

May 2,
2011

THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
April 20, 2011, 9:00 a.m.
Benton County Justice Center, Kennewick, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Sustainable Development Manager Adam Fyall; DPA Ryan Brown; Susan Walker, Planning; Finance Manager Keith Mercer; Nick Kooiker, Treasurer's Office; Planning Manager Mike Shuttleworth.

Hanford Communities – 2010 Annual Report

Pamela Brown-Larsen gave the annual report and briefly discussed the following issues:

- Ecology Contract
- Public Education Programs
- Annual Meetings w/Congressman Hastings, Barb Lisk, site managers, and Deputy Secretary of Energy
- Current Hanford Topics
 - Stimulus Money
 - 2015 Vision
 - Tank Farm Operations
 - Groundwater Cleanup
 - Waste Treatment Plant/Plutonium Finishing Plant
 - TRU Retrievals
 - Environmental Restoration Disposal Facility – ERDF
 - Burial grounds south of FFTF
 - Hanford Tank Closure and Waste Management EIS
 - K Reactors/300 Area
- Advocacy Issues for Local Concern
 - TRIDEC – Energy Park
 - Heritage Tourism and B Reactor Preservation
 - Coordination w/State/EPA/Congress/DOE
- 2011 Goals/Schedule

Hanford Advisory Board Annual Report

Maynard Plahuta and Larry Lockrem gave the annual report and briefly discussed the following issues:

- Tank Waste Committee
 - Garnet Cutting
 - Alternate Waste Forms
 - Tank Closure/Tank Removal
 - DOE Order 435.1 – Waste Incidental to Reprocessing
- Sludge in K-West (problem w/shortfall funding)
- Solid waste burial grounds
- Beryllium Issues
- B Reactor System
- Tourism/Education – Heritage Foundation

Waste Treatment and Immobilization Plants

Richard Kachich gave a Powerpoint/Video presentation on the production and construction of the VIT Plant. The Powerpoint included the following information:

- Total project at 58% complete
- Pretreatment Facility
- High Level Waste Vitrification Facility
- Low Level Waste Vitrification Facility
- Analytical Lab and Supporting Facilities
- Schedule for completion 3/6/9 (design 2013; construction 2016; operations 2019)
- Training – Safety and Quality Culture
- Review Process
- Funding Profile/Budget
- Staffing Plan
- Money spent locally
- Building confidence

There being no further business before the Board, the meeting adjourned at approximately 11:30 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
April 25, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Leo Bowman
Commissioner James Beaver
Commissioner Shon Small
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; Finance Manager Keith Mercer; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Human Services Ed Thornbrugh; Ehriza Rivera, Treasurer's Office; Personnel Manager Melina Wenner; Safety Coordinator Bryan Perry; Treasurer Duane Davidson; DPA Ryan Brown; Sue Schuetze, Public Works; Susan Walker and Valerie Smith, Planning; Nick Kooiker, Treasurer's Office; Brian Moneymaker, Assessor's Office.

Workshop Agenda

Commissioner Small reported on the following: financial meeting at GCBH (\$1.3 million will be received from RSN); meeting w/Tony Corsi (Benton County will be receiving Emergency Services money back).

Commissioner Beaver said he attended the following: PNNL new facility ribbon cutting ceremony; Benton Clean Air Authority meeting; Yakima River Basin water meeting w/Yakima and Kittitas County. Additionally, he said he spent a lot of time dealing with the Health District colon cancer campaign.

Ed Thornbrugh discussed some potential ways to save money in his department: a mental health program specialist resigned and he is looking at not filling that position; other positions would take those duties in preparation for changes in RSN that would provide more services and save money for Human Services. He said he would review the issue and come back in May with a recommendation before the next contract cycle.

Chairman Bowman said he had not received the official letter on Commute Trip Reduction but have received other communication that Benton County was out of consideration for the next biennium. He also expanded on Commissioner Beaver's idea about recognizing employees program and wanted to know if there was a way for the community to recognize employees and departments (maybe put an ad in the paper or something). Additionally, he said he was

concerned about departments spending their two-year budget in one year and how the Commissioners would monitor that program.

Commissioner Beaver said if the County could put some money in a fund to recognize employees, he was in favor of celebrating the efforts of all employees and departments. Also, he was in favor of a policy or procedure for the County Administrator to assist the departments with their two-year budgets.

Commissioner Small said he was in favor of broadcasting accomplishments and recommended Facebook and Twitter as a free way to do that.

Chairman Bowman said he wanted to write a letter to DOE and the City of Richland regarding the Hanford lands to remind them it was county land and their proposed operations and use of that land affected the County. He said he would talk to Planning about writing that letter because he wanted to be assertive without being offensive. The Board agreed.

Chairman Bowman said he would be out of town when the Canvassing Board met on the Prosser School Bond issue and suggested Commissioner Beaver be appointed to that Canvassing Board. The Board agreed (will be item "l" on the consent agenda).

Additionally, Chairman Bowman said he had discussed the colon cancer prevention campaign by the Health District at a meeting and that not everyone was offended by the campaign.

The Board briefly recessed, reconvening at 9:00 a.m. for the regular session.

Approval of Minutes

The Minutes of April 18, 2011 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "k", adding "l" (letter appointing Commissioner Beaver to the Canvassing Board). Commissioner Small seconded and upon vote, the Board approved the following:

Commissioners

- a. Older Americans Month Proclamation

Facilities

- b. WA State Contract Purchase of Surveillance Equipment from URS Electronics

Fairgrounds

- c. Public Works Contract w/Absolute Power, Inc.
- d. Lease Agreement w/Tri-Cities Woodcarvers Association

Human Services

- e. Purchase Authorization from Brutzman's Office Solutions

Juvenile

- f. Personal Services Contract w/Somerset Counseling Center

Personnel

- g. Denial of County Claims (5)

Public Works

- h. Contract w/Granite Construction Company for Bituminous Surface Treatment

Sheriff

- i. Personal Services Contract w/Pronto Processing Services, Inc.
- j. Professional Services Contract w/Dr. Brooks Watson II for Physician Services

WSU Cooperative Extension

- k. Authorization to Letter & Agreement w/WSU for Food Stamp Nutrition Education Program
- l. Letter to Auditor Regarding Canvassing Board Appointment

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

PEDA Quarterly Update

Deb Heintz, PEDA, updated the Board on the following events:

- Clore Center – successful in obtaining \$2 million (12 months to get design and another 18 to build); membership drive – received add'l \$5,000; Cascade Natural Gas – working with them to get service to the property
- Strategic Planning Session w/Downtown Prosser Association
- Committee work – organization; business recruitment and expansion; project specific
- Signage system planning
- Job Fair
- Annual Report completed/annual meeting

Kathleen Coke, Deputy City Administrator, City of Prosser, talked about the following projects:

- Construction – Village Park (paperwork completed w/the help of County Treasurer and Commissioner Small)
- Water/sewer line improvements
- Acquiring property for new police facility
- Boys & Girls Club
- Grant from Michael Phelps Foundation for swimming lessons and water safety; new swimming pools and buildings

Scott Keller, Port of Benton, said \$1.5 million was still available in possible grants from the State for the Clore Center and another \$1/2 million from private donations. He also talked about Vintners Village Phase II, provided the Port's newsletter, and a video entitled "100 Years of Ports".

Public Hearing – Antinori Road – Proposed C.R.I.D. #21

Sue Schuetze reviewed the memo dated April 20, 2011 and said they received a petition to form County Road Improvement (C.R.I.D.), #21 requesting that an extension of the existing Antinori

Road (from the existing Antinori Road westerly to Sunset Road) be constructed to County standards. Additionally, the request included a bike path and roundabout at the intersection of Sunset Road and the new Antinori Road. The preliminary cost (worst case scenario) was estimated at \$1,697,690. All landowners were notified of the petition by letter and property owned by the State of Washington was sent by certified mail.

Public Works recommended approval of C.R.I.D. #21 with the inclusion of the bike path and exclusion of the roundabout. Additionally, they recommend the parcels (identified on the map in blue) not appearing to receive a benefit be removed from the CRID. The current assessment was estimated at \$666.54 per acre, however, if the parcels shown in blue were removed, the assessment would increase to \$713.08 per acre. Ms. Schuetze said that Public Works received four notarized letters from landowners who did not sign the petition and believed they should be removed from the C.R.I.D. (each of which was shown in blue) and Public Works agreed.

They also received a letter from Jeff Brown and Eva Baroni (Parcel #10) objecting to being included in the C.R.I.D. However, Public Works believed they received a benefit by gaining a second access.

Additionally, the Board could instruct Public Works to use a different method of assessment (zonal method) if it believed the assessment exceeded the benefit.

Duane Davidson said he talked to bond counsel about charging interest rates and it was determined the County should be reimbursed. He said he wanted it to be understood that preliminary costs included paying those interest fees and arbitrage fees and the proposed estimate would cover those fees. Additionally he inquired whether it was appropriate to charge for costs associated with a separate assessment and mailing and it was determined to not be reimbursable since it was considered a function of the county.

Public Testimony

Proponents

James Holmes, West Richland, spoke in favor. He said they were trying to promote the grape business in this area and had worked on the Red Mountain project for some time and this was the last piece of infrastructure. He said without completion of the circulation, Red Mountain could never be successful. Additionally, he said he didn't want the "roundabout" to be a showstopper.

Scott Revell, KID, said the district owned over 10% of the land in the proposed C.R.I.D. and the Board directed staff to support the petition and was in favor of the C.R.I.D. Additionally, KID had no opinion on a roundabout.

