

**December 7, 2009**

**THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
November 30, 2009, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** David Sparks (on vacation)

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kilty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Bryan Perry, Safety Coordinator; Planning Manager Mike Shuttleworth; Steve Becken and Malcolm Bowie, Public Works; DPA Ryan Brown; Auditor Bobbie Gagner; Deputy Auditor Brenda Chilton; Assessor Barb Wagner.

Approval of Minutes

The Minutes of November 23, 2009 were approved.

Consent Agenda

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

Board of Equalization

- a. Line Item Transfer, Fund No. 0000-101, Dept. 103

Fairgrounds

- b. Lease Agreement w/Xerox for Copier

Human Services

- c. Agreement, #09/11-SA-ESD-00, w/Educational Service District 123
- d. Amendment, #07/09-SA-ESD-02, w/Educational Service District 123
- e. Appointments to the Developmental Disabilities Advisory Board

Juvenile

- f. Contract Amendment w/Aramark Correctional Services for Food Services
- g. Personal Services Contract w/Perfect Circle Construction, Inc.

Office of Public Defense

- h. Excess Cases Compensation for J Celski in 2008 Indigent Defense Representation
- i. Subscription Plan Amendment w/Lexisnexis for Legal Research Services
- j. Professional Services Contract w/M. Almquist, DBA Columbia Private Investigation
- k. Professional Services Contract w/B Bowe, DBA Bowe & Associates, LLC
- l. Professional Services Contract w/M Torres, DBA Casey Investigations
- m. Professional Services Contract w/J Porteous, DBA Working Investigations

Personnel

- n. Guest Speaker Agreement w/J LeFrance

Public Works

- o. Authorization to Schedule a Call for Bids for CE 1918 CRP – Wiser Parkway
- p. Contract w/Deatley Crushing Company for Crushing & Stockpiling 2009 & 2010

Other Business

December 7 Meeting

Chairman Benitz stated he would like to be excused from the December 7 meeting because he would need to attend a water meeting in Yakima.

Unscheduled Visitors

Petition to Move County Seat

Kay Staples provided three boxes of petitions to move the Benton County seat to Kennewick. Chairman Benitz stated the petitions would be stamped page by page and then a receipt given to Ms. Staples. Ms. Staples requested the receipt be mailed to her.

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

Executive Session - Pending Litigation

The Board went into executive session with DPA Ryan Brown at 9:05 a.m. for approximately 10 minutes to discuss pending litigation. Also present were Melina Wenner, Mike Shuttleworth, Loretta Smith Kelty, and Cami McKenzie.

The Board came out of executive session at 9:14 a.m. Mr. Brown stated the Board discussed pending litigation and that no action was taken.

Briefly recessed, reconvening at 9:18 a.m.

**MOTION:** Commissioner Beaver moved that the Board not appeal the Futurewise case, also known as Wiser. Commissioner Bowman seconded and upon vote, the motion carried.

## Benton-Franklin Counties Domestic Violence Services

Kelly Abken, executive director gave a Powerpoint presentation on the 2008 Annual Report and services provided by Benton-Franklin Counties Domestic Violence Services.

The Board briefly recessed, reconvening at 9:47 a.m.

## Public Hearing – SPV 09-04

Mike Shuttleworth said that Benton County received an application requesting to vacate the entire Short Plat 1632. He said the Board approved a similar request, however, it did not accomplish what the applicants needed and they were now requesting to vacate the entire short plat.

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

The Board briefly recessed so Mike Shuttleworth could speak to a member of the public regarding the public hearing process. The Board reconvened at 9:54 a.m.

**MOTION:** Commissioner Bowman moved to approve the short plat vacation of Short Plat 1632, with conditions. Commissioner Beaver seconded and upon vote, the motion carried.

## Other Business

### Health District

Commissioner Beaver requested the Board take action regarding the schedule for the Health District to pay back the money owed on the Canal property.

**MOTION:** Commissioner Beaver moved to approve the Chairman draft a letter outlining the terms of the payment plan. Commissioner Bowman seconded.

### Discussion

Commissioner Bowman asked if the letter needed to come from the Health Board or if it needed to come from the Board of Commissioners. Additionally, he wanted to know what would happen if the property didn't sell.

Commissioner Beaver said they could set up a payment plan to pay \$100,000 each year, and in the event the property sold, the debt would be reduced by the payments made. Commissioner Bowman said he was in agreement with that concept.

Upon vote, the motion carried.

### Salaries/COLA Discussion

Commissioner Beaver asked if the Commissioners were scheduled to receive a COLA for the year 2010. It was stated the salaries for elected officials were set by resolution and it did not include a COLA.

### Health District – Cont.

Commissioner Bowman asked about a plan for the Health District to deal with any budget shortfalls within 90 days. Chairman Benitz said he would make sure the item was on the agenda for the meeting on the 16<sup>th</sup>. Commissioner Beaver requested a letter that outlined Benton County's expectations for the comprehensive plan to deal with budget shortfalls be provided in the packet on the 10<sup>th</sup>. Chairman Benitz said he would work on a letter.

### Petition to Move County Seat - Discussion

Chairman Benitz asked the Auditor to assist with the verification of the petition process. Ms. Gagner stated they would have the new program in place in two weeks and could start verifying signatures at that time.

Mr. Brown said he would need to review applicable statutes and the AG's opinion. Additionally, although the Board could start the prep work, the final verification process would be some time around May 1.

### Vouchers

Check Date: 11/30/2009  
Warrant #: 938836-939072  
Taxes #: 01011109  
Total all funds: \$1,137,884.02

Check Date: 11/30/2009  
Warrant #: 938809-938822  
Total all funds: \$722.54

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

### Resolutions

09-778 Line Item Transfer, Fund No. 0000-101, Dept. 103  
09-779 Lease Agreement w/Xerox for Copier  
09-780 Agreement, #09/11-SA-ESD-00, w/Educational Service District 123  
09-781 Amendment, #07/09-SA-ESD-02, w/Educational Service District 123  
09-782 Appointments to the Developmental Disabilities Advisory Board  
09-783 Contract Amendment w/Aramark Correctional Services for Food Services  
09-784 Personal Services Contract w/Perfect Circle Construction, Inc.

- 09-785 Excess Cases Compensation for J Celski in 2008 Indigent Defense Representation
- 09-786 Subscription Plan Amendment w/Lexisnexis for Legal Research Services
- 09-787 Professional Services Contract w/M. Almquist, DBA Columbia Private Investigation
- 09-788 Professional Services Contract w/B Bowe, DBA Bowe & Associates, LLC
- 09-789 Professional Services Contract w/M Torres, DBA Casey Investigations
- 09-790 Professional Services Contract w/J Porteous, DBA Working Investigations
- 09-791 Guest Speaker Agreement w/J LeFrance
- 09-792 Authorization to Schedule a Call for Bids for CE 1918 CRP – Wiser Parkway
- 09-793 Contract w/Deatley Crushing Company for Crushing & Stockpiling 2009 & 2010

With no further business before the Board, the meeting adjourned at approximately 10:11 a.m.

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Clerk of the Board

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Chairman

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# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE PERSONAL SERVICES AGREEMENT WITH MICHELLE DOLVEN FOR FAMILY LAW FACILITATOR SERVICES.

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Personal Services Agreement providing for a Family Law Facilitator Service for Benton County Superior Court Clerk, as attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Clerk (orig), M. Dolven, R. Ozuna Auditor

PERSONAL SERVICES AGREEMENT  
PROVIDING FOR A FAMILY LAW COURT FACILITATOR SERVICE FOR  
BENTON COUNTY SUPERIOR COURT CLERK

THIS PERSONAL SERVICES AGREEMENT is between BENTON COUNTY, a political subdivision of the State of Washington, and Michelle Dolven (hereinafter referred to as "Contractor").

1. **Purpose**

Benton County Superior Court and its Clerk need the services of Contractor to provide basic services to the Benton County Superior Court for pro se litigants regarding domestic matters pursuant to the Revised Code of Washington (RCW) Chapter 26.12.240, and Washington Rules of Court, General Rule (GR) 27.

2. **Term of Agreement**

This agreement is effective January 1, 2010 through December 31, 2010.

