

November 30, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
November 23, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
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; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; District Court Judge Terry Tanner; Steve Becken, Norm Childress, and Malcolm Bowie, Public Works; Dixie Jameson and Jacki Lahtinen, District Court; Clerk Josie Delvin and Jacki Hill; Deputy Auditor Brenda Chilton; Rosie Sparks, Auditor's Office; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Mike Shuttleworth, Planning; DPA Ryan Brown; Steve Brown, Building Department; Marianne Ophardt, WSU Extension.

Approval of Minutes

The Minutes of November 16, 2009 were approved as corrected.

Consent Agenda

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

Auditor

- a. Line Item Transfer, Fund No. 0000-101, Dept. 102

Commissioners

- b. Line Item Transfer, Fund No. 0000-101, Dept. 115
- c. Appointment of C Gray to Benton County Mosquito Control District

District Court

- d. Line Item Transfer, Fund No. 0000-101, Dept. 111

Fairgrounds

- e. Lease Agreement w/Benton-Franklin Marine Corps League, Toys for Tots

Juvenile

- f. Interagency Agreement, #IAA10160, w/State of WA, Administrative Office of the Courts

Office of Public Defense

- g. Line Item Transfer, Fund No. 0000-101, Dept. 136

Parks

- h. Purchase of Debris Blower Attachment

Personnel

- i. Line Item Transfer, Fund No. 0504-101, Dept. 000

Planning

- j. Travel Expense Reimbursements

Public Works

- k. Authorization for Public Hearing on Application for a Franchise by Benton Irrigation District

Sheriff

- l. Contract Amendment for Department of Corrections Jail Usage

- m. Surplus of Personal Property / Retirement of K-9

- n. Line Item Transfer, Fund No. 0000101, Dept. 121

Treasurer

- o. Lease / Purchase Agreement for Copiers from Konica from State Contract

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

Public Hearing – Adoption of 2010 Budget

Linda Ivey presented final resolutions for adoption of the 2010 budget.

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

MOTION: Commissioner Bowman moved to approve the resolution making a declaration of substantial need or purposes of setting the limit factor for the regular property tax levy for 2010. Commissioner Beaver seconded and upon vote, the motion was approved.

MOTION: Commissioner Beaver moved to approve the resolution making a declaration of substantial need or purposes of setting the limit factor for the county road levy for 2010. Commissioner Bowman seconded and upon vote, the motion was approved.

MOTION: Commissioner Bowman moved to approve the resolution certifying the current expense levy for 2010 collection. Commissioner Beaver seconded and upon vote, the motion was approved.

MOTION: Commissioner Beaver moved to approve the resolution certifying budgeted taxes for collection in year 2010 for Benton County. Commissioner Bowman seconded and upon vote, the motion was approved.

MOTION: Commissioner Bowman moved to approve the resolution certifying the county road levy for 2010 collection. Commissioner Beaver seconded and upon vote, the motion was approved.

MOTION: Commissioner Beaver moved to approve the resolution adopting the final 2010 Benton County budget. Commissioner Bowman seconded and upon vote, the Board approved the following:

Total Current Expense Revenues	\$ 51,854,063
Total Current Expense Expenditures	\$ 51,666,816
To Balance	\$ (187,247)
Total Road Fund Revenues	\$ 17,159,281
Total Road Fund Expenditures	\$ 19,839,283
To Balance	\$ 2,680,002
Total Other Funds Revenues	\$ 52,951,015
Total Other Funds Expenditures	\$ 71,819,376
To Balance	\$ 18,868,361
Total Revenues	\$121,964,359
Total Expenditures	\$143,325,475
To Balance	\$ 21,361,116

The Board briefly recessed, reconvening at 9:35 a.m.

Report on Roza Intersection Safety Study

Mike Murray, Ross Kelly, and Don Sims, HDR Engineering, Inc. gave a Powerpoint presentation on the Roza Safety Study and briefly discussed the following:

- Process: public meetings; interviews; citizens advisory committee; collection and analysis data (crash reports, road inventories, traffic counts); field interviews
- Public meetings: areas of concern; crashes by location and type and identify intersections and road sections of concern
- Total crashes, people injured, and total deaths (significant area of fatalities in the Roza area)
- Major problem is people not stopping and passing intersections (intersection awareness)
- Statistics: crash rates and associated fatality rates (in line with state, average for similar types) however, significant fatality rate (up to 10-times higher than state average)
- Mitigation options: oversize stop signs; advance warning signs; pavement markings; rumble strips (raised or grooved); all-way stops; flashing beacons; splitter islands; intersection illumination
- Recommendations based on rating criteria
- Funding Options: state funding (county road administration board); public works trust fund; Washington Traffic Safety Commission (Target Zero and Corridor Safety Program); Federal Funding – High Risk Rural Road Program; Highway Safety Improvement Program

Public Comment

Jim Willard said he really appreciated what had been done, believed it was a good study, and requested the Board to accept the recommendations and move forward with implementation.

Gayle Wheeler asked the County to consider rumble strips in the interim at an intersection that was being constructed.

Bill denHoed thanked the Board for the study, said he believed the money required was reasonable, and urged the Board to start implementation.

Mike Hogue said he felt a lot was accomplished in a short amount of time and thanked everyone.

Norm Childress said Public Work anticipated work to be done and it was included in the budget to begin the process and he asked for endorsement of the study. He added that the study was a start point because it focused on only 20 intersections and they would be doing an exhaustive research on funding opportunities.

Chairman Benitz asked about putting in rumble strips on the OIE/Johnson construction and Mr. Becken said they were looking at that right now.

MOTION: Commissioner Beaver moved to accept the report and mitigation option recommendations and move forward with the implementation plan as presented. Commissioner Bowman seconded.

Discussion

Commissioner Bowman said the Board might be able to use the recommendations in other areas in the County as well. Chairman Benitz said he was in favor of moving forward. Commissioner Beaver said he was hopeful the Roza area could be a model of how to solve this kind of problem.

Upon vote, the motion carried.

Building Fee Increase – Workshop

Steve Brown presented increases to the building permit fees and requested the Board approve the increases as submitted. Additionally, he discussed some additional savings in the Department that would take effect in 2010.

Commissioner Bowman asked if these proposed increases and savings were factored into the budget. Mr. Sparks said they were not, however, the Building Department would now be able to fully function without a mid-year restructuring.

MOTION: Commissioner Bowman moved to approve the building permit fees increases as proposed and move forward with the public meeting. Commissioner Beaver seconded and upon vote, the motion carried.

Other Business

WSU Benton County Extension Update

Marianne Ophardt stated that Jean Smith would be retiring effective December 31, 2009 (after 29 ½ years of service). She said they would be advertising for her position and asked the Board if a member wanted to sit on the search committee. Chairman Benitz said that he would.

WSAC Conference

Commissioner Bowman reported on his attendance at the WSAC conference and provided written information on bylaws, the legislative agenda and discussed U.S. Communities' implementation of a personal insurance program that would be available to county employees.

County Claims

CC 09-25: Received on November 23, 2009 from BNSF Railway

Vouchers

Check Date: 11/16/2009
Taxes #: 10109115-10109116
Total all funds: \$35,535.59

Check Date: 11/16/2009
Warrant #: 226033-226263
Total all funds: \$110,671.88

Check Date: 11/20/2009
Warrant #: 938138-938368
Total all funds: \$477,567.30

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

Resolutions

- 09-758 Line Item Transfer, Fund No. 0000-101, Dept. 102
- 09-759 Line Item Transfer, Fund No. 0000-101, Dept. 115
- 09-760 Appointment of C Gray to Benton County Mosquito Control District
- 09-761 Line Item Transfer, Fund No. 0000-101, Dept. 111
- 09-762 Lease Agreement w/Benton-Franklin Marine Corps League, Toys for Tots
- 09-763 Interagency Agreement, #IAA10160, w/State of WA, Administrative Office of the Courts
- 09-764 Line Item Transfer, Fund No. 0000-101, Dept. 136
- 09-765 Purchase of Debris Blower Attachment
- 09-766 Line Item Transfer, Fund No. 0504-101, Dept. 000

- 09-767 Authorization for Public Hearing on Application for a Franchise by Benton Irrigation District
- 09-768 Contract Amendment for Department of Corrections Jail Usage
- 09-769 Surplus of Personal Property / Retirement of K-9
- 09-770 Line Item Transfer, Fund No. 0000101, Dept. 121
- 09-771 Lease / Purchase Agreement for Copiers from Konica from State Contract
- 09-772 Declaration of Substantial Need or Purpose of Setting the Limit Factor for the Regular Property Tax Levy
- 09-773 Declaration of Substantial Need or Purpose of Setting the Limit Factor for the County Road Levy
- 09-774 Certifying the Current Expense Levy for 2010 Collection
- 09-775 Certifying Budgeted Taxes for Collection in Year 2010 for Benton County
- 09-776 Certifying the County Road Levy for 2010 Collection
- 09-777 Adoption of the Final 2010 Benton County Budgets

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

Clerk of the Board

Chairman

A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 103

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

Dated this day of, 20

_____ Chairman of the Board

_____ Chairman Pro Tem

_____ Member

Attest: Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

EXHIBIT A

**BENTON COUNTY
LINE ITEM TRANSFERS**

Resolution No. _____

DEPARTMENT: Board of Equalization

DEPARTMENT NO. 103

FUND NAME: Current Expense

FUND NO. 0000-101

TRANSFER FROM: _____

TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM 4 digit	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.240	1190	Secretary	\$800-	514.240	4301	Travel	\$800-
514.240	1190	Secretary	\$200-	514.240	1188	Director	\$200-
514.240	4801	Repair ^{office} maintenance	\$400-	514.240	1188	Director	\$400-

EXPLANATION: due to a high volume of appeals this board year these funds need to be transferred.

Prepared by: Peggy Brown

Date 11-24-09

Approved

Denied

Date _____

Chairman

Chairman Pro Tem

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>11/23/09</u> Subject: <u>Xerox</u> <u>WorkCentre 20I</u> Prepared by: <u>cmb</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop 

BACKGROUND INFORMATION

Benton County Fairgrounds Office's lease on the Xerox Document Copy Centre C20 expired in July 2009. The Benton County Fairgrounds Office looked at several replacement options and found that the Xerox WorkCentre 20I Copier/Printer/Scan/Fax best suits the needs of the Fairgrounds Office, (Exhibit A). This would eliminate the costly need to supply (3) three different types of carbon/ribbon cartridges required by each current office support equipment: Fax, Printer, Copier. The contract includes all supplies (except paper and staples), parts, labor, service, installation and removal, software fixes/patches, and software upgrades. This copier is covered under State Contract #03706 (Exhibit B) with regards to pricing and conditions. Attached for the Board's review is the Purchase Agreement (Attachment 1), which needs to be signed by the Board of County Commissioners and the Current State Contract #03706 (Exhibit B). Jonathan Young from the Prosecuting Attorney's Office wrote the Purchase Agreement (Attachment 1) and has reviewed State Contract #03706 (Exhibit B).

RECOMMENDATION

It is the recommendation of The Deputy County Administrator and Fairgrounds Office Manager that the Board of County Commissioners sign the Purchase Agreement (Attachment 1) and the attached resolution.

RESOLUTION

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

**IN THE MATTER OF LEASING A WORKCENTRE 20I
COPIER/FAX/SCAN/PRINTER FROM XEROX FOR THE BENTON COUNTY
FAIRGROUNDS OFFICE**

WHEREAS, the Benton County Fairgrounds Office would like to enter into a 36 month lease option with Xerox (Exhibit A) for the leasing of a WorkCentre 20I Copier in December 2009, as the current lease has expired; and

WHEREAS, the Board of County Commissioners will need to approve and sign the Purchase Agreement (Attachment 1). Attached to the Purchase Agreement (Attachment 1) is a copy of the State Contract #03706 (Exhibit B) that outlines Special Terms and Conditions of the State Contract with Xerox Model WorkCentre 20I Copier and the fees to be charged to the Benton County Fairgrounds for the lease of the copier; and

WHEREAS, the monthly maintenance and lease agreement amount will \$51.92 including all supplies, except paper and staples; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Office Manager reviewed the lease/purchase agreement for completeness and recommends the Board of County Commissioners sign the Purchase Agreement (Attachment 1); and

WHEREAS, Xerox is a vendor under the State contract #3706 (Exhibit A); **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners is authorized to sign the Purchase Agreement (Attachment 1); and

BE IT FURTHER RESOLVED, the Washington State Contract No. 03706 (Exhibit B) expires April 1, 2011.

Dated this _____ day of _____ 2008.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original - Fairgrounds, Xerox
cc: Auditor; File

Lease Agreement



Customer: **BENTON COUNTY**
 Bill To: **FAIGROUNDS**
 Admin Bldg#20
 1500 S Oak St
 Kennewick, WA 99337-6011
 Tax ID#: 916001296
 Negotiated Contract : 072307100

Customer: **BENTON COUNTY**
 Install: **FAIGROUNDS**
 Admin Bldg#20
 1500 S Oak St
 Kennewick, WA 99337-6011



Photo for Display Only

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WCM201	(22PPM COP/PR/SCAN/FX) - Cabinet Stand - 2nd Paper Tray - Carrier Deliv/instal	Lease Term: 36 months Purchase Option: FMV	- Xerox CC20 S/N RYR376657 Trade-In as of Payment 41	11/30/2009

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WCM201	\$51.92	1: Total	All Prints	\$0.0170	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$51.92	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Held Larsen (509)736-0844 For information on your Xerox Account, go to www.xerox.com/AccountManagement		
Signer: Max Benitz	Phone: (509)586-9211 x200			
Signature: _____	Date: _____			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

State of Washington

Current Contract Information

Effective Date: Wednesday, October 21, 2009

Contract Number:	03706 (Replaces 05899 and 07903)		Commodity Code:	3611
Contract Title:	Multifunctional Document Devices, Standalone and Networked			
Purpose:	<p>Updated new ColorQube (solid ink) and updated products for Xerox, Sharp, Ricoh and repaired links for Konica and IKON; Contract extended with Xerox, Ricoh, Konica Minolta and Sharp for 24 months. IKON operates as an authorized dealer for Ricoh on the contract. The Contract Scope was clarified as follows:</p> <p>"The section 1.4 Contract Scope is clarified by adding the following as paragraph 4:</p> <p>"The parties [General Administration & Vendors] agree to clarify that the Multifunctional Document Devices, Standalone and Networked, Contract #03706 governs only the sales, rentals and leases of equipment. Managed print services are not governed by this contract. Managed print service is defined as: As a service, Managed Print (Services) is a model in which office printing capability is provided at a fixed cost per copy. This is not an equipment-based contract, but rather a service in which the provider is fully responsible for the required printing functionality." See contract administrator if you have any questions about contract purchases or contract terms.</p>			
Term:	April 2, 2009	Through:	April 1, 2011	
For Use By:	<p>All Agencies, Departments and Institutions of Higher Education (College and Universities, Community and Technical Colleges) of the State of Washington, Political Subdivisions and Qualified Non-profit Organizations that are part of the Washington State Purchasing Cooperative (WSPC) and the Materials Management Center.</p> <p>A list of WSPC members is available on the Internet at: https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv</p>			
Scope of Contract:	This contract is awarded to MULTIPLE contractors.			
Contractors:	<ol style="list-style-type: none"> 1. <u>Konica Minolta Business Solutions USA, Inc.</u> 2. <u>Ricoh Corporation</u> 3. <u>Sharp Electronics Corporation</u> 4. <u>Xerox Corporation</u> 	Page 5 Page 8 Page 11 Page 13		
Related Contracts:	08101 Mail Equipment, 00902 Fax Machines			
Term Worth:	\$45,000,000/2 years			
Current Participation:	\$0 MBE	\$0 WBE	\$45,000,000 OTHER	\$0 EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the number(s) listed below.

Current Contract Information (CCI), Effective Date: July 7, 2009
Contract No. 03706 for Multifunctional Document Devices, Standalone and Networked
Page 2 of 100

Contract Administrator:	Keith Armstrong
Phone Number:	(360) 902-7420
Fax Number:	(360) 586-2426
E-mail:	karmstr@ga.wa.gov

Visit our Internet site at: <http://www.ga.wa.gov/purchase.htm>

CONTRACTOR INFORMATION

Contractor:	Xerox Corporation 1851 E 1 st St, Suite 260 Santa Ana CA 92705-4017	
Contractor Website:	http://www.portal.xerox.com/washington	
Federal Tax Identification No.:	16-0468020	
Contacts:	Contract Administration and Problem Resolution Primary Contact	Contract Administration Alternate Contact
Name:	Michelle Yoshino	Scott Mahaffy
Title:	Account General Manager	Major Account Contract Manager
Telephone:	(714) 262-8854	(714) 565-5225
Fax:	(206) 241-1416	(206) 241-1416
Email:	michelle.yoshino@xerox.com	scott.mahaffy@xerox.com
Contacts:	Product Information, Order Placement and Invoicing Questions	Service Information, Order Placement, Invoicing Questions and Problem Resolution Alternate Contact
Name:	Sally Salzberg	Karl Marsters
Title:	Account Manager	Virtual Sales Executive
Telephone:	(206) 241-1275	(877)395-6320
Fax:	(206) 241-1416	(866) 340-9917
Email:	sally.salzberg@xerox.com	karl.marsters@xerox.com
Name:	Paul Bethune	Hythem El-Masry
Title:	Account Manager	Virtual Sales Executive
Telephone:	(206) 241-1272	(877)395-6317
Fax:	(206) 241-1416	(866) 340-9909
Email:	paul.bethune@xerox.com	hythem.el-masry@xerox.com
Credit Card Acceptance:	American Express, MasterCard, Visa	
Delivery Time:	20 days After Receipt of Order (ARO)	
Payment Terms:	Net 30 days	
Shipping Destination:	Free On Board (FOB) Destination Within the State of Washington	
Freight:	Prepaid and included in unit pricing	

ORDERING ADDRESSES

Purchase/Rental/Lease/Service Orders sent to:	Billing will be from:	Payment sent to:
Xerox Corporation c/o Sally Salzberg 6400 Southcenter Blvd Kwila WA 98188-2547	Xerox Corporation 800 Carillon Pkwy St Petersburg FL 33716-1125	Xerox Corporation PO Box 7405 Pasadena CA 91109-7405

STATEWIDE SUPPORT -- DEALER/DISTRIBUTOR NETWORK

Dealer:	Xerox Corporation 6400 Southcenter Blvd Tukwila WA 98188-2547	Advanced Document Systems 2201 6 th Ave, Suite 101 Seattle WA 98121	American Xerographics 7519 W Kennewick Ave, Suite B Kennewick WA 99336
Telephone:	(206) 241-1275	(206) 632-7007	(509) 736-0844
Fax:	(206) 241-1417	(206) 632-7700	(509) 736-0964
Counties:	Thurston, King, Snohomish, Pierce	King, Snohomish	Benton, Franklin, Walla Walla
Dealer:	Benchmark Office Solutions 717 128 th St SW, Suite A104 Everett WA 98204	Benchmark Document Solutions 201 E Chestnut St Bellingham WA 98225	Northwest Office Solutions 1625 G St Lewiston ID 83501
Telephone:	(425) 353-6763	(360) 676-8406	(208) 743-2473
Fax:	(425) 355-6996	(360) 676-8257	(208) 746-5619
Counties:	Snohomish	Whatcom, Skagit, San Juan, Island	Asotin, Garfield
Dealer:	Everist Office Technology, Inc. 13600 NE 20 th St, Suite D Bellevue WA 98005	Kitsap Xerographix 6148 Eagle Harbor Dr NE Bainbridge Island WA 98110	OfficeTECH, Inc. 6310 E Sprague Ave Spokane Valley WA 99212
Telephone:	(425) 643-0671	(206) 842-4558	(509) 755-8326
Fax:		(206) 842-8283	(509) 777-2185
Counties:	King, Kittitas	Kitsap	Spokane, Ferry, Stevens, Whitman, Pend Oreille
Dealer:	OfficeTECH, Inc. 100 NE 11 th St, Suite A East Wenatchee WA 98802	Yakima Document Solutions 402 W Chestnut Ave Yakima WA 98902	Quality Business Systems, Inc. 6812 185 th Ave NE Redmond WA 98052
Telephone:	(509) 888-2087	(509) 453-1212	(800) 831-5858 / (425) 885-5858
Fax:	(509) 888-2089	(509) 453-2333	(425) 867-1161
Counties:	Chelan, Douglas, Grant, Okanogan, Lincoln, Adams	Yakima, Kittitas	King, Pierce, Snohomish, Thurston, Kitsap, Whatcom, Skagit, Lewis, Mason
Dealer:	Pinnell, Inc. 3901 Kern Way Yakima WA 98902	Copytronix, Inc. 16655 SW 72 nd Ave, Suite 800 Portland OR 97224	
Telephone:	(509) 452-9117	(503) 620-0202	
Fax:	(509) 453-5913	(503) 620-1730	
Counties:	Kittitas, Grant, Lincoln, Spokane, Adams, Franklin, Walla Walla, Benton, Yakima, Klickitat	Pacific, Cowlitz, Skamania, Wahkiakum	

CATEGORY 2 Monochrome (only) Standalone and Networked Devices – Copy Speed: 20-29 cpm

Xerox Corporation

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Xerox	WorkCentre M20	22	20,000
Xerox	WorkCentre M20i	22	20,000

Click here for [Pricing Information](#).

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 2 machines, Copy Speed: 20-29 cpm \$0.017/copy for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

LEASE/PURCHASE AGREEMENT

Benton County, Washington

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

COUNTY RESOLUTION No. _____

This order number must appear on all Invoices, packing slips, packages, correspondence, etc.

VENDOR: XEROX
 VENDOR CODE: TAX ID # 16-0468020
 VENDOR CONTACT: MICHELLE YOSHINO
 VENDOR CONTACT PHONE: 714-262-8854
 VENDOR PRINCIPAL PLACE OF BUSINESS: 1851 EAST 1ST SUITE 260
 SANTA ANA, CA 92705

AGREEMENT:
 In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described.

SHIP TO:
 BENTON COUNTY FAIRGROUNDS
 1500 S OAK ST BLDG 20
 KENNEWICK, WA 99337

BILL TO:
 BENTON COUNTY FAIRGROUNDS
 1500 S OAK ST BLDG 20
 KENNEWICK, WA 99337

P.O. DATE: _____

Delivery Date: _____

Line	Model	Description	Est Qty	Unit Price	Total Price
1	WCM201	COPIER/PRINTER/SCAN/FAX	1	51.92	1869.12
		CABINET STAND, 2 ND PAPER TRAY			
		CARRIER DELIVERY INSTALL			
		PER PRINT RATE .017/CO			
		TRADE XEROX IN RYR376657			
		FINAL PAYMENT #41			
		REQUESTED INSTALL DATE 12/15/09 12/13/09			

The term of this Agreement shall be 36 months:
 Beg: 12 / 15 / 2009 through: 12 / 15 / 2012 exp.
 time:

SUB TOTAL = 1869.12
 8.6% SALES TAX = 160.74
 TOTAL ORDER = 2029.86

This purchase agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A).