Scott Williams, Sunset Road, said he owned 250 acres and was not opposed but was nervous because it was a lot of money. He said he was not opposed to the project but was opposed to a roundabout and bike path. He stated that he saw people riding in that area without any problem and this was another \$100,000 that was not needed.

Opponents

Stan and Susan Hill, Whiteaker Hill Estates, said they didn't see any benefit (they already had access via Sunset Road) and there was no reason for them to use Antinori Road. They submitted a letter opposing inclusion in the C.R.I.D., submitted as "Opponent Exhibit 1".

Janelle Emory, Benton City, said she was not really opposed to the road or roundabout, but did not see any benefit to paying for the road. She said they helped pay for Sunset Road, rightfully so, but felt this really only benefited Col Solare winery and wanted to be excluded. She said she was also speaking on her father-in-law's behalf.

Jeff Brown, Richland, said he was in favor of the old Sunset Road and helped build that but did not see any benefit for Antinori Road for either safety or access. He said he did not sign the petition and was not contacted by anyone but did receive the mailing. Also, he was not in favor of the roundabout. He said there was clear benefit for those along the road. Also, some properties around him (with businesses) were not included in the C.R.I.D.

As there was no one else present to testify, the hearing was closed for public input.

Ms. Schuetze said they had heard from Ms. Emory but had not heard from Mr. Brown or the Hills.

Commissioner Small said the majority of the landowners wanted this road to go through and he did see benefits (including economical growth, safety, and increased traffic flow) and it was his job to be the sound for the majority of the people. He said he was in favor with the condition the Board take a look at interest and arbitrage fees. Additionally, it appeared the majority did not want a roundabout so he was in favor of removing the roundabout.

Chairman Bowman also requested Public Works include a stop warning at the bottom of the hill.

MOTION: Commissioner Shall moved to approve the formation of C.R.I.D. #21 based upon recommendations of Public Works and requested the bike path be included and the roundabout not be approved. Additionally, the benefit to each parcel exceeds the assessment, and the parcels identified as not appearing to receive a benefit as shown in blue be removed from the C.R.I.D. #21 (as submitted by Public Works). Commissioner Beaver seconded.

Discussion

Commissioner Small asked about the bike path. Commissioner Beaver said he did not think it was needed. Chairman Bowman said the community continued to want more and more bike paths and trails and believed it was a stair step to the future. Commissioner Small said he didn't see a need for it and wanted to be consistent with what was already in that area.

MOTION: Commissioner Beaver moved to amend the motion on the floor to exclude construction of the bike path. Commissioner Small seconded and upon vote, the motion carried with Chairman Bowman opposing.

Discussion Continued

The Board discussed whether or not to keep in Parcel #105 (owned by DNR) even though it was shaded in blue.

MOTION: Commissioner Beaver moved to exclude parcels in blue as outlined in the map, except 105, and to also exclude parcels 114, 113, 21, 21a and 10. The Board agreed with the friendly amendment.

Discussion

Chairman Bowman said the land value had increased in that area due to improvements and this would increase it more as the success of Red Mountain continued. He said he disagreed with removing those parcels that requested to be excluded, but would vote in favor of the motion.

Upon vote, the motion carried unanimously.

Public Hearing – Frank Teigs, LLC Franchise

Sue Schuetze said her office received a petition to continue a nonexclusive franchise. Additionally, the franchise was previously known as McKay and MacDonald and Lewis & Clark Ranch and they desired to change the name at this time to Frank Tiegs, LLC and Lewis & Clark Ranch, LLC. She said her office recommended approval, based upon the listed conditions.

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

MOTION: Commissioner Beaver moved to approve application to continue a nonexclusive franchise as requested, with the listed conditions. Commissioner Small seconded and upon vote, the motion carried unanimously.

Public Hearing – Company 79 Franchise

Sue Schuetze summarized the petition to continue a nonexclusive franchise filed by Company 79 and said her office recommended approval with conditions.

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

MOTION: Commissioner Beaver moved to approve the application for nonexclusive franchise filed by Company 79, with the listed conditions. Commissioner Small seconded and upon vote, the motion carried unanimously.

Public Hearing – Open Space Classification – Barker Ranch

Susan Walker, Mike Shuttleworth, and Brian Moneymaker presented the application for reclassification of that portion of Barker Ranch property that is under wetland reserve easements

with the Federal Government to open space land that promotes conservation of wetlands for current use.

Ms. Walker said the Planning Department reviewed the application and report and the Planning Commission reviewed the application and they recommended approval of the reclassification.

Chairman Bowman asked about using this property for a mitigation bank and the potential tax loss. Mr. Moneymaker said the tax loss or tax shift was approximately \$9,000.00. Mr. Crowder, Barker Ranch, said once the wetlands go into easement, you cannot bank them for more mitigation credits.

Testimony

Michael Crowder, Barker Ranch, spoke in favor of the application.

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

MOTION: Commissioner Beaver move to adopt the Planning Commission findings and conclusions as their own and approve the reclassification of that portion of the Barker Ranch property that is under wetland reserve easements with the Federal Government to open space land that promotes conservation of wetlands for current use assessment under RCW 84.34 and was subject to the applicant signing the open space agreement. Additionally, directing Planning staff to prepare an open space taxation agreement that provided the classification and conditions and authorize the Chairman to sign the agreement. Commissioner Small seconded and upon vote, the motion carried unanimously.

Ordinance Amendments – Group 2A

Susan Walker, Mike Shuttleworth, and Valerie Smith reviewed the zoning ordinance amendments to bring the County's zoning code into compliance with the goals and policies of the adopted Benton County Comprehensive Land Use Plan. They discussed the following ordinance amendments:

- Urban Growth Area Residential District
- Community Commercial
- General Commercial
- Interchange Commercial

The Board agreed to go to public hearing on the ordinance amendments as presented.

Vouchers

Check Date: 4/22/2011

Warrant #: 32836-33056

Taxes #: 01160411, 010104111, 050204111

Total all funds: \$890,255.25

Check Date: 4/15/2011
Warrant #: 32211-32668
Total all funds: \$385,390.50

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

Resolutions

- 11-266 Older Americans Month Proclamation
- 11-267 WA State Contract Purchase of Surveillance Equipment from URS Electronics
- 11-268 Public Works Contract w/Absolute Power, Inc.
- 11-269 Lease Agreement w/Tri-Cities Woodcarvers Association
- 11-270 Purchase Authorization from Brutzman's Office Solutions
- 11-271 Personal Services Contract w/Somerset Counseling Center
- 11-272 Denial of Claim CC 11-05
- 11-273 Denial of Claim CC 11-06a, b, c, and
- 11-274 Denial of Claim CC 11-07
- 11-275 Denial of Claim CC 11-08
- 11-276 Denial of Claim CC 11-11
- 11-277 Contract w/Granite Construction Company for Bituminous Surface Treatment
- 11-278 Personal Services Contract w/Pronto Processing Services, Inc.
- 11-279 Professional Services Contract w/Dr. Brooks Watson II for Physician Services
- 11-280 Authorization to Letter & Agreement w/WSU for Food Stamp Nutrition Education
- 11-281 Approval of Reclassification (Barker Ranch) from Open Space Agricultural to Open Space Conservation

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

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>CORONER</u>
Meeting Date: 5/2/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Prof. Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: J. Hansens	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached is a professional service contract between Benton County and Dr. Jeffrey Reynolds for forensic pathologist services. Dr. Reynolds has provided such services for Benton County for several years and the Coroner is happy with his services. Dr. Reynolds provided the Coroner his 2011 rates, which is not to exceed \$1,200 per autopsy plus \$50.00 per hour for travel time.

RECOMMENDATION

The Benton County Coroner recommends entering into a two-year professional service contract with Dr. Reynolds for as needed pathology services. Said contract will expire on December 31, 2012; with the option to extend the contract an additional two years if agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013, and possibly 2014, and will only be approved with an amendment to the attached contract.

FISCAL IMPACT

N/A

MOTION

Move to award the professional service contract between Benton County and Dr. Jeffrey Reynolds for "as needed" forensic pathology services for an amount not to exceed \$1,200 per autopsy plus \$50.00 per hour for travel time; and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF A SERVICE AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND DR. JEFFREY REYNOLDS, MD FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, the Benton County Coroner's Office has utilized Dr. Jeffrey Reynolds forensic pathologist service over the past couple of years when an autopsy was needed in Benton County; and

WHEREAS, Dr. Jeffrey Reynolds provided the Benton County Coroner with his 2011 rates, which is \$1,200.00 per autopsy plus \$50.00 per hour of travel time, and agrees to continue to serve Benton County as an independent contractor forensic pathologist as availability and schedule permit; and

WHEREAS, the Benton County Coroner is very pleased with the services Dr. Jeffrey Reynolds provides and recommends Benton County Commissioners to enter into a contract for said services; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners, Benton County, Washington hereby agrees to enter a service agreement with Dr. Jeffrey Reynolds for forensic pathology services for Benton County Coroner's Office for a service fee of \$1,200.00 per autopsy, plus \$50.00 per hour of travel time as an independent contractor forensic pathologist; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorize the Chairman to sign the attached Professional Service Contract; and

BE IT FURTHER RESOLVED, said contract expires on December 31, 2012. The contract may be extended for an additional two (2) years if mutually agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013, and possibly again 2014, and will only be approved with an amendment to said contract.

