

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, November 15, 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

- ❖ **October 27, 2016 Budget Workshop**
- ❖ **November 8, 2016 Board Meeting**

Review Agenda

Consent Agenda

Animal Control

a. Line Item Transfer, Fund No. 0000-101, Dept. 137

Commissioners

b. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 111

Human Services

c. Homeless Grant Amendment B w/WA State Dept. of Commerce, Community Services & Housing Division

Office of Public Defense

d. Revised Juvenile Terminated Contract w/P Peterson

e. Agreement w/WA State Office of Public Defense for Public Defense Grant Funding

Parks

f. Contract w/Northwest Playground Equipment, Inc. for Shelter Structure @ Two Rivers Park

Public Safety

g. Line Item Transfer, Fund No. 0148-101, Dept. 120

h. Coding Corrections Between Public Safety Tax Fund & Current Expense Fund

i. Copier Lease Agreement w/Xerox Corporation for Mental Health Court

Public Works

j. Petition to Vacate Portion of Wheat Road & Setting Public Hearing

Sheriff

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

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

m. Line Item Transfer, Fund No. 0116-101, Dept. 000

n. Line Item Transfer, Fund No. 0000-101, Dept. 120 to Dept. 119

o. Line Item Transfer, Fund No. 0000-101, Dept. 120 to Dept. 118

p. Line Item Transfer, Fund No. 0000-101, Dept. 121

Superior Court

q. Agreement w/State of WA Administrative Office of the Courts for Court Interpreter Funding

Public Hearing

Benton County Certifying & Adopt Taxes ~ L Smith Kelty 

Scheduled Business

Request to Seek Bids ~ F Bowen

- **Hazardous** Material Abatement for Old Engineers Bldg @ Courthouse
- **Buildings** 2 & 3 @ Fairgrounds

Public Safety Budget Discussion ~ L Smith Kelty

Continued 2017 – 2018 Budget Discussion ~ D Sparks

Unscheduled Visitors

Other Business

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting – Budget Workshop
Wednesday, October 27, 2016, 9:00 a.m.
Commissioners’ Conference Room
Benton County Justice Center, Kennewick, 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; Sustainable Development Manager Adam Fyall; Clerk Josie Delvin; Deputy Clerk Elaine Osborne; District Court Administrator Jacki Lahtinen; Dixie Jamison, District Court; IT Manager Teri Holmes; Erhiza Rivera, Treasurer’s Office; Shyanne Faulconer, Community Programs/PR; Financial Analyst Paul Schut, Rosie Sparks, Auditor’s Office; DPA Ryan Brown; Sheriff Steve Keane; Undersheriff Jerry Hatcher; Linda Ivey, Sheriff’s Office; Judge Katy Butler; Superior Court Judge Alex Ekstrom; Superior Court Administrator Pat Austin; Darryl Banks and Jennifer Bowe, Juvenile Dept.; PA Andy Miller; Robert Head, IT; Tara Symons, Mental Health Coordinator.

.3% Public Safety Tax (PST)

Clerk

Ms. Delvin stated there were two funded positions in the last biennium. This biennium she added 50% of an Archives Specialist; funding for overtime; and a small amount for supplies.

She said it was her understanding there was funding in the Juvenile Drug Court PST for her department’s clerking time but did not believe it was budgeted in Adult Drug Court. She said she calculated just over \$17,000 of Clerk time for Adult Drug Court that could be added to the Public Safety Tax Fund.

District Court

Jacki Lahtinen said they currently had a .5 FTE clerk and that she had requests in District Court that might qualify for funding in PST (\$15,000 pro tem and \$23,000 interpreter costs).

Mental Health Court

Jacki Lahtinen, Tara Symons, and Judge Butler presented the PST Mental Health Court budget and said that many of the adjustments were to reflect a 24 month budget from a 9 month budget.

Judge Butler said the requests included increasing the Case Program Manager salary to be competitive from a 16H to an 18H and adding a pro tem or court commissioner. She said when the sales tax committee met, there was a discussion regarding adding a pro tem or commissioner and as the mental health judge she had not given up her regular docket. However, they anticipated adding another ½ time docket and this would be to cover that cost.

Ms. Symons discussed the following requests: second case manager and probation manager just to accommodate program growth and part-time court reporter to be consistent with other programs. Ms. Lahtinen said the part-time person was in her department currently and was already trained and it would benefit Mental Health Court and District Court.

Additional requests included one peer specialist and two client advocates (very part-time under temporary help); \$7,000 in incentives (rent, medical, first appointment fees); one vehicle; and other requests included that were not in the last budget.

Commissioner Beaver asked if there were any standards for participants and employees and Ms. Symons said they were currently modeled after Spokane, however there were differences. Additionally, they were unique in that they were the only one in the state running both tracks out of the same office.

Non-Departmental

PA Andy Miller and Shyanne Faulconer submitted the programs portions of the PST Fund. Mr. Miller stated that he previously said he would not support the public safety tax unless it included Mental Health Court. He said he had been working with a lot of community groups and sitting in on review of the contract proposals; they were being frugal and making sure they were doing what they said they would do. Additionally, he said they had made it very clear the working group was only making recommendations and the ultimate decision was up to the Board of Commissioners.

Ms. Faulconer said there were five programs currently for 2016 and they received four new applications they were currently reviewing. She said the goal was to have the new contracts and extensions approved to begin January 2017. The budget included contracts to end 2018 (Nurse Family Partnership and Safe Harbor) plus \$500,000 per year for new contracts (total \$1.7 million).

Mr. Miller said they had been working very hard to find a space for at risk middle school kids to go after school in east-central Kennewick area to assist with gang prevention; that is one service they had not done. He said that no funding was automatic but felt the Boys & Girls Club was the most likely group to provide this service. He said it was not included in the request but when the working group made recommendations this might be included.

Prosecuting Attorney

Mr. Miller said he was requesting to continue with the two deputy prosecutors and he talked about the success of the Mental Health Court and the involvement of his deputy. He said he had worked with Ms. Smith Kelty and they were requesting a treatment court deputy (for Mental Health Court and Drug Courts).

Sheriff – Custody

Sheriff Keane, Undersheriff Hatcher and Linda Ivey presented the Public Safety Tax Budgets for the Sheriff's Department.

Sheriff Keane said that with the exception of the inmate programming and capital purchases, all requested line items were just to get the budget up to a two year program and they had not deviated from the original proposal that was submitted at the onset of this tax measure (other than not filling some positions in Corrections). Increases included monitors and contracts for the redirection housing program, contracts (adding an additional mental health professional in the jail) and workstation licenses.

Sheriff Patrol

Two vehicles for positions filled - ordered two vehicles and they were budgeted in both this budget and next, depending on when the vehicles were delivered.

Sheriff Metro Drug Task Force

Request included a vehicle for Metro; again it was already ordered and would be paid for either from current budget or 2017-2018.

Mr. Miller said Metro was originally funded by a grant through the feds but the revenues and grant kept going down and the PA's office kept absorbing the costs of the deputy (it was originally funded fully through the grant). They were looking into whether the PA position should be moved to the Metro budget and also what they would do if the grant went to zero and some positions were put in there contingent upon that. He said he went to the Members of the Executive Metro Council to talk about the budget and using PST funds only if the grant went to zero; the only thing they should be spending money on right now was a deputy sheriff.

Superior Court

Judge Ekstrom and Pat Austin presented for Superior Court and requested an additional .50 FTE Court Commissioner. Judge Ekstrom discussed the request for warrants that were handled at all hours: electronically, telephonically and personally.

Public Safety Administration

Adam Fyall and Shyanne Faulconer presented. Mr. Fyall said that ½ of Shyanne’s position was funded through Sustainable Development and ½ through PST for the external programming contracts.

Adult Drug Court

Judge Ekstrom and Pat Austin presented the budget for Adult Drug Court and said they were proposing to keep drug court at the same level of 45 persons. Ms. Austin said as of July they were at 45 and meeting the current need with a minimal wait list; she said she didn’t believe they would need to jump to 70 until at least 2019. She added that they lost funds for administration of the drug court (money was now restricted to treatment). Additionally, they had built in the prosecutor time into the budget and Franklin County’s Clerk was built into the budget; however, they had not added clerk time (\$17,000 strictly to Benton County) but could add that to the Drug Court. The Board agreed.

Office of Public Defense

Eric Hsu said the 2017-2018 budget reflected a continued case load increase; while filings were down, actual appointments in his office had gone up. His requests included one contract per year in District Court and one staff defender for Superior Court; the other requests were mainly to support the addition of staff defender.

Juvenile

Judge Ekstrom, Daryl Banks and Jennifer Bowe said they were asking for baseline again to fund functional family therapy and selective aggressive probation.

Recap

Mr. Sparks said there were \$1.6 million of additional requests from baseline.

The Board discussed how to sustain the fund through the 10 years, problems that might occur and adopting a policy that would cap the expenditures.

The Board also discussed the jail budget and contract with the cities. Mr. Sparks said he had a meeting with Marie Mosley and provided a worksheet so they were aware of potential costs with revenue and without revenue sharing. He said he had four proposals to talk to the Board about so it was a matter of deciding which formula to use.

There being no further business before the Board, the meeting adjourned 10:24 a.m.

Clerk of the Board

Chairman of the Board

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, November 8, 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; DPA Ryan Brown; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Assessor Bill Spencer; Treasurer Duane Davidson; Judge Cameron Mitchell; Clark Posey, Planning; Public Services Administrator Fred Bowen; Shyanne Faulconer, Community Programs/PR Coordinator; Sheriff Steve Keane; Undersheriff Jerry Hatcher; IT Manager Teri Holmes; GIS Manager Mary Phillips; Deputy Treasurer Erhiza Rivera; Robert Heard and Bob Woody, IT; Rosie Sparks, Auditor's office.

