

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, August 30, 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**

❖ **August 23, 2016 Board Meeting**

**Review Agenda**

**Consent Agenda**

**Auditor**

**a.** Management Letter to State Auditor

**Facilities**

**b.** Line Item Transfer, Fund No. 0000-101, Dept. 110

**c.** Line Item Transfer, Fund No. 0000-101, Dept. 110 to Dept. 126

**Human Services**

**d.** Amended Agreement #2 w/Domestic Violence Services for Emergency Solutions Grant

**Information Technologies**

**e.** Purchase of Storage Area Network Units for Data Centers from Thornburg Computer Services

**Juvenile**

**f.** Line Item Transfer, Fund No. 0115-101, Dept. 173

**Office of Public Defense**

**g.** Public Defense Services Agreement w/M Trombley for Juvenile Court

**Parks**

**h.** Line Item Transfer, Fund No. 0000-101, Dept. 126

**Personnel**

**i.** Establishing an Engineering Technician I Classification Description & Salary Grade

**Public Works**

**j.** Award of Kennewick Annex Parking Lot Grading to D & D Tri-Rivers Excavating, Inc.

**k.** Purchase of 60 Tons of HF-150 Oil from Idaho Asphalt Supply, Inc.

**l.** Updated Road Department Organization Chart

**m.** Purchase of Hazardous Waste Disposal Services From Clean Harbors Environmental Services

**Scheduled Business**

**Copier** Lease Agreement w/Ricoh ~ J Delvin

**Prosser** Economic Development Quarterly Update ~ D Heintz

**Planning** Department Update ~ M Shuttleworth

**Six-Year** Road Plan Preliminary Prospectus ~ M Rasmussen

**Unscheduled Visitors**

**Other Business**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, August 23, 2016, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Building Manager Steve Brown and Fire Marshal Ken Williams; Shyanne Faulconer, Community Programs/PR Coordinator; Public Services Administrator Fred Bowen; and Erhiza Rivera, Deputy Treasurer.

**Approval of Minutes**

The Minutes of August 16, 2016 were approved.

**Consent Agenda**

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

**Commissioners**

- a. Contract w/WA State Military Department for E911 Services
- b. Line Item Transfer, Fund No. 0000-101, Dept. 115

**Human Services**

- c. Agreement w/Housing Authority of Kennewick for Nueva Vista Development Housing

**Parks**

- d. Contract w/Environmental Assessment Services for Cultural Resources Assessment @ Horn Rapids Park

**Personnel**

- e. Settlement Agreement and Release Regarding Claim Number CC 2016-08

**Public Safety Tax**

- f. Amendment #1 to Agreement w/Boys & Girls Club for Prosser Teen Program Investment

**Public Works**

- g. Approval of Invoices from Dave Martin Family Auto for Detailing of Five Vehicles

- h. Agreement w/PBS Engineering & Environmental Inc for Geophysical/Geotechnical Services

**Sheriff**

- i. Salary Request Statement
- j. Salary Request Statement
- k. Line Item Transfer, Fund No. 0000-101, Dept. 119 & 120

**Public Hearing – Budget Adjustment – Rural County Capital Fund**

Adam Fyall presented the budget adjustment to the Rural County Capital Fund to create new codes for distribution to the other local governments per Resolution 2016-534 for allocation of the accumulated and future monies. He said this budget adjustment only dealt with the accumulated reserve as of March 31, 2016. Additionally, he was working on a new agreement with the Cities and Ports on how dollars would be distributed to them for qualified projects and he would bring that to the Board for approval shortly.

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

**MOTION:** Commissioner Delvin moved to approve the budget adjustment to the Rural County Capital Fund No. 0144-101 in the amount of \$5,953,137. Commissioner Beaver seconded and upon vote, the motion carried.

Mr. Sparks commented that he met with the Port of Kennewick and they expressed their gratitude and were looking at partnering with the City of Kennewick to utilize the funds to develop around the Columbia Drive area for the new Urban Wine & Artisan Village.

**Lease Agreement with Ricoh for (4) Copiers – Auditor’s Office**

Brenda Chilton presented the lease agreement with Ricoh for four copiers. She indicated that DPA Reid Hay was not comfortable with some of the language in the state contract and not willing to approve the agreement as to form. She said they had used these contracts in the past and felt the risk was very low.

**MOTION:** Commissioner Delvin moved to approve the lease agreement for four copiers from Ricoh for the Benton County Auditor’ Office and authorize the Chairman to sign. Commissioner Beaver seconded and upon vote, the motion carried.

**Local Task Force Agreement w/US Dept. of Justice DEA**

Captain Vannoy via/video conference presented an agreement for the Sheriff’s office to continue participating in assisting the DEA through the Tri-Cities Metro Drug Task Force. The current agreement expired on September 30, 2016 and this would continue the agreement to assign one deputy to assist the DEA and they would provide, subject to available funds, necessary equipment, office space, and other support items.

The Prosecuting Attorney's office declined to approve the agreement in the past due to the lack of specific basic terms on the structure of the organization, as well as the reimbursement to the Sheriff's Office for the assigned officer and was again not approving the agreement as to form.

**MOTION:** Commissioner Delvin moved to approve the resolution and attached Agreement between Benton County Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA), and authorize the Benton County Sheriff to sign said agreement, along with the Certifications regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements attached to the Agreement. Commissioner Beaver seconded and upon vote, the motion carried.

### **Public Safety Tax Status Report Presentation**

Shyanne Faulconer gave a Powerpoint presentation and briefly discussed the following:

- In 2016, the Benton County Public Safety Tax funded five program contracts under the Benton County Gang and Crime Prevention Initiative. Those five programs were:
  - Nurse Family Partnership Program (Benton-Franklin Health District)
  - Human Trafficking Survivor Services (Mirror Ministries)
  - Kiona-Benton Crime Prevention Program (Kiona-Benton City School District)
  - Overnight Emergency Youth Shelter (Safe Harbor Support Center)
  - Prosser Teen Program Investment (Boys & Girls Clubs of Benton and Franklin Counties)
  - Total 2016 Budget for all programs - \$259,027.50
- A new RFP for programs was anticipated to open in September and would allow for two year contracts if needed to match the 2017-2018 biennium.
- Washington State Public Safety Tax County Comparison - information on the other websites was difficult to find; she was ensuring Benton County's information was readily accessible to the public.

### **Building Department Codes Update**

Steve Brown and Ken Williams presented the proposed ordinances to go to public hearing implementing the State's newly adopted International Building, Residential, Mechanical, Fire, Swimming Pool and Uniform Plumbing Code Plumbing Codes effective July 1, 2016.

Mr. Brown said they were adopting as is, with a few editorial changes and the changes previously made would continue. He commented that the State adopted a new swimming pool and spa code and Benton County was deleting the old code which previously incorporated that section into the other codes and adopting a new code.

The Board approved the ordinances to go to public hearing.

## **Other Business**

Commissioner Beaver and Delvin commented on their participation in the Benton-Franklin Fair Parade.

Chairman Small said he attended the BCES meeting and discussed an email received from Franklin County Commissioner Peck regarding the PSAP consolidation proposal. He said in short, nothing was decided at the meeting and he asked the Board to read the information he provided and that BCES would be discussing this further on Thursday.

Commissioner Beaver reiterated his concern about Benton County being asked to subsidize Franklin County's tax base and that he continued to have reluctance to get involved. He said he was concerned about the inequity and using Benton County taxes to subsidize the neighboring county.

Commissioner Delvin said the concept was good that Franklin County and City of Pasco were willing to pay the consolidation cost and user cost but the BCES board needed to make a decision if they wanted them to come on board; then they could get the details worked out with a new Memorandum of Understanding.

## **Vouchers**

Check Date: 08/15/2016

Warrant #: 239883-239886  
Direct Deposit #: 116753-116938  
Total all funds: \$112,194.06

Taxes #: 101160816  
Total all funds: \$37,005.81

Check Date: 08/19/2016

Warrant #: 143688-144108  
Total all funds: \$10,985.72

Transfers #: 08191601-08191614  
Total all funds: \$978,758.74

Warrant #: 144109-144293  
Total all funds: \$431,226.25

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

**Resolutions**

- 2016-630: Contract w/WA State Military Department for E911 Services
- 2016-631: Line Item Transfer, Fund No. 0000-101, Dept. 115
- 2016-632: Agreement w/Housing Authority of Kennewick for Nueva Vista Development Housing
- 2016-633: Contract w/Environmental Assessment Services for Cultural Resources Assessment @ Horn Rapids Park
- 2016-634: Settlement Agreement and Release Regarding Claim Number CC 2016-08
- 2016-635: Amendment #1 to Agreement w/Boys & Girls Club for Prosser Teen Program Investment
- 2016-636: Approval of Invoices from Dave Martin Family Auto for Detailing of Five Vehicles
- 2016-637: Agreement w/PBS Engineering & Environmental Inc for Geophysical Geotechnical Services
- 2016-638: Line Item Transfer, Fund No. 0000-101, Dept. 119 & 120
- 2016-639: Budget Adjustment – Rural County Capital Fund
- 2016-640: Lease Agreement for Auditor’s Office with Ricoh
- 2016-641: Agreement Between Benton County Sheriff’s Office and DEA

There being no further business before the Board, the meeting adjourned at approximately 9:35 a.m.

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>08/30/2016</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Management Letter To State Auditor</u>	Pass Resolution	_____	_____ <u>X</u>
Prepared by:	<u>Van Pettey</u>	Pass Ordinance	_____	Public Hearing
Reviewed by:	<u>Brenda Chilton, Duane Davidson</u>	Pass Motion	_____	1st Discussion
		Other	_____ <u>X</u>	2nd Discussion
				Other

**BACKGROUND INFORMATION**

Management letter to close out the Federal Single Audit of Benton County for 2015.

**SUMMARY**

Management letter from Benton County to the State Auditor’s Office containing representations which affirm the County’s cooperation during the Audit of Benton County’s 2015 Federal Grants & Assistance.

**RECOMMENDATION**

Pass on Consent Agenda & Sign

**FISCAL IMPACT**

N/A

**MOTION**

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



August 30, 2016

Ms. Deborah O'Leary, Assistant State Auditor  
Washington State Auditor's Office  
100 North Morain, Suite 216  
Kennewick, WA 99336

Dear Ms. O'Leary:

We are providing this letter in connection with your audit of the financial statements of Benton County for the period January 1, 2015 through December 31, 2015. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve a weakness, omission or misstatement of information that, in the light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the weakness, omission or misstatement.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

1. We have provided you with unrestricted access to people you wished to speak with and made available requested and relevant information of which we are aware, including:
  - a. Financial records and related data.
  - b. Minutes of the meetings of the Board of Commissioners or summaries of actions of recent meetings for which minutes have not yet been prepared.
  - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
  - d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.

- e. Related party relationships and transactions.
  - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.
2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, such as HIPAA requirements, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.
3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. We have established adequate procedures and controls to safeguard public resources and ensure compliance with applicable laws and regulations.
8. Except as reported to you in accordance with RCW 43.09.185, we have no knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others.
9. All material transactions have been properly recorded in the financial records.
10. We acknowledge our responsibility for complying, and have complied, with the requirements of 2 CFR § 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.
11. With regards to your audit of federal grant programs, we have made available all relevant and requested information of which we are aware, including:
  - a. All contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal agencies or pass-through agencies related to federal awards
  - b. All information regarding management decisions or follow-up work performed by federal or pass-through agencies on any findings reported in the past.
  - c. All documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

- d. Any contracts or other agreements with service organizations and any communications from our service organizations relating to noncompliance with federal laws and regulations at the service organization.
12. We have prepared the Schedule of Expenditures of Federal Awards (SEFA) and included all expenditures from federal agencies and pass-through agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. We believe that the Schedule, including its form and content, is fairly presented in accordance with 2 CFR § 200.
13. We have disclosed to you all significant changes in the methods of measurement and presentation of the SEFA, reasons for any changes and significant assumptions or interpretations underlying the measurement or presentation of the SEFA.
14. We have identified the requirements of laws, regulations, contracts and grant agreements related to each of our federal awards.
15. We have complied, in all material respects, with the compliance requirements related to our federal awards.
16. We have discussed with you any federal compliance requirements that vary from federal or pass-through agency interpretations.
17. We have maintained internal control over federal programs sufficient to provide reasonable assurance that awards are managed in compliance with laws, regulations, contracts or grant agreements that could have a material effect on each of our federal awards.
18. We have disclosed whether any changes in internal controls over federal awards, including any corrective action taken in response to findings, has occurred subsequent to the audit period.
19. We are not aware of any amounts questioned or known noncompliance with requirements of our federal awards occurring during or subsequent to the audit period. Further, we have made available to you the results of any other audits or program reviews.
20. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared, and are prepared on a basis consistent with that presented in the Schedule of Expenditures of Federal Awards.
21. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through agencies.
22. We have advised our subrecipients of requirements imposed on them by Federal laws, regulations, contracts or grant agreements as well as any supplemental requirements we impose as a condition of receiving Federal awards.

Ms. Deborah O'Leary, Assistant State Auditor

August 30, 2016

Page 4 of 4

23. We have monitored the activities of our subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, contracts or grant agreements.

