITIES. The County shall pay \$130,000 to the City as its contribution towards the construction of the Parkway. Within 30 days of the execution of this Agreement the City shall bill the County for the total amount of the contribution noted herein. The County shall pay the invoice within thirty days from receipt of such invoice.
6. PARTIAL INVALIDITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. NO THIRD PARTY RIGHTS. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein. Nothing in this Agreement shall be construed to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of nonperformance hereunder.
8. ENTIRE AGREEMENT. This Agreement and any amendments mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. This Agreement cannot be orally modified, and any proposed changes that are mutually agreed upon must be incorporated by written amendment hereto.
9. DISPUTE RESOLUTION. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation before resorting to litigation. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
10. NOTICES.

To Benton County:

Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

To City of Kennewick:

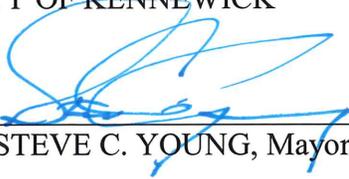
City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336

11. FILING OF THE AGREEMENT. Executed copies of this Agreement shall be filed as required by RCW 39.34.040.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF KENNEWICK

BENTON COUNTY WASHINGTON

By:  _____
STEVE C. YOUNG, Mayor

By: _____
SHON SMALL, Chairman
Board of County Commissioners

Attest:

Attest:

TERRI L. WRIGHT, City Clerk

CAMI MCKENZIE, Clerk of the Board

Date: _____

Date: _____

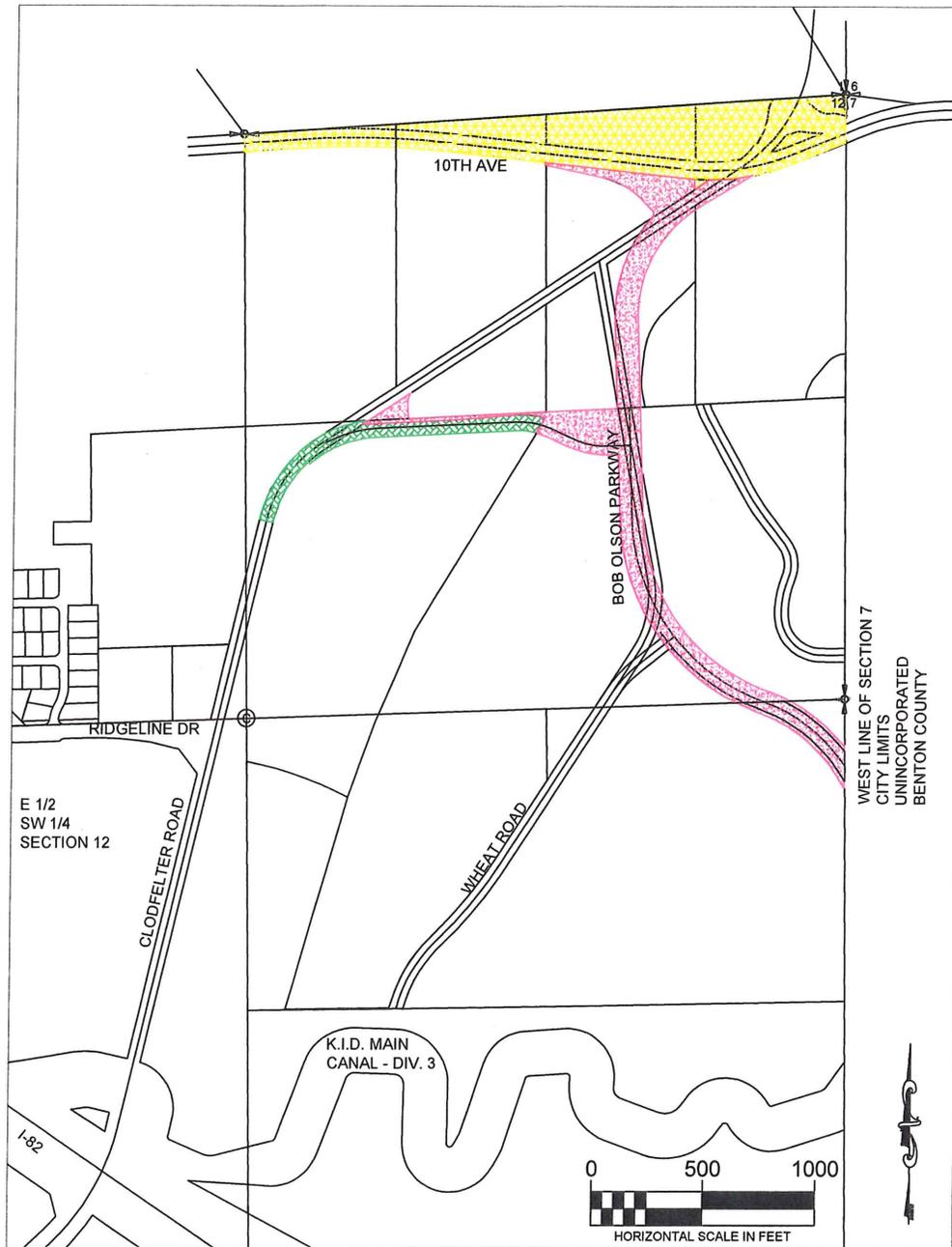
Approved as to form:

Approved as to form:

 _____
LISA BEATON, City Attorney

 _____
Benton County Deputy Prosecuting
Attorney

EXHIBIT A



CITY OF KENNEWICK'S
BOB OLSON PARKWAY
IN UNINCORPORATED
BENTON COUNTY
(INTERLOCAL AGREEMENT)



W. 10TH AVENUE R/W
PREVIOUSLY ANNEXED
BY C.O.K.



PORTION OF K.S.D.
ANNEXATION BECAME
W. 15TH PLACE R/W
DEVELOPED
BY K.S.D.

<h2>Bob Olson Parkway Interlocal Agreement</h2>	
ENGINEERING  KENNEWICK DEPARTMENT	DATE 11-28-2016 DWN RAW
DWG. NO.	

EXHIBIT B

Bob Olson Pkwy Interlocal Agreement

That portion of the East half of the Northeast quarter of Section 12, together with that portion of the Northeast quarter of the Southeast quarter of Section 12 all in Township 8 North, Range 28 East, Benton County, Washington being more particularly described as follows:

Beginning at the Northeast corner of the Southeast quarter of said Section 12, from which the Northeast corner bears N 00° 31' 21" W at a distance of 2673.46 feet; thence along the east line of said Southeast quarter S 00° 32' 47" E for a distance of 206.55 feet, to a point on the Easterly line of the Easterly 15.00 foot wide sidewalk and utility easement of Bob Olson Parkway and the True Point of Beginning; thence continuing along said east line S 00° 32' 47" E for a distance of 188.24 feet, to a point on the Westerly line of the Westerly 15.00 wide sidewalk and utility easement, also being a point on a non-tangent curvature to the left, said curve to the left being concave to the Southwest, having a radius of 710.00 feet, thence along said Westerly line and said curve to the left having a central angle of 40° 47' 33", for an arc distance of 505.49 feet (the radius point of which bears S 62° 02' 31" W, the long chord bears N 48° 21' 16" W a distance of 494.88 feet); thence N 68° 45' 02" W, for a distance of 41.31 feet, to a point of curvature to the right, said curve to the right being concave to the Northeast, having a radius of 952.00 feet, Thence along said curve to the right having a central angle of 66° 41' 19", for an arc distance of 1108.07 feet (the radius point of which bears N 21° 14' 58" E, the long chord bears N 35° 24' 23" W a distance of 1046.57 feet); thence N 02° 03' 43" W, for a distance of 483.23 feet, more or less, to the South line of the Northeast quarter of Section 12; thence continuing N 02° 03' 43" W, along the Westerly Right of Way line of Bob Olson Parkway for a distance of 390.83 feet, to a point of curvature to the right, said curve to the right being concave to the Southeast, having a radius of 658.00 feet, thence along said curve to the right having a central angle of 43° 01' 04", for an arc distance of 494.02 feet (the radius point of which bears N 87° 56' 17" E, the long chord bears N 19° 26' 47" E a distance of 482.50 feet), to a point on the South line of the Southerly sidewalk and utility easement, said point also being a point of reverse curvature to the left, said curve to the left being concave to the West, having a radius of 13.00 feet, thence along said curve to the left having a central angle of 85° 27' 57", for an arc distance of 19.39 feet (the radius point of which bears N 49° 02' 42" W, the long chord bears N 01° 46' 54" W a distance of 17.64 feet); thence N 44° 30' 39" W, for a distance of 62.76 feet, to a point of curvature to the left, said curve to the left being concave to the Southwest, having a radius of 368.00 feet, thence along said curve to the left having a central angle of 33° 42' 49", for an arc distance of 216.54 feet (the radius point of which bears S 45° 29' 21" W, the long chord bears N 61° 22' 03" W a distance of 213.43 feet); thence N 78° 13' 28" W, for a distance of 224.94 feet, to a point of curvature to the left, said curve to the left being concave to the South, having a radius of 3960.00 feet, thence along said curve to the left having a central angle of 00° 26' 52", for an arc distance of 30.95 feet (the radius point of which bears S 11° 46' 32" W, the long chord bears N 78° 26' 54" W a distance of 30.95 feet), thence N 00° 41' 36" W, for a distance of 21.62 feet, more or less, to a point on the previously annexed Southerly Right of Way line of West 10th Avenue; thence S 83° 52' 09" E, along said Southerly Right of Way line, for a distance of 636.68

feet, to a point of curvature to the left, said curve to the left being concave to the North, having a radius of 994.93 feet, thence along said curve to the left having a central angle of $02^{\circ} 16' 31''$, for an arc distance of 39.51 feet (the radius point of which bears $N 06^{\circ} 07' 51'' E$, the long chord bears $S 85^{\circ} 00' 25'' E$ a distance of 39.51 feet), to an angle point on said Right of Way line; thence $S 00^{\circ} 37' 29'' E$, for a distance of 45.40 feet, more or less, to the common West 10th Avenue / Clodfelter Road Right of way line as depicted in the 1956 Benton County Badger Road construction plans;), thence $N 56^{\circ} 39' 59'' E$, for a distance of 78.52 feet, to a point on a non-tangent curve to the left, said curve to the left being concave to the North, having a radius of 994.93 feet, thence along said curve to the left having a central angle of $11^{\circ} 16' 55''$, for an arc distance of 195.91 feet (the radius point of which bears $N 00^{\circ} 02' 47'' E$, the long chord bears $S 84^{\circ} 24' 20'' E$ a distance of 195.59 feet), more or less to the Easterly Right of Way line of the Bob Olson Parkway; thence $S 59^{\circ} 35' 57'' W$, for a distance of 271.17 feet, to a point of curvature to the left, said curve to the left being concave to the Southeast, having a radius of 554.00 feet, thence along said curve to the left having a central angle of $61^{\circ} 39' 45''$, for an arc distance of 596.22 feet (the radius point of which bears $S 30^{\circ} 23' 58'' E$, the long chord bears $S 23^{\circ} 46' 09'' W$ a distance of 567.86 feet), thence $S 02^{\circ} 03' 43'' E$, for a distance of 389.29 feet, more or less, to the South line of the Northeast quarter of Section 12; thence continuing $S 02^{\circ} 03' 43'' E$, along the Easterly line of the Easterly 15.00 foot wide sidewalk and utility easement Bob Olson Parkway for a distance of 484.77 feet, to a point of curvature to the left, said curve to the left being concave to the Northeast, having a radius of 848.00 feet, thence along said curve to the left having a central angle of $66^{\circ} 41' 19''$, for an arc distance of 987.02 feet (the radius point of which bears $N 87^{\circ} 56' 17'' E$, the long chord bears $S 35^{\circ} 24' 23'' E$ a distance of 932.24 feet), thence $S 68^{\circ} 45' 02'' E$, for a distance of 41.31 feet, to a point of curvature to the right, said curve to the right being concave to the Southwest, having a radius of 814.00 feet, thence along said curve to the right having a central angle of $28^{\circ} 56' 45''$, for an arc distance of 411.23 feet (the radius point of which bears $S 21^{\circ} 14' 58'' W$, the long chord bears $S 54^{\circ} 16' 39'' E$ a distance of 406.88 feet), to the True Point of Beginning.

Together with that portion of the North half of the South half of the Northeast quarter of Section 12, and together with that portion of the South half of the Northwest quarter of the Northeast quarter of Section 12 all in Township 8 North, Range 28 East, Benton County, Washington being more particularly described as follows:

Beginning at the Southeast corner of the Northeast quarter; thence $N 00^{\circ} 31' 21'' W$, for a distance of 1336.73 feet, to the North line of the South half of the Northeast Quarter of said Section 12; thence $S 87^{\circ} 05' 18'' W$, along said North line, for a distance of 1,017.41 feet, more or less, to the Westerly Right of Way line of Bob Olson Parkway as established by Auditor's Fee No. 2016-033221, and The True Point of Beginning;

Thence continuing $S 87^{\circ} 05' 18'' W$, along said North line, for a distance of 934.27 feet, more or less, to a point on the Right of Way line as established by Auditor's Fee No. 2016-024671, said point also being a point on a non-tangent curve to the right, having a radius of 20.00 feet, thence along said curve to the right having a central angle of $34^{\circ} 25' 10''$, for an arc distance of 12.01 feet (the radius point of which bears $N 52^{\circ} 32' 55'' E$, the long chord bears $N 20^{\circ} 14' 30''$