Approval of Minutes

The Board approved the following minutes:

- October 25, 2016 Budget Workshop
- October 26, 2016 Budget Workshop
- November 1, 2016 Board Meeting

Consent Agenda

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

Animal Control

- a. Contract w/Vista Veterinary Hospital for Spay & Neutering Services
- b. Contract w/Vista Veterinary Hospital for Veterinarian Medical Services
- c. Contract w/S Morris Co. for Pet Cremation Services

Commissioners

- d. Contract w/Municipal Research & Services Center for Small Works/Vendor Roster Services
- e. Line Item Transfer, Fund No 0000-101, Dept. 115

Human Services

- f. Amended Agreement #2 w/Benton Franklin Community Action Committee for Operating Housing & Essential Needs Program

Information Technology

- g. Purchase of Cisco Web Security Appliances, Firepower Licenses & Subscription from Cerium Networks
- h. Purchase of Laptop from PCS Mobile for Sheriff's Mobile Command Center

Juvenile

- i. Line Item Transfer, Fund No. 0000-101, Dept. 138

Parks

- j. Contract w/Nelson Drilling for Well Drilling @ Rattlesnake Mountain Shooting Facility

Personnel

- k. Line Item Transfer, Fund No. 0503-101, Dept. 000
- l. Line Item Transfer, Fund No. 0000-101, Dept. 127
- m. Line Item Transfer, Fund No. 0000-101, Dept. 114
- n. Line Item Transfer, Fund No. 0000-101, Dept. 105
- o. Line Item Transfer, Fund No. 0504-101, Dept. 000

Public Safety

- p. Line Item Transfer, Fund No. 0148-101, Dept. 171
- q. Contract w/Kiona-Benton City School District for Crime Prevention Program

Sheriff

- r. Agreement w/Crown Paper & Janitorial Supply Co. for Paper & Glove Supplies
- s. Agreement w/Crown Paper & Janitorial Supply Co. for Chemicals & Janitorial Supplies
- t. Agreement w/Bob Barker Co for Inmate Supplies
- u. Agreement w/Galls, LLC for Employee Uniforms – Class A
- v. Contract w/911 Supply for Uniforms

Benton County Legislative Priorities

Shyanne Faulconer said she had been working with Adam Fyall and Commissioner Delvin on establishing Benton County's legislative priorities and they would be contacting the legislators after the election to set up a meeting to review the following:

- Reformation of Public Records Act
- Indexing Property Tax Revenue Growth
- Even Year Election Costs
- Provide Adequate Funding for Indigent Defense
- Statement on the Importance of Payment in Lieu of Taxes
- Restoration of the Public Works Assistance Account
- Support of Manhattan National Park Improvement Projects
- Support Funding of LIGO Stem Exploration Center
- Continued Support for Salmon Recovery Funding Board
- Support of the Yakima Basin Integrated Plan
- Floodplains by Designs

Commissioner Delvin thanked Mr. Fyall and Ms. Faulconer and said they once the election was over they would set up a meeting with the 8th and 16th District Representatives so they were aware of Benton County's priorities.

MOTION: Chairman Small moved to approve the legislative priorities as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Information Technology Update

Teri Holmes discussed highlights for 2016 as follows:

- Increased wireless presence
- Implementation of Eden's Employee Services portal
- New Technology – Windows 10; Surface Books; 0365
- Expansion of Jury Management Services
- Text archiving of cell phone messages
- Firewall replacement – enhancing network security
- Tools to enable remote workforce technology
- Planning County Website Fresh
- On Call – after hours assignments
- New tools to stop and mitigate malicious threats

Bob Woody demonstrated the redesign of the website/content and said they were still asking for feedback from employees before implementation of the new design.

2017-2018 Budget Discussion

Chairman Small asked if any departments had looked at their budgets to see what cuts could be made. Assessor Bill Spencer said he had looked at his budget and worked with Mr. Sparks and already trimmed as much as he could. Mr. Sparks said that he removed \$10,000 from the Assessor's litigation line item and said if it was needed it could be funded from the contingency line item.

Mr. Sparks said they made the following adjustments per the Board's direction:

- Keeping the levy rate the same – generated \$600,000 in additional revenue
- Cutting three positions in District Court (one was already eliminated in the preliminary budget so they cut two)
- Reducing Elections by \$.5 million and prefunding this year
- \$150,000 adjustment in IT; he encouraged departments to relook at salary items to make sure there were not any errors
- Looked at moving the gang task force into Public Safety Tax 3/10 Fund. He said the Undersheriff had expressed concern so he went ahead and moved the equivalent dollar amount of \$1.2 million and wanted to give the Undersheriff and Sheriff the opportunity to talk about that.

Ms. Smith Kelty said the Public Safety Tax budget would be discussed at the next Tuesday meeting.

Mr. Sparks said he had handled all the ongoing costs and now had the one-time costs to look at. He said he wanted to get the Board's approval to budget \$180,000 in IT and use VIT funds, which would leave \$1.6 million in requests. The Board agreed.

He summarized by saying they were in pretty good shape moving forward without requests and could look at some of those big ticket items and talk to the departments to see what would happen if they didn't grant those or if some of them should have been in the preliminary budget. Commissioner Delvin said he would appreciate Mr. Sparks talking to the departments about the requests.

Gang Task Force Discussion

Sheriff Keane (along with Undersheriff Hatcher) said the issue of moving the gang team into the Public Safety Tax Fund had been discussed and he had concerns about that. He said the Public Safety Tax initiative's highest priority was to put cops on the street and by adding the gang team to that fund would move 12 positions. He said there was no guaranty the public would approve this tax after it expired and he felt the Board was making operational decisions for his department and he wanted to be the one that decided where the cuts came from in his office. He discussed the Gang Team's success and said they were the most successful team they had ever had at the Sheriff's office when it came to combatting gangs and drugs. He said they had come up with options for the \$1.2 million that would not have an operational impact on the citizens. He added that the gang team had made more drug arrests than the Metro Drug Task Force.

He reiterated his concerns about those positions being in the Public Safety Tax Fund with no guaranty it would continue and asked the Board to support him in finding the \$1.2 million.

Commissioner Delvin said he appreciated the Sheriff coming up with those suggestions.

Commissioner Beaver said he appreciated the options and he was not there to manage his program but to manage the money.

Chairman Small said he had a good conversation with the Undersheriff about the options and he didn't believe any absolute decisions had been made.

Mr. Sparks added there were several non IT capital requests for vehicles and he would look at those as well.

Other Business

Commissioner Delvin said there were emails going back and forth on the safety of McBee Road. Mr. Rasmussen said they pulled the accident information on this road over the last 10 years and only one accident could not be identified as driver error; it was not an unsafe road, but just

mandated more cautious driving. Commissioner Delvin asked Mr. Rasmussen to draft a letter back to the gentleman.

Commissioner Delvin said the Board should address how to handle answering these issues that came to the Board. He indicated he answered letters that came to him directly but some of them required a response from the Board, i.e. Artemis Ridge and Badger Mountain Trail (horses) issue. Mr. Fyall indicated he would respond to the issue about the horses on Badger Mountain.

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

Executive Session – Pending Litigation

The Board went into executive session with DPA Ryan Brown at 10:10 a.m. for approximately seven (7) minutes to discuss pending litigation. Also present were David Sparks, Loretta Smith Kelty, and Cami McKenzie. The Board came out at 10:17 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the Board concur with legal counsel's stipulation to entry of an order setting forth fees owed to plaintiffs' counsel in the matter of Fuentes v. Benton County for work performed since September 1, 2016, in the amount of \$40,000 and his recommendation that we not appeal the court's overall fee award. Commissioner Beaver seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve staff prepare a line item transfer into District Court's budget to pay for the bill for Fuentes v. Benton County. Commissioner Beaver seconded and upon vote, the motion carried.

Account Payables

Check Date 11/04/16

Warrants #147566-147688
Total of all Funds \$ 3,836.77

Warrants #147694-147789
Total of all Funds \$464,966.99

Transfers #11041601-11041604
Total of all Funds \$1,064,246.22

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

Resolutions

2016-858: Contract w/Vista Veterinary Hospital for Spay & Neutering Services
2016-859: Contract w/Vista Veterinary Hospital for Veterinarian Medical Services

- 2016-860: Contract w/S Morris Co. for Pet Cremation Services
- 2016-861: Contract w/Municipal Research & Services Center for Small Works/Vendor Roster Services
- 2016-862: Line Item Transfer, Fund No 0000-101, Dept. 115
- 2016-863: Amended Agreement #2 w/Benton Franklin Community Action Committee for Operating Housing & Essential Needs Program
- 2016-864: Purchase of Cisco Web Security Appliances, Firepower Licenses & Subscription from Cerium Networks
- 2016-865: Purchase of Laptop from PCS Mobile for Sheriff's Mobile Command Center
- 2016-866: Line Item Transfer, Fund No. 0000-101, Dept. 138
- 2016-867: Contract w/Nelson Drilling for Well Drilling @ Rattlesnake Mountain Shooting Facility
- 2016-868: Line Item Transfer, Fund No. 0503-101, Dept. 000
- 2016-869: Line Item Transfer, Fund No. 0000-101, Dept. 127
- 2016-870: Line Item Transfer, Fund No. 0000-101, Dept. 114
- 2016-871: Line Item Transfer, Fund No. 0000-101, Dept. 105
- 2016-872: Line Item Transfer, Fund No. 0504-101, Dept. 000
- 2016-873: Line Item Transfer, Fund No. 0148-101, Dept. 171
- 2016-874: Contract w/Kiona-Benton City School District for Crime Prevention Program
- 2016-875: Agreement w/Crown Paper & Janitorial Supply Co. for Paper & Glove Supplies
- 2016-876: Agreement w/Crown Paper & Janitorial Supply Co. for Chemicals & Janitorial Supplies
- 2016-877: Agreement w/Bob Barker Co for Inmate Supplies
- 2016-878: Agreement w/Galls, LLC for Employee Uniforms – Class A
- 2016-879: Contract w/911 Supply for Uniforms

There being no further business before the Board, the meeting adjourned at approximately 10:20 a.m.

Clerk of the Board

Chairman

a. Line Item Transfer, Fund
No. 0000-101, Dept. 137

| <u>AGENDA ITEM</u> | <u>TYPE OF ACTION NEEDED</u> | |
|------------------------------------|------------------------------|-----------------------------|
| Meeting Date: <u>Nov. 15, 2016</u> | Execute Contract _____ | Consent Agenda <u>__X__</u> |
| Subject: <u>Line Item Trans.</u> | Pass Resolution <u>__X__</u> | Public Hearing _____ |
| Prepared by: <u>M. Johnson</u> | Pass Ordinance _____ | 1st Discussion _____ |
| Reviewed by: <u>Steve Brown</u> | Pass Motion <u>__X__</u> | 2nd Discussion _____ |
| | Other _____ | Other _____ |

BACKGROUND INFORMATION - Funds are needed to cover medical insurance allocations for the remainder of the Animal Control 2015/2016 budget. Animal Control staffing has changed in the last year and is currently operating with two full time employees not one.

SUMMARY - The Benton County Animal Control Facility is requesting the Board of County Commissioners to transfer funds in the amount of \$1,500 from #1925 – Overtime to #2103 – Medical Insurance.

RECOMMENDATION - The Benton County Animal Control Facility recommends that the Board of County Commissioners transfer the funds as indicated.

FISCAL IMPACT - The fiscal impact will be a total of \$1,500 transferred from #1925 – Overtime to #2103 – Medical Insurance.

MOTION - To approve the consent agenda authorizing the transfer of funds.

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 137.