---

Shon Small  
Chairperson,  
Board of County Commissioners

---

Brenda Chilton  
Benton County Auditor

---

Duane A. Davidson  
Benton County Treasurer

cc: Board of County Commissioners  
Brenda Chilton, Benton County Auditor  
Duane A. Davidson, Benton County Treasurer  
Ryan Brown, Chief Civil Deputy, Benton County

# 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 110.

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
518-301	1265	Public Services Administrator	\$4,762	518-301	1263	Maintenance Worker	\$6,128
518-301	1268	Maintenance Worker	\$3,041	518-301	1264	Maintenance Worker	\$7,944
518-301	1269	Electronics Technician	\$25,307	518-301	1272	Maintenance Worker	\$5,033
518-301	4894	ER&R Repair & Maint.	\$5,454	518-301	1273	Maintenance Worker	\$7,944
518-302	4931	Contingency	\$60,000	518-301	1520	Facilities Manager	\$20,830
				518-301	1552	Facilities Supervisor	\$12,277
				518-301	2103	Medical Insurance	\$38,408
<b>TOTAL</b>			<b>\$98,564</b>	<b>TOTAL</b>			<b>\$98,564</b>

Explanation:

**2015-2016 Budget. To cover shortages in salaries and benefits due to changing from Bargaining to Non-Bargaining for amounts not budgeted.**

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND  
0000101, FACILITIES DEPT. 110 TO CURRENT EXPENSE FUND 0000101,  
PARKS DEPT. 126

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: Dept. 110

TRANSFER TO: Dept. 126

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-302	4931	Contingency	\$15,000	576-800	1533	Park Caretaker	\$7,600
				576-800	1538	Park Caretaker	\$6,300
				576-800	2102	Social Security	\$1,100
TOTAL			\$15,000	TOTAL			\$15,000

Explanation:

**2015-2016 Budget. To cover shortages in salaries and benefits due to changing from Bargaining to Non-Bargaining and increase in rates not budgeted.**

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services currently contracts with Domestic Violence Services of Benton and Franklin Counties (DVSBF) to provide services through the Emergency Solutions Grant (ESG) approved by Benton County Resolution No. 2015 137 and Franklin County Resolution No. 2015 049.

The purpose of this Second Amendment is to amend the duration of this Agreement to June 30, 2017.

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

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Tammie Smith, DHS

**SUMMARY**

**Award:** Unchanged  
**Period:** January 1, 2015 through June 30, 2017  
**Funding Source:** Washington State Department of Commerce

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Second Amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a Consideration amount that remains unchanged.

**MOTION**

To approve signing a Second Amendment to Agreement #ESG-DVS-2015, between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties (DVSBF), and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

2016 304

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

**IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #ESG-DVS-2015 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES (DVSBF)**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently contracts with Domestic Violence Services of Benton and Franklin Counties (DVSBF) to provide services through the Emergency Solutions Grant (ESG) approved by Benton County Resolution No. 2015 137 and Franklin County Resolution No. 2015 049; and

**WHEREAS**, the purpose of this Second Amendment is to amend the duration of this Agreement to June 30, 2017;

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

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of Franklin County Commissioners be, and hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #ESG-DVS-2015, to amend the duration of the Agreement to extend the end date to June 30, 2017; and

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

Dated this.....day of ....., 2016

Dated this...17...day of AUGUST..., 2016

\_\_\_\_\_  
Chairman of Board

  
\_\_\_\_\_  
Chairman of Board

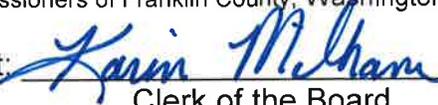
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

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

This Second Amendment (also hereinafter referred to herein as "Grant") is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES") and **Domestic Violence Services of Benton and Franklin Counties (DVSBF)**, a nonprofit social service organization, with its principal offices at 3311 W. Clearwater, Suite C-140, Kennewick, WA 99336 (hereinafter "Grantee").

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

**Grantee Contact Information:**  
Dan Aspiri, Executive Director  
Domestic Violence Services  
3311 W. Clearwater, Ste. C-140  
Kennewick, WA 99336  
Phone: 509.735.1295  
E-Mail: [dan.a@dvsbf.org](mailto:dan.a@dvsbf.org)

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

Attachments incorporated into this Agreement:  
None

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

For the Grantee:



Title: Executive Director Date: 7-29-2016

For Benton County:

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

  
\_\_\_\_\_  
Franklin County Commissioners Date 8-17-16

  
\_\_\_\_\_  
Attest: Clerk of the Board 8-17-16

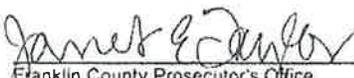
Approved as to Content:

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Department of Human Services

\_\_\_\_\_  
Benton County Prosecutor's Office

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

**PURPOSE**

The purpose of this Second Amendment is to extend the end date from June 30, 2016 to June 30, 2017.

The Agreement End Date on the face sheet of the contract shall be June 30, 2017.

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

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: August 30, 2016	Execute Contract	___
Subject: Authorize purchase replacement Dell EqualLogic Storage Area Network Arrays units	Pass Resolution	_X_
	Pass Ordinance	___
By: Teri L. Holmes	Pass Motion	___
Reviewed By: Loretta SmithKelty	Other	___
	Consent Agenda	_X_
	Public Hearing	___
	1st Discussion	___
	2nd Discussion	___
	Other	___

**BACKGROUND INFORMATION**

In 2010 and 2011 Benton County purchased new Dell EqualLogic Storage Area Network units for both the Justice Center and Courthouse. Dell EqualLogic storage has performed well and become the Counties data storage backbone. Providing high availability uptime to County data and resources is a priority for Information Technology, we feel replacing these units is a proactive step.

**SUMMARY**

Using Washington State Contract (T10-MST-296) vendors and members of National Association of State Procurement Officials (WSCA/NASPO) quotes were solicited for Dell EqualLogic Storage Area Network Arrays Compellent Series solutions. The responses were reviewed for fit and function by the Information Technology.

**RECOMMENDATION**

Information Technology recommends the Board of Benton County Commissioners approve the purchase of Dell EqualLogic Storage Area Network Arrays Compellent Series solutions including licenses and five year software and Copilot support Justice Center and Courthouse Data Centers utilizing Washington State and NASPO T10-MST-296 contract from Thornburg Computer Services, LLC Olympia, WA in an amount not to exceed \$120,105.52 excluding Washington State Sales Tax.

**FISCAL IMPACT**

None, equipment being replaced are enrolled in replacement fund.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING STORAGE AREA NETWORK UNITS FOR BOTH JUSTICE CENTER AND COURTHOUSE DATA CENTERS INCLUDING LICENSES AND FIVE YEAR SOFTWARE AND COPILOT SUPPORT FROM THORNBURG COMPUTER SERVICES, OLYMPIA, WA.

WHEREAS, the current network storage area array is eligible for replacement; and

WHEREAS, it is highly desirable to increase the amount of available network storage space; and

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

WHEREAS, vendors on the Washington State Contract (T10-MST-296 06112) and NASPO ValuePoint were solicited to submit quotes for Dell EqualLogic Storage Area Network Arrays Compellent Series; and

Extend IT Solutions	Bellevue, WA	\$119,583.52 (no longer NASPO)
Bridge Data	Issaquah, WA	\$140,449.94
Thornburg Computer Services, LLC	Olympia, WA	\$120,105.52

WHEREAS, Information Technology has reviewed the responses received and recommends purchasing the Dell EqualLogic Storage Area Network Arrays Compellent Series including licenses and five year software and Copilot support from Thornburg Computer Services, LLC as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes Information Technology to purchase from Thornburg Computer Services, LLC the Dell EqualLogic Storage Area Network Arrays Compellent Series including licenses and five year software and Copilot support in an amount not to exceed \$120,105.52 excluding Washington State Sales Tax for Justice Center and Courthouse Data Centers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

of Benton County, Washington.

Original: Central Services  
Copies: Auditor

T Holmes

**Extend**

10900 NE 4th St., Suite 2300  
 Bellevue, WA 98004  
 Ph (425) 372-7500 Fx (425) 484-2021  
 www.extenditsolutions.com

**Quote**

Date	Quote#
6/14/2016	BDDELL11513

Bill To
Benton Count Information Technology Attn: Accounts Payable PO Box 608 Prosser, WA 98350

Ship To
Benton Count Information Technology Attn: Robert Heard 620 Market St. Prosser, WA 98350-1300

P.O. No.	Terms	Quote Valid	Rep	Project OID	FOB	Ship Via	
	Net 30	7/14/2016		10329			
Item	Description				Qty	Unit Pri...	Total
CT-SC4020-BASE-ISCSI	Prosser Location SAN configuration: Dell SC4020 10Gb iSCSI - 4ports (Single drives)				1	0.00	0.00
DS-SAS12-35-6000X7K-D	Dell 6TB, SAS, 12GB, 7K HDD				12	0.00	0.00
DS-SAS-25-480SSDRI-M-Y	Dell 480GB, SAS 12Gb, SSD, Mainstream RI, 2.5				12	0.00	0.00
EN-BLNK-SAS6-25-Y	Dell Enclosure Blank, SAS, Drive Bay Blanks, 2.5"				12	0.00	0.00
EN-SC200-1235	Dell Compellent SC200 Enclosure, 3.5" 12-Bay				1	0.00	0.00
PA-CBL-SAS-2M-D	Dell 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2				1	0.00	0.00
PA-PC-2M-D	Dell C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2				1	0.00	0.00
PA-PC-2M-Y	Dell C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2				1	0.00	0.00
PA-RK-RR2-D	Dell Ready Rails II Static Rails for 4-post Racks				1	0.00	0.00
SW-CORE-BASE48	Dell SW, Storage Center OS Core Base License				1	0.00	0.00
SW-PERF-BASE48	SW, Storage Performance Bundle Base Licens				1	0.00	0.00
SW-RDP-BASE48	Dell SW, Remote Data Protection Bundle Base License				1	0.00	0.00
PS-SC2XX2U-PD	Dell ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure				1	0.00	0.00
PS-SC4XXX-PD	Dell ProDeploy Dell Storage SC Series 4XXX SAN				1	0.00	0.00
PA-CBL-SAS-2M-DSP	Dell 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty2, CUS				1	0.00	0.00
Dell-Copilot -Support	Dell Copilot Support for SC4020 - 5 years				1	0.00	0.00
Dell-VA Software Support	Dell VA Software Support for SC4020 - 5 years				1	0.00	0.00
Dell-Bundle	Dell Bundle Pricing for the Products and Services listed in the lines above in this quote				1	59791.76	59,791.76
CT-SC4020-BASE-ISCSI	Kennewick location SAN configuration: Dell SC4020 10Gb iSCSI - 4ports (Single drives)				1	0.00	0.00
DS-SAS12-35-6000X7K-D	Dell 6TB, SAS, 12GB, 7K HDD				12	0.00	0.00
DS-SAS-25-480SSDRI-M-Y	Dell 480GB, SAS 12Gb, SSD, Mainstream RI, 2.5				12	0.00	0.00
EN-BLNK-SAS6-25-Y	Dell Enclosure Blank, SAS, Drive Bay Blanks, 2.5"				12	0.00	0.00
EN-SC200-1235	Dell Compellent SC200 Enclosure, 3.5" 12-Bay				1	0.00	0.00
PA-CBL-SAS-2M-D	Dell 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2				1	0.00	0.00
PA-PC-2M-D	Dell C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2				1	0.00	0.00
PA-PC-2M-Y	Dell C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2				1	0.00	0.00
PA-RK-RR2-D	Dell Ready Rails II Static Rails for 4-post Racks				1	0.00	0.00

<b>Subtotal</b>
<b>Sales Tax (8.6%)</b>
<b>Total</b>

Authorized By: \_\_\_\_\_  
 signature authorizes execution of order

Page 1 Date: \_\_\_\_\_

**Extend**

10900 NE 4th St., Suite 2300  
 Bellevue, WA 98004  
 Ph (425) 372-7500 Fx (425) 484-2021  
 www.extenditsolutions.com

**Quote**

Date	Quote#
6/14/2016	BDELL11513

Bill To
Benton Count Information Technology Attn: Accounts Payable PO Box 608 Prosser, WA 98350

Ship To
Benton Count Information Technology Attn: Robert Heard 620 Market St. Prosser, WA 98350-1300

P.O. No.	Terms	Quote Valid	Rep	Project OID	FOB	Ship Via	
	Net 30	7/14/2016		10329			
Item	Description				Qty	Unit Pri...	Total
SW-CORE-BASE48	Dell SW, Storage Center OS Core Base License				1	0.00	0.00
SW-PERF-BASE48	SW, Storage Performance Bundle Base Licens				1	0.00	0.00
SW-RDP-BASE48	Dell SW, Remote Data Protection Bundle Base License				1	0.00	0.00
PS-SC2XX2U-PD	Dell ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure				1	0.00	0.00
PS-SC4XXX-PD	Dell ProDeploy Dell Storage SC Series 4XXX SAN				1	0.00	0.00
PA-CBL-SAS-2M-DSP	Dell 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty2, CUS				1	0.00	0.00
Dell-Copilot -Support	Dell Copilot Support for SC4020 - 5 years				1	0.00	0.00
Dell-VA Software Support	Dell VA Software Support for SC4020 - 5 years				1	0.00	0.00
Dell-Bundle	Dell Bundle Pricing for the Products and Services listed in the lines above in this quote				1	59791.76	59,791.76

To place your order, email or fax a signed copy of this form to your Extend Regional Sales Manager to the above fax number. Then, return the original form(s) with your hard copy signed purchase order, to the above Extend Corporate Office - Attention: Accounting Department. Products are licensed for use at the customer's installation address only unless otherwise specified. Product licenses are not transferable. Products defined as "used" are sold "as is" and do not fall under the normal terms of exchange. Extend's Standard terms & conditions apply.