Vendor's signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
 1. The State of Washington Contract No. 03706
 2. This Purchase Agreement.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Dept. Director: CAROLINE BOWEN

Title: OFFICE MANAGER

Address: 1500 S OAK ST BLDG 20
 KENNEWICK, WA 99337

Phone: (509)586-9211 EXT 200

Fax: (509) 582-1894

Approved as to Form
(Deputy Prosecutor):

K. Young

Vendor Name (Print): Michelle Yoshino Title: AGM Date: 11/19/09

Vendor Signature: M Yoshino

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

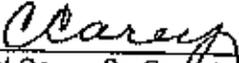
Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPYC

DATE: November 16, 2009	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Substance Abuse Treatment Services Agreement with Educational Service District 123	
ACTION(S) REQUESTED: Approve on Consent Agenda	
BACKGROUND: The Department of Human Services contracts with several agencies for substance abuse treatment for low income and Title XIX (coupon) clients within Benton and Franklin Counties. The ESD 123 is a subcontractor agency.	
COORDINATION: The Benton and Franklin Counties' Prosecuting Attorney's Office have reviewed this agreement and approved as to form. The Director of Human Services and program specialists have reviewed and approved the format and legal areas of the agreement.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to approve this agreement by their signatures on the agreement.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Resolution2. Three original agreements for signature3. Copies of Cover Sheet and Resolution.	

I certify the above information is accurate and complete.



Carol Carey, Sr. Secretary

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTION OF AN AGREEMENT FOR PROVIDING SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN EDUCATIONAL SERVICE DISTRICT 123 AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, AGREEMENT #09/11-SA-ESD-00

WHEREAS, the Department of Human Services would like to contract with Educational Service District 123 to provide substance abuse treatment to low income and Title XIX clients for the 2009-11 biennium; and

WHEREAS, the maximum consideration of the funding is fee for services provided.

WHEREAS, the agreement is effective October 1, 2009 through June 30, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED that the Chairmen are hereby authorized to sign agreement #09/11 SA-ESD-00 on behalf of the Boards of Benton and Franklin County Commissioners.

Dated this day of, 2009.

Chair

Chair

Chair Pro-Tem

Chair Pro-Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services; Benton County; Franklin County

Carey

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPY

DATE: November 18, 2009	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Substance Abuse Treatment Services Amendment with Educational Service District 123, #07/09-PREV-ESD-2	
ACTION(S) REQUESTED: Approve on Consent Agenda	
BACKGROUND: The Department of Human Services contracts with several agencies for substance abuse prevention treatment for low income and Title XIX (coupon) youth within Benton and Franklin Counties. The ESD 123 is a subcontractor agency. This amendment adds funding and provisions to incorporate two additional programs to Agreement #07/09-PREV-ESD.	
COORDINATION: The Benton and Franklin Counties' Prosecuting Attorney's Office have reviewed this agreement and approved as to form. The Director of Human Services and program specialists have reviewed and approved the format and legal areas of the agreement.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to approve this agreement by their signatures on the agreement.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Resolution2. Three original amendments for signature3. Copies of Cover Sheet and Resolution.	

I certify the above information is accurate and complete.

Carol Carey, Sr. Secretary

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF EXECUTION OF AMENDMENT #07/09-SA-ESD-02 BETWEEN EDUCATIONAL SERVICE DISTRICT 123 AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to add funding and provisions for two new prevention programs; and

WHEREAS, the consideration of the Amendment is \$65,496.00, and

WHEREAS, the Agreement is effective July 1, 2007 and remains effective until June 30, 2009, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #07/09-SA-ESD-02 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this ... day of, 2009

Dated this ... day of, 2009

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

originals: Franklin County Commissioners, Human Services

Carey

Benton and Franklin Counties

COPY

**Board of Commissioners
Agenda Summary Report**

DATE: November 18, 2009	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Re-appointments to the Developmental Disabilities Advisory Board	
ACTION(S) REQUESTED: Approve on Consent Agenda	
BACKGROUND: A Joint Resolution was signed by Benton County on October 10, 2005, #05-634 and by Franklin County on September 21, 2005 #2005-391, re-creating the Benton-Franklin Counties' Developmental Disabilities Advisory Board. Each term is for three years. Kris Call, Melanie Olson and Linda Schroeder has demonstrated willingness to serve for another three year term to end on December 31, 2012.	
COORDINATION: Carrie Bayha, Developmental Disabilities Program Specialist and Carrie Hule-Pascua, the Director of Human Services have discussed the re-appointments and have agreed they are in the best interest of the Advisory Board.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to approve these re-appointments by their signatures on the agreement.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Resolution (3)2. Copies of Cover Sheet and Resolution.	

I certify the above information is accurate and complete.


Carol Carey, Sr. Secretary

JOINT RESOLUTION

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

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

IN THE MATTER OF APPOINTMENTS TO THE DEVELOPMENTAL DISABILITIES ADVISORY
BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on October 10, 2005, #05-634,
and by Franklin County on September 21, 2005, #2005-391, re-creating the Benton-Franklin
Counties' Developmental Disabilities Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by
the Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, there are three members that need to be re-appointed for a three year term, and

WHEREAS, Kris Call, Melanie Olson and Linda Schroeder have demonstrated interest and
indicated willingness to accept re-appointment to the Developmental Disabilities Advisory Board,
NOW THEREFORE,

BE IT RESOLVED that Kris Call, _____, Melanie Olson,
_____ and Linda Schroeder,
_____ be hereby re-appointed to the Benton-Franklin Developmental
Disabilities Advisory Board to fill terms of appointment which will expire on December 31, 2012.

DATED: _____

DATED: _____

Chair

Chair

Member

Member

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

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

Attest: _____

Attest: _____

Clerk of the Board
Originals: Benton & Franklin County Commissioners
Human Services

Clerk of the Board
Carey

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 11-30-09 F/C 12-07-09		
SUBJECT: Signature on Contract Amendment with ARAMARK Correctional Services		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center a current contract with ARAMARK Correctional Services for detention food services. Under Section 2 (Duration of Contract) of the current contract, a request for proposal for Detention Food Services was let and closed in June 2009. A new contract with the selected vendor is being negotiated. The current ARAMARK contract amendment, which expires October 31, 2009, needs to be extended until December 31, 2009 to accommodate this process. This amendment is to extend the term of the original contract to December 31, 2009.

SUMMARY

ARAMARK continues to provide for food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit and agrees to this extension.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Food Services Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and ARAMARK Correctional Services, as written.

FISCAL IMPACT

The food service rates are included in Juvenile's 2009 approved budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Food Services Contract Amendment between ARAMARK Correctional Services and the Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FOOD SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Food Service Contract Amendment, extending the existing contract to December 31, 2009, between ARAMARK Correctional Services and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing October 31, 2009 and terminating on December 31, 2009, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

**DATED this 30th day of November 2009
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 7th day of December 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS**

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

FOOD SERVICE CONTRACT AMENDMENT

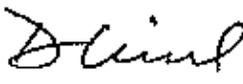
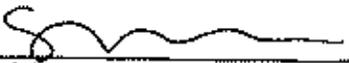
This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and ARAMARK Correctional Services, LLC., with its principal offices located at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 06 477 and executed on August 28, 2006, and Franklin County Resolution No. 2006 428 and executed on August 30, 2006 (the "Contract"), the parties agree to amend the Contract as follows:

1. In accordance with Section 2 of the Contract ("Duration of Contract"), as amended by the Contract Amendment numbered as Benton County Resolution No. 09 698 and executed on October 26, 2009 and Franklin County Resolution No. 2009 441 and executed on November 2, 2009, the parties agree to extend the Contract for an additional two-month period, from October 31, 2009, to December 31, 2009.
2. In accordance with paragraph 5.H. of the Contract, as amended by the Contract Amendment numbered as Benton County Resolution No. 09 698 and executed on October 26, 2009 and Franklin County Resolution No. 2009 441 and executed on November 2, 2009, the parties agree the new price per meal charged to the Counties by Contractor is set forth in Attachment A to this Contract Amendment and are incorporated herein by reference. These prices shall be effective as of October 31, 2009 and shall remain firm through December 31, 2009.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties. .

ARAMARK Correctional Services, LLC. ARAMARK Tower 1101 Market Street Philadelphia, PA 19107	Benton Franklin Counties Juvenile Justice Center 5608 W Canal PL STE 106 Kennewick WA 99336-1388
 11/18/09	 11/15/09
David Kimmel, Vice President, Finance Date	Sharon A. Paradis Date
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p>  11/19/09 Sarah Perry, Deputy Prosecuting Attorney Date	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Max E. Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>
<p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p>By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

ATTACHMENT A

Benton-Franklin Counties Juvenile Justice Center

October 31, 2009 – December 31, 2009

<u>Average Population</u>	<u>Meal Price without Sales Tax</u>	<u>Meal Price with Sales Tax (Tax Rate is 8.3%)</u>
1 – 39	\$ 4.308	\$ 4.666
40 – 49	\$ 3.468	\$ 3.756
50 – 59	\$ 3.347	\$ 3.625
60 – 70	\$ 3.292	\$ 3.566

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract <u>XX</u>	Consent Agenda <u>XX</u>
MEETING DATE: B/C 11-30-09 B/C 12-07-09	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Personal Services Contract with Perfect Circle Construction	Pass Ordinance	1st Discussion
Prepared By: Donna A. Lee	Pass Motion	2nd Discussion
Reviewed By: Sharon A. Paradis	Other	Other

BACKGROUND INFORMATION

The roof on the storage building located at the northwest corner of the rear employee parking lot at the Benton-Franklin Counties Juvenile Justice Center has holes in the roof that are allowing precipitation into the building. This building is used to store work crew equipment and tools as well as tools and equipment for the facilities maintenance crew.

SUMMARY

Request for Bids were sent out and Perfect Circle Construction was deemed to be the best candidate to re-roof the storage building.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Juvenile Justice Center and Perfect Circle Construction to re-roof the storage building located at the northwest corner of the rear employee parking lot at the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The amount is \$3,585.00, not including Washington State Sales Tax.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and Perfect Circle Construction to provide materials and labor to re-roof the storage building located at the Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICE CONTRACT BETWEEN THE BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND PERFECT CIRCLE CONSTRUCTION, INC and

WHEREAS, the Benton Franklin Counties Juvenile Justice Center has solicited quotes per Resolution 05-765, from all general contractors on the Benton County Small Works Roster, and;

WHEREAS, the Benton Franklin Counties Juvenile Justice Center received a quote from Perfect Circle Construction, Inc, Kennewick, Washington on 10/02/2009 in the amount of \$3,585.00, exclusive of WSST, and;

WHEREAS, the Benton Franklin Counties Juvenile Justice Center Administrative Services Manager has reviewed the quote for correctness and recommends Perfect Circle Construction, Inc as the most appropriate responsive vendor equipped to perform the repairs per contract specifications.

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton Franklin Counties Juvenile Justice Center that the Personal Service Contract between Perfect Circle Construction, Inc and Benton Franklin Counties Juvenile Justice Center be approved as presented; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 30th day of November 2009

DATED this 7th day of December 2009

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

STANDARD SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND PERFECT CIRCLE CONSTRUCTION, INC.

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 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and Perfect Circle Construction, Inc., with its principal offices at 6320 West Clearwater Avenue, Kennewick, WA 99336 (hereinafter "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and following attached exhibits, which are incorporated by reference:

- A. Exhibit A – Bid Proposal Dated October 2, 2009;
- B. Exhibit B – Washington State Prevailing Wage Rates For Public Works Contracts – Benton County – Effective 09-02-2009;
- C. Exhibit C – Statement of Intent to Pay Prevailing Wages (Sample Form) and Addendum B;
- D. Exhibit D – Affidavit of Wages Paid & Addendum B (Sample Form).

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by authorized representatives of both parties, and shall be substantially complete within 120 days of execution.

3. SERVICES PROVIDED

The Counties require and the Contractor agrees to perform the following services:

- A. The Contractor shall provide a 5-year labor guarantee and 12-year material guarantee.
- B. The Contractor agrees to remove existing materials that cover the exterior of the roof and haul away and dispose of at no additional expense to Counties all such materials and debris removed inclusive of shingles, tar paper, adhesives, nails, staples, edge metal and other materials that cover the exterior of the roof on the storage building located adjacent to the Benton-Franklin Juvenile Justice Center at the northwest corner of the rear employee parking lot.
- C. The Contractor shall install Fiberglass base sheet over the entire roof surface. If there are exposed soffits, nails will be exposed due to code.
- D. The Contractor shall install a layer of S. B. S. Rubber Modified roofing over the entire roof surface.
- E. The Contractor shall install a new edge metal around entire perimeter of roof. Edge metal for flat roofs come in galvanized color only. CDX plywood that is APA rated and twenty-five feet of new, pre-primed fascia will also be installed over the entire roof.
- F. The Contractor shall install a second coat of S. B. S. Rubber Modified over the metal flashing and edge metal.
- G. The Contractor shall install a final coat of fibered aluminum coating over the metal flashing and edge surface.
- H. The Contractor shall be responsible for all permits.
- I. The Contractor's prices shall not include Sales Tax.

4. CONTRACT REPRESENTATIVES

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

- A. For Contractor:
 - John Weese
 - Owner/President
 - 6320 West Clearwater Ave.
 - Kennewick, WA 99336
 - Phone: (509) 735-1178
 - Fax: (509) 735-4695

- B. For Counties:
 - Sharon Paradis
 - Juvenile Court Administrator
 - 5606 W Canal PL STE 106
 - Kennewick, WA 99336
 - Phone: (509) 736-2722
 - Fax: (509) 222-2311

5. **COMPENSATION**

The Contractor shall be paid in accordance with the quotes provided in Exhibit A. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed three thousand five hundred eight five dollars (\$3,585.00), not including Washington State Sales Tax.

6. **INVOICING**

The Contractor may submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date of invoice, less amounts paid on previous invoices. Each invoice shall cover all work performed for the Counties during the billing period. The Contractor shall not be paid for services rendered under this Contract until they have been performed to the Counties' satisfaction. The Counties shall authorize payment when the work billed is accepted by the Counties; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.

7. **DEFECTS**

In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. Compensation may be withheld until the Contractor makes such corrections. All work submitted by the Contractor shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

8. **AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal of this Contract shall be effective, unless set forth in a written Contract Amendment signed by authorized representatives of both parties.

9. **HOLD HARMLESS AND INDEMNIFICATION**

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

Further provided that if liability is caused by or results from the concurrent negligence of a.) Contractor or Contractor's agents or employees, and b.)

Counties or Counties' agents or employees, then the indemnification contemplated in this section shall only apply to the extent of Contractor's negligence.

- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

10. INSURANCE

The Contractor shall obtain and maintain continuously, and annually provide evidence thereof within 10 days of the signing of this contract and thereafter, by the 1st day of January of each contract year:

- A. **Workers Compensation:** Contractor shall comply with all State of Washington Workers Compensation statutes and regulations. Except as prohibited by law, the Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- B. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by the Contractor in fulfilling this Contract. The Contractor shall cause the Counties to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to the Counties. This policy shall be primary to any of the Counties other sources of insurance including self-insurance through a risk pool. The Contractor shall provide certificate of such insurance, including the endorsements specified in this paragraph, to the Counties' representative prior to start of work.

- C. **Automobile Liability:** The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.
- D. **Other Insurance Provisions:**
- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
 - (2) The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
 - (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
 - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
 - (5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (6) All subcontractors shall comply with the same insurance requirements as are required of the Contractor as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the Counties (and all of its elected officials, employees and agents) as well as the Contractor as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the Counties and the Contractor prior to the commencement of any work by the subcontractor.
 - (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (8) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of Contractor may not be written as a "claims made" policy.

- (9) Verification of Coverage and Acceptability of Insurers: All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (10) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within then (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
- (11) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (12) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that Contractor is currently paying workers compensation.
- (13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the Counties at the following address:
- Juvenile Court Administrator
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336
- (14) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County Risk Manager.
- (15) If Contractor is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to Counties. If requested by Counties, contractor must describe its financial condition and the self-insured funding mechanism.

11. PERFORMANCE BOND

The Contractor agrees to furnish the Counties with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

12. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determines, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all actual costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this section shall limit the rights of the Counties pursuant to this Contract or by law.
- B. The Contractor may terminate this Contract in whole or in part whenever the Contractor determines, in its sole discretion, that such termination is in the best interests of the Contractor. The Contractor may terminate this Contract upon giving thirty (30) days written notice by certified mail to the Counties. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this section shall limit the rights of the Counties pursuant to this Contract or by law.
- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representative.
- B. The Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift,

or other consideration contingent upon or resulting from the award or making of this Contract.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

Pursuant to RCW 39.12.030 the Contractor hereby agrees that its laborers, workers, or mechanics in each trade or occupation required for the public work employed in the performance of this Contract shall be paid not less than the hourly minimum prevailing rate of wage per Exhibit B.

Pursuant to RCW 39.12.040, prior to payment by the Counties, the Contractor must submit to the Counties, on behalf of itself and each and every subcontractor, Exhibit C – "Statement of Intent to Pay Prevailing Wages," in a non-sample form, which must be approved by Washington Department of Labor and Industries prior to submission. Following the final acceptance of the project, the Contractor must submit, on behalf of itself and each and every subcontractor, Exhibit D – "Affidavit of Wages Paid" and "Addendum B" in a non-sample form.

15. NONDISCRIMINATION

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. DISPUTES

Disputes over the Contractor's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton or Franklin County, Washington.

17. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

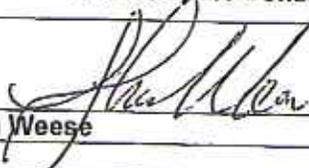
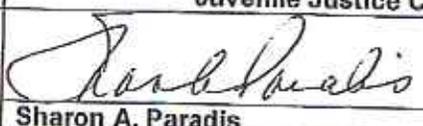
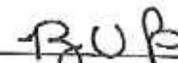
18. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. 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 Contract Representatives Section of this Contract. 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 mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

Perfect Circle Construction, Inc.		Benton Franklin Counties Juvenile Justice Center	
			
John Weese	Date	Sharon A. Paradis	11/17/2009 Date
<p>BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Franklin County</u> Sarah Perry, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Max E. Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>		<p>FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p> 11/13/2009 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>	



Estimate

6320 WEST CLEARWATER AVE.
KENNEWICK, WA 99336
PHONE: 509-735-1178
FAX: 509-735-4695

THE SUN TUNNEL®
SKYLIGHTS
Authorized Dealer
Eight Years Ahead

CUSTOMER
BENTON FRANKLIN JUVENILE CENTER MARK HAMMER 5606 W. CANAL PL KENNEWICK WA 99336

DATE	ESTIMATE #
10/2/2009	1121

TERMS
Upon Completion
1.5% Service Charge for late payments

FLAT ROOF ONLY

- 5-Year labor guarantee and choice of 10, 12, 15 or 20 year material guarantees.
- Remove existing roofing and haul away all roofing debris. (Some job's material is melted into plywood and not removed.)

~~_____~~
~~_____~~
~~_____~~

- Install Fiberglass base sheet over the entire roof surface. If you have exposed soffits, nails will be exposed due to code.
- Install a layer of S. B. S. Rubber Modified roofing over the entire roof surface.
- Install new edge metal around entire perimeter of roof. Edge metal for flat roofs comes in galvanized color only. (In some cases cap metal may be reused.)
- Install a second coat of S. B. S. Rubber Modified over the metal flashing and edge metal.
- Install a final coat of fibered aluminum coating over the metal flashing and edge surface.
- Perfect Circle will be responsible for all permits.

DESCRIPTION	PRICE
12 YR GRANULAR COATING	3,685.00
15 YR GRANULAR COATING	4,185.00
20 YR GRANULAR COATING	5,180.00
MARK THESE PRICES INCLUDE 1/2" CDX PLYWOOD APA RATED OVER THE ENTIRE STORAGE BUILDING ROOF AND NEW 25' OF FASCIA THAT IS-PREPRIMED.THESE PRICES REFLECT PREVAILING WAGES FOR ALL WORKERS ON THE JOB AT \$33.05.	0.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications.

MC/Visa/AmEx Accepted
Payment is due in full upon completion.
1.5% service charge for late payments.

THANK YOU FOR THE CHANCE TO SERVE YOU.

Authorized Signature J.T.W. III
Non-Till proposal as a bid is void unless accepted within 45 days.

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.
Acceptance of Proposal: the above prices, specifications and conditions are satisfactory and are hereby accepted, including the additional terms on back of this proposal. You are authorized to do the work as specified. Payments is due within 10 days of the job completion. \$2.50 bidding fee will be charged for each bidding after the first one.