3. **Scope of Services**

The Contractor shall provide the services specified in Attachment A, Statement of Work. Contractor shall perform such services at the Benton County Justice Center from 11:00 a.m. until 1:30 p.m. on the day of the week on which Benton County Superior Court schedules its domestic docket at the Justice Center. In addition, the Contractor shall be in court and make his/her services available at the weekly domestic docket at the Justice Center until excused by the presiding judge. For each such domestic docket day, Contractor shall bill for the actual time spent each day providing services under this agreement or \$195.00, whichever is less. Contractor shall not bill for or provide any services at any other time or on any other day other than a domestic docket day as set forth above, unless this agreement is amended in writing.

Contractor shall use reasonable efforts to obtain a written and signed disclaimer of attorney-client relationship, attorney-client confidentiality and representation from each person utilizing the services of Contractor under this agreement. The disclaimer shall be in the format developed and approved by the Administrative Office of the Courts.

4. **Compensation**

Benton County shall compensate the Contractor at an hourly rate of \$60.00 per hour billed, subject to the maximum amount set forth above. Based on the maximum number of hours allowed under paragraph 3 above, total monthly compensation shall be no more than \$780.00 in any month that contains four domestic dockets and \$975.00 in any month that contains five domestic dockets at the Justice Center. The Contractor shall submit a monthly invoice for services rendered to the Benton County Clerk. Payment shall be made within three weeks of receipt of a valid invoice.

5. **Expenses**

Contractor shall not charge the County for expenses incurred in providing the required services. All expenses incurred by the Contractor pursuant to this agreement shall be the sole responsibility of the Contractor, unless agreed to otherwise in writing by the parties hereto.

6. **Compliance with Laws**

The Contractor shall, in performing the services under this agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations, applicable to the services to be performed and the Contractor's status as an independent contractor.

7. **Hold Harmless and Indemnification**

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

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have under such laws. By executing this agreement, 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.

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

8. **Insurance**

**Professional Legal Liability:** The Contractor shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of no less than two hundred fifty thousand dollars (\$250,000) per occurrence.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in the agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the agreement or within the scope of the Contractor's services as defined by this agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the agreement.

**Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Contractor of 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.

**Other Insurance Provisions:** The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

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

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.

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.

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

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.

**Verification of Coverage and Acceptability of Insurers:** The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than "A:7" with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The Contractor shall furnish the County with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) days after the effective date of the agreement. The certificate will, at a minimum, list limits of liability and coverage. Contractor shall not cancel or allow to expire, except on forty-five (45) days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County as an additional insured of cancellation or changes shall be altered so as not to negate the intent of this provision.

Certificates of Insurance shall show the Certificate Holder as Benton County and include "c/o" of the Benton County Clerk. The address of the Certificate Holder shall be shown as the current address of the Clerk.

**The County, its officers, officials, employees and agents shall be named as additional insureds with respect to the performance of services on all required insurance policies.**

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

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

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

10. **Independent Contractor**

The Contractor agrees that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create an employer and employee relationship between the parties. The Contractor shall not be entitled to any benefits accorded Benton County employees by performing the services required by this agreement. Benton County shall not be responsible for withholding or otherwise deducting federal income tax or social security taxes, for contributing to the state industrial insurance program, or otherwise assuming the tax withholding duties of an employer with respect to the Contractor.

Notwithstanding, the Contractor will be allowed to use the title "Benton County Court Facilitator" on business cards and letterhead followed by the term "Michelle Dolven, Contractor".

11. **Termination**

Contractor or Benton County may terminate this agreement with or without cause by giving written notice of termination to the other party. Such termination shall be effective ten (10) working days from the date of delivery of the notice to terminate.

12. **Assignment**

The Contractor shall not assign or subcontract for the performance of any of the services covered by this agreement.

13. **Non-Waiver**

Waiver by Benton County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. **Integrated Agreement**

This agreement together with specified attachment represents the entire integrated agreement between Benton County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the Chair of the Benton County Board of Commissioners, the Benton County Clerk and the Contractor.

15. **Jurisdiction and Venue**

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Benton County.

16. **Severability**

If a 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 such end the provisions of this agreement are declared to be severable.

17. **Non-Discrimination Policy**

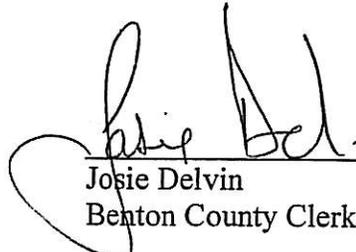
The Contractor agrees to adhere to the non-discrimination policy of Benton County and to execute in writing an assurance of compliance with that policy.

IN WITNESS WHEREOF, the parties have executed this agreement effective the last date set forth below.

Contractor

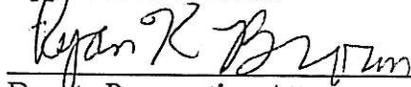
  
Michelle Dolven

Date: 11/10/09

  
Josie Delvin  
Benton County Clerk

BOARD OF BENTON COUNTY  
COMMISSIONERS

Approved as to form:

  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners

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

## ATTACHMENT A – STATEMENT OF WORK

### PROFESSIONAL SERVICES CONTRACT

#### SERVICES PROVIDED BY CONTRACTOR

Pursuant to paragraph 3 of the Contract, the CONTRACTOR, as Family Law Courthouse Facilitator, shall provide upon request the services authorized by GR 27 on behalf of pro se litigants in family law cases in Benton County Superior Court, which include the following:

- a) Referral to legal and social services resources, including lawyer referral and alternate dispute referral programs and resources on obtaining family law forms and instructions;
- b) Assistance in calculating child support using standardized computer based program based on financial information provided by the pro se litigants;
- c) Processing interpreter requests for facilitator assistance and court hearings;
- d) Assistance in selection as well as distribution of forms and standardized instructions that have been approved by the Court, Clerk's Office or the Administrative Office of the Courts;
- e) Assistance in completing forms that have been approved by the court, clerks office or the Administrative Office of the Courts;
- f) Explanation of legal terms;
- g) Information on basic court procedures and logistics including requirements for service, filing, scheduling hearings and complying with local procedures;
- h) Review of completed forms to determine whether forms have been completely filled out **but not as to substantive content with respect to the parties' legal rights and obligations**;
- i) Previewing pro se documents prior to hearings for matters such as dissolution of marriage and show cause and temporary relief motions calendars under the direction of the Clerk or Court to determine whether procedural requirements have been complied with;
- j) Attendance at pro se hearings to assist the Court with pro se matters;

- k) Assistance with preparation of Court orders under the direction of the Court;  
and
- l) Preparation of pro se instruction packets under the direction of the  
Administrative Office of the Courts.

Court Facilitator  
12/18/08

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

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelt  
Deputy County Administrator

December 7, 2009

Benton County Elected Officials

Re: *2011-2012 Biennial Budget*

Thank you for your assistance during the 2010 budget process and thank you for your patience as we move forward into the 2011-2012 biennial budget.

We have made great strides in Benton County, however, there is still much work to do. As we look to next year's budget process with a new biennial budget, we want to begin the work now to make the transition as smooth as possible.

In these uncertain financial times we want to be better prepared. Therefore, the Board is requesting that each elected official provide a strategic plan for the next 2-5 years for its department(s). It is our hope that this process will assist in the budget planning process and communication between the departments.

We are requesting that you provide your strategic plan to the Board of Commissioners on or before June 1, 2010. Please feel free to contact our office and administrators to help you with this process.

Again, thank you for your assistance in balancing our 2010 budget.

BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.  
Chairman

Leo Bowman  
Chairman Pro Tem

James Beaver  
Member

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

## Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

December 7, 2009

On behalf of Benton County, the Board of Commissioners would like to extend Seasons Greetings and wish everyone at Benton County Happy Holidays!