<b>Subtotal</b>	\$119,583.52
<b>Sales Tax (8.6%)</b>	\$10,284.18
<b>Total</b>	\$129,867.70

Authorized By: \_\_\_\_\_  
 signature authorizes execution of order

Page 2 Date: \_\_\_\_\_



1420 NW GILMAN BLVD, #2118, ISSAQUAH, WA 98027  
 P. (425) 584-7959  
 F. (888) 509-0871

PREPARED FOR

Teri Holmes  
 Benton County

teri.holmes@co.benton.wa.us

QUOTATION

Quote Number: BDS160707-MO-2a  
 Quote Date: 07-Jul-16  
 Valid Until: 06-Aug-16  
 Credit Terms: Net 30  
 Shipping Terms: Prepay & Add

LINE	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
<b>Dell SC4020</b>					
<b>Hardware</b>					
1.01	CT-SC4020-BASE-ISCSI	SC4020 10Gb iSCSI - 4ports (Single drives). Includes:	1	\$101,326.31	\$101,326.31
1.02	DS-SAS-25-480XSSD-Y	Dell 480GB, SAS, 6Gb, 2.5" SSD, RI	12		
1.03	DS-SAS-35-6000X7K-FIPS-D	6TB, SAS 12 Gb, 7k, 3.5 SED FIPS, HDD	12		
1.04	EN-BLNK-SAS6-25-Y	Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	12		
1.05	EN-SC200-1235	Compellent SC200 Enclosure, 3.5" 12-Bay	1		
1.06	PA-CBL-SAS-2M-D	6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	1		
1.07	PA-PC-2M-D	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	1		
1.08	PA-PC-2M-Y	C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	1		
1.09	PA-RK-RR2-D	Ready Rails II Static Rails for 4-post Racks	1		
				<b>SUBTOTAL:</b>	<b>\$101,326.31</b>
<b>Software</b>					
2.01	SW-CORE-BASE48	SW, Storage Center OS Core Base License	1	\$34,820.27	\$34,820.27
2.02	SW-PERF-BASE48	SW, Storage Performance Bundle Base License	1		
2.03	SW-RDP-BASE48	SW, Remote Data Protection Bundle Base License	1		
				<b>SUBTOTAL:</b>	<b>\$34,820.27</b>
<b>Professional Services</b>					
3.01	PS-SC2XX2U-PD	ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure	1	\$4,303.36	\$4,303.36
3.02	PS-SC4XXX-PD	ProDeploy Dell Storage SC Series 4XXX SAN	1		
				<b>SUBTOTAL:</b>	<b>\$4,303.36</b>
				<b>TOTAL PRICE:</b>	<b>\$140,449.94</b>

COMMENTS:

Excludes shipping/handling charges and taxes unless otherwise indicated. Pricing reflective of cash purchase. If paying by credit card, 4% fee applies to total purchase price. Quote valid for 30 days from the date of issue. Prices may be subject to change once the 30 day period has expired.

Thornburg Computer Services, LLC  
P.O. Box 11455  
Olympia, WA 98508-1455



# Quote

Date	Quote #
7/26/2016	7425

DES Contract No.  
SC-05815-003

Name / Address
Benton County Information Technology 620 Market St. Prosser, WA 98350-1300

Description	MPN	Qty	Total
<b>PROSSER LOCATION SAN CONFIGURATION:</b>			
Dell SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI	1	59,791.76T
6TB, SAS, 12GB, 7K HDD	DS-SAS12-35-6000X7K-D	12	0.00T
480GB, SAS 12Gb, SSD, Mainstream RI, 2.5	DS-SAS-25-480SSDRI-M-Y	12	0.00T
Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	EN-BLNK-SAS6-25-Y	12	0.00T
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235	1	0.00T
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	PA-CBL-SAS-2M-D	1	0.00T
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D	1	0.00T
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y	1	0.00T
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D	1	0.00T
SW, Storage Center OS Core Base License	SW-CORE-BASE48	1	0.00T
Storage Performance Bundle Base License	SW-PERF-BASE48	1	0.00T
SW, Remote Data Protection Bundle Base License	SW-RDP-BASE48	1	0.00T
ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure	PS-SC2XX2U-PD	1	0.00T
ProDeploy Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PD	1	0.00T
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty2, CUS	PA-CBL-SAS-2M-DSP	1	0.00T
Copilot Support for SC4020 - 5 years	Dell-Copilot -Support	1	0.00T
VA Software Support for SC4020 - 5 years	Dell-VA Software Support	1	0.00T
<b>KENNEWICK LOCATION SAN CONFIGURATION:</b>			
Dell SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI	1	60,313.76T
6TB, SAS, 12GB, 7K HDD	DS-SAS12-35-6000X7K-D	12	0.00T
480GB, SAS 12Gb, SSD, Mainstream RI, 2.5	DS-SAS-25-480SSDRI-M-Y	12	0.00T
Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	EN-BLNK-SAS6-25-Y	12	0.00T
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235	1	0.00T
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	PA-CBL-SAS-2M-D	1	0.00T
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D	1	0.00T
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y	1	0.00T
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D	1	0.00T
SW, Storage Center OS Core Base License	SW-CORE-BASE48	1	0.00T
SW, Storage Performance Bundle Base License	SW-PERF-BASE48	1	0.00T

	<b>Subtotal</b>
Quotes are good for 30 days	<b>Sales Tax (8.6%)</b>
	<b>Total</b>

Thornburg Computer Services, LLC  
P.O. Box 11455  
Olympia, WA 98508-1455



# Quote

Date	Quote #
7/26/2016	7425

DES Contract No.  
SC-05815-003

Name / Address
Benton County Information Technology 620 Market St. Prosser, WA 98350-1300

Description	MPN	Qty	Total
SW, Remote Data Protection Bundle Base License	SW-RDP-BASE48	1	0.00T
ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure	PS-SC2XX2U-PD	1	0.00T
ProDeploy Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PD	1	0.00T
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty2, CUS	PA-CBL-SAS-2M-DSP	1	0.00T
Copilot Support for SC4020 - 5 years	Dell-Copilot -Support	1	0.00T
VA Software Support for SC4020 - 5 years	Dell-VA Software Support	1	0.00T
Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 5 Meter,CusKit	470-AAVG	8	0.00T

	<b>Subtotal</b>	\$120,105.52
Quotes are good for 30 days	<b>Sales Tax (8.6%)</b>	\$10,329.07
	<b>Total</b>	\$130,434.59

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FEE  
FOR SERVICE FUND NUMBER 0115101, DEPARTMENT NUMBER 173

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

Prepared by: J. Bowe

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
173.527.400	4103	Professional Services	\$15,000	173.527.400	1911	Temporary Help	\$15,000
<b>TOTAL</b>			<b>\$15,000</b>	<b>TOTAL</b>			<b>\$15,000</b>

**Explanation:**  
 Line item transfer necessary to cover costs of temporary help originally budgeted under professional services.

Prepared by:

Date:

Approved  Denied

---

Chairman

Date: \_\_\_\_\_

---

Member

---

Member

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract <input 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 <sup>st</sup> discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
<p>Requested meeting date: August 30, 2016            Presentation length:            Presenting elected office/department: OPD            Prepared by: Eric Hsu            Reviewed by: Loretta Smith-Kelty</p>	

**BACKGROUND INFORMATION**

Benton County is legally obligated to provide public defense services to children involved in juvenile dependency matters in Benton County Superior Court. While Benton County and Franklin County no longer jointly provide public defense services, the juvenile dependency public defense contracts remain joint Benton & Franklin County contracts pending an agreement as to how costs will be shared for those contracts. In July, 2016, attorney Pam Peterson, who held a bi-county juvenile dependency public defense contract, was appointed to the Benton & Franklin Counties Superior Court bench as a Court Commissioner. As such, attorney Peterson was required to relinquish her public defense contract. Attorney Michelle Trombley was selected to replace attorney Peterson requiring the execution of the proposed bi-county public defense contract. Once a cost-sharing agreement has been reached between Benton and Franklin Counties for dependency contracts, all bi-county contracts will be terminated and replaced by single-county contracts with the same contract defenders.

**SUMMARY**

Juvenile dependency public defense contract is proposed for execution.

**RECOMMENDATION**

Execute proposed contract.

**ANTICIPATED FISCAL IMPACT**

None beyond already budgeted.

# BI-COUNTY RESOLUTION

BENTON COUNTY RESOLUTION \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION 2016 298

BEFORE THE BOARDS OF COMMISSIONERS

OF BENTON COUNTY, WASHINGTON & FRANKLIN COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH MICHELLE TROMBLEY FOR PUBLIC DEFENSE SERVICES IN BENTON & FRANKLIN COUNTIES JUVENILE COURT**

**WHEREAS**, Benton County and Franklin County ("Counties") are obligated by law to provide indigent defense services in Benton & Franklin Counties Juvenile Court for dependency cases; 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**, a Request for Qualifications ("RFQ") or other acceptable process was followed, attorney Michelle Trombley ("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**, Attorney has been providing the contract public defense services as detailed above and the services so provided have been satisfactory to the Counties; and

**WHEREAS**, as represented by Attorney, and to the best knowledge of the Counties, Attorney meets all requisite professional, legal and rule-based standards for providing the public defense services as detailed above; and

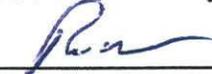
**WHEREAS**, it therefore appears to be in the best interests of the Counties to contract with Attorney for the public defense services as detailed above and in the proposed professional services agreement;

**NOW THEREFORE, BE IT RESOLVED THAT** this contract with maximum Annual compensation of \$34,300.56 plus trial per diems, and other allowable costs and expenses (above and beyond the amount of the underlying agreement itself) be executed as presented.

Dated this . . . . day of . . . . ., 2016

Dated this 10 day of AUGUST, 2016

\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Chairman of the Board

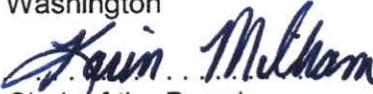
\_\_\_\_\_  
Chairman Pro-Tem

  
\_\_\_\_\_  
Chairman Pro-Tem

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

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

Attest: . . . . .  
Clerk of the Board

Attest:   
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
LEGAL REPRESENTATION TO JUVENILES IN BENTON-  
FRANKLIN COUNTIES JUVENILE COURT  
(DEPENDENCY CASELOAD)**

<b>CONTRACT SUMMARY</b>			
<b>Contract Type</b>	<b>Juvenile – Dependency</b>		
<b>Contract Number</b>	<b>BFJC1617MTT001</b>	<b>Contract Holder</b>	<b>Michelle T. Trombley</b>
<b>WSBA #</b>	<b>42912</b>	<b>Effective Dates</b>	<b>7/18/16 – 12/31/17</b>
<b>Caseload Cap</b>	<b>30</b>	<b>Compensation</b>	<b>\$2,858.38</b>

**THIS AGREEMENT** is entered into by and between **Michelle T. Trombley**, attorney at law, Washington State Bar Association # **42912** (“Attorney”), and **BENTON COUNTY, WASHINGTON**, and **FRANKLIN COUNTY, WASHINGTON**, state of Washington political subdivisions (jointly “Counties”), for and on behalf of the Benton-Franklin Counties Office of Public Defense (“OPD”).

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

- A.** The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively “Civil Proceedings”) in the Juvenile Division of the Counties’ respective Superior Court (the “Juvenile Court Division” or “Juvenile Court”).
- B.** Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **July 18, 2016**, and shall continue thereafter through and including **December 31, 2017**, 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 **7135 W Hood PI, Kennewick, WA 99336**; Attorney's current local office telephone and fax numbers are **509-491-3941 and (no fax number)**, respectively; and Attorney's current office/work e-mail address is **Trombleylaw@outlook.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, area and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Public Defense Managers for each county ("PDMs"), the Benton County Prosecuting Attorney, the Franklin County Prosecuting Attorney, and the Benton-Franklin Counties Juvenile Court Administrator ("JCA").

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

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the Counties have an obligation to provide competent and effective legal counsel to juveniles subject to proceedings in Juvenile 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 crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court juvenile public defense for Class B and Class C felonies as adopted by the 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 Counties 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 Counties, to immediate termination.

(iii) Attorney acknowledges and agrees that the Counties may conduct criminal history background check(s) on Attorney including any such recurring check as the Counties may deem appropriate, in their 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 Counties receiving a non-complying or otherwise unsatisfactory criminal history background check report.

(iv) 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 documenting and reporting of sexual misconduct.

(v) Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDMs of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if the Counties are timely notified by Attorney, the Counties may elect, at their sole discretion, to terminate this Agreement and, if they elect to do so, may do so with ten (10) days written notice to Attorney:

- (a) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other state, or federal law;
- (b) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services;

- (c) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other state or federal statute; and/or
- (d) Any crime of dishonesty or deception.

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

c. 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.

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

e. Attorney recognizes and acknowledges that Attorney is required by Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to juveniles, and to

periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the Counties' monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the Counties are notified by any court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

f. 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 ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the Counties have entered into, or contemplate entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide defense services to persons subject to Civil Proceedings in Juvenile Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the JCA, the PDMs, and any attorneys hired and employed by the Counties ("Staff Defenders") to provide criminal defense services to persons accused of crimes in Juvenile Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Staff Defenders (collectively the "Juvenile Court Criminal Defense Panel"). The JCA and/or the PDMs shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

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

- All Civil Proceedings under the jurisdiction of the Juvenile Court.
- Any other type of Juvenile Court Division case or matter (regardless of whether criminal based or civil based) in which another Juvenile Court Civil Defense Panel Member and/or a Juvenile Court Criminal Defense Panel Member and/or any other attorney who is under a professional services agreement to provide legal representation in Juvenile Court is unable to handle due to a conflict of interest.

At Attorney's request, Attorney may be appointed to any of the following matters at the sole and exclusive discretion of the JJC Administrator:

- Juvenile truancy and/or At-Risk Youth court dockets.
- Truancy Board representation.
- Juvenile criminal conflict cases up to the maximum

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of adjudication, dismissal of all charges, or a change of plea and entering of a disposition. Provided, however, that if a case is re-tried for any reason, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of dispositions and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such program and is ordered to show cause why their participation in such program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 below.