W a distance of 11.83 feet); thence N 03° 01' 38" W, for a distance of 49.17 feet, to a point of curvature to the right, having a radius of 90.00 feet, thence along said curve to the right having a central angle of 34° 56' 04", for an arc distance of 54.87 feet (the radius point of which bears N 86° 58' 22" E, the long chord bears N 14° 26' 24" E a distance of 54.03 feet), more or less, to the Easterly Right of Way line of Clodfelter Road; thence S 56° 39' 51" W, along said Right of Way line, for a distance of 253.17 feet, more or less to the intersection of the north line of a parcel as established by Auditor's Fee No. 2015-001317, thence N 87° 05' 29" E, for a distance of 421.07 feet; thence N 85° 06' 02" E, for a distance of 264.61 feet, to a point of curvature to the right, having a radius of 350.00 feet, thence along said curve to the right having a central angle of 21° 35' 28", for an arc distance of 131.89 feet (the radius point of which bears S 04° 53' 58" E, the long chord bears S 84° 06' 14" E a distance of 131.11 feet); thence S 31° 24' 49" W, for a distance of 77.13 feet, to a point of non-tangent curvature to the right, having a radius of 311.00 feet, thence along said curve to the right having a central angle of 09° 54' 13", for an arc distance of 53.76 feet (the radius point of which bears S 14° 21' 53" W, the long chord bears S 70° 41' 01" E a distance of 53.69 feet); thence S 65° 43' 54" E, for a distance of 107.15 feet; to a point of curvature to the left, having a radius of 389.00 feet, thence along said curve to the left having a central angle of 26° 19' 49", for an arc distance of 178.77 feet (the radius point of which bears N 24° 16' 06" E, the long chord bears S 78° 53' 49" E a distance of 177.20 feet); thence N 87° 56' 17" E, for a distance of 38.53 feet, to a point of curvature to the right, having a radius of 10.00 feet, thence along said curve to the right having a central angle of 90° 00' 00", for an arc distance of 15.71 feet (the radius point of which bears S 02° 03' 43" E, the long chord bears S 47° 03' 43" E a distance of 14.14 feet); thence N 02° 03' 43" W, for a distance of 213.69 feet, to The True Point of Beginning.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF FOUR (4) FORD PICKUPS FROM CORWIN FORD UTILIZING WASHINGTON STATE CONTRACT NO. 03813 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, Washington State Contract No. 03813 allows for the purchase of pickups from Corwin Ford, Pasco, WA; and

WHEREAS, an ER&R pickup (#0528) and a Ford Explorer (#0538) have reached over 100,000 miles; and

WHEREAS, an ER&R pickup (#0529) needs to be replaced due to poor fuel efficiency and poor dependability; and

WHEREAS, a Ford Explorer (#0579) is being purchased from the Road Department fleet by the Auditor's office and is being replaced with a pickup; and

WHEREAS, the following are the vehicles and total amounts of the purchase prices inclusive of WSST from Corwin Ford, off Washington State Contract No. 03813, all in accordance with the attached:

- One (1) 2017 Ford F250 ¾ Ton, 4WD, Extended Cab Pickup (replaces #0529) with an amount not to exceed \$34,000.00 including WSST
- One (1) 2017 Ford F350 1 Ton, 4WD, Crew Cab Pickup (replaces #0528) with an amount not to exceed \$37,000.00 including WSST
- One (1) 2017 Ford F150 ½ Ton, 4WD, Crew Cab Pickup (replaces #0538) with an amount not to exceed \$37,000.00 including WSST
- One (1) 2017 Ford F150, ½ Ton, 4WD, Crew Cab Pickup (replaces #0579) with an amount not to exceed \$37,000.00 including WSST; and

WHEREAS, the Benton County Engineer recommends purchasing the above vehicles to replace vehicles that, in accordance with the *Guideline Policy for Equipment and Vehicles Owned by the Equipment Rental and Revolving Fund*, are in need of replacement; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the County Engineer's recommendation and approves the purchase of one (1) 2017 Ford F250 Extended Cab Pickup in an amount not to exceed \$34,000.00 including WSST, one (1) 2017 Ford F350 Crew Cab Pickup in an amount not to exceed \$37,000.00 including WSST, one (1) 2017 Ford F150 Crew Cab Pickup in an amount not to exceed \$37,000.00 including WSST and one (1) 2017 Ford F150 Crew Cab Pickup in an amount not to exceed \$37,000.00 including WSST off of Washington State Contract No. 03813 from Corwin Ford, Pasco, WA.

Dated this 20th day of December, 2016.

Chairman of the Board

Chairman ProTem

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

Contract Automobile Request System (CARS) Washington State Department of Enterprise Services

Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)

Contract #: 03813 - Trucks - 1/2 Ton, 3/4 Ton & 1 Ton (2WD - 4WD)	Submit Date: 12-12-2016
Status: On Order	Order Date: 12-13-2016
Organization: 10300 - BENTON COUNTY - 10300	Expected Delivery Date: 03-30-2017
Order Contact: Shannon Christen	Delivery Date:
Contact Phone: 509-786-5611	Cancel Date:
Contact Email: shannon.christen@co.benton.wa.us	Organization Reference #:
	Organization PO #: APP-SHANNON
Organization Comments:	
Dealer Reference #: W846	
Dealer Comments: YOUR ORDER HAS BEEN PLACED SHANNON...THANK YOU AS ALWAYS FOR ALLOWING US TO HELP. JOE CARDILLO 509-545-3865	

Color Options

Color Name	Quantity
Oxford White- Z1	1

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2017-811-001		1	\$29,230.00	\$29,230.00

	2017 Ford F-250 ¾ Ton Pickup (4WD) Extended cab, 8 ft bed X2B/600A			
2017-811-002	Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct)(DLR)	1	(\$75.00)	(\$75.00)
2017-811-008	Seat cloth- 40/20/40-(1S) Split bench, w/center armrest, cup holder, storage	1	\$100.00	\$100.00
2017-811-014	Cab Steps - (18B) - (Platform Running Boards)	1	\$273.00	\$273.00
2017-811-016	Cruise Control- 525	1	\$200.00	\$200.00
2017-811-017	Daytime Running Lights- 942	1	\$38.00	\$38.00
2017-811-037	Stop Light, Center High Mounted (59H)	1	\$0.00	\$0.00
2017-811-042	Trailer Brake Controller, integrated- (52B)	1	\$253.00	\$253.00
2017-811-043	UpFitter Switches (66S) Req: HD Alternator (67D) or Dual Alternators (67A)	1	\$100.00	\$100.00
2017-811-047	4x4 Shift on Fly (213)	1	\$185.00	\$185.00
2017-811-205	Bedliner, spray-in (Arma-Coating/Line-X) Eastern Washington	1	\$399.00	\$399.00
2017-811-212	Floor Mats, HD Rubber- (Weather Tech)- DLR	1	\$95.00	\$95.00
2017-811-217	Manuals, Service CD- DLR	1	\$275.00	\$275.00

Request Totals

Total Vehicles:	1
Sub Total:	\$31,073.00
8.6 % Sales Tax:	\$2,672.28
Request Total:	\$33,745.28



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Contract Automobile Request System (CARS) Washington State Department of Enterprise Services

Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)

Contract #: 03813 - Trucks - 1/2 Ton, 3/4 Ton & 1 Ton (2WD - 4WD)	Submit Date: 12-12-2016
Status: On Order	Order Date: 12-13-2016
Organization: 10300 - BENTON COUNTY - 10300	Expected Delivery Date: 03-30-2017
Order Contact: Shannon Christen	Delivery Date:
Contact Phone: 509-786-5611	Cancel Date:
Contact Email: shannon.christen@co.benton.wa.us	Organization Reference #:
	Organization PO #: APP-SHANNON
Organization Comments:	
Dealer Reference #: W847	
Dealer Comments: ORDER HAS BEEN PLACED AND SHIFT-ON-THE-FLY HAS BEEN ADDED AS PER CONVERSATION. JOE CARDILLO 509-545-3865	

Color Options

Color Name	Quantity
Oxford White- Z1	1

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2017-818-001		1	\$31,546.00	\$31,546.00

