

February 8, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
February 1, 2010, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Financial Analyst Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Bryan Perry, Safety Coordinator; Steve Becken, Sue Schuetze, and Malcolm Bowie, Public Works; DPA Ryan Brown; Susan Walker and Valerie Smith, Planning; Nick Kooiker and Erhiza Rivera, Treasurer's Office; Auditor Brenda Chilton; Sheriff Larry Taylor; Undersheriff Paul Hart; Planning Manager Mike Shuttleworth.

Approval of Minutes

The Minutes of January 20, 2010 were approved.

The Minutes of January 25, 2010 were approved as corrected.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items "a" through "n", and moving item "h" (Red Mountain Interchange) to the 9:15 discussion relating to Red Mountain. Commissioner Bowman seconded and upon vote, the Board approved the following:

Assessor

- a. Line Item Transfer, Fund 0000-101, Dept. 101

Human Services

- b. Agreement, #09-11-MHPIHP-CFCS-00, w/Catholic Family & Child Service of the Tri Cities
- c. Agreement, #09/11-MH-NONPIHP-CFCS-00, w/Catholic Family & Child Service

Juvenile

- d. Contract w/City of Benton City for Graffiti Abatement Program
- e. Amended Contract w/J & J Security for Security and Transportation Services

Office of Public Defense

- f. Contract, #BCSC1012SPS001, w/S Sant for Superior Court Indigent Defense
- g. Contract, #BCDC0910LPS002, w/L Swinney for District Court Indigent Defense

Public Works

- i. 2010 Equipment Rental Rates

Sheriff

- j. Authorization to Purchase Table and Chairs from Norix Group, Inc.
- k. Contract w/City of Olympia for Use of Jail Facilities

Sustainable Development

- l. Letter to Department of Ecology on Lake Roosevelt

Treasurer

- m. Cancellation of Uncollectible Personal Property Taxes

Workforce Development Council

- n. Appointment of C Lee to Represent Public Assistance Agency

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

Public Hearing – City of Richland – Application for Franchise

Sue Schuetz said the City of Richland filed a petition to continue a nonexclusive franchise for a water and sewer distribution system within Benton County road right of way. Ms. Schuetze said that based upon the information received, her office recommended approval.

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

MOTION: Commissioner Bowman moved to approve the City of Richland's petition for franchise, with the listed conditions. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

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

Public Hearing – Plymouth Water District – Application for Franchise

Sue Schuetz said the Plymouth Water District filed a petition for a nonexclusive franchise to continue a water distribution system within Benton County road right of way. Ms. Schuetze indicated that based upon the information received, her office recommended approval.

Additionally, Ms. Schuetze said they did receive phone calls from various people within the district about their rate increase, but it had nothing to do with the franchise request.

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

MOTION: Commissioner Benitz moved to approve Plymouth Water District's petition for franchise, with the listed conditions. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:15 a.m.

Red Mountain Interchange – Economic Impact Study

Ruth Swain, City of W. Richland, briefly discussed the financial return for Benton County and the region if the interchange was built. She said that Red Mountain was prime region for growing grapes and they believed Red Mountain and the wine industry was critical to the area's economic diversity. Additionally, the wine industry was one of the only sectors that continued to have growth.

Jason Robertson, J. Robertson & Company gave a Powerpoint presentation on the Interstate-82 Red Mountain access economic impact analysis. He said this was the numbers part of the vision and the presentation included information on the following:

- Methodology and assumptions - 20 year horizon
- Economic Impact Area
 - (755,000 square feet of development – generating \$107.5 million new capital investment)
 - Breakdown of development
 - Employment, payroll and spending – phased impact
- Impacts Comparison – near term v. extended development scenario
- Tax Benefits – for jurisdictions, construction impact, long-term impact
- Summary – results could be exponentially greater; tremendous ROI for \$4 million interchange

Commissioner Benitz asked about the partners, the costs of infrastructure, and if the grant went through, how much it would obligate the County. Mr. Robertson said the costs of infrastructure could be part of the next phase and/or study.

Ruth Swain, City of W. Richland, indicated that DNR has said they were very willing to participate in development, through land swap and long-term leases of the land. Commissioner Bowman agreed that DNR was still very interested, however, their land was “trust land” and had to be dealt with differently.

Mr. Robertson said he had met with DNR Managers and they were seeking grant money for studies. He said everyone was looking at the big vision and taking the baby steps necessary to get there. He said they were now asking the State to invest the \$24 million for the interchange and saying we would take care of the local roads.

Commissioner Benitz also discussed the expansion of the UGA and his view that the State should participate in the project since it would receive the biggest economic benefit.

Consent Agenda Item "h" – Application for Red Mountain Interchange

Commissioner Bowman said he felt the \$24 million request might be too large and requested the amount be changed to \$5 million with an amended scope. He said that Benton County might stand a better chance of success by requesting a smaller amount to deal with the earlier stages of the funding process.

Commissioner Benitz said if the amount was going to be changed, he wanted to see the impacts and asked if it could be postponed for one week so other partners could weigh in on the process.

Commissioner Bowman said he would be happy to postpone it. Additionally, if the County asked for \$5 million that it would not obligate it for the other \$19 million.

Steve Becken said the application was due by February 12 and he would not be able to get everyone together by that time to discuss the issue.

Chairman Beaver said he was not in favor of Benton County residents paying for another state highway. He said he was in favor of moving forward with some vision, but the County still needed to deal with the daily vision of the one and six-year road programs and he wanted to be very careful about how they obligated the County. He said he was in favor of asking for the \$24 million.

Commissioner Bowman noted they previously asked for the money and got nothing because they asked for too much. He said he believed that Public Works staff could monitor the other projects while working on this project as well. He said this project was in Benton County and it was in Benton County's best interest for these types of projects to happen, even if the County was 7th on the list for benefits. He said he believed that staff could make these minor adjustments to the paperwork and encouraged the Board to reconsider the \$5 million and the scope according to that price.

MOTION: Commissioner Benitz moved to approve the application for the FY 2011 Transportation Request Form for the Red Mountain Interchange as presented in the amount of \$24 million. Chairman Beaver seconded and upon vote, the motion carried with Commissioner Bowman opposing.

The Board briefly recessed, reconvening at 10:12 a.m.

Commissioner Priorities

David Sparks and Loretta Smith Kilty reviewed the 2009 Commissioner Priorities and updated the Board on their status. Mr. Sparks asked the Board how it wanted to proceed for the 2010 year and suggested the economic study for moving the County Seat be included in the 2010 priorities.

Commissioner Bowman said he agreed the economic study should be a major focus so they could define what moving the county seat meant.