In the event that Attorney desires to terminate this Agreement, or decides, upon natural expiration of this Agreement, not to renew, then Attorney shall provide ninety (90) days written notice of such intent. In the case of termination by such notice, or if Counties terminate the agreement by providing notice to Attorney, Attorney shall have no further responsibilities to appointed clients pursuant to this Agreement past the effective date of the termination. In the case of natural expiration of this Agreement, if Attorney fails to provide written notice of desire not to renew at least ninety (90) days prior to the actual expiration date, then Attorney shall nevertheless continue to represent appointed clients until 90 days has elapsed from the date when the written notice of nonrenewal is provided even if a portion of the 90 day period extends past the effective date of the expiration. If a portion of this 90 day period extends past the effective date of the expiration, then Attorney shall be entitled to a pro-rated compensation for the period of continued representation that extends past the effective date of expiration.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments to represent children in Civil Proceedings to a floating caseload maximum of 30 open cases pending at any given time and shall additionally accept up to 10 Juvenile Court criminal conflict cases. The date of court appointment shall determine the calendar year in which each individual Juvenile Court criminal conflict case is to be counted. Truancy and/or At-Risk Youth docket representation, being separately compensated, shall not count toward the above-stated caseload caps.

Throughout the term of this Agreement, the Legal Process Unit of the Juvenile Justice Center shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total

case equivalents hereunder. The Legal Process Unit shall provide copies of such records to the PDMs and Attorney on a monthly basis. Upon receipt of such records on a monthly basis, Attorney shall certify the accuracy of such records and return them to the Legal Process Unit within ten (10) business days or shall, if necessary, dispute the accuracy of the records. In the event that Attorney disputes the accuracy of such records, Attorney shall bear the burden of providing evidence of such inaccuracy and of the appropriate count(s). The obligation to review and sign off on the accuracy of records on a monthly basis is an affirmative and express obligation of Attorney under this Agreement and, pursuant to Section 12g. below, Attorney's compensation may be withheld until Attorney comes into compliance with this obligation.

8. **CASE EQUIVALENTS.**

This paragraph is not applicable to this Agreement, but has been retained for internal referencing and formatting consistency.

9. **CLIENT ELIGIBILITY.** The Juvenile Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Juvenile Court of such possibility for purposes of the Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Juvenile Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Juvenile Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Juvenile Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Juvenile Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

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

11. **SCOPE OF REPRESENTATION AND FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill

and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/adjudication (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Juvenile Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-adjudication reviews.

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

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person) or otherwise as soon thereafter as reasonably possible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

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

## 12. MONTHLY COMPENSATION.

a. As compensation for Attorney's performance and rendering of independent professional legal services under this Agreement, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$2,858.38 per month** (proratable for any partial month), payable on the last business day of the month.

b. During each year of the duration of this agreement, Attorney's monthly compensation hereunder shall be increased by the cost-of-living adjustment ("COLA") percentage increase (if any) received by the Juvenile Justice Center's non-bargaining employees for the year in question, effective prospectively as of the COLA's effective date.

c. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. If the termination date falls mid-way through a given month, then the Attorney shall be compensated on a pro-rated basis for the days of the month up to and including the effective date of termination.

d. For representation during Truancy dockets and/or At-Risk Youth dockets, Attorney shall be paid additional compensation of \$450.00 per Truancy/At-Risk Youth docket.

e. Attorney acknowledges and agrees that the above-stated compensation to Attorney (exclusive of the below-described additional compensation Attorney would be entitled to receive for homicide cases) shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total of 180 case equivalents.

f. Attorney shall also receive additional compensation for trials actually held in the amount of \$300 per full day and \$150 per partial day with trials extending past noon being regarded as a full day and those that are completed before noon considered a partial day.

g. The compensation to be paid is specifically contingent upon Attorney's compliance with reporting requirements stated in Section 7 above and if Attorney fails to certify caseload reports as required on a monthly basis, then compensation may be withheld and delayed until such time as Attorney comes into compliance with the obligations therein.

13. **HOMICIDE CASE COMPENSATION.** Homicide cases are appointed to the Juvenile Court Criminal Defense Panel members on a rotational basis. Attorney shall receive additional compensation for appointments to homicide cases in any degree at the rate of **\$65.00 per hour** up to a maximum aggregate amount of \$5,000.00 per case (or such greater maximum aggregated amount as may be specifically approved and ordered by the court in a particular case as being reasonable and necessary due to its extraordinary facts, nature, and complexity).

a. Payment of any such additional compensation is based on time expended on the case by Attorney only. Time expended by other persons (including, without limitation, Attorney's support staff, law partners, or associate attorneys) on such cases at Attorney's request or direction shall be part of Attorney's office overhead and shall not be billable to the Counties.

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide case, Attorney shall be required to submit a vendor warrant payment voucher to the PDMs that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10<sup>th</sup>) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney

on such case that correspond to such expended and billed hours (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the Counties. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the Counties shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the Counties 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 Counties recognize, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to a juvenile client'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 PDMs for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the Counties 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 PDMs in writing pursuant to pre-approval process established by the PDMs 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 appropriate 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 Counties (or either of them). 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 appropriate PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the Counties shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class A felony matters hereunder in Juvenile Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the Juvenile Court appoint one of the other Juvenile Court Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Juvenile Court Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Juvenile Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Juvenile Court (or designee) would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the Counties and their 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 Counties or any of their 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 Counties) 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 Counties or any of their elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however,

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

17. **INSURANCE.**

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

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

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

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

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

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

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

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the JCA (or another employee/representative of the Counties' Juvenile Justice Center), either PDM (or another employee/representative of the Counties' Office of Public Defense), or the Juvenile 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 PDs and JCA.

a. Upon receiving such complaint, the JCA/PDM, without limitation to any other action the Counties 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 and JCA within five (5) business days). The JCA/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 JCA will then follow-up with the Presiding Juvenile Court Judge to confirm or advise that the complaint has been, or is in the process of being, addressed and resolved. The foregoing procedure does not interfere with or otherwise impair the Juvenile Courts/Office of Public Defense'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 juvenile clients are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the Counties may deem necessary/appropriate, Attorney acknowledges that the Counties and/or the JCA/PDM have the right to periodically ask, without limitation, the Juvenile Court and/or other attorneys and/or persons previously represented by Attorney to provide 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 Counties and/or the Juvenile Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the Counties 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 Juvenile 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 Counties and/or the Juvenile Court relating to such substitute appointment(s); and the Counties 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 Counties 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 Counties' right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the Counties.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Attorney shall continue to receive case appointments during the first sixty (60) days of the notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A ninety (90) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is

expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

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 Counties 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 date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the Counties jointly, or either County separately, decides in their/its discretion to provide public defense representation in Juvenile Court through a public agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the Counties will notify Attorney of such decision as soon as reasonably practicable so that Attorney and the Counties can coordinate and pursue an appropriate transition.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the Counties or the Juvenile 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 Counties, the JCA, the PDMs, nor the Juvenile Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Juvenile Court Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other

panel members, and said other members shall not be entitled to receive any additional compensation from the Counties for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the respective PDMs on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Juvenile Court Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney (subject to pre-approval of such attorney by the PDMs which shall not be unreasonably withheld) to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the PDMs) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be strictly liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDMs and JCA with written notice of such event within five (5) business days of Attorney being called up so that the PDMs, JCA and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. The selection of a substitute attorney shall be subject to the PDMs' approval and such approval shall not be unreasonably withheld. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the JCA/PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the Counties 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 persons in Juvenile 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 Juvenile 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 PDMs' prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDMs' 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 are, for whatever reason, 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 Counties 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 Counties 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 Benton-Franklin 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 or Franklin 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 or Franklin 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 Counties under this Agreement shall be in writing and shall be either personally delivered to the Counties' respective PDMs and the JCA at their respective below-stated office addresses; mailed to the PDMs and the JCA at their respective below-stated office addresses via certified U.S. mail, postage prepaid; or emailed to the PDMs and the JCA at their respective below-stated official email addresses 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](mailto:OPDNotices@co.benton.wa.us)

Larry Zeigler, Public Defense Manager  
Franklin County Office of Public Defense  
1016 N 4<sup>th</sup> Ave  
Pasco, WA 99301

[OPD@co.franklin.wa.us](mailto:OPD@co.franklin.wa.us)

Darryl Banks, Juvenile Justice Center Administrator  
Benton-Franklin County Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336

[jicnotices@co.benton.wa.us](mailto:jicnotices@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.

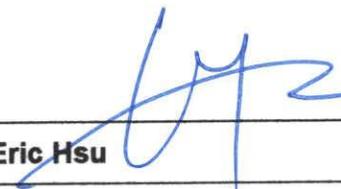
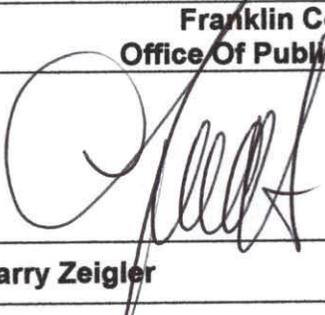
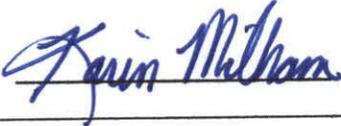
c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to 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 Counties' policy that no person will be subjected to discrimination by the Counties 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 MANAGERS** Attorney acknowledges that the Counties have employed the their respective Public Defense Managers ("PDMs") to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the Counties. Attorney further acknowledges that the Counties have the right and discretion to direct the PDMs to assume and fulfill various roles and functions under this Agreement. Though the PDMs 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 PDMs (and their designees), and to promptly comply with reasonable requests from the PDMs (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under this Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

Attorney	
	7-22-16
Michelle T. Trombley	Date
Benton County Office Of Public Defense	Franklin County Office Of Public Defense
	7/25/16
Eric Hsu	Date
	8/2/16
Larry Zeigler	Date
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
By: _____	By: 
Name: _____	Name: <u>RICK MILLER</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: <u>8-10-2016</u>
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: 

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 126.

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
576-800	3117	Chemicals	\$4,860	576-800	2103	Medical Insurance	\$13,115
576-800	3133	Building Maintenance	\$1,000	576-800	2104	Retirement	\$1,745
576-800	4894	ER&R Repair & Maint.	\$9,000				
TOTAL			\$14,860	TOTAL			\$14,860

Explanation:

**2015-2016 Budget. To cover shortages in benefits due to changing from Bargaining to Non-Bargaining and increase in rates not budgeted.**

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <u>08/30/2016</u> <b>Subject:</b> <u>Establish Engineering Technician I Classification Description</u> <b>Prepared by:</b> <u>K. Ainsworth</u> <b>Reviewed by:</b> <u>L. Wingfield</u>	<b>Execute Contract</b> _____ <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

The Public Works Director has brought to the attention of the Personnel Resources Department that there is a need to create an Engineering Technician I classification description. The Engineering Technician I will provide the Roads Department with a professional position that will assist with a variety of entry to mid-level technical engineering duties. The Personnel Manager recommends a job classification description and placement on the salary schedule for an Engineering Technician I. The Personnel Manager has created the job description attached to the resolution and recommends placement on the Benton County Non-Bargaining Salary Schedule grade 11.

The Public Works Director will put forward a Resolution to update the Benton County Road Department Organizational Chart.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Recommend the Board of Benton County Commissioners sign the Resolution.

**FISCAL IMPACT**

No fiscal impact or supplement required.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING AN ENGINEERING TECHNICIAN I CLASSIFICATION DESCRIPTION AND SALARY GRADE.

**WHEREAS**, the Public Works Director has brought to the attention of the Personnel Resources Department that there is a need to create an Engineering Technician I classification description; and

**WHEREAS**, the Personnel Manager worked with the Public Works Director to create a new job classification that will provide a professional position responsible for assisting in a variety of entry to mid-level technical engineering duties; and

**WHEREAS**, the Personnel Manager created a job classification description for an Engineering Technician I; and

**WHEREAS**, the Personnel Manager reviewed current Benton County job classification's placement on the Benton County Non-Bargaining salary schedule; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, hereby approves the recommended Engineering Technician I classification description and its placement on the Benton County Non-Bargaining salary schedule at a grade 11; and

**BE IT FURTHER RESOLVED**, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

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

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

**BENTON COUNTY CLASSIFICATION DESCRIPTION**  
**ENGINEERING TECHNICIAN I**

**8/16**

**PAGE 1**

**TITLE:** Engineering Technician I

**DEPARTMENT:** Roads

**REPORTS TO:** Project Manager

**FLSA:** Non-Exempt

**SUMMARY:**

Assists in a variety of entry to mid-level technical duties including permit compliance, drafting, field surveying, construction inspection, records maintenance, and other technical engineering support.

**EXAMPLES OF JOB DUTIES:** (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Assists with drafting of road construction plans and features. Develops and updates various road plans and maps as necessary.

Assists with field inspections to monitor road conditions, bridges, road construction projects, and material used in road construction and repair.

Collects samples and assists with material testing in permanent and portable labs.

Operates equipment relating to drafting, surveying, field inspection and materials testing.

Performs quality control review of construction documents.

Accepts and reviews permits for private development activity on public right of way including road approaches, utility crossings and right of way encroachments.

Assists with review and processing of land development applications including preliminary plats, final plats, short plats, boundary adjustments and subdivision construction drawings.

Performs moderately complex mathematical, engineering and survey calculations.

Collects construction submittals and assists with maintaining submittal log.

Assists with preparation of design and construction logs and reports.

Reviews traffic control plans and monitors traffic control operations. Makes recommendations for adjustments to plans as necessary based on observations.

Maintains computerized and manual records, logs, and maps relating to assigned duties.

Performs a variety of related office and field tasks to gather, analyze, and record data and otherwise assist in the conduct of engineering construction projects.

Performs other related duties as assigned.