Date of Acceptance _____

Signature
Page 1

GENERAL CONTRACTOR - WA STATE LIC. PERFECC005LE

JOHN T. WEESE III, OWNER

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 992-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

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

BENTON COUNTY
EFFECTIVE 09-02-2009

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$31.41	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$53.61	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$38.62	1M	5A	
BUILDING SERVICE EMPLOYEES				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$8.67	1		
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.55	1		
CARPENTERS				
CARPENTER	\$36.28	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$38.28	1B	5A	8N
PILEDRIVER/CARPENTER	\$38.28	1B	5A	8N
PILEDRIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING	\$36.55	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$35.30	1N	5D	
DIVERS & TENDERS				
DIVER	\$71.05	1B	5A	8A
DIVER ON STANDBY	\$39.62	1B	5A	
DIVER TENDER	\$39.30	1B	5A	
DIVING MASTER	\$47.95	1B	5A	
SURFACE ROV & ROV OPERATOR	\$39.30	1B	5A	
SURFACE ROV & ROV OPERATOR TENDER	\$37.55	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$47.09	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$46.58	1N	5D	8D
BOATMEN	\$47.09	1N	5D	8D
ENGINEER WELDER	\$47.14	1N	5D	8D
LEVERMAN, HYDRAULIC	\$48.71	1N	5D	8D
MAINTENANCE	\$46.58	1N	5D	8D
MATES	\$47.09	1N	5D	8D
OILER	\$46.58	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$31.71	1P	5A	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$34.23	1		

BENTON COUNTY

EFFECTIVE 09-02-2009

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ELECTRICIANS - INSIDE				
CABLE SPLICER	\$51.64	1E	5A	
JOURNEY LEVEL	\$49.84	1E	5A	
WELDER	\$53.44	1E	5A	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$59.79	4A	5A	
CERTIFIED LINE WELDER	\$54.59	4A	5A	
GROUNDPERSON	\$39.07	4A	5A	
HEAD GROUNDPERSON	\$41.22	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$54.59	4A	5A	
JACKHAMMER OPERATOR	\$41.22	4A	5A	
JOURNEY LEVEL LINEPERSON	\$54.59	4A	5A	
LINE EQUIPMENT OPERATOR	\$46.33	4A	5A	
POLE SPRAYER	\$54.59	4A	5A	
POWDERPERSON	\$41.22	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$64.81	4A	6Q	
MECHANIC IN CHARGE	\$70.60	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$9.96	1		
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		
FLAGGERS				
JOURNEY LEVEL	\$29.31	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$43.90	1U	5K	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$18.45	1		
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$33.19	1M	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.24	1		
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$8.55	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$48.19	1O	5A	

BENTON COUNTY

EFFECTIVE 09-02-2009

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
LABORERS				
ASPHALT RAKER	\$31.95	1M	5D	
ASPHALT ROLLER, WALKING	\$31.68	1M	5D	
BRUSH HOG FEEDER	\$31.41	1M	5D	
BRUSH MACHINE	\$31.95	1M	5D	
CARPENTER TENDER	\$31.41	1M	5D	
CASSION WORKER	\$31.95	1M	5D	
CEMENT FINISHER TENDER	\$31.68	1M	5D	
CEMENT HANDLER	\$31.41	1M	5D	
CHAIN SAW OPERATOR AND FALLER	\$31.95	1M	5D	
CLEAN-UP LABORER	\$31.41	1M	5D	
CONCRETE CREWMAN	\$31.41	1M	5D	
CONCRETE SAW, WALKING	\$31.68	1M	5D	
CONCRETE SIGNALMAN	\$31.41	1M	5D	
CONCRETE STACK	\$31.95	1M	5D	
CRUSHER FEEDER	\$31.41	1M	5D	
DEMOLITION	\$31.41	1M	5D	
DEMOLITION TORCH	\$31.68	1M	5D	
DOPE POT FIREMAN	\$31.68	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON MACHINERY	\$31.68	1M	5D	
DRILL WITH DUAL MASTS	\$32.23	1M	5D	
DRILL, AIR TRACT	\$31.95	1M	5D	
DRILLS, WAGON	\$31.68	1M	5D	
DUMPMAN	\$31.41	1M	5D	
EROSION CONTROL WORKER	\$31.41	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$29.31	1M	5D	
FIRE WATCH	\$31.41	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$31.41	1M	5D	
FORM SETTER, PAVING	\$31.68	1M	5D	
GENERAL LABORER	\$31.41	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$31.68	1M	5D	
GROUT MACHINE HEADER TENDER	\$31.41	1M	5D	
GUARDRAIL ERECTOR	\$31.41	1M	5D	
GUNITE NOZZLEMAN	\$31.95	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$32.23	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$31.95	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$31.68	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$31.41	1M	5D	
HIGH SCALER	\$31.95	1M	5D	
JACKHAMMER	\$31.68	1M	5D	
LASER BEAM OPERATOR	\$31.95	1M	5D	
MINER, CLASS "A"	\$31.41	1M	5D	
MINER, CLASS "B"	\$31.68	1M	5D	
MINER, CLASS "C"	\$31.95	1M	5D	
MINER, CLASS "D"	\$32.23	1M	5D	
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$31.95	1M	5D	
MORTAR MIXER	\$31.95	1M	5D	
NIPPER	\$31.41	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$31.95	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$31.68	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$31.68	1M	5D	

BENTON COUNTY
EFFECTIVE 09-02-2009

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
PAVEMENT BREAKER, 90 LBS & OVER	\$31.95	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$31.68	1M	5D	
PIPE, WATER LINER	\$31.68	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$31.68	1M	5D	
PIPELAYER, MULTI PLATE	\$31.68	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$31.95	1M	5D	
PIPEWRAPPER	\$31.95	1M	5D	
PLASTERER TENDER	\$31.95	1M	5D	
POT TENDER	\$31.68	1M	5D	
POWDERMAN	\$33.60	1M	5D	
POWDERMAN HELPER	\$31.68	1M	5D	
POWER BUGGY OPERATOR	\$31.68	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$31.68	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$31.68	1M	5D	
RIPRAP PERSON	\$31.41	1M	5D	
RODDER & SPREADER	\$31.68	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$31.41	1M	5D	
STAKE JUMPER	\$31.41	1M	5D	
STRUCTURAL MOVER	\$31.41	1M	5D	
TAILHOSEMAN, SANDBLAST	\$31.41	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$31.41	1M	5D	
TAMPER	\$31.68	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$31.41	1M	5D	
TRACK LABORER	\$31.41	1M	5D	
TRENCHER, SHAWNEE	\$31.68	1M	5D	
TRUCK LOADER	\$31.41	1M	5D	
TUGGER OPERATOR	\$31.68	1M	5D	
VIBRATOR	\$31.95	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$32.23	1M	5D	
WELL-POINT MAN	\$31.41	1M	5D	
WHEELBARROW, POWER DRIVEN	\$31.68	1M	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER	\$31.41	1M	5D	
PIPE LAYER	\$31.95	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$10.13	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$20.17	1		
LANDSCAPING OR PLANTING LABORERS	\$13.56	1		
LATHERS				
JOURNEY LEVEL	\$35.61	1B	6A	8N
METAL FABRICATION (IN SHOP)				
MACHINE OPERATOR	\$10.53	1		
PAINTER	\$9.76	1		
WELDER	\$16.70	1		
PAINTERS				
JOURNEY LEVEL	\$28.02	1W	6Z	
PLASTERERS				
JOURNEY LEVEL	\$35.23	1N	5D	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$8.55	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$61.24	2V	5A	

BENTON COUNTY
EFFECTIVE 09-02-2009

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
POWER EQUIPMENT OPERATORS				
A-FRAME TRUCK (2 OR MORE DRUMS)	\$35.74	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$35.13	1M	5D	8D
ASPHALT PLANT OPERATOR	\$36.34	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$35.13	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$35.74	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$35.13	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$36.34	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$35.74	1M	5D	8D
BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$36.06	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$36.34	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$35.06	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$36.34	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$36.61	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$36.61	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$36.34	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$35.74	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$36.34	1M	5D	8D
BELT FINISHING MACHINE	\$35.13	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$35.74	1M	5D	8D
BENDING MACHINE	\$35.74	1M	5D	8D
BIT GRINDERS	\$34.81	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$36.61	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$36.61	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$36.34	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$35.13	1M	5D	8D
BOAT OPERATORS	\$34.26	1M	5D	8D
BOBCAT (SKID STEER)	\$35.74	1M	5D	8D
BOLT THREADING MACHINE	\$34.81	1M	5D	8D
BOOM CATS (SIDE)	\$36.34	1M	5D	8D
BORING MACHINE (EARTH)	\$35.74	1M	5D	8D
BORING MACHINE (ROCK)	\$35.74	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAW OR SIMILAR)	\$35.74	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$36.34	1M	5D	8D
CABLEWAY OPERATORS	\$36.61	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$35.74	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$36.06	1M	5D	8D
CEMENT HOG	\$35.13	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$35.74	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$35.74	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$36.34	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$35.13	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$34.81	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$36.61	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$36.34	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$35.90	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$35.13	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$36.34	1M	5D	8D
CRANES, 25 TON & UNDER	\$36.06	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$36.34	1M	5D	8D

BENTON COUNTY

EFFECTIVE 09-02-2009

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 260' BOOM)	\$36.84	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 260' BOOM)	\$37.14	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$36.61	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 260' BOOM)	\$37.09	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 260' BOOM)	\$37.41	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$37.71	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$38.21	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$38.51	1M	5D	8D
CRUSHER FEEDERMAN	\$34.26	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$36.34	1M	5D	8D
DECK ENGINEER	\$35.74	1M	5D	8D
DECK HAND	\$34.81	1M	5D	8D
DERRICKS & STIFFLEGS (UNDER 85 TON)	\$36.06	1M	5D	8D
DERRICKS & STIFFLEGS (85 TON & OVER)	\$36.61	1M	6D	8D
DISTRIBUTOR LEVERMAN	\$35.13	1M	5D	8D
DITCH WITCH OR SIMILAR	\$35.13	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$35.13	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$36.34	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$38.34	1M	5D	8D
DRILL DOCTOR	\$36.34	1M	5D	8D
DRILLERS HELPER	\$34.81	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$36.06	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$35.90	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$36.81	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$35.13	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$35.90	1M	5D	8D
FIREMAN & HEATER TENDER	\$34.81	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$35.13	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$35.74	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$35.13	1M	6D	8D
GRADE CHECKER	\$36.06	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$35.74	1M	5D	8D
H.D. MECHANIC	\$36.61	1M	5D	8D
H.D. WELDER	\$36.61	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$36.61	1M	5D	8D
HELICOPTER PILOT	\$37.71	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$34.26	1M	6D	8D
HOE RAM	\$36.06	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$35.90	1M	5D	8D
HOIST (SINGLE-DRUM)	\$35.13	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$34.81	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$36.61	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$35.74	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$35.74	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$35.74	1M	5D	8D

BENTON COUNTY

EFFECTIVE 09-02-2009

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		
		Time Code	Holiday Code	Note Code
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$35.13	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (UNDER 4 YD)	\$35.90	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (4 - 6 YD)	\$36.34	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (8 - 10 YD)	\$36.61	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$37.71	1M	5D	8D
LOCOMOTIVE ENGINEER	\$35.74	1M	5D	8D
LONGITUDINAL FLOAT	\$35.13	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$36.61	1M	6D	8D
MIXER (PORTABLE-CONCRETE)	\$35.13	1M	6D	8D
MIXERMOBILE	\$35.74	1M	6D	8D
MUCKING MACHINE	\$35.74	1M	5D	8D
OILER	\$34.26	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$34.81	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$35.90	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$35.13	1M	6D	8D
PAVING (DUAL DRUM)	\$36.06	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$36.34	1M	5D	8D
PILEDIVING ENGINEERS	\$36.06	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$35.74	1M	5D	8D
POWER BROOM	\$35.13	1M	5D	8D
PROBE TENDER (ROTO-MILL)	\$35.13	1M	5D	8D
PUMP (GROUT OR JET)	\$35.74	1M	5D	8D
PUMP OPERATOR (WATER)	\$34.81	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$36.34	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$35.13	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$35.13	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$35.13	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$36.06	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$36.06	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$35.90	1M	6D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$36.34	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$34.81	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$36.34	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$35.13	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$36.34	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$36.61	1M	5D	8D
SCREED OPERATOR	\$36.34	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$36.61	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$36.34	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$36.06	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$35.90	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$35.74	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$35.13	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$35.13	1M	5D	8D
SPREADER MACHINE	\$35.74	1M	5D	8D
STEAM CLEANER	\$34.26	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$35.13	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$35.90	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$35.13	1M	6D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$36.34	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$35.74	1M	5D	8D

BENTON COUNTY
EFFECTIVE 09-02-2009

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u>		<u>Note</u>
		<u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	
TRAVERSE FINISHING MACHINE	\$35.74	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$36.34	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$35.90	1M	5D	8D
TUG BOAT OPERATOR	\$36.34	1M	5D	8D
TUGGER OPERATOR	\$35.13	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$35.90	1M	5D	8D
TURNHEAD OPERATOR	\$35.74	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$36.81	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$36.34	1M	5D	8D
VACUUM BLASTING MACHINE OPERATOR	\$36.61	1M	6D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$35.90	1M	5D	8D
WELDING MACHINES	\$34.81	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$36.61	1M	5D	8D
POWER EQUIPMENT OPERATORS - UNDERGROUND SEWER & WATER (SEE POWER EQUIPMENT OPERATORS)				
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$39.33	4A	5A	
SPRAY PERSON	\$37.24	4A	5A	
TREE EQUIPMENT OPERATOR	\$37.85	4A	5A	
TREE TRIMMER	\$35.21	4A	5A	
TREE TRIMMER GROUNDPERSON	\$26.58	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS MECHANIC	\$31.16	1		
RESIDENTIAL BRICK & MARBLE MASONS JOURNEY LEVEL	\$38.82	1M	5A	
RESIDENTIAL CARPENTERS JOURNEY LEVEL	\$18.18	1		
RESIDENTIAL CEMENT MASONS JOURNEY LEVEL	\$35.30	1N	5D	
RESIDENTIAL DRYWALL TAPERS JOURNEY LEVEL	\$13.17	1		
RESIDENTIAL ELECTRICIANS JOURNEY LEVEL	\$26.68	1		
RESIDENTIAL GLAZIERS JOURNEY LEVEL	\$17.90	1		
RESIDENTIAL INSULATION APPLICATORS JOURNEY LEVEL	\$15.87	1		
RESIDENTIAL LABORERS JOURNEY LEVEL	\$10.00	1		
RESIDENTIAL PAINTERS JOURNEY LEVEL	\$11.10	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS JOURNEY LEVEL	\$24.64	1		
RESIDENTIAL SHEET METAL WORKERS JOURNEY LEVEL (FIELD OR SHOP)	\$34.85	1X	5A	
RESIDENTIAL SOFT FLOOR LAYERS JOURNEY LEVEL	\$23.11	1N	5A	
RESIDENTIAL TERRAZZO/TILE SETTERS JOURNEY LEVEL	\$8.55	1		
ROOFERS JOURNEY LEVEL	\$32.52	2P	5I	

BENTON COUNTY

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<u>Classification</u>	PREVAILING <u>WAGE</u>	(See Benefit Code Key)		
		Over Time <u>Code</u>	Holiday <u>Code</u>	Note <u>Code</u>
USING IRRITABLE BITUMINOUS MATERIALS	\$35.52	2P	5I	
SHEET METAL WORKERS				
JOURNEY LEVEL (FIELD OR SHOP)	\$48.01	1X	5A	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
JOURNEY LEVEL	\$14.65	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
JOURNEY LEVEL	\$14.65	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$23.11	1N	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$8.55	1		
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$46.30	1R	5Q	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
STREET AND PARKING LOT SWEEPER WORKERS				
JOURNEY LEVEL	\$14.00	1		
SURVEYORS				
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$32.27	2B	5A	
HOLE DIGGER/GROUND PERSON	\$18.10	2B	5A	
INSTALLER (REPAIRER)	\$30.94	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$30.02	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$32.27	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$31.82	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$32.27	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$30.02	2B	5A	
TELEVISION GROUND PERSON	\$17.18	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.73	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$27.09	2B	5A	
TELEVISION TECHNICIAN	\$24.35	2B	5A	
TREE TRIMMER	\$30.02	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$30.37	1M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$26.29	1M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX (TO 20 YARDS)	\$36.82	1V	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$35.88	1V	5D	8M
DUMP TRUCK	\$36.82	1V	5D	8M
DUMP TRUCK & TRAILER	\$36.98	1V	5D	8M
OTHER TRUCKS	\$36.71	1V	5D	8M
TRANSIT MIXER	\$36.90	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		

BENTON COUNTY
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(See Benefit Code Key)

<u>Classification</u>	PREVAILING <u>WAGE</u>	Over Time <u>Code</u>	Holiday <u>Code</u>	Note <u>Code</u>
OILER	\$9.20	1		
WELL DRILLER	\$18.00	1		

Department of Labor and Industries
Prevailing Wage
(360) 902-5335
www.lni.wa.gov/T radelicensing/P revWage



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$100,000 Filing Fee Required

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see instructions).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online.

APPROVED FORM WILL BE MAILED TO THE CONTRACTOR

Contractor, company or agency name: _____
 Address: _____
 City: _____ State: _____ ZIP+4: _____
 Contract Number: _____
 ID assigned by: _____
 (public agency or federal/private)
 State: _____ ZIP+4: _____
 Project Contact Person: _____ Phone Number: _____
 County where work will be performed: _____ City where work will be performed: _____
 Bid due date (mm/dd/yy): _____ Date contract awarded (mm/dd/yy): _____
 Prime Contractor (has contract with public agency): _____ Prime's Phone Number: _____
 Will all work be subcontracted? Yes No Do you intend to use subcontractors? Yes No
 Prime's Contract Number: _____ Prime's UBI Number: _____

Number of Owner/Operators that own at least 30% of the company who will perform work on this project: _____
 Will employees perform work on this project? Yes No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)
 Craft/trade/occupation. (Do NOT list apprentices) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.
 Expected job start date (mm/dd/yy): _____ Do you intend to use apprentice employees? Yes No

Estimated number of workers	Rate of hourly wage	Rate of hourly fringe benefits

Company Name: _____
 Address: _____
 City: _____ ZIP+4: _____
 Contractor Registration Number: _____ UBI Number: _____
 Industrial Insurance Account Number: _____
 Email Address: _____ Phone Number: _____
For L&I Use Only
 APPROVED: _____ Department of Labor and Industries
 By: _____ Industrial Statistician

Total dollar amount of your contract (including Sales Tax) or time and materials, if applicable: \$ _____
 I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.
 Title: _____ Signature: _____

For L&I Use Only
 Check Number: _____ \$40 or \$ _____
 Issued By: _____

F700-029-000 statement of intent to pay prevailing wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
(While & copy copies must be submitted - an original will be retained by L&I after approval)

INSTRUCTIONS TO COMPLETE THE STATEMENT OF INTENT TO PAY PREVAILING WAGES

Starting in the upper right hand corner of the form:

*Required Fields

- *Project Name: This is the name given to the prime contractor by the awarding agency.
- *Contract #: This is the number of the contract assigned by the awarding agency to the prime contractor.
- *Contract Awarding Agency: This is the name of the public agency that awarded the contract.
- Address, City, State, ZIP +4: This is the address of the contract awarding agency.
- Awarding Agency Project Contact Person & Phone #: This is the contact at the awarding agency for this project.
- *Approved form will be mailed to this address: You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.
- *County where work will be performed: This is the county in which the actual work was performed.
- City where work will be performed: This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space.
- *Bid Due Date: This is the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)
- *Date Contract Awarded - This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)
- *Prime Contractor, Contractor Registration #, UBR#, and Phone #: These are all the prime's information and need to be listed on the form. Please note: this may not be the contractor who hired you - this is the general contractor who has the contract with the awarding agency.
- *Number of Owners/Operators that Performed Work on the Project that Own 30% or More of the Company: Only list them if they performed work - if there were none then put zero.
- *Will Employees Perform Work on this Project: Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.
- *Will all Work be Subcontracted: If all work was performed by subcontractors, check the appropriate box.
- *Do you intend to use subcontractors: If part of the work was performed by subcontractors, check the appropriate box.
- *Expected Job Start Date: This is the date that you begin work on the project.
- *Do you intend to use apprentices: Please note that apprentices are considered employees.
- *Craft/trade occupation - List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then just put N/A in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.)
- *Estimated Number of Workers: List the number of journey-level workers employed for each craft/trade/occupation on this project. This cannot be a range (i.e. 1-2 or 2-4, etc.)
- *Rate of Hourly Pay: Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.
- *Rate of Hourly Fringe Benefits: Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.
- *Indicate total dollar amount of your contract or time and materials if applicable: Time and material is allowed on the Statement of Intent to Pay Prevailing Wages but will not be on the Affidavit to Pay Prevailing Wages.
- *Company Name: Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Intent will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Intent to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/T/index/licensing/PrevWage>.

Please submit both copies (white and canary) and the \$40 filing fee to:

Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335

Department of Labor and Industries
Prevailing Wage
(360) 902-5335
www.lni.wa.gov/Trafics/Licensing/P/prevWage



AFFIDAVIT OF WAGES PAID

Public Works Contract
\$40,000 Fee Required

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website.

APPROVED FOR WAGE DETERMINATION BY THE INDUSTRIAL STATISTICIAN

Contractor, company or agency name, address, telephone number

Affidavit of Wages Paid (Assigned by L&I)

Project Name: _____ Contract Number: _____

Contractor/Agency (public or private): _____

Contractor/Agency Address: _____ ZIP+4: _____

Awarding Agency Name: _____ Phone Number: _____

County where work was performed: _____ City where work was performed: _____

Did you start (mm/dd/yy): _____ Date contract awarded (mm/dd/yy): _____

Date work completed (mm/dd/yy): _____ Date intent filed (mm/dd/yy): _____

Prime Contractor Name: _____ and License Number: _____

Prime's Contract Reference Number: _____ Firm's UDI Number: _____

Intent ID #: _____

Number of workers that own at least 30% of the company who will perform work on this project: _____

Did you use subcontractors? Yes No

Did you use subcontractors? Yes No

Did Employees Perform Work on this Project? Yes No If "Yes", please list workers' names/roles below.

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, date of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked - incl. travel	Rate of hourly pay	Rate of hourly fringe benefit

Company Name: _____

Address: _____

City: _____ State: _____ ZIP+4: _____

Contractor License Number: _____ UDI Number: _____

Industrial Insurance Account Number: _____

Email address: _____ Phone Number: _____

For L&I Use Only

APPROVED: _____ Department of Labor and Industries

By: _____ Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) \$ _____

I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Title: _____ Signature: _____

For L&I Use Only

Check Number: _____ \$40 or \$ _____

Issued By: _____

**INSTRUCTIONS TO COMPLETE THE
AFFIDAVIT OF WAGES PAID**

Starting in the upper right hand corner of the form:

***Required Fields**

- *Project Name: This is the name given to the prime contractor by the awarding agency.
- *Contract #: This is the number of the contract assigned by the awarding agency to the prime contractor.
- *Contract Awarding Agency: This is the name of the public agency that awarded the contract.
- Address, City, State, ZIP +4: This is the address of the contract awarding agency.
- Awarding Agency Project Contact Person & Phone #: This is the contact at the awarding agency for this project.
- *Approved form will be mailed to this address: You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.
- *County where work was performed: This is the county in which the actual work was performed.
- City where work was performed: This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space.
- *Bid Due Date: This is the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)
- *Date Contract Awarded - This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)
- *Prime Contractor, Contractor Registration #, URM, and Phone #: These are all the prime's information and need to be listed on the form. Please note: this may not be the contractor who hired you - this is the general contractor who has the contract with the awarding agency.
- *Date Work Completed: This is the date you completed work on the project. You cannot have a date in the future.
- *Date Intent Filed: This is the date you filed your intent with the Department. An affidavit cannot be approved without the Statement of Intent to Pay Prevailing Wages being filed.
- *Intent ID #: This can be found at the top of the form and is five numbers long.
- *Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company: Only list them if they performed work - if there were none then put zero.
- *Did Employees Perform Work on this Project: Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.
- *Was all Work Subcontracted?: If all work was performed by subcontractor, check the appropriate box.
- *Did you use subcontractors?: If part of the work was performed by subcontractors, check the appropriate box.
- *Job Start Date: This is the date that you begin work on the project.
- *Craft/trade occupation - List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/operators in the question above and you also indicated no employees then you do not need to fill in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.) Use Attachment A for additional occupations that will not fit on this form.
- *Number of Workers: List the number of journey-level workers employed for each craft/trade/occupation on this project.
- *Total Number of Hours Worked: List the total number of hours worked for each craft/trade/occupation.
- *Rate of Hourly Pay: Enter the 100% of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing wage rate.
- *Rate of Hourly Fringe Benefits: Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.
- Apprentices: If apprentices were employed on this project list each by name, registration number, craft, stage of progression, beginning and ending dates of work performed on this project, and rate of hourly pay and fringe benefits. Any workers not registered with the Washington State Apprenticeship and Training Council must be paid prevailing journeyman wages. Any apprentice not registered with the Washington State Apprenticeship and Training Council within 60 days of hiring must be paid prevailing journeyman wages for the time preceding the date of registration. To verify apprenticeship registration and status, call (360) 902-5324.
- *Indicate total dollar amount of your contract: Including sales tax (No Time & Material allowed)
- *Company Name: Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Affidavit will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Affidavit to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at http://www.bl.wa.gov/T_rules/licensing/PrevW.asp

Please submit both copies (white and canary) and the \$40 filing fee to:

Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

h

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COMPENSATING ATTORNEY JASON CELSKI, DBA AJAX LAW FIRM,
FOR EXCESS CASES APPOINTED TO HIM FOR INDIGENT DEFENSE REPRESENTATION
DURING THE YEAR 2008**

WHEREAS, in calendar year 2008 Benton County contracted with Dean Chuang and Jason Celski, both of Ajax Law Firm, to provide indigent defense representation in Benton County District Court which attorneys Chuang and Celski did, under one contract with attorney Chuang working for the first part of the year and attorney Celski working the latter half;

WHEREAS, the criminal defense contract in question had a maximum case cap of 380 cases, and an amendment was also executed near the end of the year providing for an additional assignment of 60 cases, all of which were to be compensated on a per-case basis at the rate of \$145 per case;

WHEREAS, despite the case cap, as amended and increased, a total of 513 cases were assigned to the contract in calendar year 2008 and no compensation for any of the overage cases (even the 60 cases referenced in the amendment) has been made yet;

WHEREAS, it is therefore appropriate to compensate Jason Celski, dba Ajax Law Firm, for the 133 excess cases, at the rate of \$145 per case, for a total of \$19,285.