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: Animal Control, Auditor, File

Prepared by: M. Johnson

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 |
|-----------------------|------------------------|----------------|----------------|-----------------------|------------------------|-------------------|----------------|
| 554.301 | 1925 | Overtime | \$1,500 | 554.301 | 2103 | Medical Insurance | \$1,500 |
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| TOTAL | | | \$1,500 | TOTAL | | | \$1,500 |

Explanation:

Transfer is needed in the Medical Insurance line item to cover medical insurance for the remainder of the 2015/2016 budget. Animal Control staffing has changed in the last year and is currently operating with two full time employees not one.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, Clerk

Prepared by: L Smith Kelty

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 111

| BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT |
|-----------------------|------------------------|--------------------|-----------|-----------------------|------------------------|----------------|-----------|
| 511.600. | 4931 | Fenced Contingency | \$597,707 | 512.400. | 4101 | Legal Services | \$597,707 |
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| TOTAL | | | \$597,707 | TOTAL | | | \$597,707 |

Explanation:

This request is moving funds from Current Expense Non-Departmental 115 to Current Expense District Court 111 to pay for costs associated with Benton County vs. Fuentes. Costs associated with the law firm that represented Benton County in Benton County vs. Fuentes has been paid for by the Insurance Management Fund.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

| <u>AGENDA ITEM</u> | <u>TYPE OF ACTION NEEDED</u> | |
|--|------------------------------|-------|
| Meeting Date: Next Available | Execute Amendment | _X_ |
| Subject: Grant Number: 16-46108-03, Amendment B for the Consolidated Homeless Grant between Benton and Franklin Counties Department of Human Services and Washington State Department of Commerce Prepared by: Deena Horton, Admin Asst-DHS Reviewed by: Kyle Sullivan, Administrator-DHS | Pass Resolution | _X_ |
| | Pass Ordinance | _____ |
| | Pass Motion | _____ |
| | Other | _____ |
| | | _____ |
| | Consent Agenda | _X_ |
| | Public Hearing | _____ |
| | 1st Discussion | _____ |
| | 2nd Discussion | _____ |
| | Other | _____ |

BACKGROUND INFORMATION

Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services (Grantee) to provide services through the Consolidated Homeless Grant (CHG).

The Consolidated Homeless Grant (CHG) provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and sub grantees must prioritize unsheltered homeless households for assistance and services.

The purpose of Amendment B is to de-obligate unspent HEN funds for 2016. Original Grant amount \$1,141,013; amended amount (-\$22,631.51) for a new grant amount \$1,118,391.49.

SUMMARY

Award: Amended amount (-\$22,631.51) for a new grant amount \$1,118,391.49.

Period: Date of execution thru June 30, 2017 (Amendment B) Original Agreement End Date remains the same (June 30, 2017)

Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this 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 grant amount of \$1,118,381.49.

MOTION

To approve signing Grant Number: 16-46108-03, Amendment B Consolidated Homeless Housing Grant (CHG) between, Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and Benton and Franklin Counties Department of Human Services, and to authorize the Chair to sign on behalf of the Board.

Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2016 406

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

RE: IN THE MATTER OF EXECUTING GRANT NUMBER: 16-46108-03, AMENDMENT B CONSOLIDATED HOMELESS GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT, AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES.

WHEREAS, Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services (Grantee) the for the Consolidated Homeless Grant (CHG) approved by Benton County Resolution No: 2016-083 and Franklin County Resolution No: 2016-017; and

WHEREAS, the purpose of Amendment B is to add de-obligate unspent HEN funds for 2016. Original grant amount \$1,141,013.00; amended amount – (\$22,631.51) for a new grant amount \$1,118,391.49; NOW, THEREFORE,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed amendment and authorize the Benton and Franklin Counties Department of Human Services to sign the amendment face sheet; and

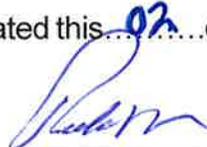
BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Consolidated Homeless Grant (CHG), Grant Number: 16-46108-03, Amendment B between Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and Benton and Franklin Counties Department of Human Services for a new grant amount of \$1,118,391.49; and

BE IT FURTHER RESOLVED, the term of the attached amendment commences on date of execution and ends on June 30, 2017. The original agreement end date remains the same (June 30, 2017).

Dated this.....day of, 2016

Dated this 07 day of NOVEMBER, 2016

Chairman of Board



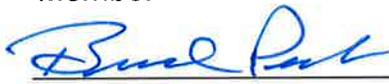
Chairman of Board

Member



Member

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



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

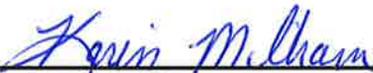
Attest: _____
Clerk of the Board

Attest: 
Clerk of the Board

**Grant Number: 16-46108-03
Amendment #B**

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

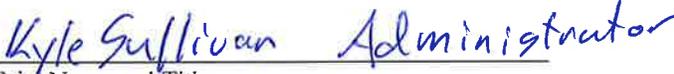
By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties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

| | | | |
|---|-------------------------------|---|------------------|
| For Benton County: | | For Franklin County: | |
| _____ | _____ |  | <u>11-2-2016</u> |
| Chair | Date | Chair | Date |
| Attest: | | Attest: | |
| _____ | |  | |
| Clerk of the Board | | Clerk of the Board | |
| Approved as to content: | Approved as to form: | Approved as to form: | |
|  | _____ |  | |
| Dept. of Human Services | Benton Co Prosecutor's Office | Franklin Co Prosecutor's Office | |

Amendment

Grant Number: 16-46108-03
Amendment: B

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

| | | | |
|---|---|---|--|
| 1. Grantee Benton and Franklin Counties Department of Human Services 7102 W. Okanogan, Suite 201 KENNEWICK, WA 99336 | | 2. Grantee Doing Business As (optional) N/A | |
| 3. Grantee Representative (only if updated) Jennifer Chapa Housing Program Specialist (509) 737-3916 Jennifer.Chapa@co.benton.wa.us | | 4. COMMERCE Representative (only if updated) Julie Montgomery CHG Program Manager (360) 725-2963 (360) 586-5880 Julie.Montgomery@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525 | |
| 5. Original Grant Amount (and any previous amendments) \$1,141,013 | 6. Amendment Amount (\$22,631.51) | 7. New Grant Amount \$1,118,381.49 | |
| 8. Amendment Funding Source Federal: State: Other: <input checked="" type="checkbox"/> N/A: | | 9. Amendment Start Date July 1, 2016 | 10. Amendment End Date June 30, 2017 |
| 11. Federal Funds (as applicable): N/A | Federal Agency: N/A | CFDA Number: N/A | |
| 12. Amendment Purpose: Amendment B de-obligates unspent SFY 2016 HEN Funds | | | |
| <p>COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" – Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".</p> | | | |
| FOR GRANTEE  Signature  Print Name and Title  Date | | FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date | |

Amendment

This Grant is **amended** as follows:

Budget

| Budget Category | Budget | Change | Total |
|--|----------------|---------------|----------------|
| CHG Base | | | |
| Admin 2016-17 | \$62,752.00 | | \$62,752.00 |
| Fac Support: For-Profit Lease | \$0.00 | | \$0.00 |
| Fac Support: Other Lease and Facility Costs | \$0.00 | | \$0.00 |
| Rent: For-Profit Rent | \$135,712.00 | | \$135,712.00 |
| Rent: Other Rent and Housing Costs | \$7,384.00 | | \$7,384.00 |
| Operations: CHG Base Funding | \$267,672.00 | | \$267,672.00 |
| TANF | | | |
| TANF: For-Profit Rent | \$80,093.00 | | \$80,093.00 |
| TANF: Other Rent and Housing Costs | \$12,500.00 | | \$12,500.00 |
| TANF: Operations | \$32,042.00 | | \$32,042.00 |
| HEN FY 2016 (January 2016 – June 2016) | | | |
| HEN: Admin January – June 2016 | \$12,861.00 | (\$2,322.26) | \$10,538.74 |
| HEN: Rent and Housing Costs January – June 2016 | \$136,692.00 | (\$9,558.07) | \$127,133.93 |
| HEN: Operations 2016 January – June 2016 | \$34,172.00 | (\$10,751.18) | \$23,420.82 |
| HEN FY 2017 (July 2016 – June 2017) | | | |
| HEN: Admin June 2016 – July 2017 | \$23,380.00 | | \$23,380.00 |
| HEN: Rent and Housing Costs June 2016 – July 2017 | \$290,753.00 | | \$290,753.00 |
| HEN: Operations June 2016 – July 2017 | \$45,000.00 | | \$45,000.00 |
| Total | | | |
| Total | \$1,141,013.00 | (\$22,631.51) | \$1,118,381.49 |

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

| <u>Type of Action Requested</u> | <u>Classification</u> |
|--|---|
| <input type="checkbox"/> Execute contract | <input checked="" type="checkbox"/> Consent agenda |
| <input checked="" type="checkbox"/> Pass resolution | <input type="checkbox"/> Public hearing |
| <input type="checkbox"/> Pass ordinance | <input type="checkbox"/> 1 st discussion |
| <input type="checkbox"/> Pass motion | <input type="checkbox"/> 2 nd discussion |
| <input type="checkbox"/> Other (describe) | <input type="checkbox"/> Other |
| Requested meeting date: Nov 15, 2016 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty | |

BACKGROUND INFORMATION

Benton County has, prior to July, 2016, contracted with attorney Pam Peterson for public defense services in Benton & Franklin Counties Juvenile Court to represent juveniles in dependency and termination of parental rights cases (Benton County Resolution 2016-025; Franklin County Resolution 2015-474) ("Underlying Agreement"). Attorney Peterson was offered a position as Benton & Franklin Counties Superior Court Commissioner and initially provided notice of termination with an effective date of July 17, 2016 with the anticipation of her appointment to the bench on July 18, 2016. A bi-county resolution (Benton County 2016-589; Franklin County 2016-290) was prepared accepting the termination as of this date and pro-rating her July, 2016 contract compensation accordingly.

Recently, the Auditor's Office noted that attorney Peterson actually started her position as Commissioner earlier than anticipated (effective July 14, 2016 instead) and that she was therefore compensated for four days both as a contract defender and as a Commissioner. Attorney Peterson's earlier-than-anticipated appointment date to the position of Commissioner was confirmed by an email from her dated August 30, 2016.

The proposed resolution regards Underlying Agreement as terminated effective July 13, 2016 and requests that attorney Peterson repay the overpaid compensation amount to resolve the duplicate payment issue.

SUMMARY

Proposed resolution terminates attorney Pam Peterson's juvenile public defense contract earlier than previously stated (because of her earlier than anticipated appointment to the bench as a Court Commissioner). Since the improper termination date previously stated also resulted in an overpayment, attorney Peterson is also requested to repay the overage.

RECOMMENDATION

Approve resolution as proposed.