Dated this ____ day of _____, 2011

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JEFF REYNOLDS, MD**, with its principal offices at 4606 Avalanche, Yakima, WA 98908 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and no additional documents.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012, unless earlier terminated pursuant to Section 9 herein. This contract may be extended for an additional two years if agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013 and possibly again 2014, and will only be approved with an amendment to this contract.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Complete autopsy and forensic pathologist services as needed by the Benton County Coroner.
- b. The CONTRACTOR shall perform the work specified in the Contract according to standard practices in the medical profession.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>CORONER</u>
Meeting Date: 5/2/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Prof. Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: J. Hansens	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached is a professional service contract between Benton County and Dr. Daniel Selove for forensic pathologist services. Dr. Selove has provided such services for Benton County for several years and the Coroner is pleased with his services. Dr. Selove provided the Coroner his 2011 rates, which is not to exceed \$1,500.00 per autopsy plus travel time and/or lodging costs.

RECOMMENDATION

The Benton County Coroner recommends entering into a two-year professional service contract with Dr. Selove for as needed pathology services. Said contract will expire on December 31, 2012; with the option to extend the contract an additional two years if agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013, and possibly 2014, and will only be approved with an amendment to the attached contract.

FISCAL IMPACT

N/A

MOTION

Move to award the professional service contract between Benton County and Dr. Daniel Selove for "as needed" forensic pathology services for an amount not to exceed \$1,500.00 per autopsy plus travel time and/or lodging costs; and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF A SERVICE AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND DR. DANIEL SELOVE, MD FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, the Benton County Coroner's Office has utilized Dr. Daniel Selove forensic pathologist services over the past couple of years when an autopsy was needed in Benton County; and

WHEREAS, Dr. Daniel Selove provided the Benton County Coroner with his 2011 rates, which is \$1,500.00 per autopsy plus transportation and/or lodging costs, and agrees to continue to serve Benton County as an independent contractor forensic pathologist as availability and schedule permit; and

WHEREAS, the Benton County Coroner is very pleased with the services Dr. Daniel Selove provides and recommends Benton County Commissioners to enter into a contract for said services;
NOW, THEREFORE

BE IT RESOLVED, the Board of County Commissioners, Benton County, Washington hereby agrees to enter a service agreement with Dr. Daniel Selove for forensic pathology services for the Benton County Coroner's Office for a service fee of \$1,500.00 per autopsy, plus transportation and/or lodging costs as an independent contractor forensic pathologist; and

BE IT FURTHER RESOLVED, the Board of County Commissioners hereby authorize the Chairman of the Board to sign the attached Professional Service Contract; and

BE IT FURTHER RESOLVED, said contract expires on December 31, 2012. The contract may be extended for an additional two (2) years if mutually agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013, and possibly again 2014 and will only be approved with an amendment to this contract.

Dated this ____ day of _____, 2011

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DANIEL SELOVE, MD**, with its principal offices at 3031 Kromer Avenue, Everett, WA 98201, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and no additional documents.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012, unless earlier terminated pursuant to Section 9 herein. This contract may be extended for an additional two years if agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013 and possibly again 2014, and will only be approved with an amendment to this contract.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Complete autopsy and forensic pathologist services as needed by the Benton County Coroner.
- b. The CONTRACTOR shall perform the work specified in the Contract according to standard practices in the medical profession.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>CORONER</u>
Meeting Date: 5/2/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Prof. Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: J. Hansens	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached is a professional service contract between Benton County and Dr. Carl Wigren, MD for forensic pathologist services. Dr. Wigren asked the Benton County Coroner for consideration to provide forensic pathology services. The Benton County Coroner had an opportunity to schedule Dr. Wigren for a case and was impressed with his work. As per Resolution 11-183 the Board of Commissioners authorized payment for services provided and recommended the Coroner negotiate a contract with Dr. Wigren.

Dr. Wigren provided the Coroner his 2011 rates, which is not to exceed \$1,300.00 per autopsy.

RECOMMENDATION

The Benton County Coroner recommends entering into a two-year professional service contract with Dr. Wigren for as needed pathology services. Said contract will expire on December 31, 2012; with the option to extend the contract an additional two years if agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013, and possibly 2014, and will only be approved with an amendment to the attached contract.

FISCAL IMPACT

N/A

MOTION

Move to award the professional service contract between Benton County and Dr. Carl Wigren for "as needed" forensic pathology services for an amount not to exceed \$1,300.00 per autopsy; and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF A SERVICE AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND DR. CARL WIGREN, MD FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, the Benton County Coroner's Office has utilized Dr. Carl Wigren forensic pathologist service during the past few months when an autopsy was needed in Benton County; and

WHEREAS, Dr. Carl Wigren provided the Benton County Coroner with his 2011 rates, which is \$1,300.00 per autopsy, and agrees to continue to serve Benton County as an independent contractor forensic pathologist as availability and schedule permit; and

WHEREAS, the Benton County Coroner is very pleased with the services Dr. Carl Wigren provides and recommends Benton County Commissioners to enter into a contract for said services; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners, Benton County, Washington hereby agrees to enter into a service agreement with Dr. Carl Wigren for forensic pathology services for the Benton County Coroner's Office for a service fee of \$1,300 per autopsy as an independent contractor forensic pathologist; and

BE IT FURTHER RESOLVED, the Board of County Commissioners hereby authorize the Chairman to sign the attached Professional Service Contract; and

BE IT FURTHER RESOLVED, said contract expires on December 31, 2012. The contract may be extended for an additional two (2) years if mutually agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013, and possibly again 2014 and will only be approved with an amendment to this contract.

Dated this ____ day of _____, 2011

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig: BC Coroner
cc: Auditor, R. Ozuna, Dr. Wigren

Hansens

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Carl Wigren, MD**, with its principal offices at 1008 West Galer Street, Seattle, WA 98119 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and no additional documents.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012, unless earlier terminated pursuant to Section 9 herein. This contract may be extended for an additional two years if agreed upon by both parties. Price rates are subject to change for calendar year 2012, 2013 and possibly again 2014, and will only be approved with an amendment to this contract.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Complete autopsy and forensic pathologist services as needed by the Benton County Coroner.
- b. The CONTRACTOR shall perform the work specified in the Contract according to standard practices in the medical profession.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 5/2/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached is a resolution and contract with Mint Condition, Inc. dba/ Advanced Window Care for the complete window cleaning services located at the Benton County Courthouse; Benton County Justice Center; and Benton County Health Bldg.

We have used Advanced Window Care in the past and the Facilities Supervisor is pleased with the services they performed. They provided a quote in the amount of \$8,950.00 excluding WSST for the complete cleaning of the windows at the locations mentioned above.

RECOMMENDATION

The recommendation is to enter into a contract with Mint Condition, Inc. dba/ Advanced Window Care for the complete window cleaning services located at the Benton County Courthouse; Benton County Justice Center; and Benton County Health Bldg.

FISCAL IMPACT

Actual cost of the services provided plus WSST - approx. \$9,692.85

MOTION

Move to award the complete window cleaning services located at the Benton County Courthouse, Benton County Justice Center, and Benton County Health Bldg to Advanced Window Care for a contract amount of \$8,950.00 plus WSST and not to exceed \$10,000 plus WSST for any acceptable overages, incidentals and other unanticipated cost.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING MINT CONDITION, INC. dba/ ADVANCED WINDOW CARE THE COMPLETE WINDOW CLEANING SERVICES LOCATED AT THE BENTON COUNTY COURTHOUSE, BENTON COUNTY HEALTH DISTRICT BUILDING, AND BENTON COUNTY JUSTICE CENTER

WHEREAS, per Resolution 09-811 dated December 14, 2009 that in letting of any contract for public works services or materials involving less than twenty-five thousand dollars (\$25,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Benton County Facilities Supervisor received a proposal from Mint Condition, Inc. dba/ Advanced Window Care, Pasco, WA - UBI No. - 602520105 in the amount of \$8,950.00, excluding WSST for complete window cleaning services located at the Benton County Courthouse, Benton County Health District Building, and the Benton County Justice Center; and

WHEREAS, the Facilities Supervisor reviewed the proposal and recommends the award to Mint Condition, Inc. dba/ Advanced Window Care; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and awards the complete window cleaning services at above mentioned locations to Mint Condition, Inc., dba/Advanced Window Care for a contract amount of \$8,950.00, excluding WSST and shall not exceed \$10,000 excluding WSST for any acceptable overages, incidentals and other unanticipated cost; and

BE IT FURTHER RESOLVED, said contract shall begin upon signature of both parties and shall terminate 60 days thereafter; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman of the Board to sign the attached service agreement.

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Attest: _____
Clerk of the board

Member

Constituting the Board of County Commissioners
of Benton County, Washington

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "OWNER"), and **MINT CONDITION, INC. dba/ ADVANCED WINDOW CARE** a corporation authorized to do business in the State of Washington with its principal offices at 7114 N. Road 42, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents, which are hereby incorporated by reference:

- a. Exhibit A - Proposal Dated February 15, 2011
- b. Exhibit B - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate 60 calendar days thereafter, unless earlier terminated pursuant to Section 16 herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than 60 days from the date of signature of both parties.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide all necessary equipment, materials and supplies for window cleaning and building wash down as further described in Exhibit A attached hereto.

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 OWNER 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. The CONTRACTOR agrees to provide its own labor and

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract <input checked="" type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
Subject:	Pass Ordinance <input type="checkbox"/>	1st Discussion <input type="checkbox"/>
Professional Service Agreement	Pass Motion <input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
#PSA-HA-2011-2013	Other <input type="checkbox"/>	Other <input type="checkbox"/>
Prepared by:		
Maria Loera, Sr. Secretary-DHS		
Reviewed by:		
Ed Thornbrugh, Administrator-DHS		

BACKGROUND INFORMATION

The Benton and Franklin Counties Department of Human Services would like to execute a Professional Service Agreement with the Housing Authority of the City of Pasco and Franklin County to provide property management for ten (10) transitional manufactured homes located at 925 North Elm in Pasco.