This was a tough year with budget cuts and we truly appreciate your dedication and commitment to your job and Benton County. Here are a few milestones we would like to note:

- Auditor – created the 2008 Comprehensive Annual Financial Report (CAFR) and received the Certificate of Achievement for Excellence in Financial Reporting
- Clerk – implemented a jury management system
- Commissioners/County Administrator's Departments – developed and upgraded the County's website; Office of Public Defense implemented In-Custody Representation program so District Court defendants have access to counsel at time of initial appearance
- Prosecuting Attorney – developed interlocal contract with City of W. Richland for handling of misdemeanors
- Sheriff – installed e-ticketing/collision program machines in every deputy vehicle
- District Court implemented corresponding program to receive e-tickets from officers
- Superior Court – implemented case management/calendar software to streamline management of court cases and daily calendar system
- Treasurer – purchased optical code recognition software/scanners to accurately process thousands of tax payments received each day by mail

Thank you again for your hard work and we look forward to another successful year at Benton County.

BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.  
Chairman

Leo Bowman  
Chairman Pro Tem

James Beaver  
Member

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

Board of County Commissioners  
BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

December 7, 2009

Dr. Larry Jecha  
Benton-Franklin Health District  
7102 W. Okanogan Place  
Kennewick, WA 99336

Re: 2010-2011/2012 Strategic Financial Plan

Dear Dr. Jecha:

As we are all aware, the State of Washington will continue to have budget shortfalls into 2010. We need the Benton-Franklin Health District to be pro-active and develop a Strategic Financial Plan to enable the Benton-Franklin Health District Board to make the best possible decisions when budget cuts arrive. We will require a Strategic Financial Plan delivered and presented to the Benton-Franklin Health District Board on or before February 24, 2010.

The deliverables within the Strategic Financial Plan should include:

- A minimum 3-level/tier-budget plan for low, medium and high shortfalls;
- The plan should cover the 2010 & 2011/2012 budget years;
- For each level/tier: a revenue report, an expenditure report, a 4-department program chart that identifies revenues, expenditures and staffing by each program, and a revised organizational chart;
- The programs having the least priority for budget cuts should be the mandatory programs, followed by the necessary programs as outlined in your earlier 4-department program charts;
- Within each level/tier, address the reduction in needed rental space and possible scenarios of savings, if any;
- Identify community partners who offer the same programs and possible areas of working together or contracting services.

Benton-Franklin Health District  
December 7, 2009  
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Our goal is to continue to provide as many services to the public with our available resources. A sound Strategic Financial Plan will assist the Benton-Franklin Health District Board to make the best decisions for our citizens.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.  
Chairman

cc: Benton County Commissioners  
Franklin County Commissioners  
Benton County Administration

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# RESOLUTION

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

**IN THE MATTER OF A BLANKET PUBLIC WORKS CONTRACT FOR WATER TREATMENT SERVICES WITH WATER CONDITION OF THE TRI CITIES INC. DBA CULLIGAN FOR BENTON COUNTY FACILITIES, CURRENT EXPENSE FUND 0000-101, SHERIFF CUSTODY DEPARTMENT 120 AND COUNTY FACILITIES DEPARTMENT 110.**

**WHEREAS**, per resolution 08-131, any public works services or materials involving less than \$10,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, Facilities personnel solicits Culligan for various projects as this contractor is very familiar with the county's water treatment equipment; and

**WHEREAS**, the Facilities Manager recommends a blanket service agreement with Culligan, Kennewick, WA to be put in place for "as needed" water treatment services and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than \$8,000; and

**WHEREAS**, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

**WHEREAS**, the prices for said services is in accordance to the agreement and Culligan's price rate attached hereto for an accumulative contract amount not to exceed \$8,000; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Culligan the blanket service agreement for "as needed" water treatment services throughout Benton County facilities.

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the public works contract attached hereto.

**BE IT FURTHER RESOLVED** the term of the attached contract commences on January 1, 2010 and expires on December 31, 2010. Price adjustments to this contract will only be approved with an amendment to the attached contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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 Water Conditioning of the Tri-Cities, Inc, a Washington corporation doing business as Culligan, with its principal offices at 1001 W. Columbia Dr., Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents

- a. Terms and Conditions
- b. Exhibit A - Contractor's Proposal
- c. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2010 and shall expire on December 31, 2010. Price adjustments of this contract will only be effective with an executed amendment to this contract. 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 agrees to provide "as needed" water treatment equipment repair services for all Benton County locations in accordance with the CONTRACTORS 2010 price list proposal attached hereto as Exhibit A. In the event that 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 such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building 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. Individual jobs or work orders for water treatment equipment repair services shall be initiated by the COUNTY representative, or the COUNTY representative's designee, by way of a telephone call. 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 representative, or the COUNTY representative's designee, prior to Contractor leaving the work site.

The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

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.

#### 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:

Lynnette Perry  
1001 W. Columbia Dr.  
Kennewick, WA 99336  
Phone 509-586-1174  
Fax 509-586-7821

b. For COUNTY:

Roy Rogers  
7122 W. Okanogan Pl.  
Kennewick, WA 99336  
Phone 509-222-3710  
Fax 509-736-2708

#### 5. COMPENSATION

The CONTRACTOR shall be paid for water treatment equipment repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed eight thousand

dollars and zero cents (\$8,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the water treatment equipment repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. 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 in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

## 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, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S 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 which are

detailed and supported as described in this article. 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. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2) (a) - (c)."

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

or agents.

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

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

9. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to

the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall further procure and maintain employer's liability insurance that covers up to one million dollars (\$1,000,000) per occurrence for employee injuries or disease.

- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. Other Insurance Provisions:
  - 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
  - 2) The COUNTY, its officers, officials, employees and agents shall be added as additional insured on all required insurance policies, except for any required automobile liability policy.
  - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.

- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of

liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

- 11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Roy Rogers  
7122 W. Okanogan Pl. Bldg A  
Kennewick, WA 99336

- 14) 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.

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

#### 10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after

date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either 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 agreement in order for the CONTRACTOR to be considered for "as needed" projects.

#### 11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

#### 12. 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 shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, 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 contact the 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.

**13. NONDISCRIMINATION**

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

**14. DISPUTES**

Disputes over the CONTRACTOR'S performance will 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. Venue for any such judicial proceeding shall be in Benton County, Washington.

**15. 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.

**16. 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.

**17. NOTICES**

Any notices shall be effective if personally served upon the

other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 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.

**18. 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.

**19. 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.

**20. 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 actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to

the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

21. 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; compliance with laws; litigation hold; and the Public Records Act.

(This space intentionally left blank.)

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

The parties specifically certify that the provisions contained within paragraph 8(b) are mutually negotiated.

BENTON COUNTY

Water Conditioning of the Tri-Cities, Inc dba Culligan

\_\_\_\_\_  
Chairman

Benton County Commissioner

Henriette Perry  
Name

Title: Office Manager

Dated: \_\_\_\_\_

Dated: 11-18-09

Approved as to Form:

[Signature]  
Deputy Prosecuting Attorney

# Exhibit A Culligan®

Water Conditioning Of The Tri-Cities, Inc.  
1001 W. Columbia Dr. Kennewick, WA 99336  
Phone: 509-586-1174 Fax: 509-586-7821 Toll Free: 800-334-7167  
water3@telcvar.com

### QUOTATION AND ORDER FORM

Company Benton County Justice Center Culligan Dealer Water Conditioning of the Tri-Cities  
Street 7122 W Okaonogan Pl Street 1001 West Columbia Drive  
City, State Kennewick Wa 99338 City, State Kennewick, WA  
Inquiry Date 02-21-08 Quotation Number \_\_\_\_\_

Job Quote on repairing water treatment equipment.

We are pleased to offer the following quotation to meet Customer's specifications and/or requirements:

System "A" \_\_\_\_\_ per service call, not including \_\_\_\_\_ \$  
parts \_\_\_\_\_ 200.00 + tax  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

The following is offered as an alternative to System "A"

System "B" \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Proposal Includes: Lease  Rental  Service Contract  Equipment Sales

Equipment described above  Specifications enclosed

Prices are firm for \_\_\_\_\_ days. Any increase in manufacturer's price will be added to this quotation before acceptance of order.