ANTICIPATED FISCAL IMPACT

None other than previously budgeted. If repayment is made as requested, then will result in revenue of \$368.82.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2016 409

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

IN THE MATTER OF ACKNOWLEDGING THE REVISED CONTRACT TERMINATION NOTICE SUBMITTED BY PAMELA PETERSON, A PUBLIC DEFENSE CONTRACT ATTORNEY PROVIDING SERVICES IN BENTON & FRANKLIN COUNTIES JUVENILE COURT ON DEPENDENCY AND TERMINATION OF PARENTAL RIGHTS MATTERS.

WHEREAS, Benton County and Franklin County ("Counties") are obligated by law to provide indigent defense services to juveniles in Benton & Franklin Counties Juvenile Court on dependency and termination of parental rights matters ("Matters"); and

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

WHEREAS, attorney Pamela Peterson ("Attorney") has been providing public defense services in Matters pursuant to a professional services agreement with the Counties ("Agreement") (; and

WHEREAS, pursuant to a letter dated July 11, 2016 Attorney provided notice of termination of the Agreement since she was anticipating an appointment to the Benton & Franklin Counties Superior Court bench as a Court Commissioner on July 18, 2016; and

WHEREAS, pursuant to Attorney's notice of termination a bi-county resolution (Benton County Resolution 2016-589 and Franklin County Resolution 2016-290) was prepared, agreeing to the termination of Agreement effective July 17, 2016 and compensation Attorney for the month of July pro-rated as appropriate; and

WHEREAS, the Benton County Auditor's Office noted a discrepancy between the anticipated start date of July 18, 2016 and the actual start date which was July 14, 2016 and therefore an overlap period of four days when attorney Peterson was paid as a contractor as well as paid as a Superior Court Commissioner; and

WHEREAS, as confirmed by an email from Attorney dated August 30, 2016 (attached) Attorney confirmed that she was not appointed to the bench on July 18, 2016 as planned as was appointed early (effective July 14, 2016) instead; and

WHEREAS, it is now therefore appropriate to recalculate the July, 2016 compensation owed by Attorney in light of the earlier than anticipated necessary date of termination (now needs to be effective July 13, 2016 so that Attorney is not simultaneously a contract defender and a Superior Court Commissioner; and

WHEREAS, as a result of the recalculation, Attorney was overpaid for the month of July, 2016 for four days, amounting to \$368.82 and it is appropriate to request that Attorney repay that amount;

NOW THEREFORE, BE IT RESOLVED THAT agreement BFJC1617PEP001, with attorney Pamela Peterson, executed by and through Resolution 2016-025 (Benton) and 2015-474 (Franklin) for public defense services in Juvenile Court on dependency and termination of parental rights cases, be terminated as requested by attorney Pamela Peterson, with a revised final effective date of the termination of July 13, 2016, and that attorney Peterson (now Commissioner Peterson) be requested to repay the overpayment of \$368.82 that resulted from the revised termination date;

Dated this day of, 20

Dated this .. 2 ... day of NOV, 20 16

Chairman of the Board



Chairman of the Board

Chairman Pro-Tem



Chairman Pro-Tem

Member
Constituting the Board of County
Commissioners, Benton County
Washington



Member
Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board


Attest:
Clerk of the Board

2016 409

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 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other |
| Requested meeting date: 11/15/16 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty | |

BACKGROUND INFORMATION

As with prior years, Benton County has applied for, and has been found eligible to receive, public defense grant funding from the Washington State Office of Public Defense. In order to receive and expend the grant funding, it is necessary for Benton County to execute the attached grant funding agreement. The operations of the Benton County Office of Public Defense comply with all the terms and conditions of the grant funding as contained within the agreement and/or applicable law.

SUMMARY

Request execution of resolution approving and executing the proposed grant funding agreement from Washington State Office of Public Defense.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

Fiscal impact of \$190,592 in grant funded revenue is anticipated. There is no local matching requirement for this grant.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT WITH WASHINGTON STATE OFFICE OF PUBLIC DEFENSE IN ORDER TO RECEIVE AND EXPEND PUBLIC DEFENSE GRANT FUNDING.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Courts; and

WHEREAS, Benton County has applied for, and has been found eligible to receive, grant funding in the amount of **\$190,592** from the Washington State Office of Public Defense to assist with the provision of such indigent defense services; and

WHEREAS, the current operations of the Benton County Office of Public Defense comply with the use conditions as stated in the grant funding agreement; and

WHEREAS, it is therefore in the best interests of Benton County to execute the proposed grant funding agreement in order to receive and expend the grant funding to further the interests of public defense in Benton County; and

NOW THEREFORE, BE IT RESOLVED THAT the grant funding agreement with the Washington State Office of Public Defense, **Agreement No. ICA17377** providing Benton County with grant revenue in the amount of **\$190,592** to be used in the year 2017, be executed as presented.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners be authorized to sign the said agreement on behalf of the entire Board.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

| | |
|---|--|
| <p>1. Recipient –RCW 10.101.070 Funds Benton County 7122 W Okanogan Place, Bldg A Kennewick, WA 99336</p> | <p>2. Recipient Representative Eric Hsu Public Defense Manager 7122 W Okanogan Place, Bldg A Kennewick, WA 99336</p> |
| <p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p> | <p>4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p> |
| <p>5. Distribution Amount \$190,592</p> | <p>6. Use Period January 1, 2017 through December 31, 2017</p> |
| <p>7. Purpose Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.</p> | |
| <p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2017 and end December 31, 2017. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p> | |
| <p>FOR THE RECIPIENT</p> <p>_____</p> <p>Name, Title</p> <p>_____</p> <p>Date</p> | <p>FOR OPD</p> <p>_____</p> <p>Joanne I. Moore, Director</p> <p>_____</p> <p>Date</p> |

SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. **DISTRIBUTION AMOUNT**

The Distribution Amount is one hundred ninety thousand five hundred ninety-two and 00/100 Dollars (\$190,592) to be used for the purpose(s) described in the USE OF FUNDS below.

3. **PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for county or court technology systems or administrative equipment.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

4. **USE OF FUNDS**

- a. Recipient agrees to use the grant funds for the following purposes:
 - i. Provide an attorney coordinator who oversees contracts with attorneys providing public defense; and
 - ii. Public defense representation at in-custody and out-of-custody first appearance and arraignment dockets.
- b. Recipient agrees to use the funds in calendar year 2017. If Recipient is unable to use the funds in 2017, the Recipient agrees to notify OPD to determine what action needs to be taken.
- c. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

5. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions
- General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

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

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

| <u>AGENDA ITEM</u> | <u>ACTION NEEDED</u> | <u>DISCUSSION TYPE</u> |
|--|---|--|
| Meeting Date: 15 Nov 2016 Subject: TRP Shelter Install Memo Date: 07 Nov 2016 Prepared By: AJF Reviewed By: SRF | Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None | Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other |

SUMMARY

The item for consideration is a public works contract for installation of a playground shelter at Two Rivers Park. The shelter has already been purchased but requires professional assembly and installation.

BACKGROUND

As part of a larger project to refurbish the Playground/Tee #1 area of Two Rivers Park (north of the parking lots), a small picnic shelter will be added to the space between the recently reduced Playground and the disc golf course’s first tee. It will be a two-post umbrella style shelter, in style, colors, and materials intended to roughly match those used with the playground structure.

The shelter has already been purchased from Northwest Playground Equipment of Spokane via action taken earlier in the fall. At the time, it was hoped that installation of the shelter would be augmented with the extended concrete work and also the installation of four benches. When this package was put out for quotes to four local contractors, there was no interest. Larger scale work is still readily available in the Tri-Cities area, and the contractors simply said that the job was too smaller given the current work environment.

Staff then went back to Northwest Playground Equipment with reduced scope – installation only of the shelter already purchased from them. Northwest Playground can do this installation work and is actually very skilled with it since it is their core business. They returned an acceptable quote (\$3909.60) and a contract offer was extended to them for this installation work.

In the spring, staff will again seek a concrete specialist who can put-down the custom pad around the shelter and install the four benches.

This contract has been reviewed for form by the Prosecutor and has been signed by the contractor. The work is to be completed by the end of the year.

FISCAL IMPACT

Not to exceed \$4500.00, to be paid from the Park Development Fund.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE INSTALLATION OF A SHELTER STRUCTURE FOR TWO RIVERS PARK

WHEREAS, the Benton County Park Board and Parks Department staff have been remodeling the Playground/Tee #1 area at Two Rivers Park over the past couple of years, including installation of the first tee for the disc golf course, newly-planted trees, and a complete updating of the Playground in 2015; and,

WHEREAS, the County has purchased a “double-post umbrella” style shelter for placement in this area as the last major piece of this remodeling project; and,

WHEREAS, installation of the shelter requires the hiring of a contractor with the equipment and expertise on-hand to perform this scale of work; and,

WHEREAS, price quotes for this job were requested from five different suitable contractors, with only one quote received, and two of the contractors noting that the job was simply too small to make it worth their efforts at this time:

| | | |
|----------------------------------|--------------|-------------------|
| ▶ Northwest Playground Equipment | Spokane WA | \$ 3,909.60 |
| BANLIN Construction | Kennewick WA | no response |
| Fowler Construction | Richland WA | no response |
| G2 Construction | Kennewick WA | no response |
| Ray Poland & Sons | Kennewick WA | no response; and, |

WHEREAS, this contract includes only the installation of the double-post umbrella shelter structure which Benton County has already purchased separately and will have on-hand for the contractor;
NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Chairman to sign a public works contract with Northwest Playground Equipment, Inc. of Spokane, Washington, for the installation of the new playground shelter at Two Rivers Park. As written, the total amount of the contract shall not exceed \$4,500.00, and shall be paid from the Park Development Fund.

BE IT FURTHER RESOLVED, the attached contract shall expire December 31, 2016.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **NORTHWEST PLAYGROUND EQUIPMENT, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 345 N.W. Dogwood, Issaquah, WA 98027 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties, and shall expire on December 31, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to install playground shelter equipment, a Shade Systems Double Post Umbrella (Model #HC142208) previously purchased from CONTRACTOR, at a playground site in Two Rivers Park located at 213316 East Finley Road, Kennewick, Washington 99337, in accordance with Exhibit A (attached hereto and incorporated herein by

reference). Installation of the equipment shall include assembly and surface mounting. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his designee, prior to CONTRACTOR leaving the work site.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Carrie Moorby
P.O. Box 2410
Issaquah, WA 98027-0109
(425) 313-9161
(425) 313-9194
carrie@nwplayground.com

- b. For COUNTY:

Adam Fyall
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 736-3053
adam.fyall@co.benton.wa.us

5. COMPENSATION

- a. The CONTRACTOR shall be paid for installing playground shelter equipment in accordance with Section 3 of this Contract and Exhibit A. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed Four Thousand Five Hundred Dollars (\$4,500.00), including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- c. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages and one Affidavit of Wages Paid.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service, and shall also reference the work order provided to the COUNTY as required in Section 3 of this Contract. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all subcontractors and sub-subcontractors that are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov> and forward a copy to the COUNTY's Contract Representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY, and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract,

unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents, and the COUNTY or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of

Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

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

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation

statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

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

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of

insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement

shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

e. Verification of Coverage and Acceptability of Insurers:

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and a Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain fifty (50%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Washington State Department of Revenue and the Washington State Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local laws which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

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

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or

understandings not incorporated in this Contract are specifically excluded.