Both Commissioners Benitz and Beaver also agreed the economic study should be a priority. The Board agreed to have Mr. Sparks take the individual priorities from each commissioner to combine goals and bring it back for review.

Executive Session – Union Negotiations

The Board went into executive session with DPA Sarah Perry at 10:28 a.m. for approximately 20 minutes to discuss union negotiations. Also present were Ryan Brown, Sheriff Larry Taylor, Undersheriff Paul Hart, Melina Wenner, Loretta Smith Kelty; David Sparks, and Cami McKenzie.

The Board came out of executive session at 9:50 a.m. Mr. Perry stated that no decisions were made.

MOTION: Commissioner Bowman moved to approve the Collective Bargaining Agreements for the Appraisers group and the Facilities/Parks group. Commissioner Benitz seconded and upon vote, the motion carried.

Executive Session – Potential Litigation

The Board went into executive session at 10:53 a.m. with DPA Jonathan Young for approximately 10 minutes to discuss potential litigation. Also present were Melina Wenner, Sheriff Larry Taylor, Undersheriff Paul Hart, Bryan Perry, Lortta Smith Kelty, DPA Ryan Brown, David Sparks, and Cami McKenzie. The Board came out at 10:57 a.m. Mr. Young stated that no action was taken.

Other Business

Legislation

Commissioner Bowman updated the Board on proposed legislative tax increases.

Vouchers

Check Date: 1/29/2010
Warrant #: 943098-943303
Taxes #: 01010110
Total all funds: \$2,098,314.69

Check Date: 1/29/2010
Warrant #: 942952-943097
Taxes #: 01010110
Total all funds: \$580,167.48

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

Claim for Damages

CC 2010-03: Received on February 1, 2010 from Pamela Baugher

Resolutions

- 10-066: Line Item Transfer, Fund 0000-101, Dept. 101
- 10-067: Agreement, #09-11-MHPIHP-CFCS-00, w/Catholic Family & Child Service of the Tri Cities
- 10-068: Agreement, #09/11-MH-NONPIHP-CFCS-00, w/Catholic Family & Child Service
- 10-069: Contract w/City of Benton City for Graffiti Abatement Program
- 10-070: Amended Contract w/J & J Security for Security and Transportation Services
- 10-071: Contract, #BCSC1012SPS001, w/S Sant for Superior Court Indigent Defense
- 10-072: Contract, #BCDC0910LPS002, w/L Swinney for District Court Indigent Defense
- 10-073: 2010 Equipment Rental Rates
- 10-074: Authorization to Purchase Table and Chairs from Norix Group, Inc.
- 10-075: Contract w/City of Olympia for Use of Jail Facilities
- 10-076: Cancellation of Uncollectible Personal Property Taxes
- 10-077: Appointment of C Lee to Represent Public Assistance Agency
- 10-078: Application Letter to Honorable Patty Murray re Red Mountain Interchange
- 10-079: Collective Bargaining Agreement Representing Facilities/Parks
- 10-080: Collective Bargaining Agreement Representing Appraisers

There being no further business before the Board, the meeting adjourned at approximately 11:00 a.m.

Clerk of the Board

Chairman

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

February 8, 2010

The Honorable Maria Cantwell
511 Dirksen
Senate Office Building
Washington, DC 20510

Dear Senator Cantwell:

Benton County would like to confirm our strong support of the City of Kennewick's **transportation improvement** efforts in the **Southridge Medical & Professional Park**. Benton County strongly supports completion of these improvements and the construction of the new Kennewick General Hospital.

This project promotes economic development and diversification for the Cities of Kennewick and Richland, Benton County and the surrounding area. It will improve traffic circulation and accessibility to key commercial and retail properties. The robust growth anticipated in this area will result in significant congestion. Future growth in the region will be limited without this vital improvement to the transportation network.

We strongly support this important regional transportation project that will ensure continued business growth and efficient movement of people and commerce.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

James Beaver
Chairman

cc: Benton County Commissioners
Administration

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

February 8, 2010

The Honorable Patty Murray
173 Russell
Senate Office Building
Washington, DC 20510

Dear Senator Murray:

Benton County would like to confirm our strong support of the City of Kennewick's **transportation improvement** efforts in the **Southridge Medical & Professional Park**. Benton County strongly supports completion of these improvements and the construction of the new Kennewick General Hospital.

This project promotes economic development and diversification for the Cities of Kennewick and Richland, Benton County and the surrounding area. It will improve traffic circulation and accessibility to key commercial and retail properties. The robust growth anticipated in this area will result in significant congestion. Future growth in the region will be limited without this vital improvement to the transportation network.

We strongly support this important regional transportation project that will ensure continued business growth and efficient movement of people and commerce.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

James Beaver
Chairman

cc: Benton County Commissioners
Administration

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

February 8, 2010

The Honorable Doc Hastings
1203 Longworth
House Office Building
Washington, D.C. 20515

Dear Congressman Hastings:

Benton County would like to confirm our strong support of the City of Kennewick's **transportation improvement** efforts in the **Southridge Medical & Professional Park**. Benton County strongly supports completion of these improvements and the construction of the new Kennewick General Hospital.

This project promotes economic development and diversification for the Cities of Kennewick and Richland, Benton County and the surrounding area. It will improve traffic circulation and accessibility to key commercial and retail properties. The robust growth anticipated in this area will result in significant congestion. Future growth in the region will be limited without this vital improvement to the transportation network.

We strongly support this important regional transportation project that will ensure continued business growth and efficient movement of people and commerce.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

James Beaver
Chairman

cc: Benton County Commissioners
Administration

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

February 8, 2010

The Honorable Cathy McMorris-Rodgers
1323 Longworth
House Office Building
Washington, DC 20515

Dear Congresswoman McMorris-Rodgers:

Benton County would like to confirm our strong support of the City of Kennewick's **transportation improvement** efforts in the **Southridge Medical & Professional Park**. Benton County strongly supports completion of these improvements and the construction of the new Kennewick General Hospital.

This project promotes economic development and diversification for the Cities of Kennewick and Richland, Benton County and the surrounding area. It will improve traffic circulation and accessibility to key commercial and retail properties. The robust growth anticipated in this area will result in significant congestion. Future growth in the region will be limited without this vital improvement to the transportation network.

We strongly support this important regional transportation project that will ensure continued business growth and efficient movement of people and commerce.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

James Beaver
Chairman

cc: Benton County Commissioners
Administration

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the Agreement between State of Washington Administrative Office of the Courts and Benton County District Court be approved as presented for the term commencing July 1, 2009 and terminating on June 30, 2010, NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners is hereby authorized to sign, on the behalf of Benton County.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

INTERAGENCY AGREEMENT IAA10219
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
Benton County

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts ("AOC") and Benton County ("Contractor"), a political subdivision of the State of Washington ("County or City") for the purpose of distributing funds for court interpreter expenses to the Benton County District Court.