Prices F.O.B./F.A.S. \_\_\_\_\_ Shipping point \_\_\_\_\_

Shipping weight \_\_\_\_\_ Volume \_\_\_\_\_ Estimated frt. cost \$ \_\_\_\_\_

Est. export crating cost \$ \_\_\_\_\_ Payment Terms \_\_\_\_\_ Estimated delivery date \_\_\_\_\_

THIS QUOTATION SUBJECT TO THE ADDITIONAL CONDITIONS ON THE REVERSE SIDE.

| APPROVED and ACCEPTED      |   |
|----------------------------|---|
| Company name _____         | Lynnette Perry<br>Name of Culligan Representative             |
| Authorized Signature _____ | <i>Lynnette Perry</i><br>Signature of Culligan Representative |
| Title _____                | <u>2-21-08</u><br>Date  |
| Purchase order no. _____   | Date _____  |

RESIDENTIAL, COMMERCIAL, INDUSTRIAL WATER TREATMENT PRODUCTS AND SERVICES  
CULLIGAN DEALERSHIPS ARE INDEPENDENTLY OWNED AND OPERATED

f

# RESOLUTION

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

**IN THE MATTER OF GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES PROVIDED TO WEST RICHLAND**

**WHEREAS**, the Benton County Geographic Information Systems (GIS) Department possesses the staff and resources to provide GIS services, such as digital data conversion and data creation; and

**WHEREAS**, the City of West Richland has agreed to pay the Benton County GIS Department to update their digital base mapping features covering the City Limits of West Richland and to provide additional GIS services, such as training and analysis; and

**WHEREAS**, the resultant digital base mapping data will benefit both Benton County and the City of West Richland; and

**WHEREAS**, a contract has been prepared for the services necessary to update the City of West Richland's base mapping layers and to provide additional GIS support, as specified in the Interlocal Agreement for GIS Services; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners that the agreement for GIS services between Benton County and the City of West Richland is hereby approved, and that the Chairman is authorized to sign said agreement.

Dated this 7<sup>th</sup> day of December, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

## INTERLOCAL AGREEMENT FOR GIS SERVICES

THIS AGREEMENT, is entered into by BENTON COUNTY, hereinafter referred to as "BENTON, and the CITY OF WEST RICHLAND, whose address is 3801 West Van Giesen Street, West Richland, WA 99353, hereinafter referred to as "WEST RICHLAND."

WHEREAS, WEST RICHLAND is desirous of establishing an agreement with BENTON for certain technical assistance; and,

WHEREAS, BENTON possesses the technical planning staff and resources with the necessary expertise to provide the required services;

WHEREAS, the parties desire to enter into this agreement as authorized by the Interlocal Cooperation Act, RCW 39.34 et seq.

WHEREAS, no separate entity will be created pursuant to this agreement.

NOW THEREFORE, the parties do mutually agree as follows:

### I. GENERAL PROJECT DESCRIPTION

Scope of Services. Services performed under this agreement are described in Attachment "A".

### II. COMPENSATION AND METHOD OF PAYMENT

- 2.1 The amount of compensation and reimbursement to be paid by WEST RICHLAND under this agreement is described in Attachment "B".
- 2.2 Agents, employees, servants, or representatives of either party shall not be deemed to be employees, agents, servants, or representatives of the other party for any purpose as a result of this agreement. Each party shall assume full responsibility for payments of federal, state and local employment taxes or contributions for its employees.
- 2.3 BENTON will deliver products as described in Attachment "A" as each requested service is completed. WEST RICHLAND shall have 30 working days from receipt of each set of deliverables to deliver written notice to BENTON if the product is unacceptable. Each set of deliverables shall be deemed satisfactory and compliant with the terms of this Agreement if timely notice to the contrary is not received by BENTON. Upon full payment of all amounts owed hereunder, the requested GIS products shall be owned by WEST RICHLAND.

### III. TERM

- 3.1 The services to be provided by BENTON pursuant to this contract shall commence January 1, 2010 and shall continue in effect until December 31, 2010.
- 3.2 Termination for Convenience. Either WEST RICHLAND or BENTON may effect termination of this agreement upon thirty (30) days written notice of either party to the other party. If the agreement is terminated, WEST RICHLAND will compensate BENTON as provided herein for all services performed.

#### IV. PRIOR AGREEMENTS AND AMENDMENTS

This document constitutes the entire agreement between the parties and supersedes all previous communications, representations, understandings, and agreements whether verbal or written with respect to the subject matter herein. No agreement or understanding varying or extending the terms hereof will be binding on either party unless written and duly executed by each party.

#### V. VENUE AND JURISDICTION

The terms and conditions of this agreement shall be interpreted under the laws of the State of Washington and any lawsuit brought to enforce this agreement shall be brought in Benton County Superior Court.

#### VI. INDEMNIFICATION

WEST RICHLAND agrees to defend, indemnify and hold harmless BENTON and all of its officers, agents and employees, from and against all claims and all costs related thereto, including attorneys fees, resulting from or arising out of the services performed under this agreement, whether such claims arise from the acts, errors, or omissions of BENTON or anyone employed by it; provided, however, that WEST RICHLAND'S duty under this provision does not extend to claims to the extent they arise from the intentional misconduct of BENTON or its officials or employees. WEST RICHLAND waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This Section of the agreement shall survive the termination of the agreement.

#### VII. NONDISCRIMINATION

Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable federal, state, or county law or regulation. In the event either party violates this provision, the other may terminate this agreement immediately.

In witness whereof, the parties hereto have caused this agreement to be executed by their respective officers.

**CITY OF WEST RICHLAND**

\_\_\_\_\_  
Mayor, City of West Richland

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

Approved as to form:

\_\_\_\_\_  
City Attorney

**BENTON COUNTY**

Board of Benton County Commissioners

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

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

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

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

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

Attest:

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

## ATTACHMENT A SCOPE OF WORK

BENTON shall provide the following services on an ongoing basis:

BENTON shall update WEST RICHLAND's digital parcel base as changes occur or adjustments are needed, in both AutoCAD and GeoMedia geographic information data formats. Such updates will consist of:

1. Digitizing new parcel boundaries or boundary line adjustments.
2. Adjusting parcel boundaries when deemed necessary for boundary matching.
3. Adding unique parcel identification numbers to newly created parcel features.
4. At least quarterly, updating the parcel features' assessment attribution by performing, in GeoMedia, a database join between the labeled spatial parcel boundaries and the county's assessment data.

Items (1), (2) and (3) above shall be performed after WEST RICHLAND notifies BENTON that WEST RICHLAND has approved a new Short Plat, Long Plat or Boundary Line Adjustment. BENTON is not obligated to commence Items (1), (2) and (3) with respect to a particular Short Plat, Long Plat or Boundary Line Adjustment until after such has been processed by the Benton County Assessor's Office.

Digital parcel base data updates will be provided via email and/or CD (depending upon the size of the file) as each area (Short Plat, Plat or Boundary Line Adjustment) is processed.

BENTON shall also provide the following services per written requests from WEST RICHLAND:

- Training in the use of GeoMedia geographic information systems software, specifically with regards to utilizing WEST RICHLAND's geographic base data
- Data conversion from existing data sources to GeoMedia and/or AutoCAD geographic information data format
- Spatial analysis
- Custom Mapping
- Web Mapping site construction and maintenance, utilizing GeoMedia WebMap Professional web mapping software

## ATTACHMENT B COMPENSATION

Services will be charged on an hourly basis, according to the following rate schedule:

- \$28.26 for:
  - General mapping requests
  - Simple data conversion
  - Variance reports
- \$39.52 for:
  - Parcel base updates and property boundary research
  - Basic spatial analysis
- \$53.74 for:
  - Training
  - Web Mapping site construction and maintenance
  - Advanced spatial analysis

Whether a spatial analysis request is considered basic or advanced is solely with the discretion of BENTON.

At the conclusion of each calendar month following execution of the Agreement, BENTON shall submit an invoice to WEST RICHLAND for services rendered and WEST RICHLAND shall pay the specified amount.