SUMMARY

Award: Consideration will be \$49.00 per unit per month for a total of \$490.00 per month

Period: April 1, 2011 through March 30, 2013

Funding Source: N/A

RECOMMENDATION

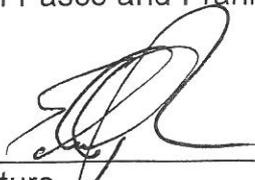
- Sign the Resolution to accept the proposed Professional Service Agreement
- Approve the proposed Professional Service Agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Professional Service Agreement #PSA-HA-2011-2013 with the Housing Authority of the City of Pasco and Franklin County and to authorize the Chair to sign on behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICE AGREEMENT
#PSA-HA-2011-2013 TO PROVIDE PROPERTY MANAGEMENT BETWEEN
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
AND THE HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN
COUNTY**

WHEREAS, Ed Thornbrugh, Administrator of Benton and Franklin Counties Department of Human Services, believes it is in the best interest of Department of Human Services and the service needs of persons with mental health issues, that the proposed Professional Service Agreement #PSA-HA-2011-2013, be approved as presented; and

WHEREAS, the Housing Authority of the City of Pasco and Franklin County will act as the property manager for ten (10) transitional living trailers located at 925 North Elm Street in Pasco; and

WHEREAS, consideration will be \$49 per unit per month for a total of \$490 per month; and

WHEREAS, the Professional Service Agreement is effective April 1, 2011 and will expire March 30, 2013, NOW THEREFORE,

BE IT RESOLVED, that the Boards of Benton County Commissioners and Franklin County Commissioners hereby accept the proposed Professional Service Agreement;

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Professional Service Agreement #PSA-HA-2011-2013.

Dated this day of, 2011

Dated this day of, 2011

Chair

Chair

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Member

Constituting the Board of County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT
#PSA-HA-2011-2013**

This Agreement is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, AND Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301 by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Owner"), and the **Housing Authority of the City of Pasco and Franklin County**, a Washington municipal corporation, ("Agent")

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

1. **AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- a. Terms and Conditions set forth below; and
- b. Description of the Properties, attached and incorporated herein as Exhibit "A"

2. **DURATION**

The term of this Agreement shall begin April 1, 2011, and shall expire on March 30, 2013, unless terminated sooner as provided herein. The term may be renewed for successive one-year terms by execution of an appropriate amendment to this Agreement by authorized representatives of the parties herein.

3. **SCOPE OF WORK**

The Agent shall function as Owner's property manager for the properties described in Exhibit A ("Properties") and shall, with the exception of signing and initiating leases, taking action for non-payment of leases including, as necessary, evictions, and taking legal action to enforce violations of property rules or applicable law, be responsible to the Owner and tenants as set forth below:

- a. **Tenant Support:** The Agent shall provide "customer service" for tenants residing in the Mental Health transitional living trailers described in Exhibit "A." This "customer service" shall include, but not be limited to, providing or procuring necessary repair and maintenance services when requested by tenants, and when necessary to maintain Properties, including portions thereof, common areas and curtilage, in such condition as is fit for human habitation as defined by the Washington State Residential Landlord and Tenant Act (RCW Chapter 59.18), ("WRLTA") and as required by any applicable Federal, State or local laws or regulations. This shall also include addressing and resolving other routine customer service issues such as answering questions about the property, providing 24 hour lockout services to tenants, receiving complaints, and reporting enforcement action needs to the Owner (without instituting legal proceedings) if necessary. If needed repairs are such that it would not be practical for Agent to undertake (e.g. in case of substantial flood, fire, etc), Agent shall notify Owner immediately (within 24 hours) and shall take steps to mitigate the damage and implement temporary emergency shelter plans to the occupants at Owner's expense as appropriate and necessary in a manner prescribed by the Department of Human Services.
- b. **Maintenance and Repairs:** The Agent shall, at the Owner's expense, maintain the Properties in a decent, safe and sanitary condition, fit for human habitation, all in accordance with applicable Federal, State and local laws and regulations. The Agent shall otherwise maintain the Property at all times in a condition acceptable to the Department of Human Services. The Agent shall perform or procure all service and ordinary repairs and replacements necessary, including but not limited to:
 - Cleaning, painting, plumbing, carpentry, and such other maintenance and repair work as may be necessary;

- Repairs and maintenance of heating/air conditioners, water heaters, appliances, etc.;
 - Maintenance of facilities (roofing, flooring, structural issues);
 - Repairs and replacement of small items, such as keys and locks, etc., and provide these items to tenants when needed;
 - Perform and provide written report to Owner on semi-annual preventative maintenance inspections.
- c. **Limits and Conditions:** The Agent shall obtain advance written authorization from the Owner for all repairs and replacements exceeding \$500, provided that the Agent may exceed this amount without prior authorization in an emergency situation occurring outside of the Owner's business hours, with notice provided to the Owner the next business day. An emergency situation is defined as any condition wherein delay of repairs until the next business day would cause, or create a risk of, bodily harm or extreme discomfort to a tenant, damage to tenant property, or damage to Properties or any portion thereof.
- d. **Conditions and Service Requirements:** The Agent shall:
- Manage the properties in full compliance with all laws and regulations of any federal, state, county or municipal authority having jurisdiction over the property. Promptly notify Owner of any known conditions that may create a risk of death or injury to persons or property;
 - Promptly notify Owner of any conditions or circumstances that either constitutes an actual or perceived breach of Owner's duties under applicable law or may, if unremedied, constitutes such a breach of duties;
 - Not make any structural changes to the Property, or to make any other major alterations or additions, without prior written notice to, and written approval from, Owners' authorized representatives.
- e. **Lead Based Paint and Mold Exclusions:** The Owner certifies that the property in question does not contain lead based paint and that each resident receives the U.S. Department of Housing and Urban Development's Lead Paint Brochure. The Agent is not responsible for mold that is undetectable in the normal HQS (Housing Quality Standard) inspection. Tenant caused mold identified in the HQS process will be identified to the Owner, who will be notified of the need to provide tenant with supportive services to eliminate tenant activity or inactivity that causes the mold and necessary steps to clean/remove the mold and eliminate mold reoccurrence.

4. **AGREEMENT REPRESENTATIVES**

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

- a. For the Agent:
- F.J. Anderson, Executive Director
Housing Authority of the City of Pasco
And Franklin County
2505 W Lewis Street
Pasco, WA 99301
509.547.3581 (phone)
- b. For the Owner:
- Edward Thornbrugh, Administrator
Department of Human Services
7207 W. Deschutes Avenue
Kennewick, WA 99336
509.783.5284 (phone)
509.783.5981 (fax)

5. **COMPENSATION**

- a. **Management Fee:** As consideration for the management and support services described herein, Owner shall pay the Agent a management fee of \$49 per Property per month for a total of \$490.00 per month over the term of this Agreement. The services provided for and compensated by the management fee shall include administrative and work order management, supervisory management for maintenance staff, accounting and recordkeeping, and overhead allocation.
- b. **Reimbursement of Expenditures:** The Agent may submit a monthly Invoice to Owner for all expenditures incurred in the maintenance of the Properties described on Exhibit "A". The Invoice shall include an itemized statement of receipts, disbursements and charges and, where third-party Agents are retained to perform services, the invoice shall provide the third party Agent's full name, Agent's number, Washington UBI number, and a statement by Agent that any and all public contracting laws have been complied with in selecting and contracting with the third-party Agent.
- c. **After Hours and Emergency Services:** The Agent may claim reimbursement for after-hours emergency repairs performed at the rate of \$67.50 per hour, plus call-out mileage (pursuant to general Services Administration guidelines) with a two (2) hour minimum. Emergency hours are considered to be after 6:00 p.m. and before 7:30 a.m., Monday through Thursday and all day Friday, Saturday and Sunday. The Agent's normal business hours are 7:30 a.m. – 6:00 p.m., Monday through Thursday. After regular business hours, the Agent shall be available to tenants at an emergency contact number which Agent shall staff, maintain, and make available to tenants.
- d. No payment shall be made for any work performed by the Agent, except for work identified and set forth in this Agreement.
- e. Owner shall pay the Agent for appropriate expenditures and fees in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of Invoice for services rendered.
- f. The Agent shall not be paid for services rendered under this Agreement unless and until they have been performed to the satisfaction of Owner.
- g. In the event the Agent has failed to perform any substantial obligation to be performed by the Agent under this Agreement and such failure has not been cured within ten (10) days following notice from Owner, Owner may, in its sole discretion, upon written notice to the Agent, withhold any and all monies due and payable to the Agent, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Agreement means faithfully fulfilling the terms of this Agreement with variances only for technical or minor omissions or defects.
- h. Unless otherwise provided for in this Agreement or any exhibits or attachments hereto, the Agent will not be paid for any billings or invoices presented for services rendered prior to the execution of this Agreement or after its termination.
- i. The Agent shall pay all Federal, State and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax laws for Agent and Agent's employees, if any, performing services pursuant to this Agreement. Agent shall have no obligation to pay any tax applicable to Owner or its employees.