	2017 Ford F-350 1-ton Pickup (4WD) Crew Cab, 8 ft bed W3B/610A			
2017-818-002	Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct)(DLR)	1	(\$75.00)	(\$75.00)
2017-818-008	Seat cloth- 40/20/40-(1S) Split bench, w/center armrest, cup holder, storage	1	\$100.00	\$100.00
2017-818-014	Cab Steps - (18B) - (Platform Running Boards)	1	\$273.00	\$273.00
2017-818-016	Cruise Control- 525	1	\$200.00	\$200.00
2017-818-017	Daytime Running Lights- 942	1	\$38.00	\$38.00
2017-818-024	Heavy Duty Front Suspension PKG 67H- Includes Heavy Service Front Springs, may deteriorate ride quality, ride height may decrease.	1	\$107.00	\$107.00
2017-818-042	Trailer Brake Controller, integrated- (52B)	1	\$253.00	\$253.00
2017-818-043	UpFitter Switches (66S) Req: HD Alternator (67D) or Dual Alternators (67A)	1	\$100.00	\$100.00
2017-818-045	Bed - (short) 6.5ft 160wb (deduct)	1	(\$184.00)	(\$184.00)
2017-818-205	Bedliner, spray-in (Arma-Coating/Line-X) Eastern Washington	1	\$399.00	\$399.00
2017-818-212	Floor Mats, HD Rubber- (Weather Tech)- DLR	1	\$95.00	\$95.00
2017-818-217	Manuals, Service CD- DLR	1	\$275.00	\$275.00
2017-818-710	Electronic-Shift-On-the-Fly (ESOF) 4X4	1	\$185.00	\$185.00

Request Totals

Total Vehicles:	1
Sub Total:	\$33,312.00
8.6 % Sales Tax:	\$2,864.83
Request Total:	\$36,176.83



Contract Automobile Request System (CARS) Washington State Department of Enterprise Services

Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)

Contract #: 03813 - Trucks - 1/2 Ton, 3/4 Ton & 1 Ton (2WD - 4WD)	Submit Date: 12-12-2016
Status: On Order	Order Date: 12-13-2016
Organization: 10300 - BENTON COUNTY - 10300	Expected Delivery Date: 03-30-2017
Order Contact: Shannon Christen	Delivery Date:
Contact Phone: 509-786-5611	Cancel Date:
Contact Email: shannon.christen@co.benton.wa.us	Organization Reference #:
	Organization PO #: APP-SHANNON
Organization Item 2017-856-214 Service Manuals (CD) - please change quantity to 1 only Add 999 Item	
Comments: Canopy on both trucks - smooth sides, standard rear door window - Oxford White	
Dealer Reference #: W848-W849	
TRUCK #1 ADDED RUNNING BOARDS (2017-856-033). THIS INVOICE INCLUDES RUNNING BOARDS ON BOTH AND CD'S ON BOTH SO SUBTRACT \$235.00 FOR THE BOARDS AND \$279.00 FROM TOTAL INVOICE AS ONLY ONE TRUCK WAS ORDER WITH BOTH PER REQUEST. BOTH RECEIVING CANOPIES @ \$1430.00 PER UNIT.	
Comments: YOUR TOTAL WITH RUNNING BOARDS AND CD'S IS \$67,744.00. SUBTRACT ONE CD AND ONE SET OF RUNNING BOARDS (\$514.00). NEW TOTAL \$67,230.00 PLUS TAX @ 8.6% = \$73,011.78. THANK YOU FOR YOUR BUSINESS SHANNON...JOE CARDILLO 509-545-3865	

Color Options

Color Name	Quantity
YZ - Oxford White	2

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2017-856-001	2017 Ford F150 1/2 Ton Pickup - Crew Cab.(4WD) 157 inch WB, 6.5 FT BED, 7050# GVW -(-W1E-100A-99F-446-157wb-85A-CG)	2	\$29,502.00	\$59,004.00
2017-856-002	Credit for pickup from Dealer (Orders for Eastern Washington) (Deduct)	2	(\$75.00)	(\$150.00)
2017-856-006	Engine - (Gas) - 3.5L Ecoboost -(Instead of 5.0L V8) -(NA with 122" WB.) - GVWR to 7050# (Requires 10spd auto transmission)- (99G)	2	\$460.00	\$920.00
2017-856-007	Transmission – Electronic Ten Speed Auto w/t tow haul – (Required w/t 3.5L V6 GTDI ecoboost engine – (44G)	2	\$460.00	\$920.00
2017-856-011	Bedliner -Spray in (Inside and Tailgate) FMC - (96W)	2	\$456.00	\$912.00
2017-856-016	Cruise Control - (50S)	2	\$212.00	\$424.00
2017-856-018	Daytime Running Lights - (942)	2	\$38.00	\$76.00
2017-856-033	Running Boards - Black Platform - (18B)	2	\$235.00	\$470.00
2017-856-043	Stereo, AM/FM/CD (58B)	2	\$267.00	\$534.00
2017-856-044	SYNC® (Factory Blue Tooth)-(Requires:Cruse Control (50S) and Stereo,AM/FM/CD (58B)) - (52B)	2	\$387.00	\$774.00
2017-856-208	Floor Mats - HD Rubber All Weather - (DLR)	2	\$96.00	\$192.00
2017-856-211	Mud Flaps, Front & Rear - (DLR)	2	\$125.00	\$250.00
2017-856-214	Service-Manuals- (CD) - (DLR)	2	\$279.00	\$558.00

Request Totals

Total Vehicles: 2
Sub Total: \$64,884.00
8.6 % Sales Tax: \$5,580.02
Request Total: \$70,464.02



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>12/20/2016</u>	Execute Contract _____	Consent Agenda <u> X </u>
Subject: <u>Salary Request Statement</u>	Pass Resolution _____	Public Hearing _____
	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 2 (\$4,997), 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 2015-2016 budget

MOTION

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Dec. 20, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>Contract Modification w/ Dept. of Energy</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Benton County and the U.S. Department of Energy entered into a contract for law enforcement service beginning of 1993.

Per Resolution 2013-268 and Contract No. DE-EM0002426, the Department of Energy solicited the Sheriff’s Office for a contract that would continue law enforcement services for the calendar year 2013 with four (4) one-year options.

Per Resolutions 2013-845; 2015-029; and 2015-822 the Board approved the contract modifications to contract DE-EM0002426 between Benton County and U.S. Department of Energy to exercise options 1, 2, & 3 to extend the contract to December 31, 2016, as further outlined in the attached Resolution.

The attached Modification No. 0030 is necessary as the U.S. Department of Energy wishes to provide \$0.12 cents that will fully fund option year 3 which expires December 31, 2016, and exercise the fourth option for law enforcement services on the Hanford Site in the amount of \$892,231.00 from January 1, 2017 – December 31, 2017.

RECOMMENDATION

The Patrol Captain has reviewed the proposed Modification No. 0030 and recommends moving forward with the attached Contract Modification No. 0030 for law enforcement services on the Hanford Site in the amount of \$892,231.00 for a period beginning January 1, 2017 – December 31, 2017.

APPROVED AS TO FORM

Ryan Lukson did not sign off on the modification, as he did not review or approve the original contract back in 2013; however, he was provided a copy of the attached Modification for review.