1. DEFINITIONS

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

- a. "Certified Interpreter" means an interpreter who is certified by the administrative office of the courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/interpreters.
- b. "Registered Interpreter" means an interpreter who has fulfilled the requirements to be registered by the AOC Court Interpreter Program. This includes passing a written exam and an oral proficiency exam. The names and contact information of registered interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/interpreters.
- c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. "Qualifying event" means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>:
 - If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.

- If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
- If the event was interpreted by a qualified sign language interpreter.

2. PURPOSE

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

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

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a. The Court agrees to actively participate in the new vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data (“ISF Data”) reflecting interpreter services and costs. The Court will submit ISF Data representing both qualifying and non-qualifying events.
- b. Electronic data shall be submitted using the online application and instructions found, and incorporated herein by reference, at:
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>
- c. The Contractor will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered and qualified interpreters for qualifying events, and pursuant to the Funding Conditions set forth, and incorporated herein by reference, at:
<https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>
- d. Contractor may elect to pay for interpreter services that are not in accordance with these Funding Conditions; however such payments will not be reimbursed.

- e. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.

4. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2009 through August 31, 2010.

5. COMPENSATION

- a. The Court shall be reimbursed a maximum of \$15,861 for costs incurred during the period of July 1, 2009 – June 30, 2010. No reimbursement shall be made under this Agreement for interpreting occurring subsequent to June 30, 2010.
- b. The Court shall receive payment for its costs for interpreter services as set forth in Section 3c.
- c. The Court shall not be reimbursed until paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
 - 1) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between July 1, 2009 and September 30, 2009, must be received by the AOC no later than November 13, 2009.
 - 2) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between October 1, 2009 and December 31, 2009, must be received by the AOC no later than February 15, 2010.
 - 3) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between January 1, 2010 and March 30, 2010, must be received by the AOC no later than May 14, 2010.
 - 4) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between April 1, 2010 and June 30, 2010, must be received by the AOC no later than August 13, 2010.
- d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Court shall, no more frequently than monthly, submit its paper A-19 invoices to:
 - AOC Financial Services
 - PO Box 41170
 - Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to AOC Court Services as described in paragraph 3b.

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

6. ADDITIONAL INTERPRETER DATA

In addition to collecting and submitting to AOC the required ISF Data in order to support its requests for reimbursement as set forth in Section 3b of this Agreement, the Court agrees to document for AOC the amount the Court spent on interpreter services for calendar years 2005 through 2009, and for the first half of calendar year 2010 (through June 30, 2010).

7. LANGUAGE ASSISTANCE PLAN(S)

As a condition of receiving funding under this Agreement, the Court agrees to implement and maintain an AOC-approved Language Assistance Plan.

8. TREATMENT OF ASSETS AND PROPERTY

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

9. RIGHTS IN DATA

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

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

10. INDEPENDENT CAPACITY

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

11. AGREEMENT ALTERATIONS AND AMENDMENTS

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

12. RECORDS, DOCUMENTS, AND REPORTS

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

13. RIGHT OF INSPECTION

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

14. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority

prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

15. TERMINATION

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

16. GOVERNANCE

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

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

1. Applicable state and federal statutes and rules;
2. This Agreement; and
3. Any other provisions of the agreement, including materials incorporated by reference.

17. ASSIGNMENT

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

18. WAIVER

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

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZATION FOR PAYMENT AND DECLARING AN EMERGENCY FOR THE REPLACEMENT OF THE HVAC CONTROLLER LOCATED AT THE BENTON COUNTY COURTHOUSE

WHEREAS, the control system for the Heating Ventilation and Air Conditioning (HVAC) system at both the Justice Center and the Benton County Courthouse is monitored and controlled through a NCM350 controller, which is viewed through a computer and allows facilities personnel the ability to adjust temperatures, it displays any problems and issues, and monitors the temperature of the water in the HVAC boiler; and

WHEREAS, this control system stopped working and due to the importance of this system, the Facilities Manager and Deputy County Administrator declared it an emergency to move forward to get the system repaired as soon as possible; and

WHEREAS, two proposals were solicited and received from the following: Apollo Sheet Metal, Inc., Kennewick, WA - Contractors License No. APOLLSM187MK in the amount of \$10,369.00 excluding WSST; and Automated Controls, Kirkland, WA - Contractors License No. AUTOMBC984QK in the amount of \$12,475.00 excluding WSST; and

WHEREAS, after reviewing the proposals, the Facilities Manager moved forward with Apollo Sheet Metal, Inc. to provide the installation services to replace the NCM350 controller; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners hereby concurs with the decision made and declares the replacement of the HVAC Controller an emergency and authorizes payment for services rendered to date to Apollo Sheet Metal, Inc.; and

BE IT FURTHER RESOLVED, the Board hereby authorizes personnel to move forward with the appropriate contract documents with Apollo Sheet Metal, Inc. to put on the consent agenda at a later date for the Chairman of the Board to sign.

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

Orig: File - Lisa Small
cc: Auditor; R. Ozuna, Apollo Sheet Metal, Inc.

small

RESOLUTION

d

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT WITH ATTORNEY RICHARD JOHNSTON, DESIGNATED AS BCSC1012RFJ001, TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT.

WHEREAS, Benton County has previously, by resolution, elected to terminate the Benton County Superior Court indigent defense contract of attorney Tonya Corsi;

WHEREAS, with the departure of Tonya Corsi there is a need for an additional attorney to provide indigent defense services in Benton County Superior Court;

WHEREAS, after a comprehensive selection process it was determined that the interests of Benton County would be best served by awarding an indigent defense contract to attorney Richard Johnston;

NOW THEREFORE, BE IT RESOLVED THAT the attached Contract, designated with the identifier: BCSC1012RFJ001, be executed as presented.

Dated this day of, 2010.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
CONTRACTS #BCSC1012RFJ001**

THIS AGREEMENT is entered into by and between RICHARD F. JOHNSTON attorney at law, Washington State Bar Association # 34014 ("Attorney"), 2995 Sonoran Drive, Richland, WA and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2010** and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 2995 Sonoran Dr, Richland, WA 99354. Attorney's current local office telephone is (509) 545-4263; and Attorney's current office/work e-mail address is improvpartners@hotmail.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

RESOLUTION

e

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTING A CONTRACT, #BFSC1011JFB001, WITH ATTORNEY
JAMES F BELL, TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON AND FRANKLIN
COUNTY SUPERIOR COURTS TO PERSONS SUBJECT TO DETENTION PURSUANT TO THE
INVOLUNTARY TREATMENT ACT, RCW CHAPTER 71.05.