6. **AMENDMENTS AND CHANGES IN WORK**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. Indemnification of Agent: The Owner shall indemnify, defend, and hold harmless the Agent, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Owner's performance under this Agreement; provided, that to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Agent, its officers, agents, or employees, the Owner's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- b. Indemnification of Owner: The Agent shall indemnify, defend, and hold harmless the Owner, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Agent's performance under this Agreement; provided, that to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Owner, its officers, agents, or employees, the Agent's indemnification obligation hereunder shall be limited to the Agent's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

8. **INSURANCE**

- a. **Insurance Requirement:** Each party shall obtain and/or maintain commercial or self-insurance covering general liability, employment practices liability, errors and omissions, workers' compensation, and auto liability to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of each coverage shall be at least Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- b. **Certificate of Insurance:** Each party to this Agreement agrees to provide the Agreement Representative and their Risk Managers with evidence of insurance coverage, including approved self-insurance authorized under RCW 48.42, in the form of a Certificate of Liability Insurance or an Evidence of Coverage letter to address the insurance obligations set forth above.

9. **TERMINATION**

- a. Each of the parties shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the other party. In that event, the Owner shall pay the Agent for all costs incurred by the Agent as permitted in the performance of this Agreement up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Agreement.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Owner may summarily terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Owner to the Agent. After the effective date, no charges incurred under this Agreement shall be allowed.
- c. If the Agent materially breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Owner, the Owner may terminate this Agreement, in which case the Owner shall pay the Agent only for the costs of services accepted by the Owner, in accordance with the Compensation Section of this Agreement. Upon such termination, the Owner, at its discretion, may obtain performance of the work elsewhere, and the Agent shall bear all costs and expenses incurred by the Owner in completing the work and all damage sustained by the Owner by reason of the Agent's breach.

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The Agent shall perform the terms of the Agreement using only its bona fide employees or agents, and the obligations and duties of the Agent under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Owners' authorized representatives.
- b. The Agent warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Agent, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. **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.

12. **INDEPENDENT CONTRACTOR/AGENT**

- a. The Agent's services shall be furnished by the Agent as an independent Agent and not as an agent, employee or servant of the Owner. The Agent specifically has the right to direct and control Agent's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. The Agent acknowledges that the entire compensation for this Agreement is set forth in the Compensation Section of this Agreement, and the Agent is not entitled to any Owner benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Owner employees.
- c. The Agent shall have and maintain complete responsibility and control over all of its subAgents, employees, agents, and representatives. No subAgent, employee, agent, or representative of the Agent shall be or deem to be or act or purport to act as an employee, agent, or representative of the Owner.
- d. Agent shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.
- e. The Agent agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Owners' Agreement Representative or designee.

13. **COMPLIANCE WITH LAWS**

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

14. **INSPECTION OF BOOKS AND RECORDS**

The Owner may, at reasonable times, inspect the books and records of the Agent relating to the performance of this Agreement. The Agent shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

15. **NONDISCRIMINATION**

The Agent, its assignees, delegates, or subAgents 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.

16. **PATENT/COPYRIGHT INFRINGEMENT**

The Agent shall hold harmless, indemnify and defend the Owner, its officers, officials, employees and agents, from and against any claimed action, cause or demand, and any damages, fines, attorney's fees or other financial cost resulting there from, brought against the Owner, its officers, officials, employees or agents, where such action is based on the claim that information supplied by the Agent or subAgent infringes any patent or copyright. The Agent shall be notified promptly in writing by the Owner of any notice of such claim.

17. **DISPUTES**
Differences between the Agent and the Owner, arising under and by virtue of this Agreement, shall be brought to the attention of the Owner at the earliest possible time 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 Agent shall be decided by the Owners' Agreement Representative or designee. All rulings, orders, instructions and decisions of the Owner' Agreement Representative shall be final and conclusive, subject to the Agent's right to seek judicial relief.
18. **CONFIDENTIALITY**
Agent hereby acknowledges that the Owner is a public entity and as such is subject to the requirements of public disclosure of records required by the Public Records Act, RCW 42.56 *et seq.* Accordingly, Agent understands that to the extent a proper request is made, the Owner may be required by virtue of this Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, including records provided to the Owner by Agent that Agent might regard as confidential or proprietary. To the extent that Agent provides any records to the Owner that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Agent also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Owner releasing records covered under the Public Records Act. The Owner agrees to take all reasonable steps to notify Agent in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Agent as confidential or proprietary, so that Agent may seek a judicial order of protection if necessary.
19. **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, or 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.
20. **SUCCESSORS AND ASSIGNS**
The Owner, to the extent permitted by law, and the Agent each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.
21. **SEVERABILITY**
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
22. **ENTIRE AGREEMENT**
This Agreement contains the entire Agreement of both parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.
23. **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 the Agreement Representative Section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of

EXHIBIT A (the Property)

The Benton Franklin Department of Human Services owns ten (10) manufactured homes at the Sundance Home Park at 925 North Elm Avenue, Pasco, Washington. The property descriptions are as follows:

<u>Lot #6</u>	<u>Lot #7</u>	<u>Lot #8</u>
Make: Marle Year: 1995 Size: 14' x 56' Model: VINHO10729	Make: Marle Year: 1995 Size: 14' x 56' Model: VINHO10730	Make: Marle Year: 1995 Size: 14' x 56' Model: VINHO10731
<u>Lot #9</u>	<u>Lot #57</u>	<u>Lot #58</u>
Make: Marle Year: 1996 Size: 14' x 60' Model: VINHO12678	Make: Fuqua Year: 1997 Size: 25' x 36' Model: VIN15704	Make: Fuqua Year: 1997 Size: 25' x 36' Mode: VIN15703
<u>Lot #61</u>	<u>Lot #67</u>	<u>Lot #68</u>
Make: Fuqua Year: 1997 Size: 25' x 36' Model: VIN15705	Make: Marle Year: 1996 Size: 14' x 60' Model: VINHO12677	Make: Marle Year: 1996 Size: 14' x 60' Model: VINHO12679
<u>Lot #72</u>		
Make: Fuqua Year: 1997 Size: 25' x 36' Model: VIN15707		

RESOLUTION

f

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: CE 1778 CRP – CLODFELTER ROAD-Bently Road to C. Williams Road and CE 1838 CRP – LOCUST GROVE ROAD-Clodfelter Road to Edwards Road;

WHEREAS, it is the intention of the Board of County Commissioners to improve 2.6 miles of Clodfelter Road, by reconstructing a section of roadway from Bently Road to C. Williams Road, and to newly construct 1.6 miles of Locust Grove Road from Clodfelter Road to Edwards Road; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a call for bids for CE 1778 CRP – CLODFELTER ROAD-Bently Rd. to C. Williams Rd. and CE 1838 CRP – LOCUST GROVE ROAD-Clodfelter Rd. to Edwards Rd., and

BE IT FURTHER RESOLVED that the Plans for this project, heretofore signed by the County Engineer, be and hereby are approved, and the Chairman is authorized to sign Sheet 1 of said Plans on behalf of Benton County.

Dated this 2nd day of May 2011.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:BLT:slc

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: May 2, 2011 Subject: FFY10 Buffer Zone Protection Program (BZPP) - Contract Prepared by: Captain Vannoy Reviewed by: J. Thompson Jonathan Young, DPA	Execute Contract _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

The Benton County Sheriff's Office would like to participate in the Department of Homeland Security (DHS) / FEMA Buffer Zone Protection Program grant. The DHS has identified Agrium as a "Critical Infrastructure" site in our jurisdiction. The grant award is \$190,000.00 for equipment and is distributed between Benton County Sheriffs' Office, The Tri-City Regional SWAT Team, The Richland Police Department Bomb Squad, Benton County Fire and Agrium. The Benton County Sheriff's Office will be responsible for purchases for BCSO Patrol, SWAT and Agrium for a total of \$107,294.65.

SUMMARY

The Benton County Sheriff's Office will be responsible for purchases for BCSO Patrol, SWAT and Agrium. All purchases will follow the County policies authorization to purchase the necessary equipment (resolutions, quotes, bids and contracts). All purchases will be voucher/invoiced to DHS for reimbursement.

RECOMMENDATION

Approve and authorize the Chairman of the Board to sign the attached contract.

FISCAL IMPACT

\$0.00 – Fully grant funded

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE AWARD OF THE BUFFER ZONE PROTECTION PROGRAM (BZPP) BY THE WASHINGTON STATE MILITARY DEPARTMENT TO BENTON COUNTY FOR THE PURPOSE OF PURCHASING EQUIPMENT FOR THE BENTON COUNTY SHERIFF'S OFFICE, TRI-CITY REGIONAL SWAT TEAM AND AGRIMUM

WHEREAS, the Benton County Sheriff's Office would like to participate in the Department of Homeland Security /FEMA Buffer Zone Protection; and

WHEREAS, Benton County was awarded funding in the amount of \$107,294.65 to be used towards the cost of equipment top be distribute amongst the Benton County Sheriff's Office, Tri-City Regional SWAT Team and Agrium; and

WHEREAS, The Benton County Sheriff's Office will be responsible to purchase and distribute the items for the Benton County Sheriff's Office, Tri-City Regional SWAT Team and Agrium; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the attached FFY10 Buffer Zone Protection Program (BZPP) contact, E11-242; and

BE IF FURTHER RESOLVED that the term of the attached contract commences June 1, 2010 and expires on May 31, 2012.

Dated this _____ day of _____, 2011.