22. NOTICES

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

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to,

instructions to suspend any regularly scheduled purge schedule.

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

IN WITNESS WHEREOF, the parties have caused this Contract to be

signed by their duly constituted legal representatives and it is effective on the last date signed.

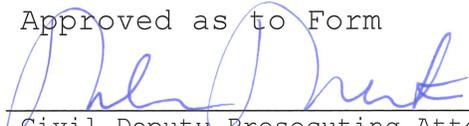
The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date: _____

BENTON COUNTY

Chairman
Benton County Commissioner

Approved as to Form



Civil Deputy Prosecuting Attorney

Date: 10/31/16

**NORTHWEST PLAYGROUND
EQUIPMENT, INC.**



Signature

President

Title:

Bob McGarvey

PRINTED NAME



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 313-9194
Email: carrie@nwplayground.com

EXHIBIT A

QUOTE

To: Benton County
7122 West Okanogan Place
Kennewick, WA 99336

Quote # 9152016CEM1
Date: 9/15/2016

Contact Name: Adam Fyall
Email: adam.fyall@co.benton.wa.us

Phone: 509-736-3053
Fax:

| Item # | Qty | Description | Price | Total Price |
|--------|-----|-------------|-------|-------------|
|--------|-----|-------------|-------|-------------|

EQUIPMENT

Shade Systems Double Post Umbrella

Equipment Subtotal \$ -
\$ -

Equipment Total (less tax) \$ -

CERTIFIED INSTALLATION

| | | |
|---|--|-------------|
| 1 | Installation includes: Assembly and Surface Mounting of Shade Systems Double Post Umbrella (Model # HC142208). Certified Payroll Included. | \$ 3,600.00 |
|---|--|-------------|

NOTE: **Please See Exclusions & Initial Spots (3) on Page 2 of Quote and Terms - If Not Noted in Above Quote

Credit card fee 0
Location Code:

Performance Bond (If Required): 3.0%
Tax: 8.6% \$ 309.60

ORDER TOTAL: \$ 3,909.60

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Carrie Moorby

Sales Assistant

Customer Signature

Date

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 313-9194

Email: carrie@nwplayground.com

Project Name: Benton County

Quote # 9152016CEM1

TERMS AND CONDITIONS

~~QUOTE CONDITIONS AND ACCEPTANCE:~~

~~This quote is only valid for 30 days.~~

~~Orders placed or requested for delivery after 30 days are subject to price increases.~~

~~*** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.~~

~~Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.~~

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

~~Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees~~

~~Performance/Payment Bonds~~

~~Site work and landscaping~~

~~Removal of existing equipment~~

~~Unloading; Receiving of inventory or equipment; Storage of equipment~~

~~Equipment assembly and/or installation~~

~~Safety surfacing; Borders or drainage requirements~~

FREIGHT AND DELIVERY:

~~Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.~~

~~Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.~~

~~*** (Pls Initial) Buyer is responsible to meet and provide a minimum of 2 persons to unload truck~~

~~A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.~~

~~Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.~~

~~*** (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.~~

~~Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.~~

~~Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.~~

~~A reconsignment fee will be charged for any changes made to delivery address after order has been placed.~~

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

~~**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.~~

~~**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.~~

MAINTENANCE/WARRANTY:

~~Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.~~

~~Northwest Playground Equipment offers no additional warranties.~~

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Carrie Moorby

Sales Assistant

Customer Signature

Date

Thank you for choosing Northwest Playground Equipment

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 10/10/2016

| <u>County</u> | <u>Trade</u> | <u>Job Classification</u> | <u>Wage</u> | <u>Holiday</u> | <u>Overtime</u> | <u>Note</u> |
|---------------|-------------------------------|---|-------------|----------------|-----------------|-------------|
| Benton | Cement Masons | Journey Level | \$40.80 | <u>7B</u> | <u>1N</u> | |
| Benton | Laborers | Air And Hydraulic Track Drill | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Asphalt Raker | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Asphalt Roller, Walking | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Brick Pavers | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Brush Hog Feeder | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Brush Machine | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Caisson Worker, Free Air | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Carpenter Tender | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Cement Finisher Tender | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Cement Handler | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Chain Saw Operator & Faller | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Clean-up Laborer | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Compaction Equipment | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Concrete Crewman | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Concrete Saw, Walking | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Concrete Signalman | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Concrete Stack | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Confined Space Attendant | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Crusher Feeder | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Demolition | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Demolition Torch | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Dope Pot Fireman, Non-mechanical | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Driller Helper (when Required To Move & Position Machine) | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Drills With Dual Masts | \$37.83 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Dry Stack Walls | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Dumpman | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Erosion Control Laborer | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Final Detail Cleanup (i.e., | \$34.91 | <u>7B</u> | <u>1M</u> | |

| | | Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup) | | | |
|--------|--------------------------|---|---------|-----------|-----------|
| Benton | Laborers | Firewatch | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Form Cleaning Machine Feeder, Stacker | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Form Setter, Paving | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | General Laborer | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Grade Checker | \$39.54 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Grout Machine Header Tender | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Guard Rail | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Gunite | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Hazardous Waste Worker (level A) | \$37.83 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Hazardous Waste Worker (level B) | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Hazardous Waste Worker (level C) | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Hazardous Waste Worker (level D) | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Hdpe Or Similar Liner Installer | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | High Scaler | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Jackhammer Operator Miner, Class "b" | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Laser Beam Operator | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Miner, Class "a" | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Miner, Class "c" | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Miner, Class "d" | \$37.83 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Monitor Operator, Air Track Or Similar Mounting | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Mortar Mixer | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Nipper | \$37.01 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Nozzleman | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Nozzleman, Water (to Include Fire Hose), Air Or Steam | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Pavement Breaker, 90 Lbs. & Over | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Pavement Breaker, Under 90 Lbs. | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Pipelayer | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Pipelayer, Corrugated Metal Culvert And Multi-plate | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Pipewrapper | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Plasterer Tenders | \$37.55 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Pot Tender | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Powderman | \$39.20 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Powderman Helper | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Power Buggy Operator | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Power Tool Operator, Gas, Electric, Pneumatic | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Railroad Equipment, Power Driven, Except Dual Mobile | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Railroad Power Spiker Or Puller, Dual Mobile | \$37.28 | <u>7B</u> | <u>1M</u> |
| Benton | Laborers | Remote Equipment Operator | \$37.83 | <u>7B</u> | <u>1M</u> |

| | | | | | | |
|--------|--|--|---------|-----------|-----------|-----------|
| Benton | Laborers | Remote Equipment Operator (i.e. Compaction And Demolition) | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Rigger/signal Person | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Riprap Person | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Rodder & Spreader | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Sandblast Tailhoseman | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Scaffold Erector, Wood Or Steel | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Stake Jumper | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Structural Mover | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Tailhoseman (water Nozzle) | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Timber Bucker & Faller (by Hand) | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Track Laborer (rr) | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Traffic Control Laborer | \$34.91 | <u>7B</u> | <u>1M</u> | <u>8T</u> |
| Benton | Laborers | Traffic Control Supervisor | \$35.91 | <u>7B</u> | <u>1M</u> | <u>8S</u> |
| Benton | Laborers | Trencher, Shawnee | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Trenchless Technology Technician | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Truck Loader | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Tugger Operator | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Vibrators, All | \$37.55 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Wagon Drills | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Water Pipe Liner | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner) | \$37.83 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Well-point Person | \$37.01 | <u>7B</u> | <u>1M</u> | |
| Benton | Laborers | Wheelbarrow, Power Driven | \$37.28 | <u>7B</u> | <u>1M</u> | |
| Benton | Playground & Park Equipment Installers | Journey Level | \$9.47 | | 1 | |

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, SHERIFF CORRECTIONS
DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

| BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT |
|-----------------------|------------------------|----------------|------------------|-----------------------|------------------------|------------------------------|------------------|
| 523.620 | 1547 | Booking Clerk | \$55,116 | 523.620 | 1547 | Inmate Processing Specialist | \$55,116 |
| 523.620 | 1548 | Booking Clerk | \$56,736 | 523.620 | 1548 | Inmate Processing Specialist | \$56,736 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | \$111,852 | TOTAL | | | \$111,852 |

Explanation:

To appropriate funding and change title to Inmate Processing Specialist for positions at a Grade 9

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

BENTON COUNTY AGENDA ITEM

| | | | |
|--|-----------------------|-------------------------------------|---|
| AGENDA ITEM: | Type of Action | | |
| MEETING DATE: <u>11/15/16 9:05AM</u> | Execute Contract | <input type="checkbox"/> | CONSENT AGENDA <input checked="" type="checkbox"/> |
| SUBJECT: <u>Coding Corrections</u> <u>Between Funds</u> | Pass Resolution | <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> |
| | Pass Ordinance | <input type="checkbox"/> | 1 ST DISCUSSION <input type="checkbox"/> |
| | Pass Motion | <input type="checkbox"/> | 2 ND DISCUSSION <input type="checkbox"/> |
| Prepared By: <u>Pat Austin</u> | Other | <input type="checkbox"/> | OTHER <input type="checkbox"/> |
| Reviewed By: <u>Loretta Smith-Kelty</u> <u>Rosie Sparks</u> | Approve for Hearing | <input type="checkbox"/> | |

BACKGROUND INFORMATION

Request for coding corrections between the Public Safety Tax Fund and the Current Expense Fund to accurately account for Franklin County's share of the cost for the judicial officer funded under the Public Safety Tax. From January, 2016 through May, 2016 total payroll costs for the judicial officer were charged to the Public Safety Tax Fund line items. This coding correction will move Franklin County's share of the cost to the Current Expense Fund so that only Benton County's share will be reflected under the Public Safety Tax Fund.

SUMMARY

See attached coding correction spreadsheet itemizing the transfer of funds and corresponding documentation.

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

No fiscal impact. All funds are within the Superior Court 2015-2016 budget.

MOTION

I move to approve Resolution No. _____ authorizing the coding corrections between the Public Safety Tax Fund and the Current Expense Fund in the amount of \$9,328.85 as outlined on Exhibit "A" of the Resolution.