WHEREAS, Benton and Franklin Counties ("Counties") are legally obligated to provide indigent defense
services to persons subject to detention pursuant to the Involuntary Treatment Act ("ITA"), RCW Chapter
71.05;

WHEREAS, attorney James F Bell has previously provided these indigent defense services and continues to
provide them to the satisfaction of the Counties;

WHEREAS, it therefore appears to be in the best interests of Benton & Franklin Counties to execute contract
#BFSC1011JFB001 by which attorney James F Bell would continue providing indigent defense services for
ITA cases under substantially the same terms and conditions as previously;

NOW THEREFORE, BE IT RESOLVED THAT the attached Contract, designated with the identifier:
BFSC1011JFB001, be executed as presented.

Dated this day of, 2010.

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

5r

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS SUBJECT TO
INVOLUNTARY COMMITMENT PROCEEDINGS IN BENTON AND
FRANKLIN COUNTIES
CONTRACT #BFSC1011JFB001

THIS AGREEMENT shall be deemed made and effective as of the 1st day of January, 2010, and is entered into by and between JAMES F. BELL, attorney at law, Washington State Bar Association #22258 ("Attorney"); and BENTON COUNTY and FRANKLIN COUNTY, state of Washington political subdivisions (jointly the "Counties") on behalf of BENTON-FRANKLIN HUMAN SERVICES, a bi-county agency of Benton and Franklin Counties ("BFHS").

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

- A. The Counties, as part of their respective duties to the public, are required to provide legal representation for individuals involuntarily committed for treatment of mental illness (RCW 71.05.150 et seq.) or chemical/alcohol dependency (RCW 70.96A.140 et seq.), and who are financially unable to obtain legal counsel.
- B. The Counties, as part of their respective duties to the public, are also required to provide legal representation for individuals in the custody of the Washington State Department of Social and Health Services ("DSHS") by virtue of criminal insanity (RCW 10.77) when such individuals file a request for conditional release and a court hearing results from such a request.
- C. The determination of indigence and appointment of legal counsel to represent indigent individuals subject to involuntary commitment is made by the Benton and Franklin County Superior Court ("Superior Court").
- D. BFHS is responsible for providing mental health care services within the Counties, which includes services related to treatment for mental illness and chemical/alcohol dependency.
- E. Attorney is engaged in the private practice of law, has direct experience in handling and litigating cases involving persons subject to involuntary commitment proceedings, and desires to contract with the Counties and

RESOLUTION

f

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TERMINATING CONTRACT #BCSC0910RJT001 WITH ATTORNEY ROBERT THOMPSON TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT.

WHEREAS, attorney Robert J Thompson, is presently providing contract indigent defense services in Benton County Superior Court pursuant to Contract #BCSC0910RJT001 but has expressed desire to provide such services in Franklin County Superior Court instead;

WHEREAS, attorney Shawn Sant is presently providing contract indigent defense services in Franklin County Superior Court but has expressed desire to provide such services in Benton County Superior Court instead;

WHEREAS, the two attorneys have essentially agreed to assume each other's caseloads in the respective counties and therefore there will be no caseload or fiscal impact as a result of the change and therefore there is no need to insist on adherence to otherwise applicable termination procedures in their respective contracts;

NOW THEREFORE, BE IT RESOLVED THAT, attorney Robert Thompson's present contract to provide indigent defense services in Benton County Superior Court, #BCSC0910RJT001, be terminated effective February 1, 2010 as requested in writing by attorney Robert Thompson.

Dated this day of, 2010.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

**ROBERT J. THOMPSON
ATTORNEY AT LAW**

504 WEST MARGARET
PASCO, WASHINGTON 99301-5209
(509) 547-4011
Fax: (509) 547-0076

January 27, 2010

Mr. Eric Hsu, Coordinator
B-F Office of Public Defense
7122 W. Okanogan Place
Kennewick, WA 99336



RE: Defense Contract

Dear Mr. Hsu:

Please be advised that it is my desire to terminate my relationship with Benton County and move across the river to Franklin County. I do so in order to be closer to my clients as my office is across the street from the Franklin County Courthouse. I believe I would be more effective in providing services to this population group for a variety of reasons. Most notably, given my scheduling conflicts with Monday trial dates in Benton County, it has become clear over the past year that due to the number of cases scheduled for trial and the randomness of whether those trials proceed as scheduled has wrecked havoc on my ability to provide services on Sexually Violent Predator cases in both Benton and Franklin Counties.

When I learned about the opportunity to swap services between Benton and Franklin counties, it just simply made logistic sense.

It is my understanding that the county has the ability, at no additional expense, to have Richard Johnston provide those services and we have already met to make a smooth transition.

If you have any further questions or comments, please do not hesitate to contact this office.

Sincerely,

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

ROBERT J. THOMPSON
Attorney at Law

RJT/sso

AGENDA SUMMARY SHEET

MEETING DATE: February 8, 2010

AGENDA ITEM: Claim CC09-21

SUBJECT:

- Consent Agenda
- Public Hearing
- Discussion
- 1st Discussion
- 2nd Discussion
- Other

TYPE OF ACTION NEEDED:

- Execute Contract
- Pass Resolution
- Pass Ordinance
- Pass Motion
- Other

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE BENTON COUNTY RISK
MANAGER TO SETTLE CLAIM CC09-21**

WHEREAS, the Benton County Risk Manager reviewed the claim and recommends settlement of the claim; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of Commissioners hereby authorizes the settlement for claim C09-21.

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

cc:

h

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: E. R. & R. PURCHASE METAL TRAFFIC SIGNS

WHEREAS, it is the intention of the Board of County Commissioners to purchase metal traffic signs for the E. R. & R. Fund; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a Request for Bids for E. R. & R. Purchase Metal Traffic Signs.

Dated this 8th day of February 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

MJB:NWC:slc

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: SURFACE TRANSPORTATION PROJECT SAFETEA-LU HIGH PRIORITY PROJECT PROGRAM FUNDS FOR THE RED MOUNTAIN INTERCHANGE AND SR 224 CONNECTION PHASE 1

WHEREAS, it is the intention of Board of County Commissioners to develop an interchange off I-82 at Red Mountain and construct a County Road connecting with SR 224; and

WHEREAS, Benton County has received Surface Transportation Project SAFETEA-LU High Priority Project Program funds; and

WHEREAS, Local Agency Agreement Supplement No. 2 has been prepared for this project to transfer \$10,000.00 in federal funds from Consultant to Agency for Preliminary Engineering functions being performed by Agency staff; NOW THEREFORE,

BE IT RESOLVED that the Chairman is hereby authorized to execute said Local Agency Agreement Supplement No. 2.