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# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE HOMELESS HOUSING AND ASSISTANCE FUND, FUND NUMBER 0154-101**

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: . . . . .  
Clerk of the Board

cc: Commissioners, Human Services; Auditor; file

Ransom





# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TERMINATING ATTORNEY BRIAN J ANDERSON'S DISTRICT COURT INDIGENT DEFENSE CONTRACT, BCDC0810BJA002, AT HIS REQUEST

**WHEREAS**, attorney Brian J Anderson ("Attorney") currently has a contract with Benton County to provide indigent defense services in Benton County District Court;

**WHEREAS**, Attorney has elected to exercise the provision in his contract allowing him to terminate the contract for no cause upon 90 days written notice and has, accordingly, provided Benton County with notice of such in a writing dated October 7, 2009;

**WHEREAS**, according to the terms of the contract Attorney should be compensated until January 7, 2010, should not receive any further case appointments as of December 7, 2009 and should continue to have responsibility for his open case load until February 7, 2010;

**WHEREAS**, Benton County has found suitable replacements for Attorney able to commence work by December 1, 2009 and Attorney has expressed his willingness to forego compensation from December 1, 2009 until January 7, 2010 in return for being able to transfer his caseload to these suitable replacements immediately effective December 1, 2009;

**WHEREAS**, it is in Benton County's best interests to accept Attorney's offer to forego compensation for the period from December 1, 2009 until January 7, 2010;

**NOW THEREFORE**,

**BE IT RESOLVED**, that attorney Brian J Anderson's contract to provide indigent defense services in Benton County District Court, with an assigned identifier of BCDC0810BJA002, is hereby irrevocably terminated with an effective date and time of November 30, 2009 at midnight PST, and all rights and duties associated with the contract, including right of Attorney to compensation, but with the exception of the duty to cooperate in transferring his caseload to replacement attorneys, shall cease at the same time.

**BE IT FURTHER RESOLVED**, that the attached Amendment, memorializing and implementing the intent of this Resolution and the intent of the parties, be executed as presented.

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

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

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners, Benton County  
Washington

Attest: .....  
Clerk of the Board

**Amendment to Professional Services Agreement  
#BCDC0810BJA002**

**Between**

**Benton County and Brian J. Anderson  
To Provide Legal Representation to Indigent Persons  
In Benton County District Court**

**WHEREAS** Benton County ("County") and attorney Brian J Anderson ("Attorney") have an existing agreement, designated #BCDC0810BJA002 ("Underlying Agreement") whereby Attorney provides indigent defense services in Benton County District Court for compensation;

**WHEREAS** Attorney has decided to utilize the provision afforded him by section 17(c) of Underlying Agreement whereby he can terminate such agreement for no reason with 90 days written notice and has provided written notice dated October 7, 2009 of this intent;

**WHEREAS** based on the timing of the notice, Underlying Agreement requires that Attorney continue to receive compensation until January 7, 2010, that he receive no further case appointments as of December 7, 2009, and that he continue have responsibility for unresolved cases until February 7, 2010;

**WHEREAS** it has become in the mutual best interests of the parties for Attorney to forego his compensation for the period of time starting December 1, 2009 until January 7, 2010 in return for the ability to transfer his entire caseload of unresolved cases to another contract attorney on or about December 1, 2009 with no further responsibility for such caseload;

**THEREFORE** the Underlying Agreement shall be amended as follows:

"Notwithstanding any provision to the contrary, upon written request from Attorney, Agreement may be terminated effective at midnight, PST, November 30, 2009, with all rights and obligations of either party, including, but not limited to Attorney's right to receive any compensation, ceasing effective that date and time with the exception of any rights or obligations within the Agreement specifically described as surviving the termination or expiration of the Agreement, and with the exception of Attorney's continuing obligation to cooperate in any reasonable manner in transferring his caseload to any attorneys designated by County in fulfillment of this Amendment."

In the event of any conflict between the terms and provisions of this Amendment and either the terms and provisions of the Underlying Agreement or that of any previous Amendments thereto, the terms and provisions of this Amendment shall control.

This amendment shall be designated with the following identifier: BCDC0810BJA002A1

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

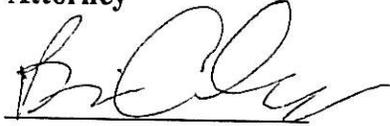
Date: \_\_\_\_\_

Date: 11/30/09

**Benton County**

**Attorney**

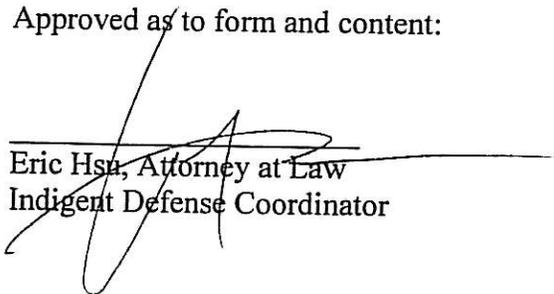
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form and content:

  
Eric Hsu, Attorney at Law  
Indigent Defense Coordinator

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING HOLIDAYS IN 2010 AND HOURS FOR THE TRANSACTION OF BUSINESS

WHEREAS, R.C.W. 36.16.100 authorizes the Board of Benton County Commissioners, by resolution, to prescribe the days and hours that all County offices shall be kept open for the transaction of business; NOW, THEREFORE,

BE IT RESOLVED:

- The following shall be paid legal holidays in 2010 for Benton County employees eligible for paid holidays unless said employee's holidays are established by bargaining unit contracts, in which case, the applicable bargaining contract shall be the determining document or said employee's office is directed by law to function on the designated holiday, in which case, the office's Elected Official shall select an alternate, in lieu of, day for the employee. In the event of a conflict between bargaining contract and law, the applicable law shall be the determining document:

|                             |                      |
|-----------------------------|----------------------|
| New Year's Day              | January 1, 2010      |
| Martin Luther King, Jr. Day | January 18, 2010     |
| Presidents' Day             | February 15, 2010    |
| Memorial Day                | May 31, 2010         |
| Independence Day            | July 5, 2010         |
| Labor Day                   | September 6, 2010    |
| Veteran's Day               | November 11, 2010    |
| Thanksgiving Days           | November 25-26, 2010 |
| Christmas Days              | December 23-24, 2010 |
| New Years Day               | December 31, 2010    |

- Except as provided by law, all Benton County offices shall stay closed all day during Saturdays, Sundays, and legal holidays in 2010.
- All Benton County offices shall, unless otherwise provided by law, remain open for the transaction of business with the public at least seven hours each business day. Each Elected Official and appointed department manager shall hereby determine hours of public opening for their respective offices and departments. Such hours shall be filed with the Board and posted in conspicuous public locations.

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

K

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING TOILET PAPER PURCHASE FROM COLUMBIA BASIN PAPER & SUPPLY FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND 0000-101, SHERIFF CUSTODY DEPARTMENT 120

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the County secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for toilet paper; and

- Columbia Basin Paper & Supply, Pasco, WA (\$0.0018 per foot not including sales tax)
- Crown Paper & Janitorial Inc., Walla Walla, WA (\$0.0019 per foot not including sales tax)
- Office Depot, Boca Raton, FL (\$0.0022 per foot not including sales tax)
- West Coast Paper, Kennewick, WA (\$0.0018 per foot not including sales tax)

WHEREAS, Columbia Basin Paper & Supply and West Coast Paper have the same cost per foot; and

WHEREAS, Benton County has ordered supplies from Columbia Basin Paper & Supply in the past and have been pleased with their service; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing toilet paper from Columbia Basin Paper & Supply for the Sheriff's Office; **NOW THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes the toilet paper purchase from Columbia Basin Paper & Supply in the amount of \$24,773.63 including WSST with a total amount payable not to exceed \$24,900 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office  
cc: Auditor, Purchase file

Prepared by: K Mercer



## COLUMBIA BASIN PAPER & SUPPLY

515 West Columbia Street  
Pasco, Washington 99301

Phone: (509) 547-3141  
Fax: (509) 547-2132

**Quota for:** Benton County Jail

**Date:** 1 December 2009

**Address:** 7122 W. Okanogan – Bldg. B

**Attention:** Gates

**Phone #:** 222-3794

**Fax #:** 222-3799 / 736-3054

| Description  | Qty.                      | Price  |
|--|---------------------------|--|
| #GEN Value 2-Ply500<br>96rls / cs - 500 sheets - 4.2 x 3.8 | 750 cs<br>(25cs / pallet) | \$30.50 cs<br><u>+\$2.53 tax</u><br>\$33.03 cs<br><br>\$22,875.00<br><u>+\$1,898.63 tax</u><br>\$24,773.63 |

Carrie – Here is pricing for your request for toilet tissue. Pricing listed is delivered price to the above location. If you have any questions, please don't hesitate to call. Thanks!