FISCAL IMPACT

Revenue in the amount of \$892,231.00 for law enforcement services on the Hanford site for 2017.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF CONTRACT DE-EM0002426 MODIFICATION NO. 0030
BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY
SHERIFF'S OFFICE**

WHEREAS, Benton County and the U.S. Department of Energy have entered into a Contract for law enforcement service beginning of 1993; and

WHEREAS, per Resolution 2013-268 and Contract Number DE-EM0002426, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2013 with four one-year options; and

WHEREAS, per Resolution 2013-845 dated November 26, 2013, the Board approved Contract Modification No. 0008 to Contract DE-EM0002426 reducing the Scope of Work and exercising the first option for law enforcement services on Hanford Site in the amount of \$901,255 from January 1, 2014 – January 31, 2014; and

WHEREAS, per Resolution 2014-951 dated December 2, 2014, the Board approved Contract Modification No. 0018 as the U.S. Department of Energy wished to incorporate FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights to Section I and updating the Table of Content and page numbers; and

WHEREAS, per Resolution 2015-029 dated January 6, 2015, the Board approved Contract Modification No. 0019 as the U.S. Department of Energy wished to exercise the second option for law enforcement services on Hanford Site in the amount of \$911,236.00 from January 1, 2015 – December 31, 2015; and

WHEREAS, per Resolution 2015-822 dated November 17, 2015, the Board approved Contract Modification No. 0023 as the U.S. Department of Energy wished to provide \$138,517.34 of FY16 funding for the period of November 1, 2015 through December 31, 2015 and exercise the third option for law enforcement services on the Hanford Site in the amount of \$851,977.00 from January 1, 2016 – December 31, 2016; and

WHEREAS, the attached Modification No. 0030 is necessary as the U.S. Department of Energy wishes to provide \$0.12 cents that will fully fund option year 3 which expires December 31, 2016, and exercise the fourth option for law enforcement services on the Hanford Site in the amount of \$892,231.00 from January 1, 2017 – December 31, 2017; and

WHEREAS, the Patrol Captain has reviewed the proposed modification and recommends moving forward with the attached Contract Modification No. 0030; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners approves the attached Contract DE-EM0002426 Modification 0030 between Benton County and U.S. Department of Energy, providing provide \$0.12 cents that will fully fund option year 3 which expires December 31, 2016, and exercise the fourth option for law enforcement services on the Hanford Site in the amount of \$892,231.00 from January 1, 2017 – December 31, 2017; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Modification No. 0030 to Contract DE-EM0002426.

Dated this _____ day of _____, 2016

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

2. AMENDMENT/MODIFICATION NO. 0030	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 17EM000444	5. PROJECT NO. (If applicable)
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6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BENTON, COUNTY OF Attn: JULIE THOMPSON 7122 W. OKANOGAN PLACE BLDG. A KENNEWICK WA 993362341	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002426
		10B. DATED (SEE ITEM 13) 12/20/2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$223,057.86
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of Contract and FAR 52.232-18 Availability of Funds

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Law and Traffic Enforcement Services for the Hanford Site, Richland, Washington.
The purpose of modification 030 is to exercise option year 4 and provide incremental funding in the amount of \$223,057.86 from \$3,642,564.88 to \$3,865,622.74. This funding is made up of \$0.12 that will fully fund option year 3 which expires December 31, 2016, and \$223,057.74 for option year 4 which incrementally funds the contract through March 31, 2017. The total amount of the contract is increased by \$892,231.00 from \$3,647,565.00 to \$4,539,796.00.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Colleen M. Koon
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)
	16C. DATE SIGNED 12/07/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002426/0030

PAGE OF
2 102

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 FOB: Destination Period of Performance: 01/01/2017 to 12/31/2017				

Section B - Supplies or Services/Prices

DOE-B-1001 Deliverable Requirements - Firm Fixed Price (Tailored)

The Contractor shall be responsible for providing law and traffic enforcement services as described in Section C, Statement of Work (SOW), at the facilities specified in the DOE-F-1002.

This contract is a fixed price contract with a base year of January 1, 2013, through December 31, 2013, and four one-year option years of January 1 through December 31.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
00001	Base Year – 2013 January 1, 2013 to December 31, 2013	Lump Sum*	\$ 983,097
00002	First Option Year – 2014 January 1, 2014 to December 31, 2014	Lump Sum*	\$ 901,255
00003	Second Option Year – 2015 January 1, 2015 to December 31, 2015	Lump Sum*	\$ 911,236
00004	Third Option Year – 2016 January 1, 2016 to December 31, 2016	Lump Sum*	\$ 851,977
00005	Fourth Option Year – 2017 January 1, 2017 to December 31, 2017	Lump Sum*	\$ 892,231
Total of All Periods:			\$ 4,539,796

*Payments will be made in twelve (12) equal monthly payments.

The Item Numbers ordered to date are 00001 – 00005.

The Firm-Fixed-Price of the items ordered to date is \$4,539,796.

(End of clause)

REPORTING REQUIREMENTS CHECKLIST

Program: Law Enforcement Services
Contract No.: DE-EM0002426
Contractor: Benton County Sheriff's Office

The Contractor shall provide DOE Federal Officers with the following reports, documents, data and access to information regarding contractor activities on the Hanford Site:

1. Quarterly Report – shall provide a quarterly summary of all activities performed by the contractor during the prior quarterly period. The following information shall be included in the Quarterly Report:
 - Criminal investigations
 - Traffic patrol activities
 - Canine unit activities
 - River Patrol activities, as applicable
 - Aerial surveillance activities, as applicable
2. Criminal Investigation Reports - shall provide investigative reports/summaries of felony investigations within 30 days of initial report to the contractor.
3. Report on Disposition of any Court Cases – shall provide upon completion of the courts case or upon significant actions taken by the court regarding the case.
4. Log Documenting Canine Unit Searches – shall provide on a quarterly basis.
5. As requested by DOE Federal Officers – develop and provide a trend analysis of criminal activity on the Hanford Site.

All requirements of Benton County under this contract to provide criminal recodes is subject to the Washington Criminal Records Privacy Act, RCW 10.97 and the Washington Public Records Act, RCW 42.17. Any records subject to the Act are available to other law enforcement personnel, including commissioned federal officers employed by the Department of Energy.

WD 05-2570 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No.: 2005-2570
 Revision No.: 19
 Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
 Washington Counties of Benton, Franklin, Walla Walla, Yakima

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84

01410 - Supply Technician	22.80
01420 - Survey Worker	17.33
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	13.45
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	16.17
09110 - Furniture Repairer, Minor	18.34
09130 - Upholsterer	20.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.89
11122 - Housekeeping Aide	13.41
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	9.88
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.83
12011 - Breath Alcohol Technician	17.22
12012 - Certified Occupational Therapist Assistant	23.78
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	16.96
12025 - Dental Hygienist	43.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.83
12071 - Licensed Practical Nurse I	15.49

12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	10.06
12222 - Nursing Assistant II	11.31
12223 - Nursing Assistant III	12.34
12224 - Nursing Assistant IV	13.85
12235 - Optical Dispenser	17.33
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.67
12280 - Phlebotomist	13.85
12305 - Radiologic Technologist	26.57
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62

15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	21.49
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	11.35
21150 - Stock Clerk	16.17
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.78
23021 - Aircraft Mechanic I	24.50
23022 - Aircraft Mechanic II	25.78
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	17.80
23050 - Aircraft, Painter	22.96
23060 - Aircraft Servicer	20.21
23080 - Aircraft Worker	21.45
23110 - Appliance Mechanic	22.36
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	34.15
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.37
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	19.13

23380 - Ground Support Equipment Mechanic	24.50
23381 - Ground Support Equipment Servicer	20.21
23382 - Ground Support Equipment Worker	21.45
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.70
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01

27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Equipment Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30210 - Laboratory Technician	23.90
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02
30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30390 - Photo-Optics Technician	22.36
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.55
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.69

31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	9.81
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

NOV 22 2016

17-PRO-0038

Sheriff S. Keane
Benton County Sheriff's Office
7122 West Okanogan Place, Bldg A
Kennewick, Washington 99336

Dear Sheriff Keane:

CONTRACT NO. DE-EM0002426 – PRELIMINARY WRITTEN NOTICE OF INTENT TO EXERCISE OPTION

Pursuant to contract DE-EM0002426, Section I, Clause 52.217-9 Option to Extend the Term of the Contract, this letter provides the preliminary written notice of the Government's intent to extend performance of the Benton County Sheriff's Office Contract through the option period, January 1, 2017, through December 31, 2017, as specified in Section B, DOE-B-1001 Deliverable Requirements – Firm Fixed Price. This preliminary notice does not commit the Government to an extension. If you have any questions please contact me at (509) 376-7871 or Stephanie Hargroves at (509) 376-3980.