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, PA (Rosemary), Washington State Military Department

Prepared by: J. Thompson

**Washington State Military Department
CONTRACT FACE SHEET**

1. Contractor Name and Address: Benton County 620 Market Street Prosser, WA 99350	2. Contract Amount: \$107,294.65	3. Contract Number: E11-242
4. Contractor's Contact Person, phone number: Clay Vannoy, 509-735-6555 xt.3283 Clay.vannoy@co.benton.wa.us	5. Contract Start Date: June 1, 2010	6. Contract End Date: May 31, 2012
7. MD Program Manager/phone number: Casey Broom 253-512-7469 c.broom@emd.wa.gov	8. Data Universal Numbering System (DUNS #): 083738997	9. UBI # (state revenue): 035000971

10. Funding Authority:
Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)

11. Funding Source Agreement #: 2010-BF-T0-0022	12. Program Index # & OBJ/SUB-OJ: 703BL	13. CFDA # & Title: 97.078 - BZPP	14. TIN or SSN: 91-6001296
---	---	---	--------------------------------------

15. Service Districts: (BY LEGISLATIVE DISTRICT): 16 (BY CONGRESSIONAL DISTRICT): 4	16. Service Area by County(ies): Benton	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
---	---	--

18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____	19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
---	--

20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER
---	---

22. BRIEF DESCRIPTION:
The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to state and local units of government through the FFY10 Buffer Zone Protection Program (BZPP), the U.S. Department of Homeland Security (DHS) provides funds to increase the preparedness capabilities of jurisdictions responsible for the safety and security of communities surrounding high-priority Critical Infrastructure and Key resource (CI/KR) assets through planning and equipment acquisition.

IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions (Exhibit A), Statement of Work (Exhibit B) and Budget (Exhibit C) govern the rights and obligations of both parties to this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) **Applicable Federal and State Statutes and Regulations**
- (b) **Statement of Work**
- (c) **Special Terms and Conditions**
- (d) **General Terms and Conditions, and if attached,**
- (e) **Any other provisions of the contract incorporated by reference.**

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

WHEREAS, the parties hereto have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT: _____ Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General	FOR THE CONTRACTOR: _____ Signature Date Leo M. Bowman, Chairman for Board of Benton County Commissioners
---	---

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the Military Department.

Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without the prior written authorization from the Department. Budget categories are as specified or defined in the budget sheet of the contract.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Due Date</u>
Invoices (state form A-19)	1	Within 30 days after the end of the period in which the work was performed.
Final Invoice (state form A-19)	1	No later than 45 days following the contract end date

Invoices must be submitted no more often than monthly, but at least quarterly. Failure to submit invoices in a timely manner will cause the Department to hold all requests for equipment approval until invoices are submitted.

<u>Technical</u>	<u>#/Copies</u>	<u>Due Date</u>
Quarterly Progress Reports	Electronic	January 15, April 15, July 15, October 15 of each year of the contract performance period
Final Report	Electronic	No later than 45 days following the contract end date; must be submitted before Final Invoice is reimbursed

Failure to meet ANY of the reporting and invoicing deadlines will prohibit the Contractor from being reimbursed and may place contract at risk.

All contract work must end on the contract end date, including receipt of supplies and equipment, however the Contractor has up to 45 days after the contract end date to submit all final reports, invoices, and/or deliverables.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel. The Key Personnel for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:

MILITARY DEPARTMENT:

Name	Clay Vannoy	Name	Casey Broom
Title	Captain	Title	HLS Program Coordinator
E-Mail	Clay.vannoy@co.benton.wa.us	E-Mail	c.broom@emd.wa.gov
Phone	(509) 735-6555 xt.3283	Phone	(253) 512-7469

9:05

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY: THE BENTON COUNTY BUSINESS TRAVEL AND EXPENSE POLICY ESTABLISHING PROCEDURES AND GUIDELINES FOR REIMBURSEMENT RELATED TO COUNTY TRAVEL; RESCINDING RESOLUTION 11-063

WHEREAS, the Board desires to update the Benton County Business Travel and Expense Policy and adopt the IRS Maximum Federal Per Diem Rates now in effect; and

WHEREAS, per Resolution 11-063 dated January 24, 2011 the Board of Commissioners adopted the FY2011 Per Diem Rates as published by the General Services Administration (GSA) and approved the attached Business Travel and Expense Policy, as amended, and rescinded Resolution No. 10-123; and

WHEREAS, there was a discrepancy with rescinding Resolution No. 10-123 as this Resolution is for the Bylaws and Rules of Procedure for the Board of Benton County Commissioners and should remain in place and the Resolution that should have been rescinded was Resolution No. 10-032; **NOW, THEREFORE**

BE IT RESOLVED, that effective May 2, 2011 all Benton County Elected Officials, County Administrators, Department Managers, County Employees and other travelers authorized to travel by the County shall be reimbursed all in accordance with the attached policy; and

BE IT FURTHER RESOLVED, Resolution No. 11-063 and Resolution No. 10-032 is hereby rescinded; and

BE IT FURTHER RESOLVED, the Board hereby corrects the discrepancy; keeping Resolution 10-123 in place.

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

TRAVEL POLICY

1.1 PURPOSE

Benton County hereby adopts a policy to establish official procedures and guidelines for travel approved related costs and reimbursement of ordinary and reasonably necessary expenses of persons, ("Traveler"), including; registration, lodging, meals, and/or incidental expenses incurred in performance of County related business.

It is the policy of Benton County that business travel and expenses are restricted to those activities that are reasonably necessary and clearly in the best interest of the County. All Travelers need to remain sensitive to the potential negative public perceptions regarding business expenses incurred by local government employees and to use prudence and good judgment when traveling at the County's expense.

1.2 REIMBURSEMENT AUTHORIZATION/APPROVAL

Travelers authorized/approved to receive travel and other incidental expense reimbursements within budgetary restraints are restricted to the following:

- 1.2.1 Elected Officials, County Administrator, Department Managers, and County employees.
- 1.2.2 Persons authorized by grant or contract.
- 1.2.3 Other (e.g. volunteers, witnesses, victims, etc.) if authorized/approved by appropriate Elected Official, County Administrator, or Department Manager, ("Authorizing Individual").
- 1.2.4 Members of Benton County Boards and/or Commissions.

1.3 TRAVEL AUTHORIZATION/APPROVAL

- 1.3.1 Travel must be pre-approved by the Authorizing Individual even if some entity other than the County funds part or all of the expenses related to travel. In the case of Elected County Commissioner travel, the "Benton County Board of Commissioners", shall, by majority action, approve travel even if some entity other than the County funds part or all of the expenses related to travel.
- 1.3.2 Authorizing Individual is required to approve travel under the following circumstances:
 - 1.3.2.1 Out-of-state travel; or
 - 1.3.2.2 If within the State of Washington, to destinations outside the exclusion zone depicted by Exhibit "A".

TRAVEL POLICY

1.3.3 Authorizing Individual approving travel shall ensure that each Traveler has provided information about the applicable travel expense reimbursement as follows:

1.3.3.1 Requested travel pertains to official County business; and

1.3.3.2 When available, a travel itinerary and/or printed material indicating the overall content accompany any travel request.

1.3.4 Authorizing Individual shall ensure availability of budgeted funds to pay travel expenses to Traveler.

1.3.5 Authorizing Individual may approve reimbursement to Traveler for non-mandatory attendance at job-related seminars, conferences, conventions, or training.

1.4 REGISTRATION COSTS

1.4.1 Authorizing Individual shall reimburse Traveler or prepay registration for the meeting, conference, convention or work session for official County business.

1.4.2 Authorizing Individual may reimburse Traveler for any educational courses taken, including seminars, classes, trainings, etc. if it is deemed that the training will benefit the County, that it pertains to a County-related purpose, and the appropriate budget authority has been already established for this purpose.

1.5 TRANSPORTATION COSTS

1.5.1 Authorizing Individual shall reimburse Traveler the actual and reasonably necessary costs of transportation to conduct official County business as follows:

1.5.1.1 The method of transportation is by the most economical mode, primarily by air and vehicle, available and the route most direct or advantageous to the County.

1.5.1.2 Unless less expensive fares unavailable, reimburse the cost of coach class fare for a given mode of travel.

1.5.1.3 Necessary taxi or public transportation costs.

1.5.1.4 When approving leased/rented third-party vehicles for Traveler conducting official County business:

1.5.1.4.1 Traveler shall ask and obtain a government rate whenever possible.

TRAVEL POLICY

- 1.5.1.4.2 Traveler shall lease/rent the standard third-party vehicle that adequately carries the person(s) and equipment needed for conducting County business.
- 1.5.1.4.3 Authorizing Individual shall not reimburse vehicle insurance offered by the leasing/rental agency per Risk Management's recommendation.
- 1.5.1.5 To ensure cost efficiency, it is mandated that a County vehicle be used when traveling, to the extent available. Authorizing Individual is responsible for arranging the use of a County vehicle or may approve the use of a leased/rented third-party vehicle for travel, following the guidelines set in 1.5.1.4.
 - 1.5.1.5.1 If a County vehicle or a leased/rented third-party vehicle is available, and the Traveler nevertheless chooses to use a personal vehicle, mileage will not be reimbursed.
- 1.5.1.6 When a County vehicle or a leased/rented third-party vehicle is not available for Traveler's use, the Authorizing Individual may approve the use of a private vehicle and shall reimburse Traveler mileage at the established rate approved and signed by resolution from the Benton County Board of Commissioners.
 - 1.5.1.6.1 Mileage will not be paid for normal commute between their home and regularly assigned workplace.
 - 1.5.1.6.2 If a non-bargaining employee is temporarily re-assigned to another office for the day, their travel to the new location is considered their commute time and will not be reimbursed. If a bargaining employee is temporarily re-assigned to another office for the day, given sufficient notice of re-assignment per their Collective Bargaining Agreement (CBA), their travel to the new location is considered their commute time and will not be reimbursed.
 - 1.5.1.6.3 Mileage will not be paid for that portion of a trip which would be part of the normal commute. Example: Employee lives in Richland and the employee's work location is at the Prosser Courthouse. If the employee travels to Seattle after working one hour that day, the mileage from Richland to Prosser is not reimbursed. The reverse is treated in the same manner. If the employee travels back from Seattle to Prosser and works one

TRAVEL POLICY

hour, the travel between Prosser and Richland is not reimbursed.