Janis & Regan Hastings  
Columbia Basin Paper & Supply



Paper and Janitorial Supply, Inc.

WALTER F. NELSON, CO.

BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

12-01-09

Carric,

The revised toilet tissue quote is as follows:

723 cases of 96 rolls per case 500 sheets per roll 2 ply toilet tissue 'Value Choice'  
\$31.88 per case = \$23,049.24 with 8.3% sales tax the total is \$24,962.33.

There will not be a shipping charge on this order.

Please note; this quote expires in 30 days.

Thank you,

David Florea  
Crown Paper

# Office DEPOT.

*Taking Care of Business*

6600 N Military Trail Boca Raton, FL 33496 Fax: 319-538-0117

**Company Name:** Benton County Jail  
**Contact:** Officer Carrie Gates  
**Account Number:** 30719854

**Item Number:** NA  
**Quantity:** 836 Cases  
**Item Description:** GREEN SOURCE STD BATH TISSUE 2-PLY 4X3.75 400-SHEET 96/CS  
**Unit Price:** \$27.59  
**Total:** \$24,979.65

# Price Quote



**WestCoastPaper**

Quote # 200911231449

Description Benton County Court

CARRIE GATE  
BENTON COUNTY JAIL  
KENNEWICK, WA.  
CARRIE.GATE@CO.BENTON.WA.US  
(509) 222-3794

BARRY BUSH  
WEST COAST PAPER  
5115 W BRINKLEY ROAD #A  
KENNEWICK, WA 99337  
(509) 460-1051

| Item #   | Description  | Price | Prc<br>UOM |
|----------|--|-------|------------|
| SW007TT2 | 007TT2 STANDARD ROLL 2PLY BATH<br>TISSUE 4.4X3.5 80RL/550SH/CS | 29.25 | CS         |

Quoted prices are effective for 30 days as of 11/24/2009

## BENTON COUNTY AGENDA ITEM

|                                    |                       |              |                                  |
|------------------------------------|-----------------------|--------------|----------------------------------|
| AGENDA ITEM: _____                 | <b>Type of Action</b> |              |                                  |
| MEETING DATE: 12/07/09             | Execute Contract      | _____        | CONSENT AGENDA <u>  X  </u>      |
| SUBJECT: <u>Line Item Transfer</u> | Pass Resolution       | <u>  X  </u> | PUBLIC HEARING _____             |
| _____                              | Pass Ordinance        | _____        | 1 <sup>ST</sup> DISCUSSION _____ |
| _____                              | Pass Motion           | _____        | 2 <sup>ND</sup> DISCUSSION _____ |
| Prepared By: <u>Pat Austin</u>     | Other                 | _____        | OTHER _____                      |
| Reviewed By: <u>L. Smith-Kelty</u> | Approve for Hearing   | _____        | _____                            |

### BACKGROUND INFORMATION

The Superior Court requests a line item transfer from the "Court Reporter Services" line item No. 0000101.123.00000.512.210.4175 in the amount of \$8,000 to "Part-Time Office Help" line item No. 0000101.123.00000.512.210.1489; and a line item transfer from "Computer Purchase Software" line item No. 0000101.123.00000.512.210.9402 in the amount of \$30,000 to "Professional Services" line item No. 0000101.123.00000.512.219.4103; and a line item transfer from "Fenced Item Contingency" line item No. 0000101.115.00000.519.900.4931 in the amount of \$20,000 to "Professional Services" line item No. 0000101.123.00000.512.219.4103.

### SUMMARY

Line item transfers:

AMOUNT: \$8,000

FROM: 0000101.123.00000.512.210.4175 (Court Reporter Services)

TO: 0000101.123.00000.512.210.1489 (Part-time Office Help)

AMOUNT: \$30,000

FROM: 0000101.123.00000.512.210.9402 (Computer Purchases Software)

TO: 0000101.123.00000.512.219.4103 (Professional Services)

AMOUNT: \$20,000

FROM: 0000101.115.00000.519.900.4931 (Fenced Item Contingency)

TO: 0000101.123.00000.512.219.4103 (Professional Services)

### RECOMMENDATION

Recommend approval.

### FISCAL IMPACT

No impact at this time.

### MOTION

I move to approve Resolution No. \_\_\_\_\_ authorizing line item transfers in the amount of \$58,000.00 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: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 123 AND DEPARTMENT NUMBER 115 TO THE SUPERIOR COURT BUDGET.**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Cc: Auditor, file; Superior Court Administration

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Superior Court

Dept Nbr: 123

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 123/Dept 115

TRANSFER TO: Dept 123

| BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME           | AMOUNT   | BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME        | AMOUNT   |
|-----------------------|------------------------|--------------------------|----------|-----------------------|------------------------|-----------------------|----------|
| 512.210               | 4175                   | Court Reporter Services  | \$8,000  | 512.210               | 1489                   | Part-Time Office Help | \$8,000  |
| 512.210               | 9402                   | Computer Purch. Software | \$30,000 | 512.219               | 4103                   | Professional Services | 30,000   |
| 519.900               | 4931                   | Fenced Item Contingency  | \$20,000 | 512.219               | 4103                   | Professional Services | 20,000   |
|                       |                        |                          |          |                       |                        |                       |          |
|                       |                        |                          |          |                       |                        |                       |          |
|                       |                        |                          |          |                       |                        |                       |          |
|                       |                        |                          |          |                       |                        |                       |          |
|                       |                        |                          |          |                       |                        |                       |          |
|                       |                        |                          |          |                       |                        |                       |          |
|                       |                        |                          |          |                       |                        |                       |          |
| TOTAL                 |                        |                          | \$58,000 | TOTAL                 |                        |                       | \$58,000 |

Explanation:

- Request to move funds from "Court Reporter Services" to "Part-Time Office Help".  
(This will not adversely impact the bi-county salaries/benefits resolution for 2009. Both line items are contained in that resolution)
- Request to move \$30,000 from "Computer Purchases Software" to "Professional Services". The court will not be purchasing software this year as anticipated and would like to apply these funds to professional services due to extraordinary and unanticipated expenses in the area of interpreters and civil commitment sexual predator case costs. A portion of both interpreter and SVP case costs are recuperated and have exceeded the anticipated revenue for 2009 to assist in the costs incurred by the county.

Prepared by: Patricia Austin, Superior Court Administrator

Date: 01-Dec-2009

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

9:05

|  |  |   |
|--|--|---|
| <b>AGENDA ITEM</b><br><b>MTG.DATE:</b> December 7, 2009<br><b>SUBJECT:</b> Fee schedule revisions for the Benton County Building Department<br><b>MEMO DATE:</b> November 17, 2009<br>Prepared By: Shari Ginther<br>Reviewed By: Steve Brown | <b><u>TYPE OF ACTION NEEDED</u></b><br>Execute Contract<br>Pass Resolution X<br>Pass Ordinance<br>Pass Motion X<br>Other | Consent Agenda<br>Public Meeting X<br>1st Discussion<br>2nd Discussion<br>Other |
|--|--|---|

### **BACKGROUND INFORMATION**

On December 8, 2008, building permit fees were increased. As a result, fees were 10% lower than the following jurisdictions: Franklin County, Klickitat County, Walla Walla County, City of Pasco, City of Richland, and City of West Richland. All with the exception of Walla Walla County are funded by their respective counties or cities general funds.

Unfortunately, the Benton County Building Department is still currently running a deficit and will need additional funds if permit activity trends continue at 2008 and 2009 levels.

By eliminating the current processing fee and raising permit fees the additional 10% as listed per the current International Code Councils Building Valuation Safety Journal (BVD), we would be in line with the above noted jurisdictions. Attached is the permit fee square footage schedule. Additionally, combined with the following, this would help to generate positive cash flow for 2010.