Sincerely,

A handwritten signature in black ink, appearing to read "Colleen Koon", with a long horizontal flourish extending to the right.

Colleen M. Koon
Contracting Officer

PRO:STH

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	12/20/16	Execute Contract	_____	Consent Agenda
Subject:	17-18 Budget	Pass Resolution	_____	Public Hearing
	Adoption	Pass Ordinance	_____	1st Discussion
Prepared by:	P Schut	Pass Motion	X	2nd Discussion
Reviewed by:		Other	_____	Other

BACKGROUND INFORMATION

The 2017-2018 Budget public hearing was advertised, in the Tri- City Herald, on both December 6th & December 13th. The Budgets have also been posted on the County's main web page since December 6th.

SUMMARY

Total Current Expense Revenues	\$122,838,223
Total Current Expense Expenditures	<u>\$122,898,354</u>
To Balance	\$ 60,131
Total Road Fund Revenues	\$ 29,410,205
Total Road Fund Expenditures	<u>\$ 35,817,604</u>
To Balance	\$ 6,407,399
Total Other Funds Revenues	\$ 96,969,820
Total Other Funds Expenditures	<u>\$148,825,924</u>
To Balance	\$ 51,856,104
Total Revenues	\$249,218,248
Total Expenditures	<u>\$307,541,822</u>
To Balance	\$ 58,323,634

MOTION

The Board of Benton County Commissioners hereby adopts the Final 2017-2018 Budget as presented during the December 20, 2016 Public Hearing.

BENTON COUNTY, WASHINGTON

Consolidated Budget

For Years January 1, 2017 through December 31, 2018

Monday, December 05, 2016

Fund	Fund Number	Estimated Beginning Cash 01/01/17	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures	Transfer to Active Funds	Estimated Ending Cash 12/31/18
Current Expense	0000-101	\$ 7,500,000	\$ 67,615,855	\$ 52,859,545	\$ 2,362,823	\$ 130,338,223	\$ 116,525,055	\$ 6,373,299	\$ 7,439,869
County Road	0101-101	8,451,000	12,003,000	11,803,205	5,604,000	37,861,205	35,817,604	-	2,043,601
CRIMP	0101-102	2,630,000	-	1,863,300	-	4,493,300	-	3,832,000	661,300
Flood Control	0103-101	59,500	-	2,517	-	62,017	-	2,000	60,017
Veterans' Assistance	0104-101	534,400	346,000	8,000	-	888,400	600,440	-	287,960
Auditor's O&M	0106-101	200,000	-	323,000	-	523,000	522,486	-	514
Human Services	0108-101	5,000,000	752,500	8,586,600	-	14,339,100	13,226,864	56,000	1,056,236
Treasurer's Investment Pool	0109-101	150,000	-	269,533	-	419,533	198,367	-	221,166
Park Development	0110-102	650,000	-	47,150	-	697,150	220,000	-	477,150
Election Reserve	0111-101	300,000	-	1,029,200	1,087,175	2,416,375	2,316,442	-	99,933
Treasurer's O&M	0112-101	200,000	-	205,757	-	405,757	319,805	-	85,952
Paths & Trails Reserve	0114-101	35,000	-	43,303	-	78,303	300	50,000	28,003
Juvenile Center	0115-101	1,100,000	-	7,270,592	7,124,880	15,495,472	15,130,807	-	364,665
Inmate Benevolence	0116-101	600,000	-	1,048,488	-	1,648,488	1,213,961	-	434,527
Crime Victim Compensation	0120-101	44,029	-	546,533	15,000	605,562	605,562	-	-
Fairgrounds O&M	0124-101	800,000	-	525,000	2,151,000	3,476,000	2,999,589	-	476,411
Sheriff Investigative	0126-101	175,000	-	88,680	-	263,680	133,525	-	130,155
Canine/Boat Patrol	0127-101	12,500	-	161,720	-	174,220	101,671	-	72,549
Treasurer's Service Fund	0128-101	1,500	-	1,600	-	3,100	705	-	2,395
REET Technology	0129-101	100,000	-	74,900	-	174,900	-	-	174,900
1/4% Real Estate Excise Tax	0130-101	1,565,384	630,604	-	-	2,195,988	-	1,574,788	621,200
Probation Assessment	0131-101	600,000	-	1,211,398	-	1,811,398	1,181,583	-	629,815
Central Services Replacement	0132-101	1,900,000	-	1,280,260	-	3,180,260	-	1,022,800	2,157,460
1/10% CJ Jail-Juvenile	0133-101	8,294,137	7,062,110	-	-	15,356,247	7,700,000	3,906,935	3,749,312
Sustainable Development	0135-101	500,000	-	153,570	-	653,570	526,777	-	126,793
Courthouse Facilitator	0136-101	25,000	-	73,200	-	98,200	52,500	-	45,700
Family Services	0138-101	18,379	-	57,420	-	75,799	75,738	-	61
Family Services Superior Court	0140-101	20,000	-	41,000	-	61,000	-	40,000	21,000
Jail Depreciation Reserve	0142-101	800,000	-	2,700	356,000	1,158,700	726,233	-	432,467
Rural County Capital Fund	0144-101	8,952,771	8,075,558	-	-	17,028,329	14,333,896	2,653,725	40,708