- 1.5.2 Travelers driving a County vehicle or leased/rented third-party vehicle on County business shall follow the regulations of the Policy regarding use of County vehicles, Exhibit "B" Resolution 86 104.
- 1.5.3 Reimbursement shall be available for reasonably necessary parking and toll costs if detailed receipts are submitted.
- 1.5.4 Valet parking costs may only be reimbursed when no reasonable parking alternative is available or when it is the least expensive parking service available.
- 1.5.5 The Traveler shall provide proof and a copy of vehicle insurance.
- 1.5.6 Only Travelers referenced in Section 1.2 may ride in County vehicles or leased/rented third-party vehicles.
- 1.5.7 Both Board of Commissioners and Auditor shall administer and announce the current published mileage rate for business-related travel located at <http://www.gsa.gov/portal/content/100715>.

1.6 LODGING COSTS

- 1.6.1 Lodging within the County boundary or inside the exclusion zone, addressed in 1.3.2 will not be approved or reimbursed unless the event has mandatory evening functions or the logistics of the event requires that an overnight stay is reasonably necessary.
- 1.6.2 Authorizing Individual may approve reimbursement request for actual lodging costs, plus tax, incurred for single occupancy up to the established rate approved and signed by resolution from the Benton County Board of Commissioners.
- 1.6.3 Lodging costs that are greater than the lodging limits approved and signed by resolution from the Benton County Board of Commissioners may be approved if supported by a proper cost analysis. Such proper cost analysis should include the following factors:
 - 1.6.3.1 Travel logistics.
 - 1.6.3.2 Distance from event.
 - 1.6.3.3 Availability of transportation.

TRAVEL POLICY

1.6.3.4 Risk management considerations.

- 1.6.4 Travelers approved to travel on County business may claim lodging costs from the night before the approved event starts through the night it ends if the cost analysis indicates it is cost efficient following the guidelines set in 1.6.4 or no available reasonably priced and timely return transportation exists. Proper cost analysis is required to be submitted with reimbursement.
- 1.6.5 If Traveler does not show for a hotel room, or conference, training, etc., they shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions).
- 1.6.6 Both Board of Commissioners and Auditor shall administer and announce the current published lodging rate for business-related travel located at <http://www.gsa.gov/portal/category/21287> and the Benton County Board of Commissioners shall approve and sign by resolution these rates.

1.7 PER DIEM, MEALS AND INCIDENTAL EXPENSES

1.7.1 MEALS AND PER DIEM

- 1.7.1.1 Meals and incidental expenses within the County boundary or inside the exclusion zone, addressed in 1.3.2 will not be approved or reimbursed.
- 1.7.1.2 All requests for reimbursements require detailed receipts. Failure to produce a detailed receipt will result in the denial of reimbursement.
- 1.7.1.3 Reimbursement rate for meals and incidental expenses shall follow the United States Government Services Administration (GSA) fixed allowance for each meal consistent with the appropriate per diem rate for the host County or city located at <http://www.gsa.gov/portal/category/21287>. These maximum rates are inclusive of tips and such tips (for any service or meal) may not exceed 15% even if a higher tip amount will not exceed GSA per diem limits.
- 1.7.1.4 Reimbursement is for actually incurred costs up to per diem limits only. Traveler may not claim a "per diem" if amount is not spent.
- 1.7.1.5 For meals included in a registration fee, airfare, lodging (e.g. continental breakfast) or other County expense, the Traveler shall not be eligible for reimbursement for that particular meal whether or not the Traveler actually consumes the provided meal or not.

TRAVEL POLICY

1.7.1.6 On travel days; reimbursement eligibility is based on the following times unless otherwise pre-approved:

- Breakfast: At least two hours prior to the person's regular work hours
- Lunch: During the person's regular lunch period
- Dinner: At least two hours after the person's regular work hours

1.7.1.7 Authorizing Individual may not pay for or reimburse meals or incidental expenses for persons not covered by this travel policy.

1.8 NON-REIMBURSEABLE MEAL AND REFRESHMENT COSTS

1.8.1 Authorizing Individual shall not reimburse meal and refreshment costs when:

1.8.1.1 Included in another County expense, regardless of whether the person partakes in the meal or refreshment; or

1.8.1.2 Incurred for recreational or social events such as office, going away, and retirement parties, or other personalized social events; or

1.8.1.3 A violation of The State Constitution, Article VIII, Section 7, i.e. when a gift of public funds, would occur.

1.8.1.4 No reimbursement for the purchase of alcoholic beverages.

1.9 NON-REIMBURSABLE EXPENSES

1.9.1 Authorizing Individual shall not reimburse ineligible expenses, including:

1.9.1.1 Expenses incurred without prior approval from Authorizing Individual, unless bona fide emergency occurred preventing prior approval.

1.9.1.2 Travel and miscellaneous expenses not approved under this policy.

1.9.1.3 Miscellaneous travel expenses not directly related to conduct official County business or expenses that are unreasonable, excessive or unnecessary.

1.9.1.4 Expenses considered personal including, but not limited to:

1.9.1.4.1 Hosting meals, or entertaining of others for promotional activities.

TRAVEL POLICY

- 1.9.1.4.2 Personal telephone calls.
- 1.9.1.4.3 Entertainment (i.e. TV, radio, games, outdoor fun), clothing, personal sundries and services.
- 1.9.1.4.4 Transportation to places of entertainment or similar personal activities (tour bus, sightseeing).
- 1.9.1.4.5 Personal trip insurance.
- 1.9.1.4.6 Medical, dental or hospital services.
- 1.9.1.4.7 Tobacco products.
- 1.9.1.4.8 Fines and penalties.
- 1.9.1.4.9 Dependent care.
- 1.9.1.4.10 Travel paid for by any other organization.
- 1.9.1.4.11 Meals or hotel/motel accommodations for spouse or guest.
- 1.9.1.4.12 Mileage if traveling as a passenger in either a County vehicle or private vehicle other than Traveler's own.
- 1.9.1.4.13 Moving expenses.
- 1.9.1.4.14 Excess costs and additional travel expenses as a result of taking an indirect route or a delayed return trip for personal preference or convenience, except that for approved travel expenses when an indirect route or delay reduces the County's total costs.
- 1.9.1.4.15 Travel expenses when a County, state or federal law or policy designates another source of reimbursement. In cases where the County policy provides for greater total reimbursement for travel activities, Authorizing Individual may pay the difference between total amount the County policy allows and the total amount reimbursed from the other source for expenses.

TRAVEL POLICY

1.10 TRAVEL EXPENSE REIMBURSEMENT FORM

1.10.1 Travelers requesting reimbursement for expenses under this policy must submit a Travel Expense Reimbursement Form to the Authorizing Individual.

1.10.2 Procedures:

1.10.2.1 Travel expense reimbursement form shall cite the time, place, business purpose and participants.

1.10.2.2 Attach applicable conference, convention, seminar brochure, or agenda and airline itinerary to the travel expense reimbursement form.

1.10.2.3 Attach all required detailed receipts prepared and issued by the service provider.

1.10.2.4 Proof of vehicle insurance if one was used.

1.10.2.5 Authorizing Individual shall review Traveler's request for reimbursement to ensure:

1.10.2.5.1 Travel appropriately approved and County purpose documented.

1.10.2.5.2 Required information and detailed receipts included.

1.10.2.5.3 Appropriate reimbursement rates requested.

1.10.2.5.4 Non-reimbursable items not included.

1.10.2.5.5 One political subdivision does not pay expenses properly attributed to another in violation of RCW 43.09.210.

1.11 REPAYMENT OF UNAUTHORIZED/UNAPPROVED REIMBURSEMENTS

The County, through the appropriate Authorizing Individual, shall seek repayment of expenses from the person who was reimbursed whenever an audit or subsequent review of travel expense reimbursements finds that such expenses were reimbursed contrary to the provisions of this policy unless such expenses were incurred in reasonable reliance on the pre-approval of an Authorizing Individual.