Dated this 8th day of February, 2010.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

SWB:LJM:dlh



Agency BENTON COUNTY		Supplement Number 2
Federal Aid Project Number HPP-0082(007)	Agreement Number LA 6035	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on 02-27-2006

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description

Name RED MOUNTAIN INTERCHANGE AND SR-224 CONNECTION PHASE 1 Length 1.0 mile

Termini From I-82 Northerly to SR-224

Description of Work No Change

Reason for Supplement

Transferring funds from Consultant to Agency

Does this change require additional Right of Way or Easements? Yes No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
<u>86.5</u> % a. Agency	5,000.00		5,000.00	675.00	4,325.00
b. Other Agency @ 100%	0.00	10,000.00	10,000.00	0.00	10,000.00
c. Other Consultant ratio 100%	293,000.00	-10,000.00	283,000.00	0.00	283,000.00
Federal Aid Participation Ratio for PE d. State	2,000.00		2,000.00	270.00	1,730.00
e. Total PE Cost Estimate (a+b+c+d)	300,000.00		300,000.00	945.00	299,055.00
Right of Way					
f. Agency					
g. Other					
Federal Aid Participation Ratio for RW h. Other					
i. State					
j. Total R/W Cost Estimate (f+g+h+i)					
Construction					
k. Contract					
l. Other					
m. Other					
n. Other					
o. Agency					
Federal Aid Participation Ratio for CN p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)	300,000.00		300,000.00	945.00	299,055.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By _____

By _____

Title CHAIRMAN, BENTON COUNTY COMMISSIONERS

Director of Highways and Local Programs

Date Executed _____

RESOLUTION

j

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND COLUMBIA IRRIGATION DISTRICT FOR THE PURPOSE OF HAVING BENTON COUNTY PROVIDE WORK CREW(S) TO COLUMBIA IRRIGATION DISTRICT

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; and

WHEREAS, Benton County has an Agreement with Columbia Irrigation District for the purpose of having Benton County provide work crew(s) to Columbia Irrigation District for 2009, via Resolution 09-160; and

WHEREAS, the Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to Columbia Irrigation District for the calendar year 2010; **NOW THEREFORE,**

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Agreement for the purpose of having Benton County provide work crew(s) to Columbia Irrigation District and authorizes the Chairman of the Board to sign the attached Agreement between Benton County and Columbia Irrigation District; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences when executed by both parties and expires on December 31, 2010.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**AGREEMENT BETWEEN BENTON COUNTY AND
COLUMBIA IRRIGATION DISTRICT
FOR THE PROVISION OF WORK CREWS**

THIS AGREEMENT is entered into by and between Benton County (hereinafter "County") and Columbia Irrigation District (hereinafter "CID") for the purpose of having Benton County provide work crew(s) to the CID for monetary compensation.

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County;

NOW, THEREFORE:

The parties mutually agree as follows:

1. **Purpose of Agreement:**

The purpose of this agreement is to provide an alternative to incarceration for appropriate for non-violent offenders to reduce the demand for jail facilities and provide useful public services at minimal cost.

2. **Responsibilities of Benton County:**

- a. Benton County, through the Sheriff's Office Bureau of Corrections, will provide transportation and supervision for all work crews unless otherwise agreed by the CID and the County.
- b. Inmates must meet requirements established by the County to be eligible for work crews. One requirement is that the sentencing judge or court commissioner, sentence

the inmate to work crew for all or a portion of his/her sentence.

- c. Any and all necessary documentation or paperwork regarding the work crew shall be provided by the County.
- d. The County shall provide any safety equipment such as hard hats and safety glasses as needed unless otherwise agreed by the parties.

3. **Responsibilities of the CID:**

CID shall have the following responsibilities under this agreement:

- a. Accept and utilize work crew(s) on an "as-needed" basis for civic improvement tasks for the benefit of the community. All tasks performed shall be unskilled labor and shall not be done on private property unless owned or operated by a nonprofit entity, except that, for emergency purposes only, work crews may perform snow removal. CID shall further ensure that the assigned civic improvement tasks have minimal negative impact on existing private industries or the labor force in Benton County, not affect employment opportunities for people with developmental disabilities contracted through sheltered workshops as defined in RCW 82.04.385, and otherwise comply with the requirements set forth in RCW 9.94A.725.
- b. Provide the necessary tools, equipment except safety equipment identified in 2(d) above, and, on occasion, supervision and training of the work crew(s).
- c. CID does not guarantee utilization of this contract. CID 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 CID.

4. **Cost Agreement:**

The work crew program costs shall be billed to CID on a monthly basis. The rate will be \$400.00 per day of work crew usage. This includes \$100.00 per day for cost of L&I coverage for the work crew participants to be paid by the County. The costs shall be reviewed annually and mutually agreed upon, in writing by all parties. The County shall bill the CID for the work crew program no later than the 20th of the proceeding month. Thereafter, the CID shall have thirty (30) days to remit payment to the County.

5. **Administration:**

The Benton County Sheriff's Office Bureau of Corrections shall administer this agreement.

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:

For the County

Benton County Sheriff's Office
ATTN: Captain Al Thompson
7122 Okanogan Pl Bldg. A
Kennewick, WA 99336
PHONE: (509) 735-6555
FAX: (509) 736-3895

For CID

Columbia Irrigation District
Attn: Keith Martin
10 E. Kennewick Ave.
Kennewick, WA 99336
PHONE: (509) 586-6118

Except as otherwise specified, any and all notices contemplated by this agreement or by relevant law, are effective as soon as such written notice is placed, postage pre-paid in a US Mail receptacle for pickup, *and* sent by facsimile.

If a dispute or complaint arises, pursuant to RCW 9.94A.725 as to the required minimum negative impact on existing private industries or labor force in Benton County of the assigned civic improvement tasks of any work crew utilized pursuant to this agreement, then the County may direct CID in writing, to immediately cease assigning work crews to the particular task.

If the County reasonably believes that any given task to which a work crew is assigned does not comport with the requirements set out in RCW 9.94A.725, then the County may direct CID in writing, to immediately cease assigning work crews to the particular task.

If CID receives written notification to immediately cease assigning work crews to a particular task as set forth in this section, then immediately upon receipt of such notification, it shall cease assigning work crews to that particular task. Thereupon, it is the responsibility of CID to assign alternate tasks to work crews, which meet the requirements of this agreement and RCW 9.94A.725.