**WORKING CONDITIONS:**

Work is performed in the office or in the field during survey assignments with exposure to varying weather conditions.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Knowledge of principles, practices, and techniques of civil engineering and road construction.

Knowledge of drafting practices as related to road construction and public works projects.

Knowledge of drafting practices as related to road construction and public works projects.

Ability to take accurate measurements and use basic mathematics to accomplish assigned duties.

Ability to perform construction inspection, surveying, drafting, materials testing and other technical engineering assignments.

Ability to interpret and communicate engineering plans and specifications.

Ability to establish and maintain effective working relationships with other employees, contractors and the general public.

**EDUCATION AND EXPERIENCE:**

Ongoing vocational or college coursework in Civil Engineering or related field and 1 year or less experience in drafting, surveying, or inspection activity; or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

**LICENSES, CERTIFICATES & OTHER REQUIREMENTS:**

Valid Washington State Driver's License.

**RESOLUTION**

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

**IN THE MATTER OF AWARDING SR 000786 – KENNEWICK ANNEX PARKING LOT GRADING PROJECT TO D & D TRI-RIVERS EXCAVATING, INC.**

**WHEREAS**, the County Engineer scheduled a call for bids for SR 000786 – Kennewick Annex Parking Lot Grading Project which were received and opened on August 22, 2016; and

**WHEREAS**, two bids were received in the amounts below and are as set forth on the attached tabulation

D & D TRI-RIVERS EXCAVATING, INC. Pasco, WA 99302	\$53,998.75 plus WSST
MORENO & NELSON CONSTRUCTION CORP. Walla Walla, WA 99362	\$60,284.60 plus WSST

and

**WHEREAS**, the County Engineer recommends award of the bid to D & D Tri-Rivers Excavating, Inc., Pasco, Washington – DDTRIDT964MA as the lowest responsible bidder; **NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the County Engineer’s recommendation and awards the bid for SR 000786 - Kennewick Annex Parking Lot Grading Project to D & D Tri-Rivers Excavating, Inc., Pasco, Washington in the amount of \$53,998.75 plus WSST; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners direct staff to prepare a contract for SR 000786 - Kennewick Annex Parking Lot Grading Project with D & D Tri-Rivers Excavating, Inc. to be brought back to the Board for approval at a later date.

Dated this 30th day of August 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

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

PROJECT: SR 000786 - KENNEWICK ANNEX PARKING LOT				D & D TRI-RIVERS EXCAVATING, INC. P . O. BOX 3517 PASCO, WA 99302		MORENO & NELSON CONSTRUCTION CORP. P . O. BOX 794 WALLA WALLA, WA 99362		ENGINEER'S ESTIMATE	
LOCATION: BENTON COUNTY									
LET BY: BOARD OF COUNTY COMMISSIONERS									
DATE: August 22, 2016; 2:00 p.m., Local Time									
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.	Lump Sum	2,500.00	Lump Sum	6,900.00	Lump Sum	3,000.00
2	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	Lump Sum	L.S.	Lump Sum	10,500.00	Lump Sum	13,500.00	Lump Sum	5,350.00
3	ROADWAY EXCAVATION INCLUDING HAUL	75.00	C.Y.	56.00	4,200.00	50.00	3,750.00	15.00	1,125.00
4	EMBANKMENT COMPACTION	15.00	C.Y.	75.00	1,125.00	25.00	375.00	10.00	150.00
5	CSTC INCLUDING HAUL	44.00	TON	85.00	3,740.00	70.00	3,080.00	30.00	1,320.00
6	HMA CLASS 3/8" PG 64-22	16.00	TON	195.00	3,120.00	300.00	4,800.00	300.00	4,800.00
7	CEMENT CONCRETE SIDEWALK	15.00	S.Y.	100.00	1,500.00	32.00	480.00	80.00	1,200.00
8	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	245.00	L.F.	29.00	7,105.00	25.00	6,125.00	40.00	9,800.00
9	COMMERCIAL CONCRETE	2.00	C.Y.	150.00	300.00	200.00	400.00	1,000.00	2,000.00
10	LIGHT POLE	1.00	EA.	7,500.00	7,500.00	8,000.00	8,000.00	3,000.00	3,000.00
11	1 INCH RIGID PVC CONDUIT	40.00	L.F.	4.00	160.00	20.00	800.00	15.00	600.00
12	6 INCH RIGID PVC CONDUIT	20.00	L.F.	6.00	120.00	50.00	1,000.00	20.00	400.00
13	ROCK MULCH	4.50	C.Y.	75.00	337.50	50.00	225.00	80.00	360.00
14	LANDSCAPE FABRIC	90.00	S.Y.	5.50	495.00	2.00	180.00	3.00	270.00
15	PAVEMENT SEALER	3,305.00	S.Y.	2.25	7,436.25	2.12	7,006.60	3.43	11,336.15
16	STRIPING	1,660.00	L.F.	1.25	2,075.00	1.20	1,992.00	2.00	3,320.00
17	PAINTED TRAFFIC ARROW TYPE 1	3.00	EA.	50.00	150.00	31.00	93.00	75.00	225.00
18	PAINTED ACCESS PARKING SPACE SYMBOL	3.00	EA.	45.00	135.00	26.00	78.00	150.00	450.00
19	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	1,500.00	Lump Sum	1,500.00	Lump Sum	1,500.00
SUBTOTAL				\$	53,998.75	\$	60,284.60	\$	50,206.15
SALES TAX @ 8.6%				\$	4,643.89	\$	5,184.48	\$	4,317.73
TOTAL				\$	58,642.64	\$	65,469.08	\$	54,523.88

**PROPOSAL**  
S.R. 000786

TO: THE BOARD OF COUNTY  
BENTON COUNTY  
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications, and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices: (NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
1	LUMP SUM	L.S.	MOBILIZATION	2,500.	00	2,500.	00
2	LUMP SUM	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	10,500.	00	10,500.	00
3	75.00	C.Y.	ROADWAY EXCAVATION INCLUDING HAUL	56.	00	4,200.	00
4	15.00	C.Y.	EMBANKMENT COMPACTION	75.	00	1,125.	00
5	44.00	TON	CSTC INCLUDING HAUL	85.	00	3,740.	00
6	16.00	TON	HMA CLASS 3/8" PG 64-22	195.	00	3,120.	00
7	15.00	S.Y.	CEMENT CONCRETE SIDEWALK	100.	00	1,500.	00
8	245.00	L.F.	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	29.	00	7,105.	00
9	2.00	C.Y.	COMMERCIAL CONCRETE	150.	00	300.	00
10	1.00	EA.	LIGHT POLE	7,500.	00	7,500.	00
11	40.00	L.F.	1 INCH RIGID PVC CONDUIT	4.	00	160.	00
12	20.00	L.F.	6 INCH RIGID PVC CONDUIT	6.	00	120.	00
13	4.50	C.Y.	ROCK MULCH	75.	00	337.	50
14	90.00	S.Y.	LANDSCAPE FABRIC	5.	50	495.	00
15	3,305.00	S.Y.	PAVEMENT SEALER	2.	25	7,436.	25
16	1,660.00	L.F.	STRIPING	1.	25	2,075.	00
17	3.00	EA.	PAINTED TRAFFIC ARROW TYPE 1	50.	00	150.	00
18	3.00	EA.	PAINTED ACCESS PARKING SPACE SYMBOL	45.	00	135.	00
19	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1,500.	00	1,500.	00
						SUBTOTAL	53,998.75
						SALES TAX @ 8.6%	4,643.89
						TOTAL BID	58,642.64

Dated this 22 Day of AUGUST, 2016.

Signed: [Signature] Title: VICE PRESIDENT

Printed Name: Ben Manson

Name of Company: D+O JTI-RIMS EXCAVATION, INC.

Address: PO BOX 3517 PROSSER WA 99302

Telephone: 509-554-2584 Email: BRM45@live.com

State Contractor's License No.: 00TR107904MA

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 22 day of AUGUST, 2016.

FIRM NAME: D+O TIT-RIVERS EXCAVATING INC.

ADDRESS: PO BOX 3517  
PASCO WA 99302

TELEPHONE: 509-554-2564

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
\_\_\_\_\_  
Signature

Bob Morrison VP  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**PROPOSAL**

TO: THE BOARD OF COUNTY  
BENTON COUNTY  
PROSSER, WASHINGTON 99350

S.R. 000786

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications, and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices: (NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
1	LUMP SUM	L.S.	MOBILIZATION	69 00	00	6900	00
2	LUMP SUM	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	13500	00	13500	00
3	75.00	C.Y.	ROADWAY EXCAVATION INCLUDING HAUL	50	00	3750	00
4	15.00	C.Y.	EMBANKMENT COMPACTION	25	00	375	00
5	44.00	TON	CSTC INCLUDING HAUL	70	00	3080	00
6	16.00	TON	HMA CLASS 3/8" PG 64-22	300	00	4800	00
7	15.00	S.Y.	CEMENT CONCRETE SIDEWALK	32	00	480	00
8	245.00	L.F.	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	25	00	6125	00
9	2.00	C.Y.	COMMERCIAL CONCRETE	200	00	400	00
10	1.00	EA.	LIGHT POLE	8000	00	8000	00
11	40.00	L.F.	1 INCH RIGID PVC CONDUIT	20	00	800	00
12	20.00	L.F.	6 INCH RIGID PVC CONDUIT	50	00	1000	00
13	4.50	C.Y.	ROCK MULCH	50	00	225	00
14	90.00	S.Y.	LANDSCAPE FABRIC	2	00	180	00
15	3,305.00	S.Y.	PAVEMENT SEALER	2	12	7006	60
16	1,660.00	L.F.	STRIPING	1	20	1992	00
17	3.00	EA.	PAINTED TRAFFIC ARROW TYPE 1	31	00	93	00
18	3.00	EA.	PAINTED ACCESS PARKING SPACE SYMBOL	26	00	78	00
19	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1500	00	1500	00
SUBTOTAL						60,284	60
SALES TAX @ 8.6%						5184	48
TOTAL BID						65,469	08

Dated this 16<sup>th</sup> Day of August, 2016.

Signed: [Signature] Title: Pres.

Printed Name: John Nelson

Name of Company: Moreno & Nelson Const., Corp.

Address: PO Box 794, Walla Walla, WA 99362

Telephone: 509-386-9937 Email: aarongrimm1@hotmail.com

State Contractor's License No.: MORENNC930BT

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 15<sup>th</sup> day of August, 2016.

FIRM NAME: Marcia & Nelson Const., Corp.

ADDRESS: PO Box 794  
Walla Walla, WA 99362

TELEPHONE: 509-386-9937

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
Signature

John Nelson, Pres.  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

<b><u>AGENDA ITEM</u></b>		<b><u>TYPE OF ACTION</u></b>		k. Purchase of 60 Tons of HF-150 Oil from Idaho Asphalt Supply, Inc.	
Meeting Date :	August 30, 2016	Execute Contract :		Consent Agenda :	X
Subject :	HF-150 Oil Purchase	Pass Resolution :	X	Public Hearing :	
Prepared by :	SLC	Pass Ordinance :		1st Discussion :	
Reviewed by :	MSR	Pass Motion :		2nd Discussion :	
		Other :		Other :	

**BACKGROUND INFORMATION**

The Benton County Road Department needs to repair the shoulders of Bert James Road. The method that will be used to make the repairs requires approximately 60 tons of high float oil (HF-150). Resolution 2012-677 (Procurement Policy) requires solicitation of three quotes from the Vendor List for purchases between \$5,000 and \$24,999. There are only 3 vendors in the Pacific Northwest that are direct suppliers of HF-150 oil. Only one of those vendors, Western States Asphalt, is currently on the vendor list. Quotes were obtained from all 3 direct suppliers. They are as follows:

	<u>Price per ton</u>	<u>Approx. Total Price</u>
Idaho Asphalt Supply, Inc., Hauser, ID	\$379.00	\$22,740.00 plus WSST
Western States Asphalt, LLC, Spokane, WA	\$384.45	\$23,067.00 plus WSST
Albina Asphalt, Vancouver, WA	\$394.60	\$23,676.00 plus WSST

**SUMMARY**

Three quotes were received for 60 tons of HF-150 oil to be used in the repair of Bert James Road. Idaho Asphalt Supply, Inc. had the lowest quote of \$379.00 per ton plus WSST.

The Benton County Road Department requests the Board approve the purchase of approximately 60 tons of HF-150 oil from Idaho Asphalt Supply, Inc., Hauser, Idaho.

**RECOMMENDATION**

Approve the resolution authorizing the purchase of approximately 60 tons of HF-150 oil, from Idaho Asphalt Supply, Inc., for \$379.00 per ton plus WSST in an amount not to exceed \$24,999.99.

**FISCAL IMPACT**

An amount not to exceed \$24,999.99 from the Road Fund. No supplement needed.

**MOTION**

Approve as part of the Consent Agenda.

**RESOLUTION**

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

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF APPROXIMATELY 60 TONS OF HF-150 OIL FOR USE BY THE BENTON COUNTY ROAD DEPARTMENT FROM IDAHO ASPHALT SUPPLY, INC., HAUSER, ID**

**WHEREAS**, Resolution 2012-677 (Procurement Policy) requires solicitation of three quotes from vendors off the vendor list for purchases between \$5,000 and \$24,999, and

**WHEREAS**, there are only three vendors in the Pacific Northwest that are direct suppliers of HF-150 oil and only one of those vendors is currently on the vendor list. Therefore, quotes were obtained from all three direct suppliers, and

**WHEREAS**, the following suppliers provided quotes for approximately 60 tons of HF-150 oil for use in repairing the shoulders of Bert James Road:

	<u>Price per ton</u>
Idaho Asphalt Supply, Inc., Hauser, ID	\$379.00 plus WSST
Western States Asphalt, LLC, Spokane, WA	\$384.45 plus WSST
Albina Asphalt, Vancouver, WA	\$394.60 plus WSST

**WHEREAS**, County Engineer reviewed the quotes for completeness and recommends the purchase of approximately 60 tons of HF-150 oil from Idaho Asphalt Supply, Inc., Hauser, ID **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby approves the purchase of approximately 60 tons of HF-150 oil for use by the Benton County Road Department from Idaho Asphalt Supply, Inc., Hauser, ID in the amount not to exceed \$24,999.99.