TRAVEL POLICY

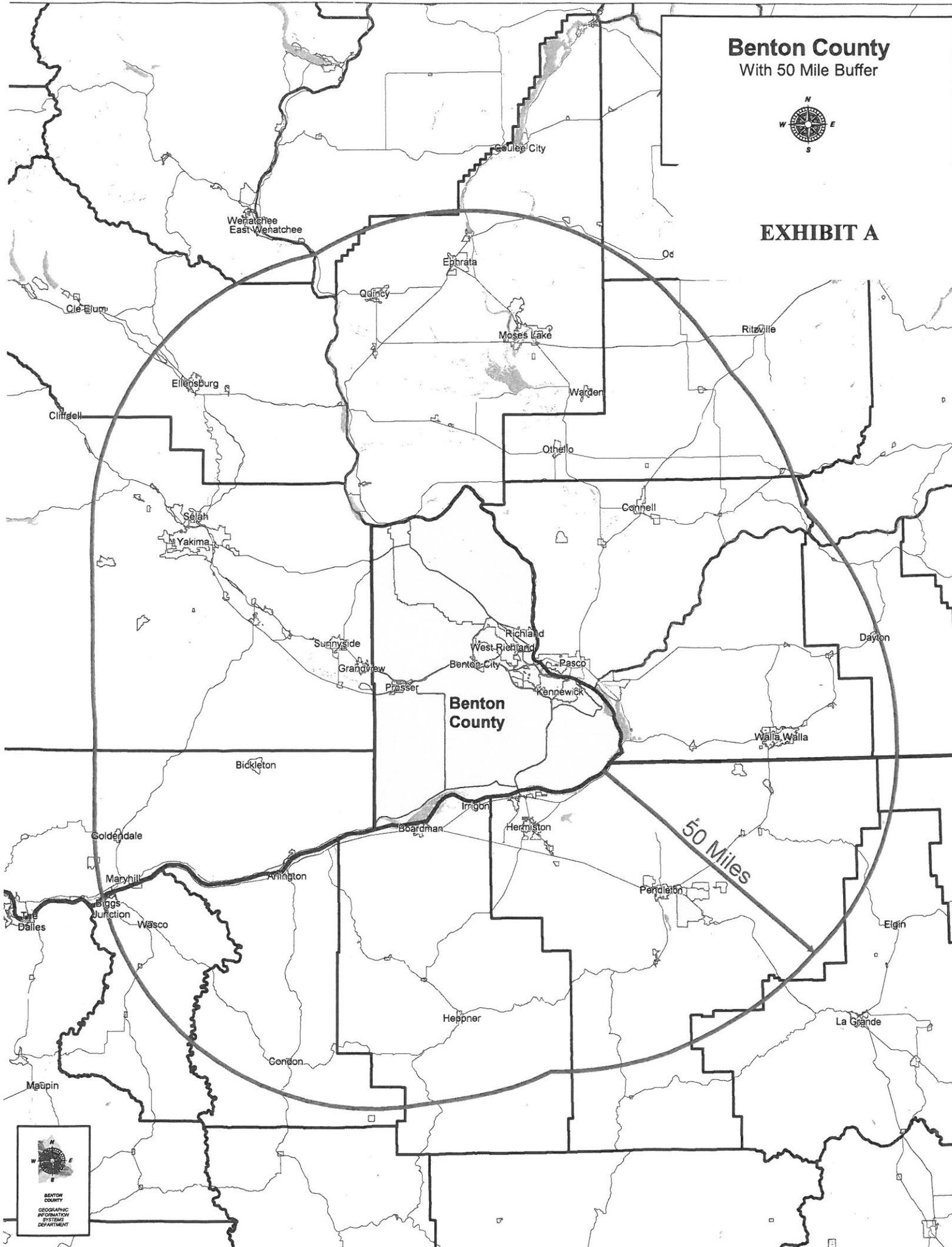
1.12 ELECTED OFFICIALS OR EMPLOYEES WHO SERVE ON OTHER NON-COUNTY BOARDS

Departments shall reimburse Elected Officials or County employees for travel expenses, including lodging, meals and incidentals, at the rates established in this policy when traveling on non-County board's official business unless the board they serve on pays those expenses.

Benton County With 50 Mile Buffer



EXHIBIT A



RESOLUTION

86 104

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY RE: POLICY REGARDING PERSONAL USE OF COUNTY-OWNED VEHICLES BY COUNTY EMPLOYEES

EXHIBIT B

WHEREAS, the Internal Revenue Service regulations concerning personal use of employer-provided vehicles have been issued pursuant to certain provisions of the Tax Reform Act of 1984; and,

WHEREAS, these regulations make provision for the establishment of employer policies limiting the use of vehicles for personal purposes for other than de minimus and commuting use in order to allow for the utilization of the special rule for valuing the commuting use of an employer-provided vehicle for non-control employees; NOW, THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners that it shall be the policy of Benton County to prohibit the use of county vehicles for personal use by county employees except for commuting by employees with assigned vehicles and for other de minimus personal use as provided for in the Internal Revenue Service regulations; and,

BE IT FURTHER RESOLVED that it shall be the policy of Benton County to require all employees utilizing county-owned vehicles for commuting purposes to report such personal use in conformance with the Internal Revenue Service regulations at such intervals as may be required by the county as employer.

Dated this 31 st day of March, 19 86

W.H. Sebers
Chairman of the Board.
[Signature]
Member.
Rogers
Member.

Attest: Blennette Evans
Clerk of the Board

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

KELLY/HILEMAN

PERFECT PRINTING, PROSSER

cc: file; all departments

Bobbie Gagner
BENTON COUNTY AUDITOR
P.O. BOX 470

PROSSER, WASHINGTON 99350-0470
PHONE 786-5620 or TRI-CITIES 783-1310

August 5, 1988

TO: All Elected Officials & Appointed Department Directors

FROM: Bobbie Gagner, Auditor *Bobbie*

RE: USE OF COUNTY OWNED VEHICLES

Attached is the copy of a letter I received from the Employment Security Department following an audit completed in my office on July 29, 1988.

The fourth paragraph addresses the use of county owned vehicles. All elected officials and appointed department directors must report the use of their vehicles on the payroll. I cannot release the paycheck if vehicle use is not figured into gross pay.

Also attached is a copy outlining other ways to report the use of the vehicles. As you can see the Employment Security Department is suggesting the use of \$3.00 per day.

Please let me know if I can be of any assistance in this matter.

attachments

ACCOUNTING
786-5620

ELECTIONS
786-5618

LICENSING
786-5614

RECORDING
786-5616



STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT

Olympia, Washington 98504

August 02, 1988

OASI Section
69-0910721

Benton County
David Sparks, Chief Financial Office
P. O. Box 470
Prosser, WA 99350

The recent audit of the Benton County payroll records was to determine that OASI wages are being reported in accordance with state and federal law.

Examination of the County's records disclosed that wages were not reported correctly in 1985 and 1986.

Determination of employee wages verses self-employment is based on the common-law definition of master-servant relationship which stipulates that the employer reserves the right to direct and control the details of the work, whether or not he exercises it. It appears that the county juvenile department has executed Personal Services contracts in error. Even though the number of hours worked varies the county does reserve the right to direct and control their work and they are therefore employees. Boat Patrol employees would not qualify for full social security coverage but, beginning April 1, 1986 these employee wages are reportable for medicare coverage.

Enclosed is an excerpt from the Social Security Administrator's Handbook relative to the use of employees-owned vehicles. All personal and/or commuting use of these vehicles by employees must be reported to both the Internal Revenue Service and the Social Security Administration. Since no records have been maintained for prior years, we recommend that the flat \$3.00 rate be used. If your Commissioners and other users of County vehicles wish, they may use one of the other methods outlined by the Internal Revenue Service if they can provide adequate documentation.

The County has what is known as Retirement System Coverage. If a position is eligible for retirement coverage then all occupants including, permanent, part-time and temporary, have OASI coverage. If the job description of a position excludes it from retirement coverage, then no occupants have OASI coverage.

Benton County Auditor
August 02, 1988

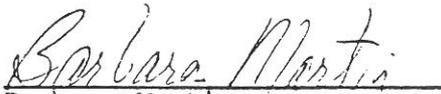
Page Two

All of these corrections for 1985 and 1986 must be made on the W2c forms left with you and mailed to this office. Corrections for 1987 and subsequent years are reported to the Internal Revenue Service.

When we have received the forms and the contributions and consider this audit closed.

Thank you for your help and cooperation during the audit. If you have any questions, please do not hesitate to contact us at (206) 753-5178.

Clem Miyaya
OASI Administrator


Barbara Martin
OASI Tax Specialist III

cc: Bobbie Gagner
Benton County Auditor

BM:tp

Employer-Provided Road Vehicles

This is probably the most prevalent fringe benefit for public employees. The value of employer-provided vehicles used by State and local employees for commuting and personal use must be included in wages for Social Security purposes. The term "road vehicle" means any motorized wheeled vehicle manufactured primarily for use on public streets, roads, and highways.

1. Personal Use--The fair market value (usually the daily or annual lease value) of the vehicle usage for personal reasons is includable in wages. The employer may determine the value as if the entire usage of the vehicle is personal in which case the employee may calculate the portion that is for business use and deduct that amount on Form 1040, Individual Income Tax Return. Generally, State and local employees are prohibited from the personal use of employer-provided vehicles so we do not expect this to be a prevalent fringe benefit for State and local employees. Questions regarding the computation of the personal use of employer-provided vehicles should be directed to the Office of Retirement and Survivors Insurance, State and Local Branch, (301) 597-2088.
2. Commuting--Based on discussions with IRS, we define "commuting" as taking an employer-provided vehicle to or from a work site and the employee's residence. The value of the vehicle to be included in wages will be either the fair market value of vehicle use, or a flat rate of \$3.00 a day if the criteria listed below are met.
 - a. The employer requires the employee to commute in the vehicle for bona fide noncompensatory business reasons. Examples of acceptable reasons include lack of space to store the vehicle, the expectation that the employee will respond to emergency calls from his/her residence, security reasons, etc.
 - b. Use of the vehicle for personal purposes other than commuting and de minimis (e.g., stopping for a loaf of bread on the way home) is prohibited.
 - c. The vehicle is used in the employer's business and, except for de minimis, the employee does not use the vehicle for any personal purpose other than commuting.
 - d. The employee is not a public officer as defined in the Handbook for State Social Security Administrators, Section 263.14.

If the flat rate is used, the employer is not required to keep records on the use of the vehicle. (The value of employer-provided gasoline, oil, etc. for the vehicles is included in the \$3.00.)