Under no circumstances shall written notice from the County to cease assigning work crews to a particular task pursuant to the provisions in this section relieve either party of the duty to

provide 30 days written notice of intent to termination this agreement. PROVIDED that if, following written notice as set out in this section, if CID does not immediately cease assigning work crews to the task referred to, then County may, at its option, terminate this agreement immediately.

6. **Duration:**

The term of this Agreement shall begin when executed by both parties and shall expire on December 31, 2010.

7. **Termination:**

At the election of either party this agreement may be terminated with or without cause upon the giving of thirty (30) days' written notice to the other party, with the time period calculated exclusive of the date of mailing and faxing the written notice. CID agrees to pay for all work crew days provided up to and including the date of termination.

8. **Indemnification/Hold Harmless:**

- a. CID 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 (including expenses of arbitration), 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 CID's acts, errors or omissions in the performance of this Agreement, including any claim by any interested party pursuant to provisions of RCW 9.94A.725 regarding the requirements that assigned civic improvement tasks have a minimum negative impact on existing private industries or labor force in Benton County. PROVIDED, that the CID'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. Should both parties be held by a court of law to be at fault, each party shall share in any and all damages, liability, loss and judgments proportionate to their respective percentage or share of fault.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CID, 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 CID 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 CID expressly waives any immunity the CID might have had

under such laws. BY EXECUTING THIS AGREEMENT, THE CID 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 CID MAKES WITH ANY SUBCONTRACTOR OR AGENT PERFORMING WORK HEREUNDER.

- c. The CID'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 CID, the CID's employees, agents or subcontractors.

9. **Modifications:**

Any modification to this agreement shall be by mutual agreement, in writing and signed by each of the parties.

10. **Severability:**

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Agreement 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.

11. **Entire Agreement:**

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

12. **Non-Waiver of Rights:**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this agreement at a later time.

13. **Choice of Law, Jurisdiction and Venue:**

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

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

Dated: _____

**BENTON COUNTY BOARD OF
COMMISSIONERS**

James Beaver, Chairman
Benton County Commissioner

Approved as to Form:

Jonathan Young, Civil
Deputy Prosecuting Attorney

Dated: 2/2/10

Columbia Irrigation District

Signature

KEITH MARTIN / DISTRICT MGR.
Print Name/Title

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 08 Feb 2010 Subject: IWRMP Memo Date: 04 Feb 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

K

SUMMARY & BACKGROUND

Attached is a letter of question and comment to the Department of Ecology regarding the drafting of the Integrated Water Resources Management Plan for Commissioner consideration. I worked on the letter with Commissioner Benitz.

#

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

8 February 2010

Derek Sandison, Director
Office of Columbia River
Washington Department of Ecology
15 West Yakima Avenue – Suite 200
Yakima, WA 98902-3452

Re: Integrated Water Resource Management Plan

Dear Mr. Sandison:

The Board would like to again thank you for your visit with us on January 20th in Kennewick, and your presentations on several matters including the Integrated Water Resource Management Plan (IWRMP). We appreciate the opportunity to stay informed on this important endeavor and discuss issues critical to its acceptance.

As we have had a chance to digest the information, some questions have arisen as a result of our discussions. Your response to the following would be most helpful as we move forward with the 2010 activities.

1. You stated that a concern with the importation of water from potential projects involving pumping from the Columbia River to the Yakima Basin is the power cost associated with the delivery of supplemental water in dry years to the Roza Irrigation District. However, you did not indicate what the applicable power rate would be for this supplemental irrigation water. We understand the preference power rate applicable to federal water resource projects in the Pacific Northwest is in the range of about 8 mills per kilowatt hour. Would this be the rate charged for pumping supplemental irrigation water for the Roza Irrigation District in dry years? Further, what is the power rate currently being assessed for pumping Columbia River exchange water at the Umatilla Project and is that being considered for the proposed surface water facilities in the Odessa area in lieu of groundwater pumping?
2. You indicated that one of the concerns with the storage alternatives considered in the December 2008 Final Planning Report/Environmental Impact Statement was that none of them were economically justified and this was one reason why a "preferred alternative" was not identified. Is this going to be an issue with the IWRMP projects?

How will monetary benefits be determined and when will a preliminary economic analysis be available so we know if an IWRMP can be economically justified?

3. We raised the matter of Columbia River water available for pumping and suggested that Table 2.18 of the December 2008 Final Planning Report/Environmental Impact Statement be appended to the December 2009 Work Group report. Your response was "it is not necessary". However, if this table accurately represents the volumes of water available then, in addition to the restriction on July and August pumping, there are other months during the irrigation when there is not an adequate water supply. This was especially true during April 1987 – June 1988 and the three years of 1992-1994. We do not understand why this matter has not been discussed when Columbia River pumping plans have been brought forth in the Work Group, as it seems to be critical to determining the configuration of any project involving Columbia River water.

4. A proposed major task in the Plan of Study is to "quantify instream resource needs by major reach, by season." The focus of this task should be on the mainstem Yakima and Naches Rivers. The System Operations Advisory Committee (SOAC) was directed by Congress in Section 1205 (a)(6)(B) of the Act of 31 October 1994 (PL 103-434) to report to the Secretary of the Interior and Congress what is necessary to have biologically-based target flows in the Yakima River Basin. In its report submitted May 1999, SOAC recommended processes and procedures required to determine biologically-based flows for increasing the abundance of salmon and steelhead. Many of the recommendations have been addressed as part of other activities in the Basin such as the Yakima River Basin Water Storage Feasibility Study. These include such matters as streamflow and habitat data collection, the development of hydrologic and aquatic resources models, and a fishery production model.

Because of SOAC's history of consultation on the Yakima Project operations and the Congressional directive of the Act of 31 October 1994, it is suggested that SOAC be commissioned to undertake the task of quantifying seasonal flow objectives for the mainstem Yakima and Naches Rivers. It may be desirable to retain a fisheries biologist not associated with the Work Group who has a working knowledge of the Yakima River Basin to facilitate this undertaking.

We look forward to further clarification on these questions, and to continued work with you and your staff on these important issues.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

James Beaver, Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS, RE: PETTY CASH FUNDS IN THE TREASURER'S OFFICE

WHEREAS, the Treasurer has one petty cash fund; and,

WHEREAS, the Treasurer has determined the office needs two (2) petty cash funds; and,

WHEREAS, the Treasurer needs enough cash on hand to decrease the number of trips to the Bank to obtain change for cashiers and other departments; and,

BE IT RESOLVED, an additional petty cash fund of \$1,000 is hereby established for use by the Treasurer, resulting in combined two (2) petty cash funds of \$2,000 total.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by D. A. Davidson, Benton County Treasurer

9:05

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 08 Feb 2010 Subject: quarterly update Memo Date: 03 Feb 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

I want start doing my periodic updates to the Board again. To complement the Weekly Reports, this is a chance to give a little more detail on some projects, and maybe have a little more dialogue with Commissioners on specific issues. I don't have a bunch of material for background, and won't be giving a formal presentation. Here are the topics I plan to speak on, but of course anything is up for discussion:

Animal Control Facility

Our team continues to work on our options for placement of the new facility. Roy and I can provide a status report.