Additional savings and/or proposed increases for 2010 are as follows:

Elimination of Munis software maintenance contract - \$47,000  
Retirement of Building Inspector II at end of May 2010 - \$45,000

Swimming Pool fees: Above-ground - \$150, In-ground - \$250  
Factory Assembled Structure/Mobile Home fees: Single - \$300, Double - \$400, Triple - \$500  
Factory Assembled Structure/Mobile Home Park Annual fee: \$200

(The proposed fees when combined with the 10% fee increase are in line as averaged with the above noted cities and counties and would generate an additional estimated \$60,000 in revenue.)

On Monday, September 21, 2009, the Building Manager met with Jeff Losey from the Home Builders Association of Tri-Cities. As a result of the meeting and subsequent correspondence, he indicated that they had no objections to the proposed increase. This was based on the understanding that if revenues increase substantially over the next several years, fees would be reduced to that required of basic services.

It is understood that if such increases are approved for January 1, 2010, they will be subject to review in 6 months. If progress is not noted, further adjustments and/or reductions may be necessary.

### **SUMMARY**

A public meeting has been set for 9:05 a.m. on December 7, 2009, to discuss the Benton County Building Department implementing a 10% increase, with specific increases as noted above to the permit fee schedule that was last revised December 8, 2008.

### **RECOMMENDATION**

The recommendation of the Benton County Building Department is to have the Board receive comments on the proposed fee schedule implementing the permit fee increase. Staff recommends approval of the fee schedule as proposed by the Building Department to be effective on January 1, 2010.

### **FISCAL IMPACT**

The fiscal impact to the County would be an increase in revenue due to the proposed fee schedule.

### **MOTION**

At the conclusion of the public meeting the Board will need to pass a motion approving the fee schedule regarding the implementation of the permit fee increase as proposed by the Building Department or as revised by the Board to begin January 1, 2010.

ATTACHMENTS: Building Department Fee Schedule – Exhibit “A” (Proposed)  
Building Department Fee Schedule – Exhibit “A” (Existing)

**EXHIBIT "A"**  
**(PROPOSED)**

**BUILDING AND FAS PERMIT FEE SCHEDULE**

AS AUTHORIZED BY RESOLUTION OF THE BENTON COUNTY COMMISSIONERS

**BUILDING PERMIT FEE SCHEDULE:** Section 108.2, & 3 of the 2006 International Building Code (IBC) Valuation is based on the 2009 Jan./Feb. Building Valuation Data (BVD) published by The International Code Council (ICC) in the Building Safety Journal.

|  |                            |
|--|----------------------------|
| Plumbing systems:                                | Table 1-1 1997 UPC Amended |
| Mechanical systems:                              | Table 1-A 1997 UMC Amended |
| Address posts:                                   | \$30.00                    |
| H2O Heater:                                      | \$40.00                    |
| Fences:  | \$65.00                    |
| Special Inspection:                              | \$65.00                    |
| Reinspection Fee:                                | \$65.00                    |
| Grading Fee:                                     | Table 33-A & B 1997 UBC    |
| Wood/Pellet/Gas Inserts:                         | \$50.00                    |
| Gas Piping only:                                 | \$40.00                    |
| Fuel/Propane Tank Decomm. /Abandon.              | \$65.00                    |
| Heat Pump:                                       | \$50.00                    |
| A/C:   | \$50.00                    |
| Furnace Gas/Elec:                                | \$50.00                    |
| Swimming pool (In-ground)                        | \$250.00                   |
| Swimming pool (Above ground)                     | \$150.00                   |
| Title Elimination Fee:                           | \$50.00                    |
| City Sewer:                                      | \$60.00                    |
| City Sewer with backflow:                        | \$65.00                    |
| Railroad cars/Shipping Containers:               | \$65.00                    |
| Pre -Fab Sheds Stick/Steel:                      | \$65.00                    |
| Reroofing:                                       | \$100.00                   |
| Demolition fee:                                  | \$50.00                    |
| Commercial application deposit fee:              | \$200.00                   |
| Refundable within permit issuance only.          |                            |
| Not applicable to permit fees less than \$200.00 |                            |

**PERMIT FEES ARE BASED ON THE FOLLOWING VALUATIONS:**

|                                 |                     |
|---------------------------------|---------------------|
| Single Family Dwelling          | \$101.95 per sq.ft. |
| Moved Single Family Dwelling:   | \$ 40.00 per sq.ft. |
| Unheated Bonus Room:            | \$ 30.00 per sq.ft. |
| Heated Basement:                | \$101.95 per sq ft. |
| Unheated Basement:              | \$ 45.00 per sq ft. |
| Addition – Residential:         | \$101.95 per sq.ft. |
| Remodel – Residential:          | \$ 45.00 per sq.ft. |
| Stick Frame Residential Garage: | \$ 39.61 per sq.ft. |

|   |                     |
|---|---------------------|
| Steel Building/Shed with slab and elec.               | \$ 39.61 per sq ft. |
| Steel Building/Shed without slab:                     | \$ 25.00 per sq.ft. |
| Quanset Hut enclosed with slab:                       | \$25.00 per sq ft.  |
| Quanset Hut - open:                                   | \$15.00 per sq.ft.  |
| Concrete Block Residential:                           | \$35.00 per sq.ft.  |
| Pole Building Residential – enclosed 3 or more sides: | \$20.00 per sq.ft.  |
| Pole Building Residential – open:                     | \$15.00 per sq. ft. |
| Decks – covered:                                      | \$20.00 per sq.ft.  |
| Decks – open and 30” or more above grade:             | \$15.00 per sq.ft.  |

**Factory Assembled Structure/Mobile Homes (FAS)**

|   |                 |
|---|-----------------|
| Single Wide:  | \$300.00        |
| Double Wide:  | \$400.00        |
| Triple Wide:  | \$500.00        |
| Each Section over three(3)                                      | \$50.00         |
| <b>Factory Assembled Structure/Mobile Home Park Annual Fee:</b> | <b>\$200.00</b> |

All commercial and industrial permits will be charged a 65% plan review fee. Valuation is based on the 2009 Jan./Feb. Building Valuation Data (BVD) published by the International Code Council (ICC) in the Building Safety Journal. In the event the project is not covered, a contract price shall be provided.

A State Building Code (currently \$4.50) fee will be charged for each permit when required per the most recent RCW adoption. REF.19.27.

Exempted permits from the State Building Code fees are: Excavation and grading, plumbing, mechanical, special inspections and reinspections, FAS and FAS reapplications that do not meet the IBC Standards. Permits issued pursuant to the International Fire Code.

**EXHIBIT "A"**  
**(EXISTING)**

**BUILDING AND FAS PERMIT FEE SCHEDULE**

AS AUTHORIZED BY RESOLUTION OF THE BENTON COUNTY COMMISSIONERS

**BUILDING PERMIT FEE SCHEDULE:** Table 1-A 1997 Uniform Building Code (Valuation is based on 88% of the building valuation data schedule published by the Uniform Building Standards).

|                                     |                         |
|-------------------------------------|-------------------------|
| Plumbing systems:                   | Table 1-1 1997 UPC      |
| Mechanical systems:                 | Table 1-A 1997 UMC      |
| Address posts:                      | \$25.00                 |
| H2O Heater:                         | \$27.00                 |
| Fences:                             | \$51.50                 |
| Special Inspection:                 | \$47.00                 |
| Reinspection Fee:                   | \$47.00                 |
| Grading Fee:                        | Table 33-A & B 1997 UBC |
| Wood or Pellet Stove:               | \$34.00                 |
| Gas Stove Insert:                   | \$34.00                 |
| Gas Piping only:                    | \$25.00                 |
| Fuel Tank Decommission/Abandonment: | \$47.00                 |
| Heat Pump:                          | \$34.00                 |
| A/C:                                | \$34.00                 |
| Furnace Gas/Elec:                   | \$38.00                 |
| Swimming pool (In-ground)           | \$65.00                 |
| Swimming pool (Above ground)        | \$35.00                 |
| Title Elimination Fee:              | \$50.00                 |
| City Sewer:                         | \$35.00                 |
| City Sewer with backflow:           | \$42.00                 |
| Railroad cars/Shipping Containers:  | \$47.00                 |
| Pre -Fab Sheds Stick/Steel:         | \$47.00                 |
| Propane Tank Installed/Abandonment: | \$47.00                 |
| Reroofing:                          | \$47.00                 |
| Demolition fee:                     | \$ 4.50                 |