NOW THEREFORE,

BE IT RESOLVED, that Jason Celski, dba Ajax Law Firm, be compensated in the amount of \$19,285 for excess cases assigned and worked in calendar year 2008;

Dated this day of, 2009.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:

Clerk of the Board

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
01/17/2007	Guzman, Mr. Enrique R.	200214	AJAX	CRIMINAL		Defendant
04/19/2007	Clark-Whiteley, Ms. Heather	200271	CHUANG	CRIMINAL	PRE	Defendant
04/24/2007	Fox, Mr. Trevor	200277	AJAX	CRIMINAL	PRE	Defendant
05/15/2007	Clark, Spencer L.	200323	CHUANG	CRIMINAL		Defendant
05/23/2007	Vaca, Sandra	200345	CHUANG	CRIMINAL	COM	Defendant
05/25/2007	Scott, Joshua C.	200353	CHUANG	CRIMINAL	PRE	Defendant
06/06/2007	Brownson, William W.	200374	AJAX	CRIMINAL		Defendant
06/07/2007	Romero, Prisma	200389	AJAX	CRIMINAL		Defendant
06/15/2007	Starks, Bradford L.	200410	CHUANG	CRIMINAL	COM	Defendant
07/03/2007	Seybold, Kory M.	200461	CHUANG	CRIMINAL	PRE	Defendant
07/03/2007	Reno, Jennifer L.	200464	AJAX	CRIMINAL	PRE	Defendant
07/24/2007	Tanska, Eric S.	200518	CHUANG	CRIMINAL	PRE	Defendant
07/24/2007	Anguiano, Mr. Alberto V.	200518	CHUANG	CRIMINAL	PRE	Witness
07/31/2007	Thoual, Abraham P.	200537	CHUANG	CRIMINAL	PRE	Defendant
08/02/2007	Ramirez, Cathy J.	200545	CHUANG	CRIMINAL	PRE	Defendant
08/06/2007	Garcia, Danielle L.	200554	CHUANG	CRIMINAL	PRE	Defendant
08/06/2007	Yahne, Alicia D.	200556	CHUANG	CRIMINAL	PRE	Defendant
08/08/2007	Milton, Amanda L.	200567	CHUANG	CRIMINAL	COM	Defendant
08/14/2007	Ramos, Erik S.	200576	CHUANG	CRIMINAL	COM	Defendant
08/14/2007	Trimble, Jaymi D.	200583	CHUANG	CRIMINAL		Defendant
08/22/2007	Arachchige, Sumanawath S.	200602	CHUANG	CRIMINAL	PRE	Defendant
08/22/2007	MCCready, Jason A.	200605	CHUANG	CRIMINAL		Defendant
08/28/2007	Wallace, John W.	200617	CHUANG	CRIMINAL	COM	Defendant
08/30/2007	Camacho, Martiniano E.	200626	CHUANG	CRIMINAL	PRE	Defendant
09/05/2007	Ramirez, Marisol E.	200635	AJAX	CRIMINAL	PRE	Defendant
09/06/2007	Bribiescas, Brenda J.	200644	CHUANG	CRIMINAL	COM	Defendant
09/06/2007	Martinez, James Anthony	200645	CHUANG	CRIMINAL	COM	Defendant
09/07/2007	Hernandez, Luis	200647	CHUANG	CRIMINAL	COM	Defendant
09/10/2007	Winegarden, Brett T.	200652	CHUANG	CRIMINAL	PRE	Defendant
09/11/2007	Schaff, Alan W.	200662	CHUANG	CRIMINAL	PRE	Defendant
09/13/2007	AfterBuffalo, Victor	200671	CHUANG	CRIMINAL	COM	Defendant
09/13/2007	Pond, Randy W.	200672	CHUANG	CRIMINAL	PRE	Defendant
09/18/2007	Provins, Sheri	200679	CHUANG	CRIMINAL	COM	Defendant
09/19/2007	Xayasounthone, Peter	200690	CHUANG	CRIMINAL	PRE	Defendant
09/19/2007	Cook, Roy S.	200692	CHUANG	CRIMINAL	PRE	Defendant
09/19/2007	Villalpando, Jr., Jose A.	200693	CHUANG	CRIMINAL	PRE	Defendant
09/20/2007	Rogers, Richard E.	200696	CHUANG	CRIMINAL	PRE	Defendant
09/25/2007	Isley, Wayne J.	200700	CHUANG	CRIMINAL	PRE	Defendant
09/25/2007	Ramos, Alfonso	200704	CHUANG	CRIMINAL	PRE	Defendant
09/25/2007	Ghiardi, Damian V.	200707	CHUANG	CRIMINAL	COM	Defendant
09/28/2007	Richards, Austin L.	200712	CHUANG	CRIMINAL	PRE	Defendant
10/01/2007	Young, Kenneth S.	200716	CHUANG	CRIMINAL	PRE	Defendant
10/04/2007	Salazar, Angela G.	200722	CHUANG	CRIMINAL	PRE	Defendant
10/05/2007	Butler, Conly J.	200724	CHUANG	CRIMINAL	PRE	Defendant
10/08/2007	Wilson, Jeffrey U.	200728	CHUANG	CRIMINAL	COM	Defendant
10/08/2007	Wolfe, Christopher J. (Minor)	200732	CHUANG	CRIMINAL	PRE	Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
10/11/2007	Shields, Teresa L.	200742	CHUANG	CRIMINAL	PRE	Defendant
10/11/2007	Deleon, Athena J.	200744	CHUANG	CRIMINAL	PRE	Defendant
10/18/2007	Harrison, Mr. Shad A.	200764	CHUANG	CRIMINAL	PRE	Defendant
10/23/2007	Montalvo Jr., Pedro M.	200772	CHUANG	CRIMINAL		Defendant
10/24/2007	Azevedo, Thomas G.	200777	CHUANG	CRIMINAL	PRE	Defendant
10/24/2007	Soto, Michael A.	200778	CHUANG	CRIMINAL	PRE	Defendant
10/24/2007	Meza, Jani C.	200779	CHUANG	CRIMINAL	PRE	Defendant
10/24/2007	Knapp, Billie J.	200782	CHUANG	CRIMINAL	COM	Defendant
10/24/2007	Gunderson, Mr. Daniel L.	200784	CHUANG	CRIMINAL	PRE	Defendant
10/24/2007	Thomas, Mr. David M.	200785	CHUANG	CRIMINAL	PRE	Defendant
10/29/2007	Stephens, Donna	200796	CHUANG	CRIMINAL	PRE	Defendant
10/30/2007	Castaneda, Lisa K.	200803	CHUANG	CRIMINAL	PRE	Defendant
10/30/2007	Meise, Mr. Tyler J.	200808	CHUANG	CRIMINAL	PRE	Defendant
11/06/2007	Dickenson, Danielle M.	200821	CHUANG	CRIMINAL	PRE	Defendant
11/06/2007	Drake, David J.	200822	CHUANG	CRIMINAL	PRE	Defendant
11/06/2007	Kirkpatrick, Tyson C.	200823	CHUANG	CRIMINAL	PRE	Defendant
11/06/2007	Peddle, Raymond K.	200825	CHUANG	CRIMINAL	PRE	Defendant
11/08/2007	Puckett, Lenora	200831	CHUANG	CRIMINAL	PRE	Defendant
11/09/2007	Nobbs, Matthew M.	200835	CHUANG	CRIMINAL	PRE	Defendant
11/09/2007	Miller, Mr. Erik B.	200836	CHUANG	CRIMINAL	PRE	Defendant
11/09/2007	Hall, Jacob A.	200840	CHUANG	CRIMINAL		Defendant
11/09/2007	Sanders, Shelly A.	200849	CHUANG	CRIMINAL	PRE	Defendant
11/19/2007	Palmer, Amanda L.	200857	CHUANG	CRIMINAL	PRE	Defendant
11/24/2007	Butler, Cerell M.	200870	CHUANG	CRIMINAL	PRE	Defendant
11/24/2007	Shearer, Linda M.	200873	CHUANG	CRIMINAL	PRE	Defendant
11/29/2007	Frazier, Clifford N.	200890	CHUANG	CRIMINAL	PRE	Defendant
11/29/2007	Ingram, Gordy E.	200895	CHUANG	CRIMINAL	PRE	Defendant
11/29/2007	Howard, Shanda M.	200896	CHUANG	CRIMINAL		Defendant
11/30/2007	Kelsey, Debra W.	200899	CHUANG	CRIMINAL	COM	Defendant
12/05/2007	Palmer, Zachary E.	200906	CHUANG	CRIMINAL	PRE	Defendant
12/05/2007	Grigsby, John V.	200910	CHUANG	CRIMINAL	PRE	Defendant
12/06/2007	Hurley, Theo O.	200914	CHUANG	CRIMINAL	PRE	Defendant
12/06/2007	Schwabrow, Susan J.	200915	CHUANG	CRIMINAL	PRE	Defendant
12/11/2007	Robins, Chad L.	200925	CHUANG	CRIMINAL	PRE	Defendant
12/11/2007	Sullivan, Shane F.	200926	CHUANG	CRIMINAL	PRE	Defendant
12/11/2007	Foster, Kelly E.	200827	CHUANG	CRIMINAL	PRE	Defendant
12/11/2007	Conley, Michael R.	200928	CHUANG	CRIMINAL	PRE	Defendant
12/11/2007	Ferron, Carla J.	200929	CHUANG	CRIMINAL	PRE	Defendant
12/12/2007	Angeles-Sanchez, Ana G.	200931	CHUANG	CRIMINAL	PRE	Defendant
12/12/2007	Leachman, Daniel R.	200932	CHUANG	CRIMINAL	PRE	Defendant
12/12/2007	Robinson, Simon S.	200933	CHUANG	CRIMINAL	PRE	Defendant
12/12/2007	Pischel, Seth L.	200934	CHUANG	CRIMINAL	PRE	Defendant
12/13/2007	Rogers, Joseph R.	200939	CHUANG	CRIMINAL		Defendant
12/13/2007	Kierstead, Jonathan A.	200940	CHUANG	CRIMINAL	PRE	Defendant
12/14/2007	Conner, Sara A.	200941	CHUANG	CRIMINAL	COM	Defendant
12/14/2007	Xiggenis, Christo Clarence	200942	CHUANG	CRIMINAL	PRE	Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
12/18/2007	Claphan, Robert E.	200943	CHUANG	CRIMINAL		Defendant
12/18/2007	Bunten, Rebecka D.	200944	CHUANG	CRIMINAL	PRE	Defendant
12/18/2007	Contreras Romero, Rogelio	200945	CHUANG	CRIMINAL		Defendant
12/18/2007	Patre, Michael A.	200947	CHUANG	CRIMINAL	PRE	Defendant
12/18/2007	Sparks, Michael D.	200948	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Barragan Oregel, Daniel	200949	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Brannon, Steven W.	200950	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Gonzales, Zachary C.	200951	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Mariscal, Pura	200953	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Mendoza, Johnny C.	200954	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Norman, Daniel L.	200955	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Pendergrass, Timothy W.	200956	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Promisco, Kyle M.	200957	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Snyder, Shonna M.	200958	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Swinehart, Kain N.	200959	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Norwood, Cahin D.	200960	CHUANG	CRIMINAL	PRE	Defendant
12/19/2007	Crosland, Samuel J.	200961	CHUANG	CRIMINAL	COM	Defendant
12/20/2007	Palomarez, Nicole	200962	CHUANG	CRIMINAL	PRE	Defendant
12/26/2007	Jones, Martin D.	200967	CHUANG	CRIMINAL		Defendant
12/27/2007	Muzzy, Tiphane N.	200968	CHUANG	CRIMINAL	PRE	Defendant
12/29/2007	Corliss, Cory Joseph	200971	CHUANG	CRIMINAL	PRE	Defendant
01/01/2008	Barbarosh, Mikhail S.	200974	CHUANG	CRIMINAL	PRE	Defendant
01/03/2008	Cervantes, Perla	200975	CHUANG	CRIMINAL	PRE	Defendant
01/07/2008	Franco, Juan J.	200980	CHUANG	CRIMINAL	PRE	Defendant
01/07/2008	Hinojosa, Jesse S.	200981	CHUANG	CRIMINAL	PRE	Defendant
01/07/2008	Pienaar, Quintin	200982	CHUANG	CRIMINAL	PRE	Defendant
01/08/2008	St. George, Janet	200983	CHUANG	CRIMINAL	PRE	Defendant
01/08/2008	Jacquez, Saul C.	200984	CHUANG	CRIMINAL	PRE	Defendant
01/08/2008	Olivera, Ramona C.	200985	CHUANG	CRIMINAL	PRE	Defendant
01/08/2008	Miles, Chase M.	200986	CHUANG	CRIMINAL	PRE	Defendant
01/08/2008	Jones, Branden L.	200987	CHUANG	CRIMINAL	PRE	Defendant
01/08/2008	Lathim, Christina M.	200988	CHUANG	CRIMINAL	PRE	Defendant
01/09/2008	VanderVeer, Michael J.	200989	CHUANG	CRIMINAL	PRE	Defendant
01/09/2008	Hilton, Joni R.	200990	CHUANG	CRIMINAL	PRE	Defendant
01/10/2008	Throne, Frederick L.	200992	CHUANG	CRIMINAL	PRE	Defendant
01/11/2008	Conner, Bruce W.	200993	CHUANG	CRIMINAL	COM	Defendant
01/11/2008	Lopez Escalante, Abraham	200994	CHUANG	CRIMINAL	PRE	Defendant
01/11/2008	Chavez, Rafael G.	200995	CHUANG	CRIMINAL	PRE	Defendant
01/11/2008	Hamilton, Steven R.	200996	CHUANG	CRIMINAL	PRE	Defendant
01/15/2008	Magley, Jaymes Wayne	200997	CHUANG	CRIMINAL	PRE	Defendant
01/15/2008	Purdy, III, Paul C.	200998	CHUANG	CRIMINAL	PRE	Defendant
01/15/2008	Johnson, II, Aaron	200999	CHUANG	CRIMINAL	PRE	Defendant
01/15/2008	Brown, Eric D.	201000	CHUANG	CRIMINAL	PRE	Defendant
01/15/2008	Kapitula, Daniel	201001	CHUANG	CRIMINAL	PRE	Defendant
01/16/2008	Lozada, Beatriz A.	201002	CHUANG	CRIMINAL	PRE	Defendant
01/17/2008	Reyes, Armando	201006	CHUANG	CRIMINAL	PRE	Defendant

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Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
01/17/2008	Aganad, Jennifer C.	201007	CHUANG	CRIMINAL	PRE	Defendant
01/18/2008	Arrasmith, Chris J.	201008	CHUANG	CRIMINAL	PRE	Defendant
01/18/2008	Jimenez-Ayala, Jaime M.	201009	CHUANG	CRIMINAL	PRE	Defendant
01/18/2008	Covert, Anthony	201010	CHUANG	CRIMINAL	PRE	Defendant
01/23/2008	Servantes, Ashly R.	201013	CHUANG	CRIMINAL	PRE	Defendant
01/24/2008	Zaragoza, Jessica	201014	CHUANG	CRIMINAL	PRE	Defendant
01/24/2008	Crandall, Mark R.	201015	CHUANG	CRIMINAL	PRE	Defendant
01/24/2008	Baisden, Philip E.	201016	CHUANG	CRIMINAL	PRE	Defendant
01/25/2008	Allstott, Carl A.	201018	CHUANG	CRIMINAL	PRE	Defendant
01/30/2008	Green, Lee O.	201020	CHUANG	CRIMINAL	PRE	Defendant
01/30/2008	Diaz, Victor	201021	CHUANG	CRIMINAL	PRE	Defendant
01/30/2008	Gutierrez, Jose V.	201022	CHUANG	CRIMINAL	PRE	Defendant
01/30/2008	Maddix, Christopher A.	201023	CHUANG	CRIMINAL	PRE	Defendant
01/30/2008	Snyder, Krystal	201025	CHUANG	CRIMINAL		Defendant
02/04/2008	Martinez, Ms. Patricia D.	201026	CHUANG	CRIMINAL	PRE	Defendant
02/04/2008	Walters, Robert W.	201027	CHUANG	CRIMINAL	PRE	Defendant
02/06/2008	Zigan, Thomas A.	201029	CHUANG	CRIMINAL	PRE	Defendant
02/06/2008	Farfan Esquivel, Lesli R.	201030	CHUANG	CRIMINAL	PRE	Defendant
02/06/2008	Reno, Jennifer L.	201032	CHUANG	CRIMINAL		Defendant
02/08/2008	Ritchie, Patrick A.	201037	CHUANG	CRIMINAL	PRE	Defendant
02/09/2008	Herrera, Rosanna A.	201038	CHUANG	CRIMINAL	PRE	Defendant
02/09/2008	Davis, Demitrius T.	201039	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	Dellinger, Eric V.	201043	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	Bribiescas, Jose J.	201044	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	Strickland, Bryan T.	201045	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	McLeod, Joanna L.	201046	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	Murphy, Stacey M.	201047	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	Jessup, Christopher	201048	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	Andersen, Alisa D.	201049	CHUANG	CRIMINAL	PRE	Defendant
02/11/2008	Grose, Dylan C.	201050	CHUANG	CRIMINAL	PRE	Defendant
02/12/2008	Loucks, Michelle M.	201052	CHUANG	CRIMINAL	PRE	Defendant
02/12/2008	Nelson, Louis A.	201053	CHUANG	CRIMINAL	PRE	Defendant
02/13/2008	Bergdahl, Donna M.	201054	CHUANG	CRIMINAL	PRE	Defendant
02/13/2008	Reed, Andrew P.	201055	CHUANG	CRIMINAL	PRE	Defendant
02/13/2008	Bockman, Casey R.	201056	CHUANG	CRIMINAL	PRE	Defendant
02/13/2008	Monroe, Sarah R.	201057	CHUANG	CRIMINAL	PRE	Defendant
02/13/2008	Villalpando, Jr., Jose A.	201058	CHUANG	CRIMINAL	PRE	Defendant
02/13/2008	Steel, John M.	201059	CHUANG	CRIMINAL	PRE	Defendant
02/13/2008	Savelli, Thad	201060	CHUANG	CRIMINAL	PRE	Defendant
02/14/2008	Randolph, Henry B.	201061	CHUANG	CRIMINAL	PRE	Defendant
02/14/2008	Dean, Kayla M.	201062	CHUANG	CRIMINAL	PRE	Defendant
02/14/2008	Johnson-Hicks, Brandon A.	201065	CHUANG	CRIMINAL	COM	Defendant
02/25/2008	Hernandez, Salda	201073	CHUANG	CRIMINAL	COM	Defendant
02/25/2008	Thompson, Kye	201074	CHUANG	CRIMINAL	PRE	Defendant
02/25/2008	Uvalle, Andrea C.	201075	CHUANG	CRIMINAL	PRE	Defendant
02/25/2008	Flemmer, Gary D.	201076	CHUANG	CRIMINAL	PRE	Defendant

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Opened	Party Name	Case	Staff	Case Type	Class	Role
02/25/2008	Glessing, Brent	201077	CHUANG	CRIMINAL	PRE	Defendant
02/25/2008	Clark, Michael J.	201078	CHUANG	CRIMINAL	PRE	Defendant
02/25/2008	Clair, Jennifer M.	201079	CHUANG	CRIMINAL	PRE	Defendant
02/26/2008	Ramires Ramales, Elizabeth	201081	CHUANG	CRIMINAL	PRE	Defendant
02/26/2008	Espinoza, Jose A.	201082	CHUANG	CRIMINAL	PRE	Defendant
02/26/2008	Fannin, Curtis B.	201083	CHUANG	CRIMINAL	PRE	Defendant
02/26/2008	Trevino, Sylvia S.	201084	CHUANG	CRIMINAL	PRE	Defendant
02/26/2008	Watkins, Billy J.	201085	CHUANG	CRIMINAL	PRE	Defendant
02/26/2008	Findlay, Darrell	201086	CHUANG	CRIMINAL	PRE	Defendant
02/26/2008	Stout, Paul E.	201087	CHUANG	CRIMINAL	PRE	Defendant
02/27/2008	Woodall, Michael P.	201088	AJAX	CRIMINAL	PRE	Defendant
03/03/2008	Garcia, Jeremy J.	201090	CHUANG	CRIMINAL	PRE	Defendant
03/03/2008	Leifi, Candy L.	201091	CHUANG	CRIMINAL	PRE	Defendant
03/04/2008	Desynadinos, Jade	201092	CHUANG	CRIMINAL	PRE	Defendant
03/04/2008	Monroe, Sarah R.	201093	CHUANG	CRIMINAL	PRE	Defendant
03/04/2008	Jackson Sims, Donovan L.	201094	CHUANG	CRIMINAL	PRE	Defendant
03/04/2008	Rickel, Jennifer C.	201096	CHUANG	CRIMINAL	PRE	Defendant
03/04/2008	Mensah, Jonas A.	201098	CHUANG	CRIMINAL	PRE	Defendant
03/05/2008	Hadley, Scott M.	201098	CHUANG	CRIMINAL	PRE	Defendant
03/05/2008	Broady, Jonathan W.	201100	CHUANG	CRIMINAL	PRE	Defendant
03/05/2008	Greene, Justin P.	201101	CHUANG	CRIMINAL	COM	Defendant
03/05/2008	Simpson, Stephen C.	201102	CHUANG	CRIMINAL	COM	Defendant
03/06/2008	McCain, Ronald J.	201106	CHUANG	CRIMINAL	COM	Defendant
03/07/2008	Palmer, Kisha D.	201110	CHUANG	CRIMINAL	PRE	Defendant
03/07/2008	Corbett, Tyson C.	201111	CHUANG	CRIMINAL	PRE	Defendant
03/10/2008	Ward, Zachary H.	201112	CHUANG	CRIMINAL	PRE	Defendant
03/10/2008	French, Ian J.	201113	CHUANG	CRIMINAL	PRE	Defendant
03/10/2008	Oldham, Tiffany C.	201114	CHUANG	CRIMINAL	PRE	Defendant
03/10/2008	Jalms Galvez, Ramon	201116	CHUANG	CRIMINAL	PRE	Defendant
03/11/2008	Lopez, Lorri A.	201117	CHUANG	CRIMINAL	PRE	Defendant
03/11/2008	Barraza, Gabriela A.	201118	CHUANG	CRIMINAL	COM	Defendant
03/11/2008	Gussenhoven, Lisa D.	201119	CHUANG	CRIMINAL	PRE	Defendant
03/11/2008	Hayes, Janice L.	201120	CHUANG	CRIMINAL	PRE	Defendant
03/12/2008	Madrigal, Miguel A.	201121	CHUANG	CRIMINAL	PRE	Defendant
03/12/2008	Fink, Desiree	201122	CHUANG	CRIMINAL	PRE	Defendant
03/14/2008	Jackson, Frederick	201125	CHUANG	CRIMINAL	PRE	Defendant
03/17/2008	Sanchez, Rocio T.	201127	CHUANG	CRIMINAL	PRE	Defendant
03/17/2008	Burress, Rick A.	201128	CHUANG	CRIMINAL	PRE	Defendant
03/17/2008	Heilbrun, Dalton S.	201129	CHUANG	CRIMINAL	PRE	Defendant
03/17/2008	Fontaine, Richard	201130	CHUANG	CRIMINAL	PRE	Defendant
03/18/2008	Quigley, Joseph B.	201131	CHUANG	CRIMINAL	PRE	Defendant
03/18/2008	Cruz Sanchez, Uriel	201132	CHUANG	CRIMINAL	PRE	Defendant
03/18/2008	Becerra, Jr., Edward	201133	CHUANG	CRIMINAL	PRE	Defendant
03/18/2008	Larson, Cory A.	201135	CHUANG	CRIMINAL	PRE	Defendant
03/19/2008	Woothtakewahbitty, Steven D.	201137	CHUANG	CRIMINAL	COM	Defendant
03/19/2008	Umbarger, Aaron B.	201138	CHUANG	CRIMINAL	PRE	Defendant