Dated this 30th day of August 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RE: BERT JAMES ROAD - HF-150 EMULSION

DATE: August 23, 2016

Firm Name and Address	Qty. in Tons	Oil per Ton	Freight per Ton	Total Price per Ton	Total
IDAHO ASPHALT SUPPLY, INC. 16425 W. Prairie Ave. Hauser, ID 83854	60	340.00	39.00	379.00	\$22,740.00
WESTERN STATES ASPHALT, LLC 4327 North Thor Street Spokane, WA 99217	60	340.00	44.45	384.45	\$23,067.00
ALBINA ASPHALT 801 Main St. Vancouver, WA 98660	60	340.00	54.60	394.60	\$23,676.00



# Idaho Asphalt Supply, Inc. Peak Asphalt, LLC



ASPHALTS



ROAD OILS

16425 W. Prairie Ave, Hauser ID 83854  
Phone: (208) 773-0563 Fax: (208) 773-0969

**TO:** Benton County  
**ATTN:** Shannon Christen

Phone: (509) 786-5611 Fax:

**RE:** 2016 Road Oil

**PROJECT NUMBER:**

**BID DATE:** August 23, 2016

Product	TONS	Price/Ton Tax Excluded	Effective Thru	Freight	FOB
HFE-150	60.00	\$340.00	10/31/2016	\$39.00	Job Site
DISTRIBUTOR SERVICE		\$20.00/TON OR			
\$1,000.00 Minimum Charge		\$175.00/HOUR			
		(WHICHEVER IS GREATER)			

**Contract Special Provisions:**

Pricing is fixed. Freight is figured to Benton County, WA.

1> All Product Will Conform to WSDOT specifications.  
 2> Idaho Asphalt Supply, Inc. / Peak Asphalt, LLC reserves the right to ship from any supply facility on a freight equalized basis.  
 3> This price quotation is made expressly subject to the Terms and Conditions of the Idaho Asphalt Supply, Inc. / Peak Asphalt, LLC standard purchase agreement.  
 4> Freight will be billed separately by a common carrier.  
 5> Freight is subject to a fuel surcharge at time of delivery.  
 6> The above prices on the above quantities are valid for 5 (five) days from the date of the quotation and if accepted within the stated period will remain effective thru the 2016 season.

**Miscellaneous incidental charges are as follow:**  
 All prices based on a 30-ton minimum. Full freight charges to destination and 1/2 freight charges will be assessed on returned product. No credit will be given for anti-strip or diluted materials. Unloading time: 3.00 hours free then \$80.00 per hour thereafter. Overnight holdover: \$350.00 per night. Restocking fee for returned product: \$250.00, Equipment charge for job-site pump-off, flat fee per occurrence (no polymer modified asphalts) \$100.00, Truck hold fee for each truck placed on hold at the plant by the customer in excess of 2.00 hours, \$80.00 per hour.

Thank you for giving us the opportunity to prepare this bid.

Justin Joy  
Idaho Asphalt Supply, Inc

Accepted By: \_\_\_\_\_ Firm: Benton County Date: \_\_\_\_\_



**Western States Asphalt, LLC**

Benton County Road Department

August 16, 2016

**“Quote for Bert James Rd Project”**

To whom it may concern:

Western States Asphalt, LLC (**WSA**) is pleased submit for your consideration our quotation for the following quantities of emulsified asphalt materials. Prices are valid until October 10, 2016 if award is confirmed by Within 15 days of this quote

Product	Quantity	Price \$/ton	Delivery Point
HF-150 Emulsion	Approx. 60 tons	<u>\$340.00 + \$44.45 Frt. = \$384.45/Ton</u>	Bert James Rd and SR 211
Price does not include Sales tax.			

**The above price includes; material, freight only.**

**Accessory charges are listed below.**

- Truck Demurrage      \$100.00 per hour, after 2 hours
- Split Load / Delivery      \$270.00 for loads split between two products or requiring multiple unload points separated by more than two miles.
- Product Returns      \$300.00 per load restocking fee (No credit given for dilute material or antistrip)
- Return Freight      Full freight charges to destination and ½ freight back will be charged on returned loads. (Minimum 20 ton charge)
- Cancellation Charges      Cancellations may be subject to a cancellation fee by the carrier, if the carrier is unable to find other work for the unit(s) set up to transport the load to the customer that day. To minimize cancellation fees incurred WSA recommends cancellation as early as possible.

**All freight rates listed on our bid are based on a 30-ton minimum load, shipment requests for loads less than the 30-ton minimum will be assessed an additional freight charge on the difference between the minimum 30 tons' load and the actual tons ordered by the county. The basic freight rate utilized in this bid is \$44.45 per ton.**

Please feel free to contact me at the address below if you have any questions concerning this quote.

Sincerely,

Stephen A. Van De Bogert  
General Manager  
Encl.



801 Main St., Vancouver, Wa. 98660  
 360-816-8546  
 800-888-5048  
 FAX: 360-816-8547

FAX TRANSMITTAL

TO: Shannon Christen

COMPANY: Benton County WA 509-786-5611 x5665

FAX NO: Shannon.Christen@co.benton.wa.us

DATE: 8/22/2016

NO. PAGES: 1

FROM: Dave Zillman

**PROJECT NAME: Benton County Bert James RD Bid 8-23-16**

BID ITEM	PRODUCT	TONS	PRICE/TON @ Madras	FREIGHT per ton	Del to site
	HFE-150	60	\$340.00	\$54.60	\$394.60
					\$0.00
<b>above quote based on (2) 30 ton loads delivered to SR221 &amp; Bert James RD</b>					\$0.00
Spreading will be charged at \$250.00/hr; demurrage at \$100.00/hr after (2) free hours					\$0.00
Layovers \$250.00/night					\$0.00
					\$0.00
Please call dispatch at 888-308-5581 to schedule trucking					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

These prices are good for 15 days from the date of this quote; the quote does not guarantee supply or transport. A signed acceptance is required to confirm the quote. There shall be no obligation to have available or deliver any or all of the products included on the quote in the customary manner when such availability or deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by any other similar or different acts of civil or military authorities, or by other like causes beyond the control of Albina Holdings, Inc., dba Albina Asphalt.

SIGNED ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE UPDATED BENTON COUNTY ROAD DEPARTMENT  
ORGANIZATIONAL CHART**

**WHEREAS**, a new classification, Engineering Technician 1, was created, and

**WHEREAS**, an existing position of Engineering Technician 2 is currently vacant and should be replaced by the Engineering Technician 1, and

**WHEREAS**, the County Engineer has determined that the Engineering Technician 1 is a necessary position and should be added to the Road Department Organizational Chart, and

**WHEREAS**, a revised organizational chart has been prepared reflecting these changes; **NOW THEREFORE**,

**BE IT RESOLVED** that the revised Road Department Organizational Chart, attached, be hereby approved; and,

**BE IT FURTHER RESOLVED** that the position of Engineering Technician 1 (Grade 11) be created; and,

**BE IT FURTHER RESOLVED** that the vacant position of Engineering Technician 2 (Grade 13) be eliminated; and,

**BE IT FURTHER RESOLVED** that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and,

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

**BE IT FURTHER RESOLVED** that at the recommendation of the County Engineer the County Administrator has the authority to move employees who possess a Professional Engineers License (P.E.) up to two (2) grades higher than the established grade for their position.

Dated this 30th day of August 2016.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of Benton County,  
Washington  
M. Rasmussen  
R. Sparks

Attest: \_\_\_\_\_  
Clerk of the Board

Original: Road Department  
Copy: Auditor



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 30, 2016</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Clean Harbors Hazardous Waste Disposal</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>gnd</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Solid Waste Fund (0155101) holds household hazardous waste collection events for residents of Benton County on a regular basis, per the Coordinated Prevention Grant with the Department of Ecology and the Benton County Solid Waste Master Plan. In order to hold these events, contract services are required for the collection, handling, and disposal of hazardous waste.

The Benton County Board of Commissioners signed Res. 2013-431, which permits the County to utilize master contracts held by the Washington State Department of Enterprise Services. Master Contract No. 03614 is held between the Department of Enterprise Services and Clean Harbors Environmental Services, a corporation out of Boston, Massachusetts, with local offices in Clackamas, Oregon.

The Benton County Solid Waste Fund held the events for calendar year 2016 in June, with one event in Richland and one event in Kennewick. A small quantity generator event was also held in Kennewick. These events utilized Clean Harbors Environmental Services pursuant to the Benton County Purchasing Policy (Res. 2012-667) and the aforementioned Res. 2013-431. The invoices for these events, including payment for the disposal of the materials collected, have been received by the Benton County Road Department, which oversees the Solid Waste Fund. These total \$140,650.89. Seventy-five percent (75%) of this amount is reimbursable through the Coordinated Prevention Grant. The remaining twenty-five percent (25%) is split by the local jurisdictions based on population; that portion paid by the cities is reimbursable to the Solid Waste Fund.

**SUMMARY**

The Benton County Solid Waste Fund (0155101) has utilized Clean Harbors Environmental Services for hazardous waste handling and disposal through a Department of Enterprise Services master contract (03614) pursuant to Res. 2012-677 and Res. 2013-431 and wishes to pay the resultant invoices in the amount of \$140,650.89.

**RECOMMENDATION**

The County Engineer recommends that the Board sign the resolution authorizing the payment of invoices from Clean Harbors Environmental Services in the amount of \$140,650.89.

**FISCAL IMPACT**

The Solid Waste Fund (0155101) will pay \$140,650.89. Seventy-five percent (75%) of this is reimbursable from the Department of Ecology through the established Coordinated Prevention Grant, and the remaining twenty-five percent (25%) is paid by the local jurisdictions based on population; this results in a reimbursement of monies to the fund.

**MOTION**

Approve as part of the consent agenda.

**RESOLUTION**

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

**IN THE MATTER OF SOLID WASTE, RE: APPROVAL OF PURCHASE OF HAZARDOUS WASTE DISPOSAL SERVICES FROM CLEAN HARBORS ENVIRONMENTAL SERVICES, BOSTON, MA 02241, WITH LOCAL OFFICES AT CLACKAMAS, OR 97015**

**WHEREAS**, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

**WHEREAS**, the Benton County Solid Waste Fund holds routine household hazardous waste collection events, in accordance with the Benton County Solid Waste Master Plan and the current Coordinated Prevention Grant with the Department of Ecology; and

**WHEREAS**, Hazardous Waste Handling and Disposal is listed on Contract 03614 and is available from Clean Harbors Environmental Services; and

**WHEREAS**, hazardous waste was collected and disposed of as part of the household hazardous waste events in Richland and Kennewick, held in June 2016; and

**WHEREAS**, the County Engineer recommends the approval of the purchase through the use of the Master Contract Usage Agreement-Contract No. 03614; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of County Commissioners authorizes the Solid Waste Fund to purchase hazardous waste handling and disposal services from Clean Harbors Environmental Services, Boston, MA 02241 through the use of the Washington State Master Contract Usage Agreement-Contract No. 03614 for the amount of \$140,650.89.

Dated this 30th day of August, 2016

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

Orig.: Public Works  
c: Auditor

G. DeJongh



**INVOICE**  
Invoice No 1001457428

**REMIT TO:**  
Clean Harbors Env. Services  
PO Box 3442  
Boston, MA 02241-3442

**OFFICE:**  
Clean Harbors Environmental Service,  
Inc.  
16540 SE 130th Avenue  
Clackamas, OR 97015  
(503) 742-7109

EIN: 04-2698999

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**SOLD TO:**  
Grant LaJongh  
Benton County Public Works  
620 Market Street  
Prosser, WA 99350 - 0000

**JOB SITE/GENERATOR:**  
Benton County - Richland  
1317 George Washington Way  
Richland, WA 99354 - 0000

**Job Description: Richland HHW 6/11**

**\*\* Payable in USD funds \*\***

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	Terms
14 Jun 2016	1001457428	BE27557	6l	1601837186	No PO Needed	NET 30 DAYS

Last Service Date	Task	Task Type	Description	Total
14 Jun 2016	1601837186-001	GENERAL	HHW Mobile Event	\$44,509.93
11 Jun 2016	1601837186-002	SHIP	DS-LFB3-BE29397, Latex paints in cans VIA CH TO AMZRIV	\$19,941.00
13 Jun 2016	1601837186-003	GENERAL	Mobilization Charge	\$16,737.00
11 Jun 2016	1601837186-004	DISPOSAL	Lithium batteries	\$220.46

**SUBTOTAL \$81,408.39**

**TAX \$0.00**

**PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$81,408.39**

**REMIT PAYMENT BY → DUE DATE 14 Aug 2016**

*0155101 Solid Waste  
00000. 553. 710. 4103  
Professional Services  
for HHW Event (staff, disposal)  
\$81,408.<sup>39</sup> LG 2016-07-27*

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1001457304

**REMIT TO:**  
Clean Harbors Env. Services  
PO Box 3442  
Boston, MA 02241-3442

**OFFICE:**  
Clean Harbors Environmental Service,  
Inc.  
16540 SE 130th Avenue  
Clackamas, OR 97015  
(503) 742-7109

EIN: 04-2698999

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**SOLD TO:**  
Grant LaJongh  
Benton County Public Works  
620 Market Street  
Prosser, WA 99350 - 0000