Economic Development Contracts

All but one of the 2010 contracts are in place.

Water Topics

I will touch on the WRIA 31 detailed implementation plan, the Horse Heaven Hills study, and other items that are circulating and that we are reviewing or commenting on, such as "exempt wells" and YRBWEP.

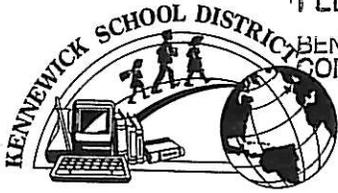
Red Mountain Topics

I will update assorted projects, mainly what's going on with the interchange.

Progress Edition

I am drafting a column for the Herald and will have a draft for Commissioners to review.

#



FEB 01 2010

BENTON COUNTY COMMISSIONERS

524 S. Auburn Street
Kennewick, WA 99336-5601
Phone: 509.222.5000
Fax: 509.222.5050
www.ksd.org

Leo	<input checked="" type="checkbox"/>
Jim	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

Dave Bond, Superintendent
Dr. Chuck Lybeck, Associate Superintendent, Curriculum
Don Williamson, Assistant Superintendent, Secondary Education
Greg Hancher, Assistant Superintendent, Elementary Education
Beverly Johnson-Torelli, Assistant Superintendent, Human Resources
Ron Cone, Executive Director, Information Technology
Lorraine Cooper, Director, Communications and Public Relations
Vic Roberts, Manager, Business Operations

9:20

Education... the Bridge to the Future

January 16, 2010

To: Benton County Commissioners
 Fr: Kennewick School District Board of Directors and Superintendent
 Re: Wisner Parkway Railroad Crossing

Wes Adams
Dave Bond

The Kennewick School District (KSD) is in the process of constructing a new elementary school in Badger Canyon. KSD purchased the school site in 2008 and has moved forward with plans to open the school in August 2010. Access to the school had been based on financial commitments by the Wisner family and County for ensuring that all necessary roads to and around the school were constructed.

A number of factors have altered those financial commitments. The national and state economies are in a recession, and money for many types of infrastructure projects has dwindled. At the same time, the costs for some types of projects have increased.

The need for an access road across the railroad tracks and into the school site is critical to the functionality of the school and alleviating the increased transportation that would otherwise be routed through the residential area of Cottonwood. Thus, the Kennewick School District is willing to participate with Benton County on the construction of the road and railroad crossing to the following extent:

- Benton County has agreed to pay the first \$500,000 of expenses towards the railroad crossing and the roads to connect the railroad crossing to Badger Road and Wisner Parkway.
- The Kennewick School District will share construction costs of the road and railroad crossing above the \$500,000 with Benton County, up to a maximum KSD commitment of \$100,000. In other words, if the final cost of the road and railroad crossing totals \$700,000, then both Benton County and KSD would each pay \$100,000. If the final cost of the road and railroad crossing totals \$600,000, then the KSD would split the \$100,000 overage with Benton County and each party would pay \$50,000. If the final cost is above \$700,000, the KSD would pay \$100,000 and Benton County would pay the rest.
- The Kennewick School District is willing to assist in ensuring completion of the road. To that end, the KSD will provide up to an additional \$100,000 towards the project, but this must be repaid to the KSD in a mutually agreed upon timeframe through either "late-comers" fees, land, or cash.

It is important for all parties that the road and railroad crossing get completed before the start of the school year on August 30, 2010. Please contact us if you need any further information.

9:30

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: WISER PARKWAY AT BNSF RAILROAD
- CE 1918 CRP

WHEREAS, by resolution dated November 30, 2009, the Public Works Manager was authorized to schedule a bid call for Wisser Parkway at BNSF Railroad - CE 1918 CRP; and

WHEREAS, bids were received on January 21, 2010, as shown on the attached bid tabulation; and

WHEREAS, the lowest bid was received from Big D's Construction of Tri-Cities, Pasco, Washington; and

WHEREAS, the Public Works Manager hereby recommends that the contract be awarded to Big D's Construction of Tri-Cities; NOW, THEREFORE,

BE IT RESOLVED that the contract for Wisser Parkway at BNSF Railroad - CE 1918 CRP be awarded to Big D's Construction of Tri-Cities, Pasco, Washington, in the amount of \$197,828.50.

Dated this 8th day of February, 2010.