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Opened	Party Name	Case	Staff	Case Type	Class	Role
03/19/2008	Duke, Angela M.	201139	CHUANG	CRIMINAL	PRE	Defendant
03/19/2008	Berry, Ryan J.	201140	CHUANG	CRIMINAL	PRE	Defendant
03/20/2008	Salazar, Calrina R.	201141	CHUANG	CRIMINAL	PRE	Defendant
03/20/2008	Davis, III, James L.	201142	CHUANG	CRIMINAL	PRE	Defendant
03/20/2008	Faucett, Mary A.	201143	CHUANG	CRIMINAL	PRE	Defendant
03/24/2008	Fromm, Patricia A.	201145	CHUANG	CRIMINAL	PRE	Defendant
03/25/2008	Snyder, Robert L.	201147	CHUANG	CRIMINAL	PRE	Defendant
03/25/2008	Sullivan, Shane F.	201148	CHUANG	CRIMINAL	PRE	Defendant
03/25/2008	Veliz, Jr., Juan	201149	CHUANG	CRIMINAL	PRE	Defendant
03/25/2008	Loya, Victoria R. (Minor)	201150	CHUANG	CRIMINAL	PRE	Defendant
03/26/2008	Sims, Meghan M.	201151	CHUANG	CRIMINAL	PRE	Defendant
03/26/2008	Childs, William G.	201152	CHUANG	CRIMINAL	PRE	Defendant
03/27/2008	Hogan, Aaron J.	201154	CHUANG	CRIMINAL	COM	Defendant
03/27/2008	Conlino, Michael J.	201155	CHUANG	CRIMINAL	PRE	Defendant
03/27/2008	Huangsy, Xay	201156	CHUANG	CRIMINAL	PRE	Defendant
03/27/2008	Montgomery, Jeremy P.	201157	CHUANG	CRIMINAL	PRE	Defendant
04/01/2008	Maya, Angela R.	201164	CHUANG	CRIMINAL	PRE	Defendant
04/01/2008	Pincheira, George E.	201165	CHUANG	CRIMINAL	PRE	Defendant
04/01/2008	Katon, David R.	201166	CHUANG	CRIMINAL	PRE	Defendant
04/03/2008	Kinzer, Jason E.	201167	CHUANG	CRIMINAL	PRE	Defendant
04/03/2008	Brewster, Sarah A.	201168	CHUANG	CRIMINAL	PRE	Defendant
04/03/2008	Cox, Justin D.	201169	CHUANG	CRIMINAL	PRE	Defendant
04/03/2008	Bribiescas, Judy B.	201170	CHUANG	CRIMINAL	PRE	Defendant
04/03/2008	Rogers, III, Daniel F.	201171	CHUANG	CRIMINAL	PRE	Defendant
04/03/2008	Luttrell, Andrew R.	201172	CHUANG	CRIMINAL	PRE	Defendant
04/08/2008	Cruz, Jessa V.	201177	CHUANG	CRIMINAL	PRE	Defendant
04/09/2008	Brown, Jeffrey L.	201178	CHUANG	CRIMINAL	PRE	Defendant
04/09/2008	Walker, Gary W.	201179	CHUANG	CRIMINAL	PRE	Defendant
04/09/2008	Jones, Kody Webb	201180	CHUANG	CRIMINAL	PRE	Defendant
04/09/2008	Boyles, Danielle R.	201181	CHUANG	CRIMINAL	PRE	Defendant
04/09/2008	Pence, Barbara J.	201182	CHUANG	CRIMINAL	PRE	Defendant
04/09/2008	Sarabia, Kimberly D.	201183	CHUANG	CRIMINAL	PRE	Defendant
04/15/2008	Sparks, Samuel K.	201186	CHUANG	CRIMINAL	PRE	Defendant
04/16/2008	Horta, Uriel D.	201187	CHUANG	CRIMINAL	PRE	Defendant
04/16/2008	Pimentel, Floriberto	201188	CHUANG	CRIMINAL	PRE	Defendant
04/17/2008	Ehrhardt, Diana L.	201189	CHUANG	CRIMINAL	PRE	Defendant
04/17/2008	Haubner, Eric A.	201190	CHUANG	CRIMINAL	PRE	Defendant
04/22/2008	Ebner, Hannah Rae	201196	CHUANG	CRIMINAL	PRE	Defendant
04/24/2008	Neal, Christel J.	201197	CHUANG	CRIMINAL	PRE	Defendant
04/24/2008	Norman, Cherri Renee	201198	CHUANG	CRIMINAL	PRE	Defendant
04/24/2008	Supak, Jr., John Leonard	201199	CHUANG	CRIMINAL	PRE	Defendant
04/25/2008	Mercado, Jesse	201203	CHUANG	CRIMINAL	PRE	Defendant
04/25/2008	Miller, Thomas T.	201204	CHUANG	CRIMINAL	PRE	Defendant
04/25/2008	Lawley, Barbara J.	201205	CHUANG	CRIMINAL	COM	Defendant
04/25/2008	LePoidevin, Travis Allen	201206	CHUANG	CRIMINAL	PRE	Defendant
04/25/2008	Garza, Misael J.	201207	CHUANG	CRIMINAL	PRE	Defendant

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Opened	Party Name	Case	Staff	Case Type	Class	Role
04/28/2008	Ruiz, Maria I.	201208	CHUANG	CRIMINAL	PRE	Defendant
04/28/2008	Quarles, Tara A.	201210	CHUANG	CRIMINAL	PRE	Defendant
04/28/2008	Stredwick, Essence Alexis	201211	CHUANG	CRIMINAL	PRE	Defendant
04/28/2008	Short, Jeremy Lynn Terran	201212	CHUANG	CRIMINAL	PRE	Defendant
04/29/2008	Langford, Brandon S.	201213	CHUANG	CRIMINAL	PRE	Defendant
04/29/2008	Sanchez, Valentin Demitri	201214	CHUANG	CRIMINAL	PRE	Defendant
05/01/2008	Hoyt, Justin William	201216	CHUANG	CRIMINAL	PRE	Defendant
05/02/2008	Guzman, Elisa Y.	201217	CHUANG	CRIMINAL	PRE	Defendant
05/02/2008	Hawkinson, Steven John	201218	CHUANG	CRIMINAL	PRE	Defendant
05/02/2008	Swanson, Soloman Luke	201219	CHUANG	CRIMINAL	PRE	Defendant
05/02/2008	Trent, Julie Anne	201220	CHUANG	CRIMINAL	PRE	Defendant
05/05/2008	Camacho, Neftale Silverio	201222	CHUANG	CRIMINAL	COM	Defendant
05/05/2008	Caudill, Brian Allen	201223	CHUANG	CRIMINAL	PRE	Defendant
05/05/2008	Salazar, Adam Mickele	201224	CHUANG	CRIMINAL	PRE	Defendant
05/06/2008	Romero, Pedro Ramirez	201225	CHUANG	CRIMINAL	PRE	Defendant
05/06/2008	Hafer, Daniel D.	201226	CHUANG	CRIMINAL	PRE	Defendant
05/07/2008	Beinhauer, Douglas	201228	CHUANG	CRIMINAL	PRE	Defendant
05/07/2008	Ramirez Aguilar, Judith	201229	CHUANG	CRIMINAL	PRE	Defendant
05/08/2008	Archambo, Karen Kay	201232	CHUANG	CRIMINAL	PRE	Defendant
05/12/2008	Ramirez, Fernando	201236	CHUANG	CRIMINAL	PRE	Defendant
05/12/2008	Kuykendall, Scott Allen	201237	CHUANG	CRIMINAL	PRE	Defendant
05/12/2008	Baca, Eugene Richard	201238	CHUANG	CRIMINAL	PRE	Defendant
05/13/2008	Ordinola Romero, Esau	201239	CHUANG	CRIMINAL	PRE	Defendant
05/14/2008	Miller, Jay Arlie	201240	CHUANG	CRIMINAL	PRE	Defendant
05/14/2008	Sargent, Brandon James	201241	CHUANG	CRIMINAL	PRE	Defendant
05/14/2008	Martinez, James Anthony	201242	CHUANG	CRIMINAL	PRE	Defendant
05/14/2008	Graham, Olivia Jean	201243	CHUANG	CRIMINAL	PRE	Defendant
05/14/2008	Coleman, Krystal Cathleen	201245	CHUANG	CRIMINAL	PRE	Defendant
05/15/2008	Colbray, Clarion	201247	CHUANG	CRIMINAL	PRE	Defendant
05/15/2008	Briones, Jonni Raye	201248	CHUANG	CRIMINAL	PRE	Defendant
05/15/2008	Erhart, Michael Thomas	201249	CHUANG	CRIMINAL	PRE	Defendant
05/16/2008	Burke, Tab P.	201252	CHUANG	CRIMINAL	PRE	Defendant
05/20/2008	Cronk, Robert Lee	201253	CHUANG	CRIMINAL	PRE	Defendant
05/20/2008	Koski, Kristine Ann Dazo	201254	CHUANG	CRIMINAL	PRE	Defendant
05/21/2008	Osorio, Daniella	201255	CHUANG	CRIMINAL	PRE	Defendant
05/21/2008	Colvin, Brian James	201256	CHUANG	CRIMINAL	PRE	Defendant
05/21/2008	Scott, Heather Marie	201257	CHUANG	CRIMINAL	PRE	Defendant
05/21/2008	Uptain, Vernal C.	201258	CHUANG	CRIMINAL	PRE	Defendant
05/21/2008	Torres, Jaime Luis	201259	CHUANG	CRIMINAL	COM	Defendant
05/21/2008	Dau, Dinal J.	201260	CHUANG	CRIMINAL	PRE	Defendant
05/22/2008	Sanchez, Edwin Morales	201261	CHUANG	CRIMINAL	PRE	Defendant
05/29/2008	Lane, Rick Eugene	201266	CHUANG	CRIMINAL	PRE	Defendant
05/29/2008	Gregory, Michael Steven	201267	CHUANG	CRIMINAL	PRE	Defendant
05/29/2008	Jimenez, Javier	201268	CHUANG	CRIMINAL	PRE	Defendant
05/29/2008	Davenport, Joshua	201269	CHUANG	CRIMINAL	COM	Defendant
05/29/2008	Peeples, John Douglas	201270	CHUANG	CRIMINAL	PRE	Defendant

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Opened	Party Name	Case	Staff	Case Type	Class	Role
0 /2008	Rouse, Candice Page	201271	CHUANG	CRIMINAL	PRE	Defendant
05/30/2008	Cisneros Ornelas, Melissa	201274	CHUANG	CRIMINAL	PRE	Defendant
06/03/2008	Lewis, Kenneth Sean	201276	CHUANG	CRIMINAL	PRE	Defendant
06/03/2008	Ochoa, Sesar Noe	201278	CHUANG	CRIMINAL	PRE	Defendant
06/03/2008	Romero, Nelly Noemi	201279	CHUANG	CRIMINAL	PRE	Defendant
06/04/2008	Cruthers, Nicholas Alan	201280	CHUANG	CRIMINAL	PRE	Defendant
06/04/2008	Rasmussen, Chris Arthur	201281	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Garcia, Jr., Alfonso Gomez	201282	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Wallace, John William	201283	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Cerna, Joseph Christopher	201284	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Xiggenis, Christo Clarence	201285	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Norwood, Earl Antonio Love	201286	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Terry, Cody Bear	201287	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Foos, Laurie Louise	201288	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Rangel, Leticia	201289	CHUANG	CRIMINAL	PRE	Defendant
06/05/2008	Scharnhorst, Brittnie Ann	201290	CHUANG	CRIMINAL	PRE	Defendant
06/09/2008	Brooks, Nathan Eugene	201293	CHUANG	CRIMINAL	PRE	Defendant
06/09/2008	Reikofski, Eunice Joy	201294	CHUANG	CRIMINAL	PRE	Defendant
06/09/2008	Herting, James	201296	CHUANG	CRIMINAL	COM	Defendant
06/09/2008	Valencia Gonzalez, Jesus	201297	CHUANG	CRIMINAL	PRE	Defendant
06/09/2008	Ford, Joshua Wade	201299	CHUANG	CRIMINAL	PRE	Defendant
06/09/2008	Lynch, Shane Arthur	201300	CHUANG	CRIMINAL	PRE	Defendant
06/12/2008	Dau, Dinal J.	201305	AJAX	CRIMINAL		Defendant
06/12/2008	Hassan, Antar	201306	CHUANG	CRIMINAL		Defendant
06/17/2008	Mercado, Ulysses	201309	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Reynolds, Shawn M.	201310	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Bruce, Brandon Michael	201311	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Sanchez, David Madero	201312	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Betancourt Mendoza, Candelari	201313	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Gonzalez, Candie Lorraine	201314	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Torres, Jury Ivon	201315	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Fitzpatrick, Skyler Jordan	201316	CHUANG	CRIMINAL	PRE	Defendant
06/17/2008	Blair, Ryan Michael	201317	CHUANG	CRIMINAL	PRE	Defendant
06/18/2008	Martinez, Enrique	201318	CHUANG	CRIMINAL	PRE	Defendant
06/18/2008	Ochoa Ibarra, Jose Antonio	201319	CHUANG	CRIMINAL	PRE	Defendant
06/18/2008	Smith, Taylor James	201320	CHUANG	CRIMINAL	PRE	Defendant
06/18/2008	Stroup, Andrew William	201321	CHUANG	CRIMINAL	PRE	Defendant
06/18/2008	Carman, Whitney Colette	201322	CHUANG	CRIMINAL	PRE	Defendant
06/19/2008	Magana, Cesar Manuel	201324	CHUANG	CRIMINAL	PRE	Defendant
06/19/2008	Franklin, Melissa Ann	201325	CHUANG	CRIMINAL	PRE	Defendant
06/19/2008	Hooper, Alan Raymond	201326	CHUANG	CRIMINAL	PRE	Defendant
06/19/2008	Fuentes, Marisa May	201327	CHUANG	CRIMINAL	PRE	Defendant
06/24/2008	Mitchell Faus, Devin Ryan	201329	CHUANG	CRIMINAL	PRE	Defendant
06/24/2008	Evans, Jessie Cherie	201330	CHUANG	CRIMINAL	PRE	Defendant
06/24/2008	Garner, Tasha Renea	201331	CHUANG	CRIMINAL	PRE	Defendant
06/24/2008	Morquecho Perez, Miguel	201332	CHUANG	CRIMINAL	PRE	Defendant

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06/20/2008	Legarda, Jr., Raul Castorgna	201333	CHUANG	CRIMINAL	PRE	Defendant
06/26/2008	Magley, Jaymes Wayne	201334	CHUANG	CRIMINAL	PRE	Defendant
06/26/2008	Denke, Kimberly Anne	201335	CHUANG	CRIMINAL	COM	Defendant
06/30/2008	Siglin, Jr., Raymond Russell	201339	CHUANG	CRIMINAL	PRE	Defendant
07/02/2008	Barnes, Gwendolyn L.	201340	CHUANG	CRIMINAL	PRE	Defendant
07/02/2008	Highbarger, Julie Ann	201341	CHUANG	CRIMINAL	PRE	Defendant
07/03/2008	Richardson, Kristina Marie	201342	CHUANG	CRIMINAL	PRE	Defendant
07/03/2008	Tisdale, Vickie Lynn	201343	CHUANG	CRIMINAL	PRE	Defendant
07/03/2008	Alexander, Chad Douglas	201344	CHUANG	CRIMINAL	PRE	Defendant
07/08/2008	Cum, Aaron David	201349	CHUANG	CRIMINAL	PRE	Defendant
07/09/2008	Ziegler, Stephanie Sonya	201350	CHUANG	CRIMINAL		Defendant
07/09/2008	Muhlbeier, Joshua Jacob	201351	CHUANG	CRIMINAL	PRE	Defendant
07/11/2008	LePoidevin, Travis Allen	201355	CHUANG	CRIMINAL	PRE	Defendant
07/11/2008	Davenport, Deanne Michelle	201356	CHUANG	CRIMINAL	PRE	Defendant
07/11/2008	Graves, Brittney April	201357	CHUANG	CRIMINAL	PRE	Defendant
07/11/2008	Soto Panduro, Juana	201358	CHUANG	CRIMINAL	PRE	Defendant
07/14/2008	Romero, Danny	201359	CHUANG	CRIMINAL	PRE	Defendant
07/15/2008	Harrison, Jeffrey Linberg	201360	CHUANG	CRIMINAL	PRE	Defendant
07/16/2008	McDonald, Shelby	201362	CHUANG	CRIMINAL	PRE	Defendant
07/16/2008	Meade, III, Phillip E.	201364	CHUANG	CRIMINAL	PRE	Defendant
07/16/2008	Horta Romero, Jose Manuel	201365	CHUANG	CRIMINAL	PRE	Defendant
07/16/2008	Robledo, Octavio	201366	CHUANG	CRIMINAL	PRE	Defendant
07/18/2008	Graichen, Ryan	201367	CHUANG	CRIMINAL	PRE	Defendant
07/21/2008	Bennett, Gabriel Owen	201368	CHUANG	CRIMINAL	PRE	Defendant
07/22/2008	Amos, Paris Patrick	201369	CHUANG	CRIMINAL	PRE	Defendant
07/24/2008	Gutierrez Sanchez, Gerardo	201372	CHUANG	CRIMINAL	PRE	Defendant
07/24/2008	Lull, Elijah Leland	201373	CHUANG	CRIMINAL	PRE	Defendant
07/24/2008	Solis, Nilda E.	201374	CHUANG	CRIMINAL	PRE	Defendant
07/28/2008	Contreras, Jose Antonio	201375	CHUANG	CRIMINAL	PRE	Defendant
07/28/2008	Lopez, Juan Ramirez	201376	CHUANG	CRIMINAL	PRE	Defendant
07/28/2008	Laborin Villa, Emmanuel Alberto	201377	CHUANG	CRIMINAL	PRE	Defendant
07/31/2008	Hernandez Bautista, Lidio	201380	CHUANG	CRIMINAL	COM	Defendant
07/31/2008	Guevara, Enrique	201381	CHUANG	CRIMINAL	PRE	Defendant
07/31/2008	Hinojosa, Cindy Roxanna	201382	CHUANG	CRIMINAL	PRE	Defendant
07/31/2008	Cates, Michael Duaine	201383	CHUANG	CRIMINAL	PRE	Defendant
07/31/2008	Abdelrasoul, Badria Adam	201384	CHUANG	CRIMINAL	PRE	Defendant
08/01/2008	Brooks, Kenyon D.	201385	CHUANG	CRIMINAL	PRE	Defendant
08/04/2008	Colbray, Tatum L.	201387	CHUANG	CRIMINAL	PRE	Defendant
08/05/2008	Sutton, Ryan	201388	CHUANG	CRIMINAL	PRE	Defendant
08/05/2008	Wright, Jr., James Edward	201389	CHUANG	CRIMINAL	PRE	Defendant
08/06/2008	Alvarado Torres, Manuel	201390	CHUANG	CRIMINAL		Defendant
08/06/2008	Hester, Ariel Desiree	201391	CHUANG	CRIMINAL	PRE	Defendant
08/06/2008	Copeland, Briney S.	201392	CHUANG	CRIMINAL	PRE	Defendant
08/06/2008	Jones, Joelle M.	201394	CHUANG	CRIMINAL	PRE	Defendant
08/06/2008	Dorca, Tabita	201395	CHUANG	CRIMINAL	PRE	Defendant
08/07/2008	Gorsline, Jeri Carla	201397	CHUANG	CRIMINAL	PRE	Defendant

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Opened	Party Name	Case	Staff	Case Type	Class	Role
08/11/2008	Ssekku Arachchige, Sumanawath	201401	CELSKI	CRIMINAL	PRE	Defendant
08/11/2008	Allen, Johnnie Corey	201405	CELSKI	CRIMINAL	COM	Defendant
08/12/2008	Truong, Cheryl Ann Lozano	201406	CELSKI	CRIMINAL	PRE	Defendant
08/12/2008	Hollenbaugh, Jude John	201407	CELSKI	CRIMINAL	PRE	Defendant
08/12/2008	Davis, Eddie James	201408	CELSKI	CRIMINAL	PRE	Defendant
08/13/2008	Brenchley, Kenneth Gikundi	201410	CELSKI	CRIMINAL	PRE	Defendant
08/13/2008	Dyes, Carmen Marie	201411	CELSKI	CRIMINAL	PRE	Defendant
08/14/2008	Salazar, Roberto Antonio	201412	CELSKI	CRIMINAL	PRE	Defendant
08/14/2008	Brown, Jeffrey D.	201413	CELSKI	CRIMINAL	PRE	Defendant
08/14/2008	Burruss, Rick A.	201414	CELSKI	CRIMINAL	PRE	Defendant
08/15/2008	Maxwell, Leslie Marie	201417	CELSKI	CRIMINAL	PRE	Defendant
08/15/2008	Garza, Jr, Maria	201418	CELSKI	CRIMINAL	PRE	Defendant
08/18/2008	Taley, Michelle Raylene	201419	CELSKI	CRIMINAL	PRE	Defendant
08/18/2008	Talley, Michelle Raylene	201420	CELSKI	CRIMINAL	PRE	Defendant
08/19/2008	Peters, Heather LeAnn	201422	CELSKI	CRIMINAL	PRE	Defendant
08/20/2008	Jackson, Fredrick James	201423	CELSKI	CRIMINAL	PRE	Defendant
08/26/2008	Muradanes, Christine Marie	201431	CELSKI	CRIMINAL	PRE	Defendant
08/26/2008	Jimenez, David	201432	CELSKI	CRIMINAL	PRE	Defendant
08/27/2008	Clark, Michael A.	201433	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Moccasin, Melissa June	201435	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Martinez, Jose S.	201436	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Woods, Jeffrey Michael	201438	CELSKI	CRIMINAL		Defendant
08/28/2008	Martinez, Ricky Ray	201440	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Brown, Zoey C. (Minor)	201442	CELSKI	CRIMINAL		Defendant
08/29/2008	Deen, Jesse James	201443	CELSKI	CRIMINAL	PRE	Defendant

25

Total number of cases in this report = 438

Report Criteria:

- All staff
- Our client Y
- All party roles
- Case Type = CRK
- All classes
- All ID Codes

46
 46
 21
 1
 25

438
 139 01
 299 222 = 521 total cases 2008

Open cases opened between 1/1/2008 and 9/1/2008 or Closed cases closed between 1/1/2008 and 9/1/2008