RESOLUTION NO. _____

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

**IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTIONS BETWEEN
PUBLIC SAFETY TAX FUND NUMBER 0148101.123.512.210 AND CURRENT
EXPENSE FUND NUMBER 0000101.123.512.215.**

**WHEREAS, the Benton County Budget policy requires Board approval for coding corrections
and fund transfers between funds; and**

**WHEREAS, incorrect line item codes were used from January, 2016 through May, 2016
between the Public Safety Tax Fund number 0148101.123.512.210 and the Current Expense
Fund number 0000101.123.512.215;**

**NOW THEREFORE, BE IT RESOLVED, by the Board of Benton County Commissioners
that the coding corrections and fund transfer shall be approved as outlined in Exhibit "A",
attached hereto.**

DATED this _____ day of _____, 2016.

Shon Small, Chairman of the Board

Jim Beaver, Chairman Pro Tem

Jerome Delvin, Member

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

**Attest: _____
Clerk of the Board**

cc: Superior Court, Auditor

| <u>AGENDA ITEM</u> | | <u>TYPE OF ACTION NEEDED</u> | | | |
|---------------------------|------------------------------|-------------------------------------|----------|----------------|----------|
| Meeting Date: | <u>November 15, 2016</u> | Execute Contract | <u>X</u> | Consent Agenda | <u>X</u> |
| Subject: | <u>Xerox Lease Agreement</u> | Pass Resolution | <u>X</u> | Public Hearing | _____ |
| Prepared by: | <u>Tara Symons</u> | Pass Ordinance | _____ | 1st Discussion | _____ |
| Reviewed by: | <u>Reid Hay</u> | Pass Motion | _____ | 2nd Discussion | _____ |
| | | Other | _____ | Other | _____ |

BACKGROUND INFORMATION

The Mental Health Court is in need of a photo copier for their office.

SUMMARY

The term of this lease/purchase agreement is 60 months.

RECOMMENDATION

Mental Health Court requests the Board of County Commissioner's signatures approving the Resolution and the Lease/Purchase Agreement.

FISCAL IMPACT

The cost of this lease has already been included in the current budget.

MOTION

Motion to approve the resolution and execute the Lease/Purchase Agreement between the Benton County Mental Health Court and Xerox Corp.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR ONE COPIER FROM XEROX CORPORATION FOR THE BENTON COUNTY MENTAL HEALTH COURT.

WHEREAS, the Benton County Mental Health Court has a need for multi-function copier to support its staff.

WHEREAS, Mental Health Court has researched the copiers available through Washington State Contract #05214 which provides copier leases to local government agencies on very favorable terms and at very competitive rates;

WHEREAS, after reviewing the available makes and models, it has been determined that Xerox Model 5335PT best meets the needs of the Benton County Mental Health Court.

NOW, THEREFORE,

BE IT RESOLVED, that the Chair of the Benton County Board of County Commissioners is hereby authorized to sign the Lease Agreement with Xerox, Corporation, incorporating the terms of Washington State Contract #05214 in the lease of (1) Model 5335PT multi-function copier for a period of 60 months not to exceed \$109.05 per month plus \$.0081 per B/W copy and with all supplies and consumables included.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

LEASE/PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

PURCHASE REFERENCE No. _____

This order number should appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Xerox Corp., 6400 Southcenter Blvd., Tukwila, WA 98188-2547

VENDOR CODE: (Fed. Tax ID) 16-0468020

VENDOR CONTACT: Annie VanGilder

VENDOR CONTACT PHONE: (480) 588-8313

TYPE OF LEASE: Copy machine lease per WA State Contract #05214.
Single invoice for both operating lease and overages.

SHIP TO:

Benton County Dist. Court
Bldg. A
7122 W. Okanogan Place
Kennewick, WA 99336-2359

BILL TO:

Benton County Dist. Court
Bldg. A
7122 W. Okanogan Pl.
Kennewick, WA 99336-2359

REMIT TO:

Xerox Corp.
PO Box 7405
Pasadena, CA 91109-7405

AGREEMENT:

In exchange for the consideration identified herein, Vendor agrees to provide the listed office equipment to Benton County under the terms described within this Agreement and WA State Contract #05214.

P.O. DATE:

Delivery Date:

11/15/16

| Line | Product | Description | Term | Unit Price | Total Price |
|------|-----------------|--|-----------|------------|-------------|
| 1 | Xerox WC 5335PT | Lease of one (1) quantity Xerox 5335PT copier with: Integrated finisher 1-line Emb. Fax Customer Ed Analyst Services | 60 Months | \$100.41 | \$6024.60 |
| | | | | | |
| | | | | | |

The term of this Agreement shall be 60 months, commencing upon delivery, and expiring 60 months thereafter. Monthly lease amount, including sales tax, shall be \$109.05 plus \$.0081 per B/W copy. Vendor will bill the County monthly at the rates provided herein payable by the County thirty (30) days upon receipt.

| | |
|------------------|-----------|
| SUB TOTAL = | \$6024.60 |
| 8.6% SALES TAX = | \$518.12 |
| TOTAL ORDER = | \$6542.72 |

This Lease Agreement incorporates by reference all terms and conditions of the WA Contract #05214 and the Participating Addendum to NASPO (attached hereto as Exhibit A), as well as the copier pricing applicable to this Lease Agreement per NASPO Master Contract #3091 (attached hereto as Exhibit B.)

The parties agree that under this contract Benton County has all the rights conferred to the Washington Department of Enterprise Services under Participating Addendum 05214.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact: Tara Symons, MHC, Program Mgr.
(509) 735-8476 Ext. 3257

Approved as to Form
(Deputy Prosecutor):

[Handwritten Signature]

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Rhonda Engman Title: Contract Manager Date: 10/27/2016

Vendor Signature: *Rhonda Engman*

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

| <u>AGENDA ITEM</u> | <u>TYPE OF ACTION NEEDED</u> | |
|----------------------------------|------------------------------|--------------------------|
| Meeting Date: <u>11/15/2016</u> | Execute Contract _____ | Consent Agenda <u>XX</u> |
| Subject: <u>Petition for the</u> | Pass Resolution <u>XX</u> | Public Hearing _____ |
| <u>Vacation of</u> | Pass Ordinance _____ | 1st Discussion _____ |
| <u>Wheat Road</u> | Pass Motion _____ | 2nd Discussion _____ |
| Prepared by: <u>MSR</u> | Other _____ | Other _____ |
| Reviewed by: | | |

BACKGROUND INFORMATION

The City of Kennewick has been working on construction of a new road called Bob Olson Parkway. A portion of that new road crosses over existing right of way for Wheat Road within Benton County. As the new road is nearing completion that portion of Wheat Road is no longer necessary for public access. The City and the other adjoining property owner BWR Holdings LLC (a.k.a. Apollo, Inc.) have petitioned that the unnecessary portion of Wheat Road right of way be vacated.

A valid petition has been submitted. The Board may now order the County Engineer to prepare a report on the impacts of vacating said portion of Wheat Road

SUMMARY

A portion of Wheat Road is no longer needed as part of the County road system. The adjoining land owners have submitted a petition to vacate that portion of the road.

RECOMMENDATION

Staff recommends that the Board direct the County Engineer to prepare a report on the vacation of a portion of Wheat Road and schedule a public hearing to consider the matter on December 6, 2016.

FISCAL IMPACT

All costs associated with considering the petition will be paid by the petitioners.

MOTION

Approve on Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: ACCEPTING A PETITION TO VACATE A PORTION OF WHEAT ROAD, ORDERING THE COUNTY ENGINEER TO PREPARE A REPORT ON SAID VACATION AND SETTING A PUBLIC HEARING TO CONSIDER THE PROPOSED VACATION;

WHEREAS, the County Engineer, under the direction from the Board of County Commissioners, is responsible for the management of the County road system and its rights of ways and easements, and;

WHEREAS, the County Engineer has received a petition from property owners adjoining a portion of Wheat road requesting a vacation of said roadway, and;

WHEREAS, the portion of Wheat Road requested to be vacated is generally described as follows:

That portion of Wheat Road lying south of Clodfelter Road and north of the south line of the north half of the Northeast Quarter of Section 12, Township 8N, Range 29E in Benton County Washington.

WHEREAS, RCW 36.87 outlines the process for reviewing vacation petitions.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners accepts the petition for a portion of Wheat Road and hereby orders the County Engineer to prepare a report on said petition, and;

BE IT FURTHER RESOLVED that a Public Hearing be held at 9:00 a.m., Tuesday, December 6, 2016 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed request for vacation.

Dated this 15th day of November 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

FORM OF PETITION FOR
 VACATION AND ABANDONMENT OF COUNTY ROAD RIGHT OF WAY
 (RCW 36.87.020)

TO: BOARD OF BENTON COUNTY COMMISSIONERS:

We, the undersigned, being owners of the majority of the frontage, do hereby respectfully petition the Board of County Commissioners of Benton County, Washington, for the vacation and abandonment of the following described county road right of way in Benton County, Washington: (Attached herewith is a vicinity map of the right of way)

See Exhibit "B"

and in support of said petition; allege:

I

That the land owned by each petitioner of the aforesaid right of way is described as follows: (Attach a copy of legal description for each signature.)

II

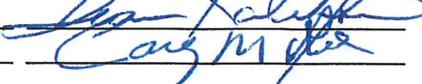
That such county road right of way is useless as part of the county road system and that the public will be benefited by its vacation and abandonment, for the following reasons:

The City of Kennewick is in the process of constructing Bob Olson Parkway which realigns and cuts off certain portions of the existing Wheat Road from Clodfelter Road.

Vacating the portion of Wheat Road from the intersection of Clodfelter Road to the South line of the North half of the Northeast Quarter of Section 12, Township 8 North, Range 28 , removes the separation of, by Wheat Road, Lot 2 of Short Plat 2849.