Chairman.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

PROJECT: CE - CRP - Wiser Parkway at BNSF Railroad		BIG D'S CONSTRUCTION OF TRI-CITY		PREMIER EXCAVATION		RAY POLAND & SONS, INC.		INLAND ASPHALT COMPANY	
LOCATION: BENTON COUNTY		3902 North Swallow Avenue		2222 Robertson Drive		P O Box 6772		955 West L	
LET BY: BOARD OF COUNTY COMMISSIONERS		Pasco, WA 99301		Richland, WA 99354		Kennewick, WA 99336		Richland, WA 99352	
DATE: January 21, 2010; 10:30 a.m., Local Time									
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	L.S.	L.S.	Lump Sum	500.00	Lump Sum	13,500.00	Lump Sum	9,125.00
2	EMBANKMENT COMPACTION	9,100	C.Y.	1.00	9,100.00	2.39	21,749.00	1.00	9,100.00
3	COMMON BORROW INCLUDING HAUL	13,000	C.Y.	5.90	76,700.00	4.25	55,250.00	6.95	90,350.00
4	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 48 INCH DIAMETER	250	L.F.	31.00	7,750.00	80.72	20,180.00	40.00	10,000.00
5	QUARRY SPALLS	12	C.Y.	24.00	288.00	45.00	540.00	80.00	960.00
6	REINFORCED HEADWALLS FOR CULVERT PIPE WITH CLASS 3000 CONCRETE	L.S.	L.S.	Lump Sum	3,500.00	Lump Sum	5,700.00	Lump Sum	1,850.00
7	STRUCTURE EXCAVATION CLASS B	335	C.Y.	11.00	3,685.00	4.50	1,507.50	1.00	335.00
8	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-117 FOR GRAVEL BACKFILL FOR PIPE ZONE BEDDING INCL. HAUL	110	C.Y.	14.00	1,540.00	6.52	717.20	10.00	1,100.00
9	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-117 INCL. HAUL	225	C.Y.	8.50	1,912.50	13.19	2,967.75	12.45	2,801.25
10	MODIFIED CRUSHED SURFACING FROM STOCKPILE SP-117 INCL. HAUL	975	C.Y.	8.00	7,800.00	12.59	12,275.25	12.45	12,136.75
11	HMA CLASS 1/2 INCH PG 64-28 CEMENT CONCRETE PAVEMENT INCLUDING DOWEL BARS	215	TON	86.00	18,490.00	85.94	18,477.10	100.00	21,500.00
12	SEEDING, FERTILIZING, AND MULCHING	115	C.Y.	307.00	35,305.00	196.00	22,540.00	265.00	30,475.00
13	PROJECT TEMPORARY TRAFFIC CONTROL	1.0	ACRE	1,500.00	1,500.00	1,800.00	1,800.00	2,500.00	2,500.00
14	PAINT LINE	L.S.	L.S.	Lump Sum	500.00	Lump Sum	4,000.00	Lump Sum	2,500.00
15	PAVEMENT MARKING	L.S.	L.S.	Lump Sum	550.00	Lump Sum	500.00	Lump Sum	1,000.00
16	BEAM GUARDRAIL TYPE 1	682	L.F.	19.00	12,958.00	18.60	12,685.20	18.60	12,685.20
17	BEAM GUARDRAIL FLARED TERMINAL	6	EACH	1,820.00	10,920.00	1,815.00	10,890.00	1,815.00	10,890.00
18	BEAM GUARDRAIL ANCHOR TYPE 1	2	EACH	690.00	1,380.00	690.00	1,380.00	690.00	1,380.00
19	TRIMMING & CLEANUP	L.S.	L.S.	Lump Sum	2,000.00	Lump Sum	2,000.00	Lump Sum	1,000.00
20	SPCC PLAN	L.S.	L.S.	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	250.00
21	TOTAL				197,828.50		209,809.00		222,940.20
									240,195.70

PROJECT: CE 1		RP - Wiser Parkway at BNSF Railroad		THAYER EXC/ VG		GRANITE NORTHWEST, INC.		MORGAN & SON EARTH MOVING, INC.		ENGINEER:	
BENTON COUNTY		2131 Riverbottle Road		Pasco, WA 99302		P O Box 3728		P O Box 999		ESTIMATE	
BOARD OF COUNTY COMMISSIONERS		Elensburg, WA 98926		Elensburg, WA 98926		Pasco, WA 99302		Elensburg, WA 98926			
DATE: January 21, 2010; 10:30 a.m., Local Time											
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	L.S.	L.S.	Lump Sum	28,036.00	Lump Sum	22,500.00	Lump Sum	38,550.00	Lump Sum	25,000.00
2	EMBANKMENT COMPACTION	9,100	C.Y.	3.52	32,032.00	3.25	29,575.00	3.00	27,300.00	1.25	11,375.00
3	COMMON BORROW INCLUDING HAUL	13,000	C.Y.	5.90	76,700.00	5.00	65,000.00	7.50	97,500.00	8.00	104,000.00
4	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 48 INCH DIAMETER	250	L.F.	38.32	9,580.00	68.00	17,000.00	78.00	19,500.00	125.00	31,250.00
5	QUARRY SPALLS	12	C.Y.	69.31	831.72	285.00	3,420.00	33.00	396.00	200.00	2,400.00
6	REINFORCED HEADWALLS FOR CULVERT PIPE WITH CLASS 3000 CONCRETE	L.S.	L.S.	Lump Sum	4,372.07	Lump Sum	6,500.00	Lump Sum	13,290.00	Lump Sum	2,500.00
7	STRUCTURE EXCAVATION CLASS B	335	C.Y.	6.31	2,113.65	1.00	335.00	5.00	1,675.00	8.00	2,680.00
8	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-117 FOR GRAVEL BACKFILL FOR PIPE ZONE BEDDING INCL. HAUL	110	C.Y.	23.83	2,621.30	5.00	550.00	17.90	1,969.00	15.00	1,650.00
9	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-117 INCL. HAUL	225	C.Y.	18.31	4,119.75	30.00	6,750.00	16.80	3,780.00	9.00	2,025.00
10	MODIFIED CRUSHED SURFACING FROM STOCKPILE SP-117 INCL. HAUL	975	C.Y.	6.05	5,898.75	30.00	29,250.00	15.80	15,405.00	9.00	8,775.00
11	HMA CLASS 1/2 INCH PG 64-28 CEMENT CONCRETE PAVEMENT	215	TON	94.62	20,343.30	105.00	22,575.00	108.00	23,220.00	80.00	17,200.00
12	INCLUDING DOWEL BARS	115	C.Y.	315.69	36,304.35	325.00	37,375.00	536.00	61,640.00	625.00	71,875.00
13	SEEDING, FERTILIZING, AND MULCHING	1.0	ACRE	1,927.72	1,927.72	1,800.00	1,800.00	2,365.00	2,365.00	2,500.00	2,500.00
14	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	L.S.	Lump Sum	8,392.71	Lump Sum	5,000.00	Lump Sum	11,289.00	Lump Sum	6,000.00
15	PAINT LINE	L.S.	L.S.	Lump Sum	595.65	Lump Sum	500.00	Lump Sum	1,880.00	Lump Sum	200.00
16	PAVEMENT MARKING	L.S.	L.S.	Lump Sum	774.35	Lump Sum	650.00	Lump Sum	3,325.00	Lump Sum	1,000.00
17	BEAM GUARDRAIL TYPE 1	682	L.F.	22.16	15,113.12	18.60	12,685.20	24.00	16,368.00	25.00	17,050.00
18	BEAM GUARDRAIL FLARED TERMINAL	6	EACH	1,996.50	11,979.00	1,815.00	10,890.00	2,277.00	13,662.00	2,400.00	14,400.00
19	BEAM GUARDRAIL ANCHOR TYPE 1	2	EACH	822.00	1,644.00	690.00	1,380.00	866.00	1,732.00	2,400.00	4,800.00
20	TRIMMING & CLEANUP	L.S.	L.S.	Lump Sum	1,083.00	Lump Sum	2,500.00	Lump Sum	2,500.00	Lump Sum	2,000.00
21	SPCC PLAN	L.S.	L.S.	Lump Sum	541.50	Lump Sum	7,500.00	Lump Sum	300.00	Lump Sum	500.00
				TOTAL		265,004.14		283,735.20		357,646.00	
										329,180.00	