**PERMIT FEES ARE BASED ON THE FOLLOWING VALUATIONS:**

|  |                    |
|--|--------------------|
| Single Family Dwelling (up to and including 2500 sq.ft.) | \$58.00 per sq.ft. |
| Single Family Dwelling (2501 sq.ft. or more)             | \$80.00 per sq.ft. |
| Moved Single Family Dwelling:                            | \$29.00 per sq.ft. |
| Unheated Bonus Room:                                     | \$21.00 per sq.ft. |
| Heated Basement:   | \$58.00 per sq ft. |
| Unheated Basement:                                       | \$29.00 per sq ft. |
| Addition – Residential:                                  | \$58.00 per sq.ft. |
| Remodel – Residential:                                   | \$29.00 per sq.ft. |
| Stick Frame Residential Garage:                          | \$21.00 per sq.ft. |
| Steel Building/Shed with slab and elec.                  | \$21.00 per sq ft. |

|   |                     |
|---|---------------------|
| Steel Building/Shed without slab:                     | \$13.00 per sq.ft.  |
| Quanset Hut enclosed with slab:                       | \$18.50 per sq ft.  |
| Quanset Hut - open:                                   | \$11.00 per sq.ft.  |
| Concrete Block Residential:                           | \$23.50 per sq.ft.  |
| Pole Building Residential – enclosed 3 or more sides: | \$12.50 per sq.ft.  |
| Pole Building Residential – open:                     | \$11.00 per sq. ft. |
| Decks – covered:                                      | \$12.50 per sq.ft.  |
| Decks – open and 30” or more above grade:             | \$11.00 per sq.ft.  |

**Factory Assembled Structure/Mobile Homes (FAS)**

|                            |          |
|----------------------------|----------|
| Single Wide:               | \$187.50 |
| Double Wide:               | \$250.00 |
| Triple Wide:               | \$312.50 |
| Each Section over three(3) | \$50.00  |

All permits will be charged a 25% processing fee.

All commercial and industrial permits will be charged a 65% plan review fee plus a 25% processing fee. Valuation is based on 88% of the Building Valuation Data Schedule published by the 1997 Uniform Building Standards. In the event the project is not covered, a contract bid shall be provided.

A State Building Code (currently \$4.50) fee will be charged for each permit when required per the most recent RCW adoption. REF.19.27.

Exempted permits from the State Building Code fees are: Excavation and grading, plumbing, mechanical, special inspections and reinspections, FAS and FAS reapplications that do not meet the IBC Standards. Permits issued pursuant to the International Fire Code.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF ADOPTING THE FEE SCHEDULE FOR THE BENTON COUNTY BUILDING DEPARTMENT:**

**WHEREAS**, the Board of County Commissioners did discuss the proposed Building Department fee schedule at a public meeting on Monday, December 7, 2009, at 9:05 a.m. at the Commissioners' Meeting Room, Third Floor, Courthouse, Prosser, Washington; and,

**WHEREAS**, at said meeting all comments received from the public with reference to the proposed fee schedule were considered by the Board of County Commissioners; and,

**WHEREAS**, following discussion with the Building Department staff and the Home Builders Association representatives; the Board of County Commissioners found that it would be in the public's interest to adopt the fee schedule for the Building Department; **NOW, THEREFORE**,

**BE IT RESOLVED** that the fee schedule for the Building Department, attached hereto as Exhibit "A" is adopted as the fee schedule for the Benton County Building Department and shall become effective on January 1, 2010.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

Steve Brown/slg

cc: BUILDING DEPARTMENT

## EXHIBIT "A"

### BUILDING AND FAS PERMIT FEE SCHEDULE

AS AUTHORIZED BY RESOLUTION OF THE BENTON COUNTY COMMISSIONERS

**BUILDING PERMIT FEE SCHEDULE:** Section 108.2, & 3 of the 2006 International Building Code (IBC) Valuation is based on the 2009 Jan./Feb. Building Valuation Data (BVD) published by The International Code Council (ICC) in the Building Safety Journal.

|  |                            |
|--|----------------------------|
| Plumbing systems:                                | Table 1-1 1997 UPC Amended |
| Mechanical systems:                              | Table 1-A 1997 UMC Amended |
| Address posts:                                   | \$30.00                    |
| H2O Heater:                                      | \$40.00                    |
| Fences:  | \$65.00                    |
| Special Inspection:                              | \$65.00                    |
| Reinspection Fee:                                | \$65.00                    |
| Grading Fee:                                     | Table 33-A & B 1997 UBC    |
| Wood/Pellet/Gas Inserts:                         | \$50.00                    |
| Gas Piping only:                                 | \$40.00                    |
| Fuel/Propane Tank Decomm. /Abandon.              | \$65.00                    |
| Heat Pump:                                       | \$50.00                    |
| A/C:   | \$50.00                    |
| Furnace Gas/Elec:                                | \$50.00                    |
| Swimming pool (In-ground)                        | \$250.00                   |
| Swimming pool (Above ground)                     | \$150.00                   |
| Title Elimination Fee:                           | \$50.00                    |
| City Sewer:                                      | \$60.00                    |
| City Sewer with backflow:                        | \$65.00                    |
| Railroad cars/Shipping Containers:               | \$65.00                    |
| Pre -Fab Sheds Stick/Steel:                      | \$65.00                    |
| Reroofing:                                       | \$100.00                   |
| Demolition fee:                                  | \$50.00                    |
| Commercial application deposit fee:              | \$200.00                   |
| Refundable within permit issuance only.          |                            |
| Not applicable to permit fees less than \$200.00 |                            |

### PERMIT FEES ARE BASED ON THE FOLLOWING VALUATIONS:

|                                 |                     |
|---------------------------------|---------------------|
| Single Family Dwelling          | \$101.95 per sq.ft. |
| Moved Single Family Dwelling:   | \$ 40.00 per sq.ft. |
| Unheated Bonus Room:            | \$ 30.00 per sq.ft. |
| Heated Basement:                | \$101.95 per sq ft. |
| Unheated Basement:              | \$ 45.00 per sq ft. |
| Addition – Residential:         | \$101.95 per sq.ft. |
| Remodel – Residential:          | \$ 45.00 per sq.ft. |
| Stick Frame Residential Garage: | \$ 39.61 per sq.ft. |

|   |                    |
|---|--------------------|
| Steel Building/Shed with slab and elec.               | \$39.61 per sq ft. |
| Steel Building/Shed without slab:                     | \$25.00 per sq.ft. |
| Quanset Hut enclosed with slab:                       | \$25.00 per sq ft. |
| Quanset Hut - open:                                   | \$15.00 per sq.ft. |
| Concrete Block Residential:                           | \$35.00 per sq.ft. |
| Pole Building Residential – enclosed 3 or more sides: | \$20.00 per sq.ft. |
| Pole Building Residential – open:                     | \$15.00 per sq.ft. |
| Decks – covered:                                      | \$20.00 per sq.ft. |
| Decks – open and 30” or more above grade:             | \$15.00 per sq.ft. |

**Factory Assembled Structure/Mobile Homes (FAS)**

|   |                 |
|---|-----------------|
| Single Wide:  | \$300.00        |
| Double Wide:  | \$400.00        |
| Triple Wide:  | \$500.00        |
| Each Section over three(3)                                      | \$50.00         |
| <b>Factory Assembled Structure/Mobile Home Park Annual Fee:</b> | <b>\$200.00</b> |

All commercial and industrial permits will be charged a 65% plan review fee. Valuation is based on the 2009 Jan./Feb. Building Valuation Data (BVD) published by the International Code Council (ICC) in the Building Safety Journal. In the event the project is not covered, a contract price shall be provided.

A State Building Code (currently \$4.50) fee will be charged for each permit when required per the most recent RCW adoption. REF.19.27.

Exempted permits from the State Building Code fees are: Excavation and grading, plumbing, mechanical, special inspections and reinspections, FAS and FAS reapplications that do not meet the IBC Standards. Permits issued pursuant to the International Fire Code.

**9:15 am**

Executive Session – Pending Litigation

R Brown

9:30 am

Recommendations by GOP Chairman  
For Benton County Auditor

P McBurney