III

That this petition is accompanied by a bond in the penal sum of Five Hundred Dollars, (\$500.00), payable to the Benton County Engineer, pursuant to statute, conditioned upon the petitioners paying into the county road fund of said county the amount of all costs and expenses incurred in the examination, report, and all proceedings pertaining to this action for the vacation and abandonment of said right of way

| NAME (print) | SIGNATURE | RESIDENCE | DATE |
|-----------------|---|--|-----------|
| Bruce Ratchford |  | | 11/8/2016 |
| Cary M. Roe |  | City of Kennewick Public Works Director | 11/8/16 |
| | | | |
| | | | |
| | | | |

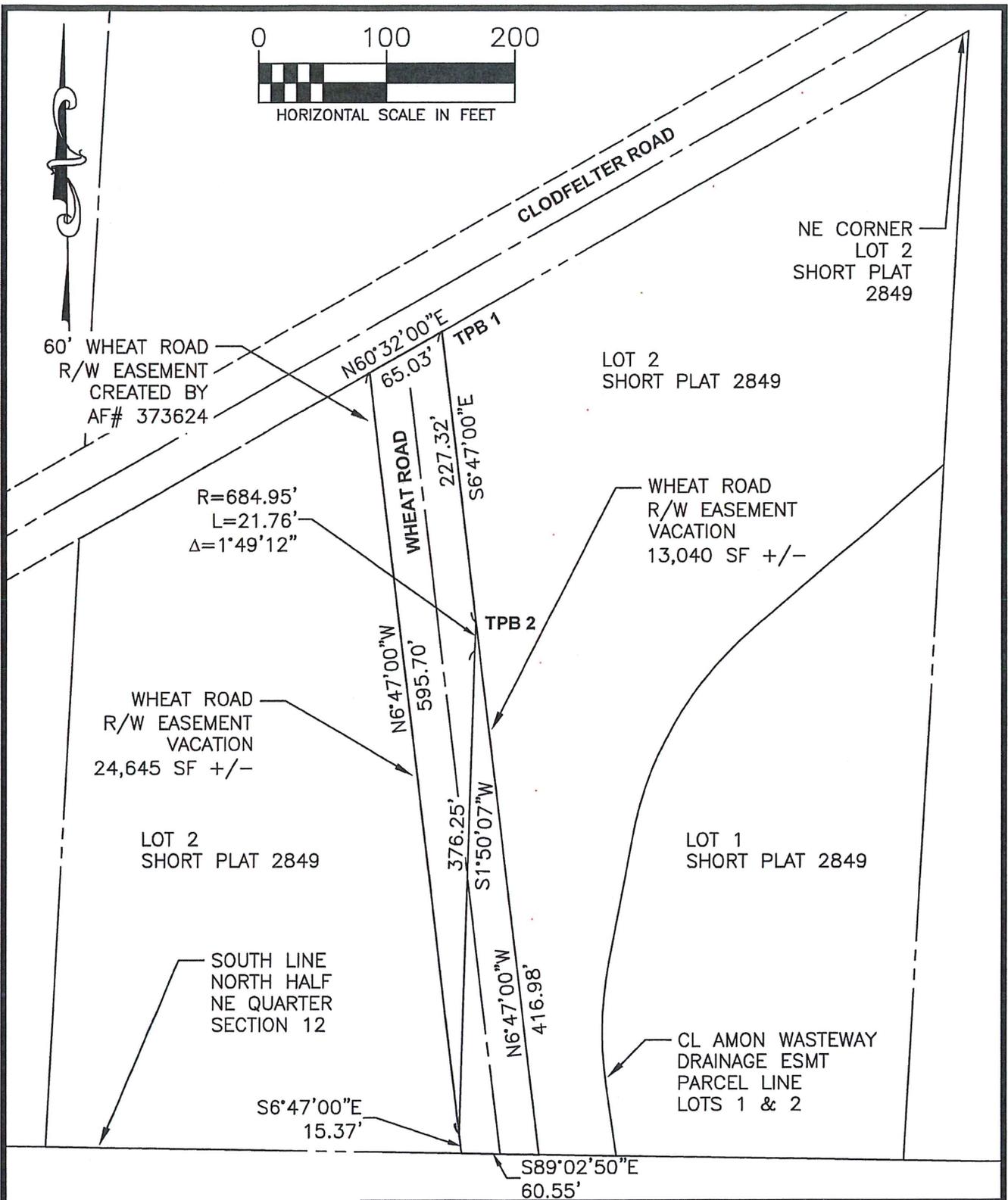
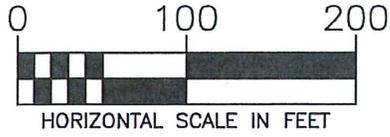


EXHIBIT B

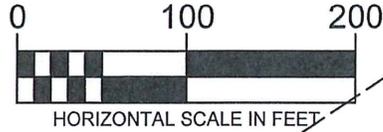
DRAWING LEGAL EXHIBITS



ENGINEERING
DIVISION

DATE 10/27/16
DWN RAW

Wheat Rd Vaction



CLODFELTER RD

BOB OLSON
PARKWAY

CL AMON
WASTEWAY
DRAINAGE
EASEMENT

LOT 1
SP 2849

 PORTION OF LOT 2
OWNED BY
BWR HOLDINGS LLLP

 PORTION OF LOT 2
OWNED BY
C.O.K.

 PORTION OF WHEAT ROAD
TO BE VACATED
TO BWR HOLDINGS LLLP

 PORTION OF WHEAT ROAD
TO BE VACATED
TO C.O.K. FOR RW

EXHIBIT B
SUPPLEMENT

DRAWING LEGAL EXHIBITS



ENGINEERING
DIVISION

DATE 11/1/2016
DWN

DWG. NO.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CORRECTIONS
DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

| BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT |
|-----------------------|------------------------|----------------------|-----------------|-----------------------|------------------------|------------------------------|-----------------|
| 523.620 | 1427 | Classification Clerk | \$11,245 | 523.620 | 1427 | Inmate Processing Specialist | \$11,245 |
| 523.620 | 1522 | Jail Records Clerk | \$2,782 | 523.620 | 1522 | Inmate Processing Specialist | \$2,782 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | \$14,027 | TOTAL | | | \$14,027 |

Explanation:

To appropriate funding and change title to Inmate Processing Specialist for incumbant positions

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, SHERIFF CORRECTIONS
DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

| BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT |
|-----------------------|------------------------|--------------------|----------|-----------------------|------------------------|------------------------------|----------|
| 523.620 | 1841 | Jail Booking Clerk | \$73,138 | 523.620 | 1841 | Inmate Processing Specialist | \$73,138 |
| 523.620 | 1842 | Jail Booking Clerk | \$73,138 | 523.620 | 1842 | Inmate Processing Specialist | \$73,138 |
| 523.620 | 1843 | Jail Booking Clerk | \$73,138 | 523.620 | 1843 | Inmate Processing Specialist | \$73,138 |
| 523.620 | 1844 | Jail Booking Clerk | \$73,138 | 523.620 | 1844 | Inmate Processing Specialist | \$73,138 |
| TOTAL | | | | TOTAL | | | |
| \$292,552 | | | | \$292,552 | | | |

Explanation:

To appropriate funding and change title to Inmate Processing Speciallyist for positions at a Grade 9

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
INMATE BENEVOLENCE FUND NUMBER 0116101,

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

| BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT |
|-----------------------|------------------------|----------------|--------------|-----------------------|------------------------|----------------|--------------|
| 523.600 | 1956 | Counselor | \$300 | 523.600 | 2104 | Retirement | \$300 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | \$300 | TOTAL | | | \$300 |

Explanation:

To appropriate funding for Retirement

Prepared by:

Date:

Approved

Denied

Date:

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPT 120
TO SHERIFF CLERK & RECORDS DEPT 119.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name/N Sheriff Custody Dept 120

Dept Name/N Sheriff Clerk & Records Dept 119

Fund Name: Current Expense

Fund Nbr: 0000-101

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 |
|-----------------------|------------------------|-----------------|-----------------|-----------------------|------------------------|----------------------|-----------------|
| Dept 120 | Sheriff | Custody | | Dept 119 | Sheriff | Clerk & Records | |
| 523.620 | 1897 | Custody Officer | \$ 10,000 | 521.220 | 1372 | Records Clerk | \$ 3,350 |
| 523.620 | 1902 | Custody Officer | \$ 19,250 | 521.220 | 1381 | Records Sergeant | \$ 4,300 |
| | | | | 521.220 | 1382 | Records Clerk | \$ 3,700 |
| | | | | 521.220 | 1383 | Records Clerk | \$ 3,700 |
| | | | | 521.220 | 1384 | Records Clerk | \$ 2,900 |
| | | | | 521.220 | 1385 | Records Clerk | \$ 3,700 |
| | | | | 521.220 | 1386 | Records Clerk | \$ 3,600 |
| | | | | 521.220 | 1429 | Administration Clerk | \$ 3,300 |
| | | | | 521.220 | 2104 | Retirement | \$ 500 |
| | | | | 521.220 | 2106 | Uniform Laundry | \$ 200 |
| TOTAL | | | \$29,250 | TOTAL | | | \$29,250 |

Explanation:

To appropriate funding for Wages and Benefits for 2016. Moving Appropriated funding from Sheriff Custody budget Dept 120, to Sheriff Clerk & Records budget Dept 119.

Prepared by: Linda Ivey

Date: 08-Nov-2016

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPT 120
TO SHERIFF ADMINISTRATION DEPT 118.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name/N

Dept Name/N

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 |
|-----------------------|------------------------|-----------------|-----------------|-----------------------|------------------------|-------------------------|-----------------|
| Dept 120 | Sheriff | Custody | | Dept 118 | Sheriff | Administration | |
| 523.620 | 1902 | Custody Officer | \$23,100 | 521.100 | 1368 | Civil Lieutenant | \$3,600 |
| | | | | 521.100 | 1371 | Civil Investigator | 6,700 |
| | | | | 521.100 | 1373 | Administrative Clerk | 4,000 |
| | | | | 521.100 | 1376 | Records Clerk | 3,700 |
| | | | | 521.100 | 1378 | Chief Financial Officer | 400 |
| | | | | 521.100 | 2102 | Social Security | \$2,200 |
| | | | | 521.100 | 2103 | Medical Insurance | \$2,300 |
| | | | | 521.100 | 2106 | Uniform Laundry | \$200 |
| TOTAL | | | \$23,100 | TOTAL | | | \$23,100 |

Explanation:

To appropriate funding for Wages and Benefits for 2016. Moving Appropriated funding from Sheriff Custody budget Dept 120, to Sheriff Administrative budget Dept 118.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

| BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT |
|-----------------------|------------------------|----------------|----------------|-----------------------|------------------------|-----------------|----------------|
| 521.210 | 1467 | Deputy | \$ 3,000 | 521.210 | 2106 | Uniform Laundry | \$ 1,500 |
| 521.242 | 4180 | Legal Services | \$ 2,500 | 521.231 | 2104 | Retirement | \$ 1,500 |
| | | | | 521.242 | 1935 | Holiday | \$ 1,300 |
| | | | | 521.242 | 2105 | Social Security | \$ 700 |
| | | | | 521.242 | 2104 | Retirement | \$ 500 |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | \$5,500 | TOTAL | | | \$5,500 |

Explanation:

To appropriate funding for Wages & Benefits in the Sheriff Patrol.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

BENTON COUNTY AGENDA ITEM

| | | | | | |
|---------------|--|-----------------------|---------------|----------------------------|---------------|
| AGENDA ITEM: | Interpreter Reimbursement Agreement | Type of Action | | | |
| MEETING DATE: | 11/15/16 9:05AM | Execute Agreement | <u> X </u> | CONSENT AGENDA | <u> X </u> |
| SUBJECT: | Interpreter Agreement | Pass Resolution | <u> X </u> | PUBLIC HEARING | <u> </u> |
| | Between the Admin. Office of Courts & BC | Pass Ordinance | <u> </u> | 1 ST DISCUSSION | <u> </u> |
| | | Pass Motion | <u> </u> | 2 ND DISCUSSION | <u> </u> |
| Prepared By: | Pat Austin | Other | <u> </u> | OTHER | <u> </u> |
| Reviewed By: | Loretta Smith-Kelty Ryan Brown | Approve for Hearing | <u> </u> | | <u> </u> |

BACKGROUND INFORMATION

In 2008 the Superior Court joined all courts within Benton & Franklin Counties in an application to reimburse individual courts for costs related to court interpreters. The regional application was successful in its application and has once again received funding for fiscal year 2016-2017. The Superior Court is requesting Benton County to authorize entering into the 2016-2017 Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs for interpreter services consistent with the attached agreement.