**JOB SITE/GENERATOR:**  
Benton County - Kennewick  
1500 South Oak Street  
Kennewick, WA 99337 - 0000

**Job Description: Kennewick HHW 6/18**

**\*\* Payable in USD funds \*\***

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	Terms
20 Jun 2016	1001457304	BE27557	6I	1601910443	No PO Needed	NET 30 DAYS

Last Service Date	Task	Task Type	Description	Total
20 Jun 2016	1601910443-001	GENERAL	HHW Mobile Event	\$23,418.81
18 Jun 2016	1601910443-002	SHIP	DS-LFB3-BE29396, Latex paints in cans VIA CH TO AMZRIV	\$15,249.00
18 Jun 2016	1601910443-003	GENERAL	Equipment Fixed cost	\$16,737.00
18 Jun 2016	1601910443-004	DISPOSAL	lithium batteries	\$61.40

**SUBTOTAL \$55,466.21**

**TAX \$0.00**

**PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$55,466.21**

**REMIT PAYMENT BY → DUE DATE 14 Aug 2016**

0155101 Solid Waste  
00000.553.710.9103  
Professional Services  
for HHW Event (staff, disposal)  
\$55,466.<sup>21</sup> JJ 2016-07-27

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1001457309

**REMIT TO:**  
Clean Harbors Env. Services  
PO Box 3442  
Boston, MA 02241-3442

EIN: 04-2698999

**SOLD TO:**  
Grant LaJongh  
Benton County Public Works  
620 Market Street  
Prosser, WA 99350 - 0000

**OFFICE:**  
Clean Harbors Environmental Service,  
Inc.  
16540 SE 130th Avenue  
Clackamas, OR 97015  
(503) 742-7109

*If you have any questions regarding this invoice, please  
contact your customer service representative at the  
telephone number listed above*

**JOB SITE/GENERATOR:**  
Benton County - Kennewick  
1500 South Oak Street  
Kennewick, WA 99337 - 0000

Job Description: Kennewick CEG 6/17/16

**\*\* Payable in USD funds \*\***

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	Terms
17 Jun 2016	1001457309	BE27557	6I	1601915171	No PO Needed	NET 30 DAYS

Last Service Date	Task	Task Type	Description	Total
17 Jun 2016	1601915171-001	GENERAL	HHW Mobile Event	\$3,776.29

**SUBTOTAL** \$3,776.29

**TAX** \$0.00

**PLEASE PAY THIS AMOUNT → INVOICE TOTAL** \$3,776.29

**REMIT PAYMENT BY → DUE DATE** 14 Aug 2016

*0155101 Solid Waste  
00000.553.710.4103  
Profess. Serv. Services  
for HHW Event (staff, equip)  
\$3,776.<sup>29</sup>  
2016-07-27 *DL**

Interest will be charged at a rate of 1.5% per month for all past due amounts.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>8-30-16</u>	Execute Contract <u>  X  </u>	Consent Agenda <u>  X  </u>
Subject: <u>RICOH Contract</u>	Pass Resolution <u>  X  </u>	Public Hearing _____
Prepared by: <u>E. Osborne</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>J. Delvin &amp;</u>	Pass Motion _____	2nd Discussion _____
<u>R.Hay</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Clerk’s Office lease with Pacific Office Automation is about to expire. A new contract with RICOH is proposed as the contract price for a sixty (60) month lease commencing upon delivery and installation for the needed equipment for our Juvenile Office is \$42.74 per month.

**SUMMARY**

A new contract is necessary

**RECOMMENDATION**

We request that a resolution be signed authorizing the Chairman of the Board to sign the contract.

**FISCAL IMPACT**

This is a cost savings from the previous contract.

# RESOLUTION

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

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR ONE (1) COPIER FROM RICOH FOR THE BENTON COUNTY CLERK;

**WHEREAS**, the current lease is about to expire and the Benton County Clerk would like to enter into a sixty (60) month contract with Ricoh to lease one (1) copier for our Juvenile Office; and

**WHEREAS**, attached hereto is the purchase order and a copy of the State Contract #05214 and its exhibits; these outline the fees to be charged to the Benton County Clerk for the lease of one (1) Ricoh copier; and

**WHEREAS**, the monthly maintenance and lease agreement amounts and per copy charges will be as follows:

Juvenile Office – One (1) Ricoh Copier MP 2554  
\$42.74 per month - .0080 per black/white copy

**NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, is hereby authorized to sign the lease agreement between the Benton County Clerk and Ricoh for a sixty (60) month lease for one (1) copier.

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

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member**

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County Commissioners  
of Benton County, Washington

cc: Josie Delvin, Benton Co. Clerk, Prosecutor

LEASE AGREEMENT  
BENTON COUNTY CLERK'S OFFICE

**VENDOR:** Ricoh USA  
**VENDOR CODE:** 773319  
**VENDOR CONTACT:** Cindy Graffee  
**VENDOR CONTACT PHONE:** (208) 816-0716  
**VENDOR ADDRESS:** PO Box 650073, Dallas, TX 75265-0073

**TYPE OF LEASE:** 60 month FMV copier lease per NASPO Value Point Contract # 3091 & State of WA Contract # 50214

**EFFECTIVE DATE:** Upon Delivery and Installation

Description:	Term:	Monthly Price:	Total Lease Amount:
Ricoh MP2554 Includes: Cabinet Type F ESP XG PCS-15D Surge Protector Network Scan Connect Delivery Installation Training 20% Promotional Discount Benton County Service: billed monthly by usage only to include all service, parts, labor, drums and toner. Fixed for a period of 60 months B&W charge per page \$0.0080	60 Months	\$ 42.74	\$ 2,564.40

**Excludes: Sales Tax**

All orders should contain the following (1) **“PO is subject to NASPO ValuePoint Master Agreement Contract resulting from RFP # 3091 and Washington Contract Purchase Orders will be issued to RICOH USA, Inc. # 05214**

Signed:

\_\_\_\_\_  
Shon Small, Chairman  
Benton County Board of Commissioners

\_\_\_\_\_  
Date



August 18, 2016

Benton County Commissioners  
PO Box 190  
Prosser, WA 99350

Dear Commissioners

It is with gratitude that we thank Benton County for their support of \$10,000 annually for the past 12 years. Thank you! This letter is to request an increase in the Prosser EDA contract to total \$30,000. The requested amount is important on two fronts. First, it holds accountable the public support to Prosser EDA in equal terms: City of Prosser - \$30,000, Port of Benton - \$30,000 and the current Benton County request of \$30,000. Secondly, while the work plan is a 10-15 year projection, much more could be accomplished at a faster pace should there be adequate resources budgeted. For example, as per the work plan, Prosser EDA is again leading the charge, this time for phase II directional signage for 8 follow-thru signs. Working with the city and signage committee, current efforts are underway for a large monument sign at Exit 80 to be included in phase II. Another example is working with Adam Fyall for a long term solution for maintenance at Horse Heaven Vista. We can assist in finding local contractors that meet county requirements, thereby eliminating county employee time. And, another is Prosser EDA's Special Project Committee working on the ultimate goal to reduce local dollars spent outside Benton County (majority spent at Safeway, Grandview) and obtain a higher level of service with food safety a top priority.

Prosser EDA needs Benton County's help and increased support. By matching the City and Port of Benton, Prosser EDA would be able to budget to accommodate the western Benton County growth the area is experiencing. The city is seeing its highest new construction values in its history (2015 at \$24 million). Prosser EDA needs to be equipped to further economic development by bringing in business and creating jobs on a larger scale than ever before. There are a number of new businesses that have built or projecting to be built in the very near future. The city is preparing to expand Exit 80 south and north of I-82 (currently in the County). This will require an increase in marketing and recruitment efforts we cannot currently afford. Reviewing the attached work plan, you will agree many more projects could be accomplished with additional County resources.

Will you please consider increasing financial support to Prosser EDA beginning in 2017?

Sincerely

*Deb Heintz*

Deb Heintz  
Executive Director

## ***Prosser Economic Development Association***

### ***10 – Year Strategic Business Plan 2015-2025***

#### **Mission:**

Prosser Economic Development Association (Prosser EDA) creates and promotes a sustainable community by leading projects to create economic growth for our citizens.

#### **Vision Statement:**

Prosser, Washington is a center of excellence for agriculture and agri-tourism industries, providing a wealth of educational and experiential opportunities as well as a solid foundation for industry research, development, and production. These factors synergistically work together to create supportive environments for public endeavors and private business, which carry the success of the Prosser Brand through generations.

#### **Core Goal Statement:**

By leading projects within the community, Prosser EDA builds an environment that generates, facilitates and sustains economic development by utilizing the quality and integrity of its people, products and processes.

*Board Adoption: 11-03-11*

*Update: 11-21-13*

*Update: 01-08-15*

## Key Strategies –

### Strategy 1: Promote Prosser

- Collaborate with businesses and organizations to understand resources available to assist their efforts

### Strategy 2: Increase available development land, utility infrastructure, transportation access to meet long-range goals

- Residential Properties – facilitate the development through Prosser EDA Housing Committee
  - Water
  - Land
  - Sewer
  - Transportation
- Commercial Industrial Land – increase availability
  - Land – City spray field
  - Water - available, affordable for industry
  - Sewer – capacity to meet future demand
  - Natural Gas – available north of I-82
  - Urban Growth Boundary Review
  - Transportation Access
- Utility infrastructure
  - Water, Sewer extended across I-82
  - Assist in water rights acquisition through Prosser EDA Water Committee
  - Broadband expansion
- Transportation access
  - Exit #80
  - Frontage Road
  - Exit #81 – *defer for future discussion*

**Strategy 3: Initiate business retention, expansion and recruitment around focused primary and support industries.**

- Identify the sectors through the FABREO Study
  - Food and Agriculture
    - Specialty Products
    - Food Processing
    - Agricultural Production Industries up/down Value Chain
    - Biotechnology
  - Machinery Manufacturing
  - Training
    - Bring audiences together for communication & education amongst like-industries
  - Transportation/Warehouse & Distribution
  - Energy
    - Bioproducts and Processes
    - Alternative options
    - Educational component
    - Continue to collaborate
    - Expand fiber-optics within service area
- Agricultural Education /Research & Development
  - Wine, Culinary Arts and Wine/Food Tourism
- Participate in Tridac & Port of Benton Initiatives that focus on Prosser needs
  - Opportunities for Non-Manufacturing Businesses
  - Incubator & Retail Spaces
  - "Made in Washington" concept
  - Expand food processing presence

**Strategy 4: Strengthen Prosser EDA Organization**

- Membership recruitment, engagement
- Partnership / Advocacy with partners
- Business Services Offerings
- Website/Online Public Interface
- Grant Writer Program opportunities

Initiatives: Plans	Lead Org. / Committee	2015 Results	2018 Results	2025 Results
		Measurement	Measurement	Measurement
<b>1.0 Foster initiatives that promote Prosser</b>	Executive Director	Continue to Engage Stakeholders: (HDP, Chamber, Port of Benton, School District, Hospital Dist, PED, County)	Collaborate with business and organizations to understand resources available to assist their efforts	<i>Established Brand - universally proclaimed and embraced.</i>

Initiatives: Plans	Lead Org. / Committee	2015 Results	2018 Results	2025 Results
		Measurement	Measurement	Measurement
<b>2.0 Increase available development land, utility infrastructure, transportation access to meet long-range goals</b>				
2.1 Residential Properties	Housing Committee	Facilitate development: <ul style="list-style-type: none"> <li>Water</li> <li>Land</li> <li>Sewer</li> <li>Transportation</li> </ul>	<ul style="list-style-type: none"> <li>Work with City on Planned Unit Development for residential area</li> <li>City annexation &amp; zoning review for additional residential housing</li> </ul>	<ul style="list-style-type: none"> <li>Update, land inventory 12/31/2018</li> <li>Review Urban Growth Boundaries</li> <li>Review City &amp; County Comp Plans</li> </ul>
2.2 Commercial Industrial Land		Increase availability: <ul style="list-style-type: none"> <li>Land – city spray field</li> <li>Water – available, affordable for industry</li> <li>Sewer – capacity to meet future demand</li> <li>Natural Gas – available north of I-82</li> <li>Urban Growth Boundary Review</li> <li>Transportation Access</li> </ul>	<ul style="list-style-type: none"> <li>EDA Technical Assistance Study Grant opportunity</li> <li>Review future projects by priority to develop a check-off list re: restrictions, conservation methods, pretreatment conditions, etc</li> </ul>	Analyze neighboring cities' rates – is Prosser competitive?