BENTON COUNTY, WASHINGTON

Consolidated Budget

For Years January 1, 2017 through December 31, 2018

Monday, December 05, 2016

Fund	Fund Number	Estimated Beginning Cash 01/01/17	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures	Transfer to Active Funds	Estimated Ending Cash 12/31/18
Clerk's Collection	0146-101	\$ 1,900,000	\$ -	\$ 1,232,100	\$ -	\$ 3,132,100	\$ 1,203,855	\$ -	\$ 1,928,245
Public Safety Tax	0148-101	9,500,000	13,551,459	17,846	-	23,069,305	11,033,833	-	12,035,472
Protective Inspection Services	0149-101	690,000	-	1,886,951	98,630	2,675,581	1,556,146	-	1,119,435
Pest Board	0150-101	100,000	-	197,673	-	297,673	297,673	-	-
Work Crew Replacement	0151-101	250,000	-	52,937	-	302,937	76,130	-	226,807
State Housing Income	0152-101	690,000	-	328,000	-	1,018,000	971,600	-	46,400
VIT Impact	0153-101	4,000,000	950,000	-	-	4,950,000	1,263,323	1,623,774	2,062,903
Homeless Housing	0154-101	2,190,000	-	1,503,000	-	3,693,000	3,304,300	-	388,700
Solid Waste Collection	0155-101	800,000	-	789,000	-	1,589,000	1,148,064	-	440,936
Trial Court Improvement	0156-101	550,000	-	225,000	-	775,000	522,031	-	252,969
Historical Preservation	0157-101	100,000	-	75,000	-	175,000	100,000	-	75,000
Domestic Violence Assessment	0158-101	22,500	-	9,085	-	31,585	16,580	15,000	5
CRID #11 & #12	0270-201	8,800	-	23,399	-	32,199	22,766	-	9,433
CRID #15	0271-201	5,000	-	101,677	-	106,677	89,596	-	17,081
CRID #16	0272-201	1,500	-	14,042	-	15,542	13,704	-	1,838
CRID #21 Construction	0273-201	-	-	153,237	-	153,237	153,237	-	-
Health Building Bond	0298-201	7,910	-	632,400	394,288	1,034,598	1,026,688	-	7,910
Justice Center Bond	0299-201	6,344,250	-	-	-	6,344,250	4,032,000	-	2,312,250
Detox Center Construction	0303-401	17,550	-	151	-	17,701	17,701	-	-
Capital Projects	0305-101	23,250,000	-	478,000	933,725	24,661,725	24,661,725	-	-
Equipment Rental & Revolving	0501-101	3,500,000	-	6,446,968	-	9,946,968	6,054,215	-	3,892,753
Central Services	0502-101	750,000	-	6,382,218	1,022,800	8,155,018	7,172,984	-	982,034
Workmen's Compensation	0503-101	3,000,000	-	2,010,417	-	5,010,417	2,184,439	-	2,825,978
Insurance Management	0504-101	2,000,000	-	3,645,775	-	5,645,775	3,647,052	-	1,998,723
Accumulated Leave	0505-101	1,100,000	-	1,297,794	-	2,397,794	1,292,009	-	1,105,785
GRAND TOTALS		\$111,996,110	\$110,987,086	\$117,080,841	\$21,150,321	\$361,214,358	\$286,391,561	\$21,150,321	\$53,672,476

BENTON COUNTY, WASHINGTON

2017-2018 Preliminary Current Expense Budget

Revenues, Expenditures and Fund Balance

December 5, 2016 @ 12pm

	2015/16 Adopted Budget	2017/18 Preliminary Baseline	Final Revision	2017/18 Adjusted Budget
Estimated Beginning Fund Balance	\$7,500,000	\$7,500,000	\$0	7,500,000
Revenues:				
Real and Personal Property Taxes	41,136,052	43,917,909	35,257	43,953,166
Administrative Refunds	96,000	102,900	0	102,900
Diverted Road Taxes	1,188,308	1,349,860	(197,020)	1,152,840
Retail Sales and Use Taxes	17,636,290	18,608,009	951,991	19,560,000
Retail Sales and Use Taxes-Criminal Justice	1,975,000	2,066,003	97,997	2,164,000
Other Taxes	788,500	654,481	28,468	682,949
Licenses and Permits	199,400	201,815	18,000	219,815
Intergovernmental Revenues	9,552,707	10,145,421	(373,041)	9,772,380
Charges for Services	35,527,650	32,660,048	1,004,926	33,664,974
Fines and Forfeitures	6,723,833	6,231,275	0	6,231,275
Miscellaneous Revenues	3,287,721	2,991,661	(20,560)	2,971,101
Other Financing Sources	4,065,845	3,296,000	(933,177)	2,362,823
Total Revenues	122,177,306	122,225,382	612,841	122,838,223
Expenditures:				
Assessor	4,538,536	5,122,068	(432,788)	4,689,280
Auditor	3,660,610	3,889,902	(29,635)	3,860,267
Board of Equalization	77,711	77,031	(238)	76,793
Civil Service	116,277	120,813	(247)	120,566
Clerk	4,872,799	5,030,163	(3,160)	5,027,003
Commissioners	2,309,165	2,441,906	2,798	2,444,704
Co-Operative Extension	602,374	624,357	(9,091)	615,266
Coroner	762,877	775,491	44,288	819,779
Facilities	4,206,158	4,452,418	17,570	4,469,988
District Court	6,749,116	7,355,805	(586,570)	6,769,235
LEOFF	361,600	435,000	0	435,000
Non-Departmental	11,848,488	11,712,131	(1,936,368)	9,775,763
Planning	1,367,337	1,532,284	17,555	1,549,839
Prosecuting Attorney	9,495,408	9,945,050	(25,140)	9,919,910
Sheriff-Administration	1,950,083	2,036,948	227,915	2,264,863
Sheriff-C & R	1,679,524	1,965,963	(782)	1,965,181
Sheriff-Custody	35,167,360	34,126,963	17,989	34,144,952
Sheriff-Patrol	15,635,640	16,557,809	(920,433)	15,637,376
Superior Court	5,268,317	5,546,703	(41,248)	5,505,455
Treasurer	2,664,191	2,943,367	(256,162)	2,687,205
Sheriff-Traffic Control	1,188,308	1,158,198	(5,358)	1,152,840
Parks	422,849	462,452	(1,264)	461,188
Personnel	560,116	608,747	(5,301)	603,446
TB Hospital	140,850	140,850	0	140,850
GIS	779,216	786,722	16,189	802,911
Office of Public Defense	5,118,242	6,276,943	(5,957)	6,270,986
Animal Control	329,400	488,644	(48,670)	439,974
Adult & Juvenile Drug Court	462,487	251,311	(3,577)	247,734
Total Expenditures	122,335,039	126,866,039	(3,967,685)	122,898,354
Net Increase/(Decrease) to Fund Balance	(157,733)	(4,640,657)	4,580,526	(60,131)
Estimated Ending Fund Balance	\$7,342,267	\$2,859,343	\$4,580,526	7,439,869

BENTON COUNTY, WASHINGTON

2017-2018 Preliminary Public Safety Tax Budget

Revenues, Expenditures and Fund Balance

December 6, 2016 @ 8:00 AM

	2015/16 Adopted Budget	2017/18 Preliminary Baseline	Final Revision	2017/18 Adjusted Budget
Estimated Beginning Fund Balance	\$0	\$9,500,000	\$0	\$9,500,000
Revenues:				
Public Safety Tax (3/10%)	4,421,192	13,551,459	0	13,551,459
Miscellaneous Revenues	192,823	17,846	0	17,846
Total Revenues	4,614,015	13,569,305	0	13,569,305
Expenditures:				
Clerk	82,937	125,134	289,163	414,297
District Court	20,918	235,538	(157,140)	78,398
Mental Health Court	405,527	666,476	131,270	797,746
Non-Departmental	500,000	500,000	2,028,624	2,528,624
Prosecuting Attorney	364,305	755,686	165,865	921,551
Sheriff-Custody	767,537	1,250,093	982	1,251,075
Sheriff-Patrol	1,402,462	2,897,698	130,447	3,028,145
Metro Drug Task Force	146,294	261,602	61,278	322,880
Superior Court	119,072	246,082	(12,875)	233,207
Public Safety Administration	29,561	92,582	90	92,672
Office of Public Defense	175,238	197,703	51,253	248,956
Adult & Juvenile Drug Court	488,174	783,427	126,767	910,194
Juvenile Operations	141,100	205,209	879	206,088
Total Expenditures	4,643,125	8,217,230	2,816,603	11,033,833
Net Increase/(Decrease) to Fund Balance	(29,110)	5,352,075	(2,816,603)	2,535,472
Estimated Ending Fund Balance	(\$29,110)	\$14,852,075	(\$2,816,603)	\$12,035,472