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
01/2007	Richards, Austin L.	200712	CHUANG	CRIMINAL	PRE	Defendant
04/09/2008	Jones, Kody Webb	201180	CHUANG	CRIMINAL	PRE	Defendant
05/21/2008	Uptain, Verna C.	201258	CHUANG	CRIMINAL	PRE	Defendant
08/06/2008	Copeland, Brinca S.	201392	CHUANG	CRIMINAL	PRE	Defendant
08/08/2008	Seekku Arachchige, Sumanawath	201401	CELSKI	CRIMINAL	PRE	Defendant
08/11/2008	Allen, Johnnie Corey	201405	CELSKI	CRIMINAL	COM	Defendant
08/12/2008	Inlong, Cheryl Ann Lozano	201406	CELSKI	CRIMINAL	PRE	Defendant
08/12/2008	Hollenbaugh, Jobe John	201407	CELSKI	CRIMINAL	PRE	Defendant
08/12/2008	Davis, Eddie James	201408	CELSKI	CRIMINAL	PRE	Defendant
08/13/2008	Brenchley, Kenneth Gikundi	201410	CELSKI	CRIMINAL	PRE	Defendant
08/13/2008	Dyes, Carmen Marie	201411	CELSKI	CRIMINAL	PRE	Defendant
08/14/2008	Salazar, Roberto Antonio	201412	CELSKI	CRIMINAL	PRE	Defendant
08/14/2008	Brown, Jeffrey D.	201413	CELSKI	CRIMINAL	PRE	Defendant
08/14/2008	Burruss, Rick A.	201414	CELSKI	CRIMINAL	PRE	Defendant
08/15/2008	Maxwell, Leslie Marie	201417	CELSKI	CRIMINAL	PRE	Defendant
08/15/2008	Garza, Jr., Martin	201418	CELSKI	CRIMINAL	PRE	Defendant
08/18/2008	Taley, Michelle Raylene	201419	CELSKI	CRIMINAL	PRE	Defendant
08/18/2008	Talley, Michelle Raylene	201420	CELSKI	CRIMINAL	PRE	Defendant
08/19/2008	Peters, Heather LeAnn	201422	CELSKI	CRIMINAL	PRE	Defendant
08/20/2008	Jackson, Fredrick James	201423	CELSKI	CRIMINAL	PRE	Defendant
08/20/2008	Price, Steven Blain	201424	CELSKI	CRIMINAL	PRE	Defendant
08/20/2008	Walker, Britnee	201430	CELSKI	CRIMINAL	PRE	Defendant
08/26/2008	Muradanes, Christine Marie	201431	CELSKI	CRIMINAL	PRE	Defendant
08/26/2008	Jimenez, David	201432	CELSKI	CRIMINAL	PRE	Defendant
08/27/2008	Clark, Michael A.	201433	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Moccasin, Melissa June	201435	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Martinez, Jose S.	201436	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Woods, Jeffrey Michael	201438	CELSKI	CRIMINAL		Defendant
08/28/2008	Openshaw, Alan Evan	201439	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Martinez, Ricky Ray	201440	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Brown, Matthew	201441	CELSKI	CRIMINAL	PRE	Defendant
08/28/2008	Brown, Zoey C. (Minor)	201442	CELSKI	CRIMINAL		Defendant
08/29/2008	Deen, Jesse James	201443	CELSKI	CRIMINAL	PRE	Defendant
09/02/2008	Ortiz, Jose Ricardo	201445	CELSKI	CRIMINAL	PRE	Defendant
09/03/2008	Crossman, Steve	201446	CELSKI	CRIMINAL	PRE	Defendant
09/03/2008	Rodriguez, Nico A.	201447	CELSKI	CRIMINAL	PRE	Defendant
09/03/2008	Mickelson, Thomas	201448	CELSKI	CRIMINAL	PRE	Defendant
09/04/2008	Jaimes, David R.	201449	CELSKI	CRIMINAL	PRE	Defendant
09/09/2008	Cassano, Khyl Walter	201453	CELSKI	CRIMINAL	PRE	Defendant
09/11/2008	Robles, Raymond	201455	CELSKI	CRIMINAL	PRE	Defendant
09/11/2008	Skelly, Andrew S.	201456	CELSKI	CRIMINAL	PRE	Defendant
09/11/2008	Reinhardt, Vickie	201457	CELSKI	CRIMINAL	PRE	Defendant
09/11/2008	Alexander, Karen	201460	CELSKI	CRIMINAL	PRE	Defendant
09/11/2008	Hankel, Amanda	201461	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Troidl, Kyle M.	201466	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Sweany, Edward Z.	201467	CELSKI	CRIMINAL	PRE	Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
09/15/2008	Ray, Cashius Clay	201468	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Montano, Ofelia Vargaz	201469	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Thomas, Ivan Mathew	201470	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Dunlap, Nathan Lee	201471	CELSKI	CRIMINAL	PRE	Defendant
09/16/2008	Hilbert, David Dale	201474	CELSKI	CRIMINAL	PRE	Defendant
09/16/2008	Norton, Erin Christine	201475	CELSKI	CRIMINAL	PRE	Defendant
09/17/2008	Harper, Tenea	201477	CELSKI	CRIMINAL	PRE	Defendant
09/18/2008	Kelsay, Laura	201478	CELSKI	CRIMINAL	PRE	Defendant
09/19/2008	Falrbrother, Don Leovigildo	201479	CELSKI	CRIMINAL	PRE	Defendant
09/25/2008	York, Levi	201483	CELSKI	CRIMINAL	PRE	Defendant
09/25/2008	Williamson, Crystal Lynne	201484	CELSKI	CRIMINAL	PRE	Defendant
09/25/2008	Skerbeck, Myra Lynn	201485	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Flemate, Baldomero Martin	201487	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Arreguin, Ivan	201488	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Switzer, Nina A.	201489	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Ellis, Darcoe E.	201491	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Iberhysaj, Sinaver	201492	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Jones, Kody Webb	201493	CELSKI	CRIMINAL	PRE	Defendant
10/03/2008	Brenchly, Kenneth	201501	CELSKI	CRIMINAL		Defendant
10/03/2008	Chavez, Rufino	201502	CELSKI	CRIMINAL		Defendant
10/03/2008	SKERBECK, MYRA LYNN	201503	CELSKI	CRIMINAL		Defendant
10/03/2008	Richards, Autstin L.	201504	CELSKI	CRIMINAL		Defendant
10/04/2008	Ross, Drew t.	201509	CELSKI	CRIMINAL		Defendant
10/04/2008	Brenchley, Kenneth Gikundi	201510	CELSKI	CRIMINAL		Defendant
10/04/2008	Collins, Jennette C.	201511	CELSKI	CRIMINAL		Defendant
10/04/2008	Reams, Jordan	201512	CELSKI	CRIMINAL		Defendant
10/04/2008	Gomez, Daniel	201513	CELSKI	CRIMINAL		Defendant
10/04/2008	Lancheros, eric	201514	CELSKI	CRIMINAL		Defendant
10/04/2008	BRYANT, DEBRA T.	201515	CELSKI	CRIMINAL		Defendant
10/04/2008	Peters, Heather LeAnn	201516	CELSKI	CRIMINAL		Defendant
10/04/2008	Coomado, Rick J.	201517	CELSKI	CRIMINAL		Defendant
10/04/2008	Garner, Dawn M.	201518	CELSKI	CRIMINAL		Defendant
10/04/2008	Harper, Charlene M.	201519	CELSKI	CRIMINAL		Defendant
10/04/2008	Olivarez, Melissa	201520	CELSKI	CRIMINAL		Defendant
10/08/2008	Coronado, Rick	201521	CELSKI	CRIMINAL		Defendant
10/08/2008	Campos, Juan P.	201522	CELSKI	CRIMINAL		Defendant
10/08/2008	Eisele, Anthony J.	201524	CELSKI	CRIMINAL	PRE	Defendant
10/08/2008	Ross, Vicki L.	201525	CELSKI	CRIMINAL		Defendant
10/08/2008	Iler, Michael e.	201526	CELSKI	CRIMINAL		Defendant
10/28/2008	Laureano, Martin P.	201533	CELSKI	CRIMINAL		Defendant
11/04/2008	King, Michael C.	201540	CELSKI	CRIMINAL		Defendant
11/07/2008	Littrell, Jessica M.	201542	CELSKI	CRIMINAL		Defendant
11/07/2008	Mendoza, Jesus	201544	CELSKI	CRIMINAL		Defendant
11/13/2008	Rose, Douglas	201555	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Ramirez, Enrique T.	201556	CELSKI	CRIMINAL	PAT	Defendant
11/13/2008	Sullivan, James S.	201557	CELSKI	CRIMINAL	PAT	Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
11/13/2008	Swanson, Jeremy M.	201558	CELSKI	CRIMINAL		Defendant
11/13/2008	Zacarias, Florentino	201560	CELSKI	CRIMINAL		Defendant
11/13/2008	Magana, Vanessa Elizabeth	201561	CELSKI	CRIMINAL		Defendant
11/13/2008	Santillan, Eileen E.	201563	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Wiberg, Penny A.	201564	CELSKI	CRIMINAL	PAT	Defendant
11/13/2008	Joseph, David W.	201565	CELSKI	CRIMINAL		Defendant
11/13/2008	Hubbard, Erik K.	201568	CELSKI	CRIMINAL		Defendant
11/13/2008	Arousa, Abraham	201569	CELSKI	CRIMINAL		Defendant
11/13/2008	Archambo, James	201570	CELSKI	CRIMINAL		Defendant
11/13/2008	MendozaVasquez, Jose A.	201571	CELSKI	CRIMINAL		Defendant
11/13/2008	Diaz, Carmela O.	201572	CELSKI	CRIMINAL		Defendant
11/13/2008	Dobbs, Patricia M.	201573	CELSKI	CRIMINAL		Defendant
11/13/2008	Douglas, Justina J.	201574	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Kesseler, Courtney M.	201575	CELSKI	CRIMINAL		Defendant
11/13/2008	Corriveau, Jonathan	201576	CELSKI	CRIMINAL		Defendant
11/13/2008	Trimm, Laura M.	201577	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Smith, Barry L.	201578	CELSKI	CRIMINAL		Defendant
11/13/2008	Elliott, Giatana M.	201579	CELSKI	CRIMINAL		Defendant
11/13/2008	French, Shae W.	201580	CELSKI	CRIMINAL		Defendant
11/13/2008	Florance, Melody Sue	201581	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	MaciasGonzalez, Manuel	201582	CELSKI	CRIMINAL		Defendant
11/13/2008	Savage, Andrew F.	201583	CELSKI	CRIMINAL		Defendant
11/13/2008	Haisley, Lela L.	201584	CELSKI	CRIMINAL	PAT	Defendant
11/14/2008	Agullar, Jose L.	201585	CELSKI	CRIMINAL		Defendant
11/24/2008	Horton, Kathryn J.	201586	CELSKI	CRIMINAL		Defendant
11/25/2008	Martinez, Ivan	201597	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Adams, Brenda K.	201598	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Johnson, Bradley	201599	CELSKI	CRIMINAL		Defendant
11/25/2008	Lynch, Nancy A.	201601	CELSKI	CRIMINAL		Defendant
11/25/2008	Caudle, Shonn T.	201602	CELSKI	CRIMINAL		Defendant
11/25/2008	Hankins, Michael S.	201603	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Jimenez, Simon A.	201604	CELSKI	CRIMINAL		Defendant
11/25/2008	Luttrell, Andrew R.	201605	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Zumwalt, Chanton M.	201607	CELSKI	CRIMINAL		Defendant
11/25/2008	Wiberg, Ashley M.	201608	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Anteau, Justin A.	201609	CELSKI	CRIMINAL		Defendant
11/25/2008	Arambula, Billy L.	201610	CELSKI	CRIMINAL		Defendant
11/25/2008	Blair, Michael E.	201613	CELSKI	CRIMINAL		Defendant
11/25/2008	Bonner, David E.	201614	CELSKI	CRIMINAL		Defendant
11/25/2008	Boskovich, Liberty P.	201615	CELSKI	CRIMINAL		Defendant
11/25/2008	Boyd, Kevin D.	201616	CELSKI	CRIMINAL		Defendant
11/25/2008	Canon, John H.	201617	CELSKI	CRIMINAL		Defendant
11/25/2008	Cassano, Khyll W.	201618	CELSKI	CRIMINAL		Defendant
11/25/2008	Clear, Rodger K.	201619	CELSKI	CRIMINAL	PRE	Defendant
11/25/2008	Coronado, Jessica L.	201620	CELSKI	CRIMINAL		Defendant
11/25/2008	Elizondo, Meagen D.	201621	CELSKI	CRIMINAL		Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
09/15/2008	Ray, Cashius Clay	201468	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Montano, Ofelia Vargaz	201469	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Thomas, Ivan Mathew	201470	CELSKI	CRIMINAL	PRE	Defendant
09/15/2008	Dunlap, Nathan Lee	201471	CELSKI	CRIMINAL	PRE	Defendant
09/16/2008	Hilbert, David Dale	201474	CELSKI	CRIMINAL	PRE	Defendant
09/16/2008	Norton, Erin Christine	201475	CELSKI	CRIMINAL	PRE	Defendant
09/17/2008	Harper, Tenea	201477	CELSKI	CRIMINAL	PRE	Defendant
09/18/2008	Kelsay, Laura	201478	CELSKI	CRIMINAL	PRE	Defendant
09/19/2008	Fairbrother, Don Leovigildo	201479	CELSKI	CRIMINAL	PRE	Defendant
09/25/2008	York, Levi	201483	CELSKI	CRIMINAL	PRE	Defendant
09/25/2008	Williamson, Crystal Lynne	201484	CELSKI	CRIMINAL	PRE	Defendant
09/25/2008	Skarbeck, Myra Lynn	201485	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Flemate, Baldomero Martin	201487	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Arreguin, Ivan	201488	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Switzer, Nina A.	201489	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Ellis, Darcie E.	201491	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Iberhysaj, Sinaver	201492	CELSKI	CRIMINAL	PRE	Defendant
09/26/2008	Jones, Kody Webb	201493	CELSKI	CRIMINAL	PRE	Defendant
10/03/2008	Branchly, Kenneth	201501	CELSKI	CRIMINAL		Defendant
10/03/2008	Chavez, Rufino	201502	CELSKI	CRIMINAL		Defendant
10/03/2008	SKERBECK, MYRA LYNN	201503	CELSKI	CRIMINAL		Defendant
10/03/2008	Richards, Autstin L.	201504	CELSKI	CRIMINAL		Defendant
10/04/2008	Ross, Drew L.	201509	CELSKI	CRIMINAL		Defendant
10/04/2008	Branchley, Kenneth Gikundi	201510	CELSKI	CRIMINAL		Defendant
10/04/2008	Collins, Jennette C.	201511	CELSKI	CRIMINAL		Defendant
10/04/2008	Reams, Jordan	201512	CELSKI	CRIMINAL		Defendant
10/04/2008	Gomez, Daniel	201513	CELSKI	CRIMINAL		Defendant
10/04/2008	Lancheros, eric	201514	CELSKI	CRIMINAL		Defendant
10/04/2008	BRYANT, DEBRA T.	201515	CELSKI	CRIMINAL		Defendant
10/04/2008	Peters, Heather LeAnn	201516	CELSKI	CRIMINAL		Defendant
10/04/2008	Coornado, Rick J.	201517	CELSKI	CRIMINAL		Defendant
10/04/2008	Garner, Dawn M.	201518	CELSKI	CRIMINAL		Defendant
10/04/2008	Harper, Charlene M.	201519	CELSKI	CRIMINAL		Defendant
10/04/2008	Olivarez, Melissa	201520	CELSKI	CRIMINAL		Defendant
10/08/2008	Coronado, Rick	201521	CELSKI	CRIMINAL		Defendant
10/08/2008	Campos, Juan P.	201522	CELSKI	CRIMINAL		Defendant
10/08/2008	Eisele, Anthony J.	201524	CELSKI	CRIMINAL	PRE	Defendant
10/08/2008	Ross, Vicki L.	201525	CELSKI	CRIMINAL		Defendant
10/08/2008	Iler, Michael e.	201526	CELSKI	CRIMINAL		Defendant
10/28/2008	Laureano, Martin P.	201533	CELSKI	CRIMINAL		Defendant
11/04/2008	King, Michael G.	201540	CELSKI	CRIMINAL		Defendant
11/07/2008	Littrell, Jessica M.	201542	CELSKI	CRIMINAL		Defendant
11/07/2008	Mendoza, Jesus	201544	CELSKI	CRIMINAL		Defendant
11/13/2008	Rose, Douglas	201555	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Ramirez, Enrique T.	201556	CELSKI	CRIMINAL	PAT	Defendant
11/13/2008	Sullivan, James S.	201557	CELSKI	CRIMINAL	PAT	Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
11/13/2008	Swanson, Jeremy M.	201558	CELSKI	CRIMINAL		Defendant
11/13/2008	Zacarias, Florentino	201560	CELSKI	CRIMINAL		Defendant
11/13/2008	Magana, Vanessa Elizabeth	201561	CELSKI	CRIMINAL		Defendant
11/13/2008	Santillan, Efrén E.	201563	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Wiberg, Penny A.	201564	CELSKI	CRIMINAL	PAT	Defendant
11/13/2008	Joseph, David W.	201565	CELSKI	CRIMINAL		Defendant
11/13/2008	Hubbard, Erik K.	201568	CELSKI	CRIMINAL		Defendant
11/13/2008	Arousa, Abraham	201569	CELSKI	CRIMINAL		Defendant
11/13/2008	Archambo, James	201570	CELSKI	CRIMINAL		Defendant
11/13/2008	MendozaVasquez, Jose A.	201571	CELSKI	CRIMINAL		Defendant
11/13/2008	Diaz, Carmela O.	201572	CELSKI	CRIMINAL		Defendant
11/13/2008	Dobbs, Patricia M.	201573	CELSKI	CRIMINAL		Defendant
11/13/2008	Douglas, Justina J.	201574	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Kessler, Courtney M.	201575	CELSKI	CRIMINAL		Defendant
11/13/2008	Corriveau, Jonathan	201576	CELSKI	CRIMINAL		Defendant
11/13/2008	Trimm, Laura M.	201577	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	Smith, Barry L.	201578	CELSKI	CRIMINAL		Defendant
11/13/2008	Elliott, Glatana M.	201579	CELSKI	CRIMINAL		Defendant
11/13/2008	French, Shae W.	201580	CELSKI	CRIMINAL		Defendant
11/13/2008	Florance, Melody Sue	201581	CELSKI	CRIMINAL	PRE	Defendant
11/13/2008	MaciasGonzalez, Manuel	201582	CELSKI	CRIMINAL		Defendant
11/13/2008	Savage, Andrew F.	201583	CELSKI	CRIMINAL		Defendant
11/13/2008	Haisley, Lela L.	201584	CELSKI	CRIMINAL	PAT	Defendant
11/14/2008	Aguilar, Jose L.	201585	CELSKI	CRIMINAL		Defendant
11/24/2008	Horton, Kathryn J.	201596	CELSKI	CRIMINAL		Defendant
11/25/2008	Martinez, Ivan	201597	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Adams, Brenda K.	201598	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Johnson, Bradley	201599	CELSKI	CRIMINAL		Defendant
11/25/2008	Lynch, Nancy A.	201601	CELSKI	CRIMINAL		Defendant
11/25/2008	Caudle, Shonn T.	201602	CELSKI	CRIMINAL		Defendant
11/25/2008	Hankins, Michael S.	201603	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Jimenez, Simon A.	201604	CELSKI	CRIMINAL		Defendant
11/25/2008	Luttrell, Andrew R.	201605	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Zumwalt, Chanton M.	201607	CELSKI	CRIMINAL		Defendant
11/25/2008	Wiberg, Ashley M.	201608	CELSKI	CRIMINAL	PAT	Defendant
11/25/2008	Anteau, Justin A.	201609	CELSKI	CRIMINAL		Defendant
11/25/2008	Arambula, Billy L.	201610	CELSKI	CRIMINAL		Defendant
11/25/2008	Blair, Michael E.	201613	CELSKI	CRIMINAL		Defendant
11/25/2008	Bonner, David E.	201614	CELSKI	CRIMINAL		Defendant
11/25/2008	Boskovich, Liberty P.	201615	CELSKI	CRIMINAL		Defendant
11/25/2008	Boyd, Kevin D.	201616	CELSKI	CRIMINAL		Defendant
11/25/2008	Canon, John H.	201617	CELSKI	CRIMINAL		Defendant
11/25/2008	Cassano, Khyll W.	201618	CELSKI	CRIMINAL		Defendant
11/25/2008	Clear, Rodger K.	201619	CELSKI	CRIMINAL	PRE	Defendant
11/25/2008	Coronado, Jessica L.	201620	CELSKI	CRIMINAL		Defendant
11/25/2008	Ellzondo, Meagen D.	201621	CELSKI	CRIMINAL		Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
1	'2008 Griffin, Arden L.	201622	CELSKI	CRIMINAL		Defendant
11/25/2008	Crowe, Andrea M.	201623	CELSKI	CRIMINAL		Defendant
11/25/2008	Heintz, Adam J.	201624	CELSKI	CRIMINAL		Defendant
11/25/2008	Jackson, Sara J.	201625	CELSKI	CRIMINAL		Defendant
11/25/2008	Jaime, Nicole Dawn	201626	CELSKI	CRIMINAL		Defendant
11/25/2008	Merrill, Carolyn S.	201627	CELSKI	CRIMINAL		Defendant
12/01/2008	Burnham, Rebecca A.	201632	CELSKI	CRIMINAL		Defendant
12/01/2008	Brown, Steven E.	201633	CELSKI	CRIMINAL		Defendant
12/01/2008	Campos, Noe	201634	CELSKI	CRIMINAL		Defendant
12/01/2008	Arceo, Juan L	201635	CELSKI	CRIMINAL		Defendant
12/01/2008	Rodriguez, Anastacia	201636	CELSKI	CRIMINAL		Defendant
12/01/2008	Moss, Myra M	201637	CELSKI	CRIMINAL		Defendant
12/01/2008	McCreedy, Julie R.	201638	CELSKI	CRIMINAL		Defendant
12/01/2008	Russell, Kelly	201639	CELSKI	CRIMINAL		Defendant
12/01/2008	Mann, Kristin K.	201640	CELSKI	CRIMINAL		Defendant
12/01/2008	Hudlow, James E	201641	CELSKI	CRIMINAL		Defendant
12/01/2008	Holloman, Tiffany J.	201642	CELSKI	CRIMINAL		Defendant
12/01/2008	Giesen, Darci L.	201644	CELSKI	CRIMINAL		Defendant
12/01/2008	Dragonchuk, Pavel P.	201646	CELSKI	CRIMINAL		Defendant
12/01/2008	Dearing, Karen M.	201647	CELSKI	CRIMINAL		Defendant
12/01/2008	Craig, Michael A.	201648	CELSKI	CRIMINAL		Debtor
12/01/2008	Clifton, Nicholas J.	201649	CELSKI	CRIMINAL		Defendant
12/01/2008	Monroy, Jesse	201653	CELSKI	CRIMINAL	PRE	Defendant
12/01/2008	VARGAS MEJIA, Mr. onelio	201655	CELSKI	CRIMINAL	PAT	Defendant
12/01/2008	Evans, Christopher L.	201656	CELSKI	CRIMINAL		Defendant
12/01/2008	sutter, christopher	201657	CELSKI	CRIMINAL	PAT	Defendant
12/01/2008	Wigley, Jayson D.	201658	CELSKI	CRIMINAL		Defendant
12/01/2008	Patre, Michael A. <i>NOT CALLED</i>	201659	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Alexander, Sean D.	201662	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Billard, Michael P.	201663	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Borrego, Johnny C.	201664	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Clyde, Jennifer	201665	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Holbrook, Audrey E.	201666	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Ortega, Isacc A.	201668	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Richardson, Felicia D.	201669	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Schwartz, Steven J.	201670	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Tamburello, Alex R.	201671	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Bicking, David W.	201673	CELSKI	CRIMINAL	PRE	Defendant
12/03/2008	Chaney, Jimmie W.	201674	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	Tong, Gatluak D.	201688	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	Gasca Chaves, Mr. Javier	201695	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Bumpaous, Sean G.	201696	CELSKI	CRIMINAL		Defendant
12/08/2008	elizordo, Mrs. maegen	201697	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	ferron, Mrs. jean	201699	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Evans, Mr. James	201700	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Lozano, Mr. Clifofas	201701	CELSKI	CRIMINAL	PAT	Defendant