2.3 Utility Infrastructure	Water Committee	<ul style="list-style-type: none"> <li>• Water and sewer extended across I-82</li> <li>• Assist in water rights acquisition</li> <li>• Broadband expansion</li> </ul>	<ul style="list-style-type: none"> <li>• Land Uses</li> <li>• Create site plan</li> </ul>	
2.4 Transportation Access	Project Specific Committee, City, County, WSDOT, Property Owners	<ul style="list-style-type: none"> <li>• Exit 80</li> <li>• Frontage Road</li> <li>• Exit 81 – defer for future discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Proposed design presented</li> <li>• Funding options</li> <li>• Create timeline for completion</li> </ul>	Implementation

Initiatives: Plans	Lead Org. / Committee	2015 Results	2018 Results	2025 Results
		Measurement	Measurement	Measurement
<b>3.0 Initiate business retention, expansion and recruitment around focused primary and support industries</b>				
3.1 Identify sectors through the FABREO study	Business Recruitment & Expansion Committee, Team Tridec	<ul style="list-style-type: none"> <li>• Share results of recruitment success</li> <li>• Review sectors, update emerging retail industries</li> <li>• Participate in FABREO event to recruit food/beverage industry</li> </ul>	<ul style="list-style-type: none"> <li>• Review sectors &amp; update to include emerging ag industries</li> <li>• Continue recruitment</li> <li>• FABREO results shared</li> </ul>	<ul style="list-style-type: none"> <li>• Continue recruitment</li> </ul>
3.1.1 Food and Agriculture	Business Recruitment & Expansion Committee, Tridec & Local Ag Leaders	<ul style="list-style-type: none"> <li>• Specialty products</li> <li>• Food processing</li> <li>• Agricultural Production Industries up/down Value Chain</li> <li>• Biotechnology</li> </ul>	<ul style="list-style-type: none"> <li>• Research &amp; identify criteria needed for site acquisition, infrastructure, raw materials, etc.</li> </ul>	

3.1.2 Machinery Manufacturing		<ul style="list-style-type: none"> <li>• Discussions with equipment distributors &amp; vendors to explore machinery needs within food/beverage industry.</li> <li>• Recognize equipment needs within food/beverage that could be produced locally.</li> </ul>	<ul style="list-style-type: none"> <li>• Identify equipment to food/beverage companies for support.</li> <li>• Begin recruitment efforts</li> </ul>	
3.1.3 Training		Bring audiences together for communication & education amongst like-industries	Partner with other organizations to offer specialized training/education in food/beverage processing sectors	
3.1.4 Transportation / Warehouse Distribution		Research regional transportation/warehouse distribution functions and needs.	What are the recruitment incentives to bring warehousing to area.	<ul style="list-style-type: none"> <li>• Identify applicable properties / buildings</li> <li>• Begin recruitment efforts</li> </ul>
3.1.5 Energy		<ul style="list-style-type: none"> <li>• Partner with Tridec to classify sectors of energy that will benefit this area</li> </ul>	<ul style="list-style-type: none"> <li>• Bioproducts and processes</li> <li>• Alternative options</li> <li>• Educational component</li> <li>• Continue to collaborate</li> </ul>	
3.2 Agricultural Education / Research and Development	Business Recruitment & Expansion Committee, Food Processing Partners, CBC, YVCC, WSU, CWU	<ul style="list-style-type: none"> <li>• Benchmark job creation</li> <li>• Erosion of federal funding for research?</li> <li>• Request letters of support, visit stakeholders to garner support</li> <li>• Bond support and push to provide higher education options</li> </ul>	<ul style="list-style-type: none"> <li>• Invitation to federal/state/county dignitaries to visit location</li> <li>• Determine site and funding sources for branch campus</li> </ul>	Completed – operational with XXX students utilizing facility/resources
3.2.1 Wine, Culinary Arts & Wine / Food Tourism	Tourism, Chamber of Commerce, Clore Center	Identify resources available to assist their efforts	Identify resources available to assist their efforts	Identify resources available to assist their efforts

3.3 Participate in Tridec & Port of Benton Initiatives that focus on Prosser needs		<ul style="list-style-type: none"> <li>• Opportunities for non-manufacturing businesses</li> <li>• Incubator &amp; Retail spaces</li> <li>• “Made in Washington” concept</li> <li>• Expand food processing presence</li> </ul>	Recruitment efforts with POB & Business Recruitment Committee	Recruitment efforts with POB & Business Recruitment Committee
--	--	--	---	---

Initiatives: Plans	Lead Org. / Committee	2015 Results	2018 Results	2025 Results
		Measurement	Measurement	Measurement
<b>4.0 Strengthen Prosser EDA Organization</b>				
4.1 Membership recruitment, engagement	Organization Committee	<ul style="list-style-type: none"> <li>• Annual visits</li> <li>• Identify new members</li> <li>• Recruit committee members</li> <li>• Public invitation to Annual Meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Annual visits</li> <li>• Identify new members</li> <li>• Recruit committee members</li> <li>• Public invitation to Annual Meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Annual visits</li> <li>• Identify new members</li> <li>• Recruit committee members</li> <li>• Public invitation to Annual Meeting</li> </ul>
4.2 Partnership / Advocacy with partners	Organization Committee	Partners endorse Strategic Plan and/or take lead role on elements of Strategic Plan	<ul style="list-style-type: none"> <li>• Quarterly reporting to partners</li> <li>• Informal visits with members</li> </ul>	<ul style="list-style-type: none"> <li>• Quarterly reporting to partners</li> <li>• Informal visits with members</li> </ul>
4.3 Site Selection	Chamber of Commerce, HDP, City of Prosser	<ul style="list-style-type: none"> <li>• List offerings by entity</li> <li>• Update</li> </ul>	Promote available offerings	
4.4 Website / Online Public Interface	Organization Committee	<ul style="list-style-type: none"> <li>• Website update</li> <li>• Postings to social media</li> </ul>	<ul style="list-style-type: none"> <li>• Website update</li> <li>• Postings to social media</li> </ul>	<ul style="list-style-type: none"> <li>• Website update</li> <li>• Postings to social media</li> </ul>

4.5 Grant Writer Program Opportunities (private & public grants, awarded competitively to benefit the community)		<ul style="list-style-type: none"><li>• Promote</li><li>• Maintain .50FTE Funding</li><li>• Utilize success to grow partners</li></ul>	<ul style="list-style-type: none"><li>• Promote</li><li>• Maintain .50FTE Funding</li><li>• Utilize success to grow partners</li></ul>	<ul style="list-style-type: none"><li>• Promote</li><li>• Maintain .50FTE Funding</li><li>• Utilize success to grow partners</li></ul>
--	--	--	--	--

# Planning Department Update

---

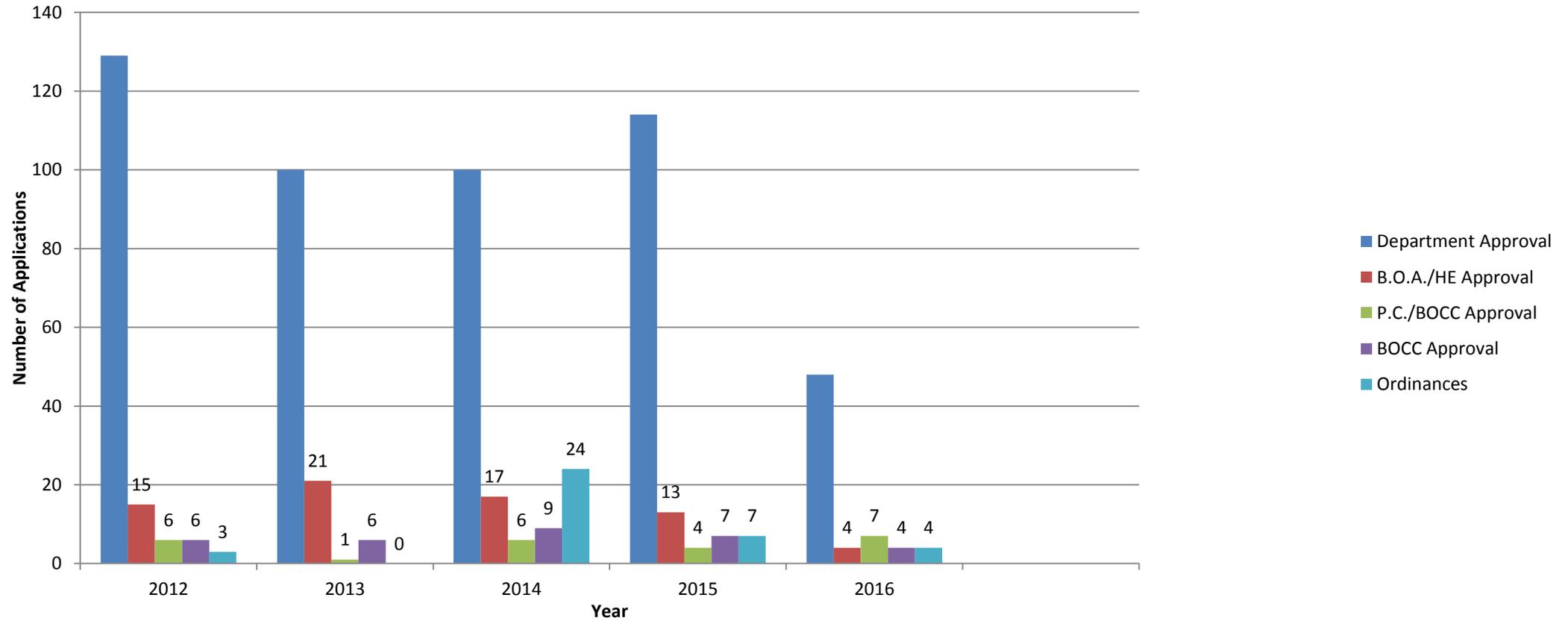
AUGUST 2016

# Planning Department Update

---

- Permit Activities
- 2016 Planning Department Projects

# Permit Activities



# 2016 Planning Department Projects

---

- Comprehensive Plan Update - Open Houses
- County Wide Planning Policies Process
- UGA Updates — Part of 2017 update
- Voluntary Stewardship Program
- Permit Application and Process Review

# QUESTIONS?

---

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 30, 2016</u> Subject: <u>RAP Project Prospectus</u> Prepared by: <u>blt</u> Reviewed by: <u>msr</u>	Execute Agreement _____ Pass Resolution <u>XX</u> Pass Ordinance _____ Pass Motion <u>XX</u> Other _____	Consent Agenda _____ Public Hearing _____ 1st Discussion <u>XX</u> 2nd Discussion _____ Other _____

**BACKGROUND INFORMATION**

Road Department staff submitted to the County Road Administration Board (CRAB) a preliminary prospectus for County Well Road, Bert James Road, Case Road, and Hanks Road. All four projects were listed in the approve Benton County Six-Year Road Plan. After a visual rating by CRAB, staff finalized the rating points for all four projects. Bert James rated 42.72 points; County Well rated 50.68 points; Hanks rated 54.50 points and Case rated 59.23 points. But for this biennium CRAB has limited our submittal to \$1,400,000. With this limitation, only Bert James Road and Hanks Road fit the submittal requirement. The RATA amount requested for both of these projects is \$1,400,000.

Road Data:

Hanks Road:

Daily Traffic: 1212 per day  
 # Deficient Vertical curves: 13  
 Accidents (2011 thru 2015) 4

Bert James Road:

Daily Traffic: 207 per day  
 # Deficient Vertical curves: 7  
 Accidents (2011 thru 2015) 1

A Resolution for both projects has been created, but only one can be approved. A final prospectus needs to be signed by the County Engineer and sent in to CRAB before September 1, 2016.

**SUMMARY**

A decision is needed by the BOCC selecting either Hanks Road or Bert James Road to be submitted to CRAB. And a resolution approved and signed by the BOCC authorizing the County Engineer to sign the Final Prospectus of the project selected by the Board.

**RECOMMENDATION**

The County Engineer recommends that the BOCC selects Hanks Road as the preferred project and approve the attached Resolution for Hanks Road.

**FISCAL IMPACT**

Benton County's match if RATA funding is secured would be \$155,555.

**MOTION**

I move to approve the Resolution authorizing the County Engineer to sign the Final Prospectus for RATA funds through the County Road Administration Board for the Hanks Road Project from Crosby Road to one half mile East of McDonald Road.

**RESOLUTION**

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

**IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE COUNTY ENGINEER TO SIGN THE FINAL PROSPECTUS FOR RATA FUNDS THROUGH THE COUNTY ROAD ADMINISTRATION BOARD FOR THE HANKS ROAD PROJECT FROM CROSBY ROAD TO ONE HALF MILE EAST OF McDONALD ROAD**

**WHEREAS**, four proposed projects from within the approved Benton County Six-Year Road Plan had a preliminary prospectus for each project created by staff and was submitted to the County Road Administration Board (CRAB); and

**WHEREAS**, CRAB staff came and performed a visual rating of the four projects and submitted the ratings to be used in a Final Prospectus to the Road Department, and staff has prepared a final rating sheet for the four projects; and

**WHEREAS**, the County Engineer has submitted two projects, Hanks Road and Bert James Road, of the final ratings to this Board that fit the required submittal conditions as set by CRAB; and

**WHEREAS**, this Board has selected Hanks Road as having the most Local Significance; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby authorizes the County Engineer to assign the twenty (20) Local Significance points to the Hank Road project as shown in the Six-Year Plan; and

**BE IT FURTHER RESOLVED**, that the County Engineer is hereby authorized to sign the Final Prospectus for Hanks Road, Crosby Road to one half mile East of McDonald Road and submit it to the County Road Administration Board.

Dated this 30th day of August, 2016.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member.  
Constituting the Board of County  
Commissioners of Benton County,  
Washington.

**RESOLUTION**

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

**IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE COUNTY ENGINEER TO SIGN THE FINAL PROSPECTUS FOR RATA FUNDS THROUGH THE COUNTY ROAD ADMINISTRATION BOARD FOR THE BERT JAMES ROAD PROJECT FROM WILLIAMSON ROAD TO SR221**

**WHEREAS**, four proposed projects from within the approved Benton County Six-Year Road Plan had a preliminary prospectus for each project created by staff and was submitted to the County Road Administration Board (CRAB); and

**WHEREAS**, CRAB staff came and performed a visual rating of the four projects and submitted the ratings to be used in a Final Prospectus to the Road Department, and staff has prepared a final rating sheet for the four projects; and

**WHEREAS**, the County Engineer has submitted two projects, Hanks Road and Bert James Road, of the final ratings to this Board that fit the required submittal conditions as set by CRAB; and

**WHEREAS**, this Board has selected Bert James Road as having the most Local Significance; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby authorizes the County Engineer to assign the twenty (20) Local Significance points to the Bert James Road project as shown in the Six-Year Plan; and

**BE IT FURTHER RESOLVED**, that the County Engineer is hereby authorized to sign the Final Prospectus for Bert James Road, Williamson Road to SR221 and submit it to the County Road Administration Board.

Dated this 30th day of August, 2016.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member.  
Constituting the Board of County  
Commissioners of Benton County,  
Washington.