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE FINAL 2017-2018 BENTON COUNTY BUDGETS

WHEREAS, after notice given pursuant to RCW 36.40 et. seq. the first public hearing on the 2017 - 2018 budgets was held on December 20, 2016 for the purpose of fixing the final budgets; **NOW THEREFORE**,

BE IT RESOLVED, the 2017 – 2018 Benton County budgets are adopted at the following levels:

- Agency expenses (0000's) – category level within each department.
- Salaries (1000's) – category level within each department, however, line item transfers to or from overtime, temporary help, and holiday pay will need Board approval.
- Benefits (2000's) – category level within each department, however, employee payroll benefits such as social security, retirement, and medical insurance cannot be used for employee benefits such as uniforms, uniform accessories, and uniform laundry without Board approval.
- Supplies (3000's) – category level within each department.
- Other services and charges (4000's) – category level within each department.
- Intergovernmental services (5000's) – category level within each department.
- Capital outlays (6000's) – category level within each department.
- Interfund payments (9000's) – category level within each department.

BE IT FURTHER RESOLVED, line item transfers between categories within each department, with the exception of transfers between 3000's (computer replacement and non-replacement computers excluded) and 4000's, will need Board approval; and

BE IT FURTHER RESOLVED, line item transfers from other categories, that are meant to create a new position in the 1000's and 2000's, are to be brought before the Board of Commissioners under scheduled business for discussion; and

BE IT FURTHER RESOLVED, each department is required to account for expenditures and revenues within the BARS-assigned account numbers including the prime and base sub-field, element and sub-element field, and object and sub-object field as detailed by each departmental budget; and

BE IT FURTHER RESOLVED per the detailed attachments to this resolution, the Benton County budgets for 2017 - 2018 are hereby adopted:

Total Current Expense Revenues	\$122,838,223
Total Current Expense Expenditures	\$122,898,354
To Balance	\$ 60,131
Total Road Fund Revenues	\$ 29,410,205
Total Road Fund Expenditures	\$ 35,817,604
To Balance	\$ 6,407,399
Total Other Funds Revenues	\$ 96,969,820
Total Other Funds Expenditures	\$148,825,924
To Balance	\$ 51,856,104
Total Revenues	\$249,218,248
Total Expenditures	\$307,541,822
To Balance	\$ 58,323,634

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

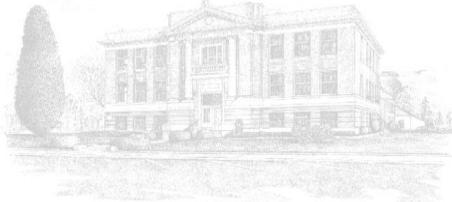
Constituting the Board of County
Commissioners of Benton County,
Washington

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



December 20, 2016

TO: Citizens of Benton County
RE: 2017-2018 Benton County Budget

Citizens of Benton County,

It is an honor to present the final 2017-2018 Benton County biennial budget. This budget is the fourth biennial budget that the County has prepared as means to maintain the financial stability and continued sustainability of County services. This biennial budget appears to have a 8% increase over the 2015-2016 budget, due to large capital improvement projects and system updates that allow the County to provide high-quality, timely services to the community.

New projects include, but are not limited to: 1) Justice Center tenant improvements including office space remodels; 2) Justice Center roof renovations to include the main Justice Center buildings as well as the Coroner's building; 3) Improvements to Benton County Fairgrounds, including building renovations and expo hall construction; and 4) Security system updates. Along with the progression of these new projects, the County has seen substantial progress or completion of past projects. The property tax and assessment system update has been completed as well as the replacement of heating, ventilation, and air-conditioning systems in the Prosser Courthouse. There has also been continued progress in discussions of construction for the Mental Health Detention section in the Jail, with completion of feasibility studies and staffing studies to determine the appropriate next steps for the project.

These capital projects, along with others, can be found in the Capital Improvement Plan (CIP) which was approved on November 1, 2016 and is located on the Benton County website at <http://benton.municipalcms.com/docview.aspx?docid=12592>.

Investment in new technologies remains a high priority for the County. In 2016, the County implemented Facebook and Twitter pages as a way to connect with our constituents and provide timely, relevant information. A new website has been implemented, with the goal to give employees and community members a more efficient and user-friendly way to connect with services, pay fines, get information, and contact us.

Even as the economy in our region continues to improve, the County's financial forecast shows that our future costs are outpacing anticipated revenues. In the past budget cycle, 2015-2016, the County was able to remain "budget-neutral" – with sales tax increases covering losses experienced due to legal financial obligation (LFO) impacts. This challenge was presented to the Commissioners as well as to other elected officials, with the budget reflecting elected officials' and department managers' continued conscientiousness in ensuring efficiency while continuing to provide exceptional service to our citizens. Through sound fiscal decision-making and efforts to seek out efficiencies, Benton County was able to balance its 2017-2018 General Fund biennial budget.

The Public Safety Sales Tax, approved by taxpayers in 2014, has shown to be extraordinarily successful in combatting local crime and gang involvement. The County has hired numerous additional officers and provided them with new up-to-date equipment, successfully implemented Mental Health Court, which has been reporting high success, and has contracted with multiple community organizations to provide gang and crime prevention services throughout the community, with funding through the Benton County Gang and Crime Prevention Initiative. The 2017-2018 biennium will be the first full biennium operation of this Initiative, with high rates of success anticipated.

The Rural County Capital Fund now has substantial funds to pay off the remaining bond debt obligation, with a new contract being drafted to allow the County and Cities to partner in economic development projects. We look forward to working with the Cities and local economic development organizations as we work together to improve our community.

Despite these successes, there are still some uncertainties that lie ahead for 2017-2018. Although there are signs of increased revenue from retail sales and use tax, the County's second-largest revenue source, there will continue to be close monitoring of these funds. The County will analyze these projections quarterly, to ensure that there is adequate preparation to respond in case of any major variances occur.

Another uncertainty lies in the County's receipt of Payments in Lieu of Taxes (PILT) from the United States Department of Energy. These funds are received because the Hanford Site occupies a large property area that otherwise would be available for property taxes. Much of these funds are passed on from the County to local school districts, library districts, and the Port of Benton to pay for projects and improvements to the community. The County has been experiencing difficulty in receiving these funds, and is therefore a financial uncertainty for the coming budget.

The Affordable Care Act (ACA) remains an uncertainty for the County in 2017-2018. The County is continuing to work through the potential fiscal impact of the ACA, with concerns over the high-cost plan tax (aka "Cadillac tax") that would take effect in 2020.

In summary, the Benton County 2017-2018 biennial budget is fiscally sound and continues to provide the citizens of Benton County with high-quality services. As such, the Board of Benton County Commissioners would like to acknowledge and thank the elected officials, department managers, and all employees for their diligent work to achieve County-wide goals and providing exceptional customer service to our citizens. We are optimistic that 2017-2018 will be prosperous for Benton County and its citizens.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Shon Small, Chairman

James Beaver, Commissioner

Jerome Delvin, Commissioner