SUMMARY

Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for interpreter expenditures.

RECOMMENDATION

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign Interagency Agreement #IAA17526 between the Administrative Office of the Courts and Benton County.

FISCAL IMPACT

Benton County will receive up to a maximum of \$24,652.00 in qualified reimbursement costs for interpreter expenses through the Superior Court during the period of July 1, 2016 – June 30, 2017.

MOTION

I move to approve Resolution No. _____ and sign Interagency Agreement #IAA17526 between the Administrative Office of the Courts and Benton County.

BENTON COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF
BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT
#IAA17526 BETWEEN BENTON COUNTY AND THE STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS; AND**

**WHEREAS, the Superior Court received notification on October 18, 2016, of available interpreter
reimbursement funding to Benton County for the term commencing July 01, 2016 and terminating on
June 30, 2017; and**

**WHEREAS, Patricia Austin, Superior Court Administrator, believes it is in the best interest of the
Superior Court that the Agreement between State of Washington Administrative Office of the Courts
and Benton County be approved as presented for a term commencing July 1, 2016 and terminating on
June 30, 2017;**

**NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby
accepts the proposed interpreter reimbursement agreement for the term commencing July 01, 2016 and
terminating on June 30, 2017;**

**BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners is
hereby authorized to sign interagency agreement #IAA17526 between Benton County and the State of
Washington Administrative Offices of the Courts on behalf of Benton County.**

DATED this _____ day of _____, 2016.

BENTON COUNTY BOARD OF COMMISSIONERS

Shon Small, Chairman of the Board

Jim Beaver, Member

Jerome Delvin, Member

ATTEST:

Clerk of the Board

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

**INTERAGENCY AGREEMENT IAA17526
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY**

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

1. DEFINITIONS

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

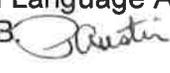
- a. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified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

2. PURPOSE

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

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

3. DESCRIPTION OF SERVICES TO BE PROVIDED

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

4. PERIOD OF PERFORMANCE

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

5. COMPENSATION

- a. The Court shall be reimbursed a maximum of \$24,652 for interpreter services costs incurred during the period of July 1, 2016 to June 30, 2017. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2017.
- b. The Court shall receive payment for no more than 50 percent costs for interpreter services as set forth in Exhibit A, and incorporated herein.

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

AOC Financial Services

PO Box 41170

Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.

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

6. TREATMENT OF ASSETS AND PROPERTY

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

7. RIGHTS IN DATA

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

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

8. INDEPENDENT CAPACITY

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

9. AGREEMENT ALTERATIONS AND AMENDMENTS

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

10. RECORDS, DOCUMENTS, AND REPORTS

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

11. RIGHT OF INSPECTION

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

12. DISPUTES

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

13. TERMINATION

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

14. GOVERNANCE

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

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

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

15. ASSIGNMENT

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

16. WAIVER

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

17. SEVERABILITY

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

18. ENTIRE AGREEMENT

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

19. AGREEMENT MANAGEMENT

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

| AOC Program Manager | Court Program Manager |
|--|--|
| <p>Robert Lichtenberg PO Box 41170 Olympia, WA 98504-1170 robert.lichtenberg@courts.wa.gov (360) 350-5373</p> | <p>Patricia J. Austin Administrator 7122 W Okanogan PI Kennewick, WA 99336-2359 pat.austin@co.benton.wa.us 509-736-3071 Ext 25</p> |

AGREED:

Administrative Office of the Courts

Benton County

Signature *Date*

Signature *Date*

Callie Dietz

Name

Name

Administrator, AOC

Title

Title

EXHIBIT A

WASHINGTON STATE INTERPRETER SERVICES FUNDING FUNDING CONDITIONS AND PAYMENT STRUCTURE

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

1. General Funding Conditions

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

A. Spoken Language Interpreters

1) Certified and Registered Language Interpreters

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

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

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

3) Non-Credentialed Languages

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

B. Sign Language Interpreters

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

1) When the Court uses either:

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

C. Salaried Staff and Contract Interpreters

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

D. Remote Interpreting

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

E. Scope of Interpreter Funding

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

2. Payment Structure

A. Hourly Rate

1) Rate for Spoken Language Interpreters

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

2) Rate for Sign Language Interpreters

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

3) Salaried Interpreters

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

4) Contracted Interpreters

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

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

5) Telephone Interpreting Rate

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

6) Hourly Minimum Rate Charges

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

7) Excess Charges

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

8) Hourly Rounding

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

B. Travel Time and Mileage

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

INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT

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

1. Mileage

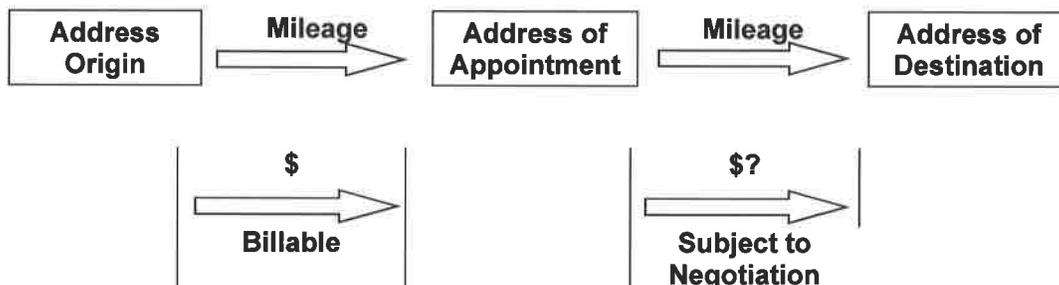
Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

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

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

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

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



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

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

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

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

2. TRAVEL TIME

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

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

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

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

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

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

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

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



Exhibit B

Interpreter Reimbursement Program Court Report Template

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

- The report should cover the period July 1, 2016 thru June 30, 2017.
- The report should include and answer the following, and can be supplemented by other materials such as charts, spreadsheets, etc.
- The report should be returned no later than July 31, 2017 to Robert Lichtenberg at Robert.lichtenberg@courts.wa.gov.
- The report should be no longer than three (3) pages.

1. Name of Court
2. Contract Number
3. Name of Person Completing Report
4. Provide a general description of interpreter services provided by your court. The report should provide information other than that provided on the quarterly Interpreter Services Funding Data (ISF) reports. For example, include information on charging litigants, types of hearings interpreters were provided for, use of staff interpreters, interpreter scheduling practices, pool of interpreters, etc.
5. Describe any collaborative efforts with other courts including, why the collaboration was sought, the impact of these efforts, challenges, and why the efforts were initiated. For example, sometimes neighboring courts work with one another to improve interpreting services including combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars.
6. Identify two or three improvements made or promising practices realized by your court to improve interpreter services and/or to reduce expenses.
7. Identify any changes or improvements your court plans to implement in the future to improve interpreter services and/or to reduce expenses.
8. Identify any challenges or trends your court is experiencing with providing interpreter services.

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

| <u>AGENDA ITEM</u> | <u>TYPE OF ACTION NEEDED</u> | |
|-------------------------------------|------------------------------|-------------------------|
| Meeting Date: <u>Nov. 15, 2016</u> | Execute Contract _____ | Consent Agenda _____ |
| Subject: <u>Old Engineers Bldg.</u> | Pass Resolution _____ | Public Hearing _____ |
| | Pass Ordinance _____ | 1st Discussion <u>X</u> |
| Prepared by: <u>Fred Bowen</u> | Pass Motion <u>X</u> | 2nd Discussion _____ |
| | Other _____ | Other _____ |
| Reviewed by: | | |

BACKGROUND INFORMATION

On August 23rd 2016 the Board approved a contract with PBS Environmental to manage the hazardous material abatement on the Old Engineers Building located behind the Courthouse in Prosser.

SUMMARY

During the process of developing the abatement specifications for the hazardous materials on the Engineering building, I was asked to look into repainting the window frames of the Courthouse and a rehabilitation of the Main Entrance Staircase and Handrails.

The paint on the Courthouse window frames contain 20% lead and abatement is required before repainting.

Main Entrance rehab consists of removing the rubber stair caps, remove and replace the aluminum handrail with wooden rails to match existing rails; remove carpeting on the 3rd floor; repair, clean and polish the original Terrazzo staircases and floors on all three landings. (No hazardous materials were found).

RECOMMENDATION

The Board of County Commissioners approve the Public Services Administrator to seek bids from qualified contractors for the removal of all hazardous materials on the Engineers Building, Courthouse Windows and the rehabilitation on the Main Entrance floors and staircase.

FISCAL IMPACT

| | | |
|------------------|-------------------------|-----------|
| Estimated Costs: | Old Engineers Bldg. | \$68,000 |
| | Courthouse Windows | \$148,000 |
| | Main Entrance Staircase | \$95,000 |

Cost includes 10% contingency & tax

MOTION

Move to approve the Public Services Administrator to seek bids from qualified contractors for the removal of all hazardous materials on the Engineering Building, Courthouse Windows and the rehabilitation on the Main Entrance floors and staircase.

| <u>AGENDA ITEM</u> | <u>TYPE OF ACTION NEEDED</u> | |
|------------------------------------|------------------------------|-------------------------|
| Meeting Date: <u>Nov. 15, 2016</u> | Execute Contract _____ | Consent Agenda _____ |
| Subject: <u>Fairgrounds</u> | Pass Resolution _____ | Public Hearing _____ |
| Prepared by: <u>Fred Bowen</u> | Pass Ordinance _____ | 1st Discussion <u>X</u> |
| | Pass Motion <u>X</u> | 2nd Discussion _____ |
| | Other _____ | Other _____ |

BACKGROUND INFORMATION

On May 17, 2016 the Board approved the development of construction plans and specifications for the renovation of Buildings 2 and 3 at the Fairgrounds.

SUMMARY

I am seeking approval to send the plan drawings out for bid once the City completes their plan review. Estimated completion is December 6, 2016.

RECOMMENDATION

The County Commissioners authorize the Public Services Administrator to proceed with the bidding process for the renovation of Buildings 2 and 3 at the Fairgrounds.

FISCAL IMPACT

Total estimated cost \$1,941,000

MOTION

Move to approve the Public Services Administrator to proceed with the bidding process for the renovation of Buildings 2 and 3 at the Fairgrounds.