Case Listing By Case Open Date

Opened	Party Name	Case	Staff	Case Type	Class	Role
1 /2008	Moen, Mr. chase	201702	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Honzik, Mr. Gerard M.	201703	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	beltran, Mrs. yazmin	201704	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	cannon, Mr. john	201705	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Haugen, Mr. John	201707	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	ramos michel, Mr. Adolfo	201708	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Wood, Mr. Charles	201709	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Wood, Francis P.	201710	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Ridley, Mr. Channel	201711	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	St.Clair, Mr. Steven W.	201713	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	walsh, Mrs. alexandra d.	201714	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	valdez, Mr. steven	201715	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	thomason, Mr. patrick	201716	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	quintanilla, Mr. samuel	201717	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	smith, Mrs. jeannette j.	201718	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	zimmerle, Mr. risky	201720	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	carillo, Mr. belen	201722	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	creviston, Mr. james g.	201725	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	turner, Mrs. justina	201726	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	benavidez, Mrs. crystal	201727	CELSKI	CRIMINAL		Defendant
12/08/2008	Payne, Mr. John	201730	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	Sword-Kent, Mrs. Vicki	201731	CELSKI	CRIMINAL	PAT	Defendant
12/08/2008	Swett, Mr. Larry	201732	CELSKI	CRIMINAL	PRE	Defendant
12/08/2008	goulart, Mrs. joanna	201733	CELSKI	CRIMINAL	PRE	Defendant
12/09/2008	Rose, Douglas	201736	CELSKI	CRIMINAL	PAT	Defendant
12/09/2008	Sandoval, Jr., Jose	201737	CELSKI	CRIMINAL		Defendant
12/09/2008	Tucker, Linda N.	201738	CELSKI	CRIMINAL		Defendant
12/09/2008	Edwards-Courtney, Heather M.	201739	CELSKI	CRIMINAL	PRE	Defendant
12/09/2008	Pereira, Estera	201740	CELSKI	CRIMINAL	PRE	Defendant
12/09/2008	jiminez aguilar, Mr. simon	201741	CELSKI	CRIMINAL	PRE	Defendant
12/09/2008	Ingalls, II, Keith R.	201742	CELSKI	CRIMINAL	PRE	Defendant
12/09/2008	Milton, Amanda L.	201743	CELSKI	CRIMINAL	PRE	Defendant
12/12/2008	Klnsey, Ronnie	201774	CELSKI	CRIMINAL	POT	Defendant
12/12/2008	Harvey, Jr., James T.	201783	CELSKI	CRIMINAL	PRE	Defendant
12/15/2008	mcgee, Mrs. madalyne	201796	CELSKI	CRIMINAL		Defendant
12/15/2008	grisby, Mrs. aisha	201797	CELSKI	CRIMINAL		Defendant
12/15/2008	durán, Mrs. jacqueline	201798	CELSKI	CRIMINAL		Defendant
12/23/2008	Iler, Tomiann M	201818	CELSKI	CRIMINAL	PRE	Defendant
12/29/2008	Knight, James A.	201827	CELSKI	CRIMINAL		Defendant
12/31/2008	diaz, Mrs. carmelo	201828	CELSKI	CRIMINAL	PRE	Defendant

Case Listing By Case Open Date

Party Name	Case	Staff	Case Type	Class	Role
1/1/2008 Merrell, Carolyn S.	201829	CELSKI	CRIMINAL	PRE	Defendant

Total number of cases in this report = ~~226~~ 222

Report Criteria:

Staff any position = CELSKI

Our client Y

All party roles

Case Type = CRK

All classes

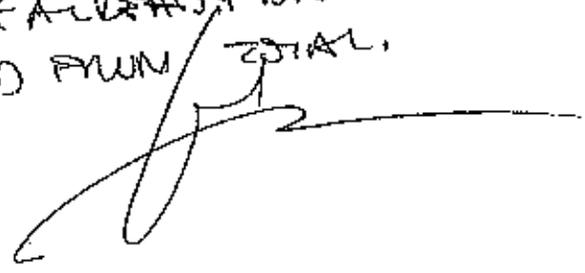
All ID Codes

Open cases opened between 1/1/2008 and 12/31/2008 or Closed cases closed between 1/1/2008 and 12/31/2008

377
229

521 cases total 2008

8 CASES DETERMINED TO
BE DUPLICATES OF CASES WORKED
BY S. ASAX (ALREADY BILLED,
SO SUBTRACTED FROM TOTAL.



RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT FOR LEGAL RESEARCH SERVICES WITH LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC.

WHEREAS, presently, Benton County does not provide any access to legal research services to the full-time public defense attorneys employed in the Office of Public Defense;

WHEREAS, as a result, the public defense attorneys employed in the Office of Public Defense are forced to use the free legal research service provided by the State Bar Association even though the service does not include automated cite checking, a critical service;

WHEREAS, the lack of access to adequate legal research services not only places public defense attorneys at a competitive disadvantage in comparison with the Prosecutor's Office, that does provide its attorneys with access to Westlaw, but also create the possibility of county liability through malpractice or ineffective assistance of counsel claims, and further creates significant inefficiencies in the work flow of the public defense attorneys;

WHEREAS, after research, it appears that LEXISNEXIS, a direct competitor to Westlaw, provides the best value to the County, and the cost of LEXISNEXIS services is low enough it can be absorbed into the Office of Public Defense's office supplies budget with no further fiscal impact;

NOW THEREFORE,

BE IT RESOLVED, that the attached LEXISNEXIS Subscription Plan Amendment for State/Local Government be executed as present.

Dated this day of, 2009.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT**

"Subscriber": County of Benton, Washington	"LN": LexisNexis, a division of Reed Elsevier Inc.
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In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Kennewick, WA

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are ___ judges and attorneys, and ___ government professionals for a total of ___ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a)	WA State	CD01WA	State
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	12/1/2009	to 12/31/2009	\$ N/C
Beginning	1/1/2010	to 12/31/2010	\$ 98.00
Beginning	1/1/2011	to 12/31/2011	\$ 100.00
Beginning	1/1/2012	to 12/31/2012	\$ 102.00
Beginning	1/1/2013	to 12/31/2013	\$ 105.00

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

7. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

(initials) Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until November 24, 2009. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

COUNTY OF BENTON, WASHINGTON

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

APPROVED AS TO FORM & CONTENT



ERIC HSU

BI-COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2009 451

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH MARK
ALMQUIST, DBA COLUMBIA PRIVATE INVESTIGATION, TO PROVIDE CRIMINAL DEFENSE
SERVICES TO ASSIST IN DEFENDING INDIGENT DEFENDANTS IN SUPERIOR COURT
CRIMINAL CASES.

WHEREAS, Benton & Franklin Counties ("Counties") are legally obligated to provide, as reasonable and
necessary, criminal investigative support to defense attorneys representing indigent defendants in Superior
Court;

WHEREAS, after an in-depth selection process four individuals, including Mark Almquist ("Investigator"),
were selected to be awarded investigative services contracts;

WHEREAS, for numerous reasons including the favorably negotiated pricing structure and indemnification
provisions it appears to be in the best interests of the Counties to execute a professional services contract with
Investigator;

NOW THEREFORE, BE IT RESOLVED THAT the attached professional services agreement be executed
as presented and, further, that the chairman of each Board be authorized to sign on behalf of each Board.

Dated this _____ day of _____, 2009

Dated this 16 day of November, 2009

Benton County Board of Commissioners

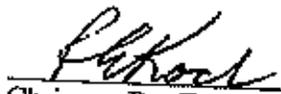
Franklin County Board of Commissioners

Chairman of the Board



Chairman of the Board

Chairman Pro-Tem



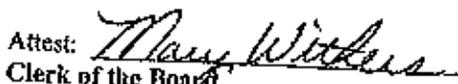
Chairman Pro-Tem

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



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

Attest: _____
Clerk of the Board

Attest: 
Clerk of the Board

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS

THIS AGREEMENT is entered into by and between Mark Almquist, investigator, Washington State Investigator's License #3073 ("Investigator") dba Columbia Private Investigation and THE COUNTIES OF BENTON AND FRANKLIN, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts").

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

- A. The Counties have the legal responsibility to provide investigative services to support the public-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the Counties.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide such services to indigent persons subject to criminal charges in the Courts.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of September 1, 2009, and shall continue thereafter through and including the 31st day of December, 2011, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INVESTIGATOR'S OFFICE LOCATION.**

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at 6855 W Clearwater, Suite A101- 179, Kennewick, WA 99336. Investigator's current local office telephone and fax numbers are (509) 366-7268 and (509)783-9128 respectively; and Investigator's current office/work e-mail address is Mark@columbia-pi.com

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or Investigator may change Investigator's telephone/fax number to another greater

Tri-Cities-area local telephone/fax number, and/or Investigator may change Investigator's e-mail address, provided that Investigator must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Franklin County Prosecuting Attorney, and the Benton County Prosecuting Attorney.

c. The Counties prefer that Investigator locate and maintain Investigator's office in a commercial/professional building. However, regardless of the location Investigator decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Investigator and persons whom Investigator is assigned to assist under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from such persons Investigator is assigned to assist hereunder.

3. INVESTIGATOR'S QUALIFICATIONS. Investigator acknowledges and agrees that the Counties have an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Investigator shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by investigators engaged in providing investigative services for persons accused of crimes in the state of Washington. Investigator acknowledges and agrees that Investigator has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Investigator is assigned to assist under this Agreement.

a. As of the date of this Agreement, Investigator represents and warrants that Investigator is unconditionally licensed to provide private investigative services within the state of Washington; has had at least one (1) year of direct experience in providing investigation services in criminal defense or criminal prosecution matters; has not been a party to an agreement to provide criminal defense-related investigative services that was terminated due to Investigator's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as an investigator that would negatively reflect on Investigator's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Investigator's past conduct or behavior as an investigator.

(i) This Agreement will be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 12 below in the event that Investigator's license to provide investigative services in Washington is revoked or otherwise limited or restricted in any manner.

(ii) Investigator shall notify the Counties and the IDC within three (3) business days if any event specified in paragraph 3.a.(i) above occurs.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Investigator acknowledges and agrees that the Counties may conduct criminal history background check(s) on Investigator. Investigator acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the Counties receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. During each calendar year of the term of this Agreement, beginning in calendar year 2009, Investigator shall be required to pursue and participate in such training, education, and/or other applicable actions required to maintain Investigator's license to provide investigative services within Washington in full force and effect; and Investigator shall provide the IDC with written proof and confirmation that such requirements have been met no later than December 31st of each calendar year.

d. Investigator represents and warrants that, throughout the entire term of this Agreement, Investigator's client caseload on matters outside of this Agreement; Investigator's schedule; and Investigator's office resources, equipment, and support staff; will allow Investigator to competently undertake and effectively perform all services required under this Agreement. Investigator represents and warrants that Investigator's client caseload and schedule outside this Agreement will not interfere with Investigator's ability to timely and efficiently perform services under this Agreement.

4. OTHER INVESTIGATIVE SERVICES AGREEMENTS. On or about the date of this Agreement, the Counties contemplate entering into separate and independent investigative services agreements with other licensed investigators to provide investigative services to persons accused of crimes in the Courts. Investigator agrees to fully cooperate and coordinate with such other investigators, the Courts, and the IDC to establish a process to effectuate the efficient and equitable distribution of clients and cases requiring investigative services. The IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. CASE ASSIGNMENTS. During the term of this Agreement, Investigator agrees to and shall accept assignments from the IDC to provide investigative services for indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Investigator shall provide investigative services as further described in "Exhibit A" to this Agreement. Specifically, Investigator shall provide criminal defense investigative services of the same quality as Investigator provides to private clients. Optionally, whether in conjunction with an assigned case or as a separate matter, Investigator may serve subpoenas on behalf of indigent defense attorneys contracted by or employed by the Counties to provide public indigent defense services. If Investigator desires to be considered for subpoena service assignments, then Investigator shall furnish to the

Counties, through their IDC, with a written statement stating the intent to accept such assignments at the rate provided in "Exhibit B" to this Agreement, and providing a reliable means to receive any subpoenas that need to be served.

Investigator shall not accept assignments in any other manner than as described in this section. Specifically, Investigator shall not accept "indigent defense" or "appointed" case assignments directly from indigent defense attorneys, as the indigent defense attorneys have no authority whatsoever to directly assign or appoint an investigator to any case.

a. Individual case assignments for cases other than Class A felonies, persistent offender cases, or homicide cases, shall be made by the IDC utilizing the following procedure:

(i) Upon determining that a case needs an investigator assigned, the indigent defense attorney of record will contact the IDC, request an investigator, advise of the nature of the investigation, and request a particular investigative cost expenditure limit.

(ii) Upon approval of the request for an investigator, the IDC will assign the case to an investigator from the list of approved investigators (including investigator described herein) on a rotating basis and will assign an initial investigative cost expenditure limit to the case.

(iii) If the requesting attorney has a preference for a particular investigator and can provide adequate justification for needing such particular investigator's services, then, at the IDC's sole and absolute discretion, such requested investigator may be assigned to the case.

b. Once an investigator has been assigned to a case, the IDC will provide written notice of the assignment to both the investigator and the indigent defense attorney of record. Investigator shall not commence any work until written notice of assignment has been received. Such written notice will contain an expenditure limit which shall constitute the maximum compensation and cost reimbursement payable to Investigator on the particular case unless additional expenditures are requested as provided in paragraph 9(d)(iv).

c. Individual case assignments for Class A felonies, persistent offender cases, and homicide cases, shall be made by the IDC in consultation with the indigent defense attorney of record.

d. Individual subpoena service assignments or "stand-alone" subpoena service (i.e., service of subpoenas separate from investigative services on a case) will be made by the IDC utilizing the following procedure:

(i) Upon determining that subpoenas need to be served, the indigent defense attorney of record will contact the IDC and request approval to serve such subpoenas.

(ii) Upon approval of the request, the IDC will assign the service of the subpoenas to a server from a list of approved subpoena servers on a rotating basis. Investigator may elect not to be on this list. As stated above, this Agreement does not obligate Investigator to accept "stand-alone" subpoena service assignments.

(iii) Once the subpoena service has been assigned to a particular investigator, both the investigator and the indigent defense attorney of record will receive written notification of the assignment from the IDC, which notice shall constitute authorization for the investigator to proceed.

e. Service of subpoenas in conjunction with an assigned investigation does not need prior approval or authorization. However, compensation is limited to the amount stated in Exhibit B to this Agreement.

6. CONTINUED SERVICES.

a. Investigator shall have a duty to timely and fully complete all cases assigned to Investigator under this Agreement. Without limitation in that regard, Investigator shall continue to provide investigative services for those persons whom Investigator was assigned to assist and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Investigator's obligation to continue providing post-termination services shall not in any way entitle Investigator to receive any additional compensation beyond the maximum investigative cost expenditure limit expressly specified in the written notice from the IDC authorizing Investigator's assignment to the case.

b. Investigator will be assigned to no new cases under this Agreement during the thirty (30) day period prior to its expiration date specified in paragraph 1 above if Investigator provides written notice to the Counties at least sixty (60) days prior to such termination date of Investigator's desire and intent to not pursue contracting with the Counties again to provide investigative services in the Courts after such expiration date. Investigator may belatedly provide such written notice at any time within said sixty (60) day time period, but the assignment of new cases to Investigator will not stop until thirty (30) days after the date such notice has been received by the Counties.

7. CLIENT ELIGIBILITY. The Courts (or their designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Investigator under this Agreement. Investigator is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-

provided assistance. However, if Investigator is assigned to provide services to a person and subsequently discovers that such person may not be eligible to receive publicly-provided assistance under applicable laws, rules and standards, Investigator, if able to do so within the bounds of ethical rules and professional standards applicable to investigators, shall promptly provide the indigent defense attorney(s) representing the person with such information.

8. CONFLICTS. Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Investigator shall not be required to accept, and Investigator shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Investigator or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to investigators in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Investigator receiving an assignment under this Agreement (or in the event Investigator's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Investigator shall immediately make the indigent defense attorney(s) representing the affected indigent person aware of such development for purposes of the attorney(s) taking immediate action to pursue the assignment of another investigator.

9. COMPENSATION AND REIMBURSEMENT.

a. As full and exclusive compensation for Investigator's performance and rendering of independent professional investigative services hereunder, Investigator shall be compensated as provided in Exhibit B.

b. Payment of such compensation is based on time expended on the case by Investigator only. Time expended by other persons (including, without limitation, Investigator's support staff or associate investigators) on a case at Investigator's request or direction shall be part of Investigator's business overhead and shall not be billable to the Counties.

c. Investigator acknowledges and agrees that Investigator shall not be entitled to claim or receive any reimbursement/payment from the Counties for any business or office-related overhead costs or expenses incurred by Investigator during the course of rendering services under this Agreement (including, without limitation, costs and expenses associated with Investigator's office, office staff, office equipment/facilities, and/or other office-related resources). The Counties recognize, however, that in certain circumstances the need may arise for Investigator to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as costs of out-of-area travel, meals and lodging.

(i) Investigator shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Investigator shall not incur any such expense nor shall Investigator be

entitled to be reimbursed for any such expense unless such expense has been pre-approved as necessary and reasonable by the IDC in accordance with applicable rules, procedures, and standards. Such authorization shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such authorization may nevertheless provide approval for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Investigator for any approved expenditures and costs pertaining to case-related out-of-area travel, meals, and lodging, any reimbursement to Investigator for such expenditures and costs shall not exceed the amounts that are set forth in the Federal General Services Administration ("GSA") reimbursement schedule existing for the locality (if applicable) and period of time when the costs are accrued.

(ii) Without limiting or expanding the preceding provisions of this paragraph 9, Investigator shall be reimbursed only for Investigator's vehicle mileage outside of the Tri-Cities (i.e., outside of the city limits of the Cities of Kennewick, Richland, West Richland and Pasco) accrued while directly engaged in investigations under this Agreement. The rate of such reimbursement shall be equivalent to the rate published by the GSA for the locality (if applicable) and period of time when the mileage is accrued. Such vehicle mileage shall be reimbursed only one time to Investigator, and Investigator shall not attempt to seek duplicative or excessive reimbursement for mileage accrued while simultaneously rendering services on more than one case (e.g., if Investigator accrues 10 miles to travel to a particular location to interview witnesses involved in two separate cases assigned to Investigator hereunder, Investigator shall only be reimbursed for that 10 miles, and not for 20 miles by attempting to claim reimbursement of 10 miles for each case). For reimbursable Benton County case assignments, mileage shall be calculated beginning from the Benton County Justice Center in Kennewick to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways. For reimbursable Franklin County case assignments, mileage shall be calculated beginning from the Franklin County Courthouse to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways.

d. As a precondition to Investigator being paid the above-mentioned compensation and reimbursements for costs and expenses hereunder, Investigator shall submit a "Claim for Compensation" in such form as is prescribed by the IDC, including with such submission an invoice that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Investigator on the case

and that further describes and details the particular actions taken by Investigator on such case that correspond to such expended and billed hours including the date when such actions were taken (exercising appropriate discretion to protect client confidentiality given that such documents are matters of public record unless sealed by the court at the request of the defense attorney representing the client).

(i) Investigator's administrative time expended to prepare, submit, and process Claims for Compensation shall not be billable to the Counties.

(ii) All Claims for Compensation under this Agreement may be subject to the IDC's review and approval for payment.

(iii) Investigator shall timely submit such Claims for Compensation within sixty (60) days of the date on which Investigator expended time for which compensation is sought, and the Counties shall have the right to deny payment of any Claim for Compensation that is not timely and properly submitted within said requisite sixty (60) day period or that is not properly itemized and billed in 1/10 hour intervals as required herein.

(iv) The cumulative sum of compensation and reimbursements being claimed shall be limited to the unclaimed expenditure limit stated in the written notice of assignment unless authorization for additional expenditure is requested and granted prior to providing the additional services that incur such additional expenditure. Such request for authorization for additional expenditure shall be in writing and shall be directed to the IDC by email to opdauthorizations@co.benton.wa.us or delivered to the IDC's office. Such a request shall contain the following information:

- (a) The court case number and name,
- (b) The initial expenditure limit,
- (c) How much of the expenditure limit has been expended and whether it has been billed,
- (d) What investigation has been completed,
- (e) What investigation remains to be done, and
- (f) The requested amount of the authorization for additional expenditure.

(v) Investigator should expect processing time for requests for authorization for additional expenditures of 2-3 business days. It is

Investigator's responsibility to plan investigations and the submission of requests for authorization for additional expenditure in a manner that takes into account this anticipated processing lead time.

(vi) In situations of bona fide emergency, requests for authorization for additional expenditures may be submitted after additional services have been provided. However, the amount of services provided shall be limited to that amount which is essential to address the emergency, and a request for authorization for additional expenditure shall be submitted within 2 business days detailing and specifically describing the circumstances of the emergency. For purposes of this paragraph, the term "emergency" shall be defined as any situation where critically necessary investigative work, beyond what has already been authorized, must be completed within such a short timeframe that it is not possible to obtain authorization from the IDC in advance and the inability to complete such investigative work is reasonably likely to prejudice the rights of the indigent defendant whose criminal case Investigator is assigned to provide investigative services for.

(vii) If Investigator or Investigator's staff wish to make billing inquiries, such inquiries shall be made by email directed to such email address as the IDC designates for such purpose. Investigator should expect such emailed inquiries to be responded to within 3 business days. Repeated telephone contact with the IDC or the IDC's staff, for the sole purpose of making billing inquiries, shall constitute a breach of this Agreement.

e. Claims for Compensation may be submitted throughout any given month. However, Claims for Compensation will only be processed twice each month: The first time on the business day immediately prior to the 15th day of the month and the second time on the business day immediately prior to the 30th day of the month ("Cutoff Day"). In order to facilitate the processing of claims during those two days of the month, Investigator shall, by 5:00 pm no less than two business days prior to each Cutoff Day, provide, via email to such email address as is designated by the IDC, a Billing Summary, which shall clearly and concisely set out the following as to each Claim for Compensation being submitted that the Investigator wants to be processed on the particular Cutoff Day: case name, case number, date submitted, and total amount claimed. Properly submitted Claims for Compensation that are also properly referenced and included in an appropriate and duly-submitted Billing Summary will be paid within 30 calendar days. Failure to provide a Billing Summary shall constitute cause to delay processing of a Claim for Compensation until a summary is received, and may result in a delay in excess of 30 days before the claim is paid.

f. The above-stated compensation to Investigator will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement

is terminated effective October 31, 2009, the above referenced compensation to Investigator also would terminate as of such date, and Investigator would not be entitled to receive any further compensation from the Counties; provided that, Investigator would be entitled to receive any then-accrued and unpaid compensation for services rendered hereunder prior to such termination date; and further provided that Investigator may be entitled to receive compensation for continuing post-termination services provided pursuant to paragraph 6.a. above.

10. INDEMNIFICATIONS AND HOLD HARMLESS. Investigator agrees to and shall fully indemnify the Counties and their elected/appointed representatives, officers, employees, and agents; and to hold the Counties and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Investigator's (or any person, employee, agent, contractor, or entity acting for or on behalf of Investigator or at Investigator's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of investigative services for any person under this Agreement. In the event any suit or legal proceeding is brought against the Counties or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Investigator hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the Counties) and to defend the same at Investigator's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the Counties or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Investigator waives, with respect to the Counties only, any immunity that would otherwise be available to Investigator under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. INSURANCE.

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

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the Counties, the Courts,

and the Counties' elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the Counties; and shall provide for waiver of subrogation rights as to the Counties.

(ii) The insurance policies required by this paragraph 11.a shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the insurance coverage required by this paragraph 11.a throughout the entire term of this Agreement and throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder.

b. Investigator shall also obtain and maintain, at Investigator's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Investigator's profession, in the amount of no less than \$1,000,000.00 per claim nor less than \$2,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

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

(iii) Investigator shall continuously maintain the professional liability insurance coverage required by this paragraph 11.b throughout the entire term of this Agreement, throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Investigator has fully completed all services and duties required hereunder.

c. Contemporaneously with Investigator's execution of this Agreement, Investigator shall provide the Counties and their designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Investigator shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

12. TERMINATION.

a. In addition to any automatic termination provisions set forth in this Agreement, the Counties may elect to terminate this Agreement in the event Investigator fails for whatever reason to comply with any provision of this Agreement after giving Investigator ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Investigator's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The Counties' right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the Counties.

b. In addition to the foregoing provisions regarding termination, either Investigator or the Counties may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Investigator's obligation and duty to accept and complete cases assigned to Investigator, Investigator shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. INDEPENDENT CONTRACTOR. Investigator fully understands, acknowledges, and agrees that Investigator shall not be an agent, representative, or employee of the Counties or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Investigator, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Investigator's duties, responsibilities and obligations imposed under this Agreement, Investigator shall have sole and absolute discretion using Investigator's best professional judgment to determine the manner and means of providing the investigative services required under this Agreement; and neither the Counties, the IDC, nor the Courts shall have any authority or duty to directly control the actual performance of Investigator's services hereunder.

14. NON-ASSIGNMENT; MILITARY LEAVE. Investigator shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Investigator assign, subcontract out, or otherwise delegate any of

Investigator's rights, responsibilities, or obligations under this Agreement. In the event Investigator is called up for active military duty or for direct civilian support of active military operations, Investigator shall provide the Counties and the IDC with written notice of such event within five (5) business days of Investigator being called up so that the IDC and Investigator can coordinate and arrange for an appropriate substitute to handle Investigator's duties under this Agreement while Investigator is on military leave and any reasonable back-to-civilian-life transition time requested by Investigator upon return. Investigator shall receive no compensation under this Agreement while on leave or during any such transition time.

15. VACANCY AND REPLACEMENT. In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the Counties may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified investigator to replace and succeed investigator in providing investigative services to indigent persons in the Courts.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. CAPTIONS; TIME COMPUTATION.

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

18. GOVERNING LAW. This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

19. BINDING EFFECT. Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Investigator's heirs, legal/personal representatives, successors, and assigns.

20. SEVERABILITY. In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this

Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. NON-WAIVER. A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. DISPUTE RESOLUTION.

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The Counties shall pay one-half of the mediator's fees and expenses, and Investigator shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The Counties shall pay one-half of the fees and expenses of the arbitrator(s), and Investigator shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. NOTICES.

a. Any notices required or permitted to be given by Investigator to Benton County under this Agreement shall be in writing and shall be personally delivered to the Benton County Board of Commissioners or mailed to the Benton County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by Investigator to Franklin County under this Agreement shall be in writing and shall be personally delivered to the Franklin County Board of Commissioners or mailed to the Franklin County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Franklin County Board of Commissioners
1016 N. 4th Ave.
Pasco, WA 99301

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

c. Any notices required or permitted to be given by the Counties to Investigator under this Agreement shall be in writing and shall be personally delivered to Investigator or mailed to Investigator via certified U.S. mail, postage prepaid, at Investigator's office address specified and set forth in paragraph 2.a above.

d. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies

thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

e. For purposes of clarity, whenever the terms of this Agreement require Investigator to provide "the Counties" with certain information or notice, such information or notice shall be provided to the Counties' respective Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

24. LEGAL COMPLIANCE. Investigator agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Investigator's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Investigator shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Investigator shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the Counties' respective policies that no person will be subjected to discrimination by the Counties' or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE**]**

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

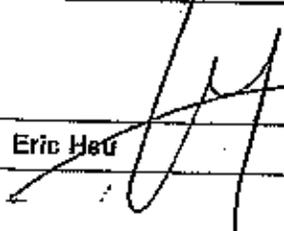
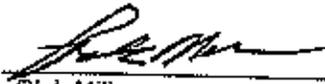
Investigator		Benton & Franklin Counties Office of Public Defense	
		Approved as to Content:	
	10/16/09		10/16/09
Mark T Almquist	Date	Eric Hetu	Date
Approved as to Form:		**This cell intentionally empty**	
	10/1/09		
Tim Klashke	Date		
Attorney at Law			
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: 	By: _____	By: _____
Name: <u>Max Benitz, Jr.</u>	Name: <u>Rick Miller</u>	Name: _____	Name: _____
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>	Title: _____	Title: _____
Date: _____	Date: <u>11-16-2009</u>	Date: _____	Date: _____
Attest: _____	Attest: _____	Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: <u>Mary Withers</u>	Clerk of the Board: _____	Clerk of the Board: _____

EXHIBIT A - SCOPE OF SERVICES

INVESTIGATOR shall provide, as assigned and approved on a case by case basis, professional quality criminal defense investigation services to defense attorneys assigned to represent indigent defendants with criminal cases pending in either Benton County or Franklin County Superior Court.

The services to be provided under this agreement may include, but are not limited to:

1. Attempting to locate witnesses
2. Interviewing witnesses
3. Interviewing victims
4. Researching the criminal history or backgrounds of witnesses or victims
5. Conducting surveillance of witnesses
6. Diagramming crime scenes or other locations associated with a criminal case
7. Photographing items, locations, persons or anything else relevant to defense of a criminal case
8. Cataloging and tracking evidence (only permitted in cases with large amounts of evidence)
9. Serving subpoenas

INVESTIGATOR may provide, as assigned, and only if CONTRACTOR elects to do so, subpoena service. Provided, however, that the maximum compensation for such subpoena services shall be as stated in Exhibit B - Compensation.

Absent specific written instruction to do so from BFOPD, CONTRACTOR shall not be compensated for any of the following services:

1. "Evaluating" any legal document including search warrants
2. Reviewing police reports or any other discovery for purposes of evaluating their sufficiency or for the purposes of determining what, if any, investigation needs to be done
3. Spending time at any hearing or trial except when appearing for the purpose of testifying as a witness
4. Appearing at or waiting during any criminal pre-trial docket

Furthermore, INVESTIGATOR shall not arrange for or bill for, the services of third-party experts since these experts are to be coordinated through the attorney of record with authorization from BFOPD. Experts include, but are not limited to:

1. Polygraph examiners
2. DNA, fingerprint, firearms experts
3. Experts on the identification of substances including controlled substances
4. Handwriting or document analysis experts
5. Arson experts

EXHIBIT B – COMPENSATION

Service	Rate	Comments
Investigator time	\$55 per hour	Must be billed in increments of 1/10 th of an hour together with date and description of services rendered.
Mileage	Published US GSA rate	Only for investigations outside of Tri-Cities area. Starts from respective County Courthouse (ie Benton County Kennewick Justice center for Benton County cases, Franklin County Courthouse for Franklin County cases).
Standard locate	\$20 per locate	For locating addresses using subscription database services
Background investigation	\$50 each	Only for background investigations that involve more than a WATCH inquiry. WATCH inquiry cases are compensated on a reimbursement basis only
Transcription	\$5/page	Only upon specific advance written authorization
Subpoena service	\$25 each service	Contractors are not required to accept subpoenas for service. However, if they do serve subpoenas, this is the maximum compensation for doing so.
Video and photo DVD	\$35 each, \$10 for extra copies	With menu, ready for trial format.
Photo CD	\$10 each	
Photocopies	\$0.13 per page	

BI-COUNTY RESOLUTION

K

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2009 452

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH BRIGHT BOWE, DBA BOWE & ASSOCIATES, LLC, TO PROVIDE CRIMINAL DEFENSE SERVICES TO ASSIST IN DEFENDING INDIGENT DEFENDANTS IN SUPERIOR COURT CRIMINAL CASES.

WHEREAS, Benton & Franklin Counties ("Counties") are legally obligated to provide, as reasonable and necessary, criminal investigative support to defense attorneys representing indigent defendants in Superior Court;

WHEREAS, after an in-depth selection process four individuals, including Bright Bowe ("Investigator"), were selected to be awarded investigative services contracts;

WHEREAS, for numerous reasons including the favorably negotiated pricing structure and indemnification provisions it appears to be in the best interests of the Counties to execute a professional services contract with Investigator;

NOW THEREFORE, BE IT RESOLVED THAT the attached professional services agreement be executed as presented and, further, that the chairman of each Board be authorized to sign on behalf of each Board.

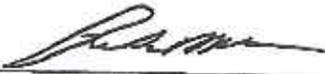
Dated this _____ day of _____, 2009

Dated this 16 day of November, 2009

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chairman of the Board



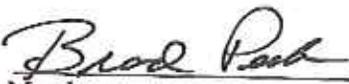
Chairman of the Board

Chairman Pro-Tem



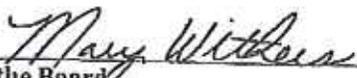
Chairman Pro-Tem

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



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

Attest: _____
Clerk of the Board

Attest: 
Clerk of the Board



PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS

THIS AGREEMENT is entered into by and between Bright Bowe, Investigator, Washington State Investigator's License #1649 ("Investigator") dba Bowe & Associates, LLC and THE COUNTIES OF BENTON AND FRANKLIN, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts").

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

- A. The Counties have the legal responsibility to provide investigative services to support the public-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the Counties.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide such services to indigent persons subject to criminal charges in the Courts.

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

1. AGREEMENT TERM. This Agreement shall be deemed effective for all purposes as of September 1, 2009, and shall continue thereafter through and including the 31st day of December, 2011, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. INVESTIGATOR'S OFFICE LOCATION.

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at 4005 S. Irby St, Kennewick, WA 99337. Investigator's current local office telephone and fax numbers are (509) 582-8420 and (509) 582-2622 respectively; and Investigator's current office/work e-mail address is boweassoc@charter.net.

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or Investigator may change Investigator's telephone/fax number to another greater Tri-Cities-area local telephone/fax number, and/or Investigator may change

Investigator's e-mail address, provided that Investigator must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Franklin County Prosecuting Attorney, and the Benton County Prosecuting Attorney.

c. The Counties prefer that Investigator locate and maintain Investigator's office in a commercial/professional building. However, regardless of the location Investigator decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Investigator and persons whom Investigator is assigned to assist under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from such persons Investigator is assigned to assist hereunder.

3. INVESTIGATOR'S QUALIFICATIONS. Investigator acknowledges and agrees that the Counties have an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Investigator shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by investigators engaged in providing investigative services for persons accused of crimes in the state of Washington. Investigator acknowledges and agrees that Investigator has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Investigator is assigned to assist under this Agreement.

a. As of the date of this Agreement, Investigator represents and warrants that Investigator is unconditionally licensed to provide private investigative services within the state of Washington; has had at least one (1) year of direct experience in providing investigation services in criminal defense or criminal prosecution matters; has not been a party to an agreement to provide criminal defense-related investigative services that was terminated due to Investigator's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as an investigator that would negatively reflect on Investigator's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Investigator's past conduct or behavior as an investigator.

(i) This Agreement will be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 12 below in the event that Investigator's license to provide investigative services in Washington is revoked or otherwise limited or restricted in any manner.

(ii) Investigator shall notify the Counties and the IDC within three (3) business days if any event specified in paragraph 3.a.(i) above occurs.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Investigator acknowledges and agrees that the Counties may conduct criminal history background check(s) on Investigator. Investigator acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the Counties receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. During each calendar year of the term of this Agreement, beginning in calendar year 2009, Investigator shall be required to pursue and participate in such training, education, and/or other applicable actions required to maintain Investigator's license to provide investigative services within Washington in full force and effect; and Investigator shall provide the IDC with written proof and confirmation that such requirements have been met no later than December 31st of each calendar year.

d. Investigator represents and warrants that, throughout the entire term of this Agreement, Investigator's client caseload on matters outside of this Agreement; Investigator's schedule; and Investigator's office resources, equipment, and support staff; will allow Investigator to competently undertake and effectively perform all services required under this Agreement. Investigator represents and warrants that Investigator's client caseload and schedule outside this Agreement will not interfere with Investigator's ability to timely and efficiently perform services under this Agreement.

4. OTHER INVESTIGATIVE SERVICES AGREEMENTS. On or about the date of this Agreement, the Counties contemplate entering into separate and independent investigative services agreements with other licensed investigators to provide investigative services to persons accused of crimes in the Courts. Investigator agrees to fully cooperate and coordinate with such other investigators, the Courts, and the IDC to establish a process to effectuate the efficient and equitable distribution of clients and cases requiring investigative services. The IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. CASE ASSIGNMENTS. During the term of this Agreement, Investigator agrees to and shall accept assignments from the IDC to provide investigative services for indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Investigator shall provide investigative services as further described in "Exhibit A" to this Agreement. Specifically, Investigator shall provide criminal defense investigative services of the same quality as Investigator provides to private clients. Optionally, whether in conjunction with an assigned case or as a separate matter, Investigator may serve subpoenas on behalf of indigent defense attorneys contracted by or employed by the Counties to provide public indigent defense services. If Investigator desires to be considered for subpoena service assignments, then Investigator shall furnish to the

Counties, through their IDC, with a written statement stating the intent to accept such assignments at the rate provided in "Exhibit B" to this Agreement, and providing a reliable means to receive any subpoenas that need to be served.

Investigator shall not accept assignments in any other manner than as described in this section. Specifically, Investigator shall not accept "indigent defense" or "appointed" case assignments directly from indigent defense attorneys, as the indigent defense attorneys have no authority whatsoever to directly assign or appoint an Investigator to any case.

a. Individual case assignments for cases other than Class A felonies, persistent offender cases, or homicide cases, shall be made by the IDC utilizing the following procedure:

(i) Upon determining that a case needs an investigator assigned, the indigent defense attorney of record will contact the IDC, request an investigator, advise of the nature of the investigation, and request a particular investigative cost expenditure limit.

(ii) Upon approval of the request for an investigator, the IDC will assign the case to an investigator from the list of approved investigators (including Investigator described herein) on a rotating basis and will assign an initial investigative cost expenditure limit to the case.

(iii) If the requesting attorney has a preference for a particular investigator and can provide adequate justification for needing such particular investigator's services, then, at the IDC's sole and absolute discretion, such requested investigator may be assigned to the case.

b. Once an investigator has been assigned to a case, the IDC will provide written notice of the assignment to both the investigator and the indigent defense attorney of record. Investigator shall not commence any work until written notice of assignment has been received. Such written notice will contain an expenditure limit which shall constitute the maximum compensation and cost reimbursement payable to Investigator on the particular case unless additional expenditures are requested as provided in paragraph 9(d)(iv).

c. Individual case assignments for Class A felonies, persistent offender cases, and homicide cases, shall be made by the IDC in consultation with the indigent defense attorney of record.

d. Individual subpoena service assignments or "stand-alone" subpoena service (i.e., service of subpoenas separate from investigative services on a case) will be made by the IDC utilizing the following procedure:

(i) Upon determining that subpoenas need to be served, the indigent defense attorney of record will contact the IDC and request approval to serve such subpoenas.

(ii) Upon approval of the request, the IDC will assign the service of the subpoenas to a server from a list of approved subpoena servers on a rotating basis. Investigator may elect not to be on this list. As stated above, this Agreement does not obligate Investigator to accept "stand-alone" subpoena service assignments.

(iii) Once the subpoena service has been assigned to a particular investigator, both the investigator and the indigent defense attorney of record will receive written notification of the assignment from the IDC, which notice shall constitute authorization for the investigator to proceed.

e. Service of subpoenas in conjunction with an assigned investigation does not need prior approval or authorization. However, compensation is limited to the amount stated in Exhibit B to this Agreement.

6. CONTINUED SERVICES.

a. Investigator shall have a duty to timely and fully complete all cases assigned to Investigator under this Agreement. Without limitation in that regard, Investigator shall continue to provide investigative services for those persons whom Investigator was assigned to assist and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Investigator's obligation to continue providing post-termination services shall not in any way entitle Investigator to receive any additional compensation beyond the maximum investigative cost expenditure limit expressly specified in the written notice from the IDC authorizing Investigator's assignment to the case.

b. Investigator will be assigned to no new cases under this Agreement during the thirty (30) day period prior to its expiration date specified in paragraph 1 above if Investigator provides written notice to the Counties at least sixty (60) days prior to such termination date of Investigator's desire and intent to not pursue contracting with the Counties again to provide investigative services in the Courts after such expiration date. Investigator may belatedly provide such written notice at any time within said sixty (60) day time period, but the assignment of new cases to Investigator will not stop until thirty (30) days after the date such notice has been received by the Counties.

7. CLIENT ELIGIBILITY. The Courts (or their designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Investigator under this Agreement. Investigator is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-

provided assistance. However, if Investigator is assigned to provide services to a person and subsequently discovers that such person may not be eligible to receive publicly-provided assistance under applicable laws, rules and standards, Investigator, if able to do so within the bounds of ethical rules and professional standards applicable to investigators, shall promptly provide the indigent defense attorney(s) representing the person with such information.

8. CONFLICTS. Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Investigator shall not be required to accept, and Investigator shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Investigator or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to investigators in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Investigator receiving an assignment under this Agreement (or in the event Investigator's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Investigator shall immediately make the indigent defense attorney(s) representing the affected indigent person aware of such development for purposes of the attorney(s) taking immediate action to pursue the assignment of another investigator.

9. COMPENSATION AND REIMBURSEMENT.

a. As full and exclusive compensation for Investigator's performance and rendering of independent professional investigative services hereunder, Investigator shall be compensated as provided in Exhibit B.

b. Payment of such compensation is based on time expended on the case by Investigator only. Time expended by other persons (including, without limitation, Investigator's support staff or associate investigators) on a case at Investigator's request or direction shall be part of Investigator's business overhead and shall not be billable to the Counties.

c. Investigator acknowledges and agrees that Investigator shall not be entitled to claim or receive any reimbursement/payment from the Counties for any business or office-related overhead costs or expenses incurred by Investigator during the course of rendering services under this Agreement (including, without limitation, costs and expenses associated with Investigator's office, office staff, office equipment/facilities, and/or other office-related resources). The Counties recognize, however, that in certain circumstances the need may arise for Investigator to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as costs of out-of-area travel, meals and lodging.

(i) Investigator shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Investigator shall not incur any such expense nor shall Investigator be

entitled to be reimbursed for any such expense unless such expense has been pre-approved as necessary and reasonable by the IDC in accordance with applicable rules, procedures, and standards. Such authorization shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such authorization may nevertheless provide approval for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Investigator for any approved expenditures and costs pertaining to case-related out-of-area travel, meals, and lodging, any reimbursement to Investigator for such expenditures and costs shall not exceed the amounts that are set forth in the Federal General Services Administration ("GSA") reimbursement schedule existing for the locality (if applicable) and period of time when the costs are accrued.

(ii) Without limiting or expanding the preceding provisions of this paragraph 9, Investigator shall be reimbursed only for Investigator's vehicle mileage outside of the Tri-Cities (i.e., outside of the city limits of the Cities of Kennewick, Richland, West Richland and Pasco) accrued while directly engaged in investigations under this Agreement. The rate of such reimbursement shall be equivalent to the rate published by the GSA for the locality (if applicable) and period of time when the mileage is accrued. Such vehicle mileage shall be reimbursed only one time to Investigator, and Investigator shall not attempt to seek duplicative or excessive reimbursement for mileage accrued while simultaneously rendering services on more than one case (e.g., if Investigator accrues 10 miles to travel to a particular location to interview witnesses involved in two separate cases assigned to Investigator hereunder, Investigator shall only be reimbursed for that 10 miles, and not for 20 miles by attempting to claim reimbursement of 10 miles for each case). For reimbursable Benton County case assignments, mileage shall be calculated beginning from the Benton County Justice Center in Kennewick to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways. For reimbursable Franklin County case assignments, mileage shall be calculated beginning from the Franklin County Courthouse to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways.

d. As a precondition to Investigator being paid the above-mentioned compensation and reimbursements for costs and expenses hereunder, Investigator shall submit a "Claim for Compensation" in such form as is prescribed by the IDC, including with such submission an invoice that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Investigator on the case

and that further describes and details the particular actions taken by Investigator on such case that correspond to such expended and billed hours including the date when such actions were taken (exercising appropriate discretion to protect client confidentiality given that such documents are matters of public record unless sealed by the court at the request of the defense attorney representing the client).

(i) Investigator's administrative time expended to prepare, submit, and process Claims for Compensation shall not be billable to the Counties.

(ii) All Claims for Compensation under this Agreement may be subject to the IDC's review and approval for payment.

(iii) Investigator shall timely submit such Claims for Compensation within sixty (60) days of the date on which Investigator expended time for which compensation is sought, and the Counties shall have the right to deny payment of any Claim for Compensation that is not timely and properly submitted within said requisite sixty (60) day period or that is not properly itemized and billed in 1/10 hour intervals as required herein.

(iv) The cumulative sum of compensation and reimbursements being claimed shall be limited to the unclaimed expenditure limit stated in the written notice of assignment unless authorization for additional expenditure is requested and granted prior to providing the additional services that incur such additional expenditure. Such request for authorization for additional expenditure shall be in writing and shall be directed to the IDC by email to opdauthorizations@co.benton.wa.us or delivered to the IDC's office. Such a request shall contain the following information:

- (a) The court case number and name,
- (b) The initial expenditure limit,
- (c) How much of the expenditure limit has been expended and whether it has been billed,
- (d) What investigation has been completed,
- (e) What investigation remains to be done, and
- (f) The requested amount of the authorization for additional expenditure.

(v) Investigator should expect processing time for requests for authorization for additional expenditures of 2-3 business days. It is

Investigator's responsibility to plan investigations and the submission of requests for authorization for additional expenditure in a manner that takes into account this anticipated processing lead time.

(vi) In situations of bona fide emergency, requests for authorization for additional expenditures may be submitted after additional services have been provided. However, the amount of services provided shall be limited to that amount which is essential to address the emergency, and a request for authorization for additional expenditure shall be submitted within 2 business days detailing and specifically describing the circumstances of the emergency. For purposes of this paragraph, the term "emergency" shall be defined as any situation where critically necessary investigative work, beyond what has already been authorized, must be completed within such a short timeframe that it is not possible to obtain authorization from the IDC in advance and the inability to complete such investigative work is reasonably likely to prejudice the rights of the indigent defendant whose criminal case Investigator is assigned to provide investigative services for.

(vii) If Investigator or Investigator's staff wish to make billing inquiries, such inquiries shall be made by email directed to such email address as the IDC designates for such purpose. Investigator should expect such emailed inquiries to be responded to within 3 business days. Repeated telephone contact with the IDC or the IDC's staff, for the sole purpose of making billing inquiries, shall constitute a breach of this Agreement.

e. Claims for Compensation may be submitted throughout any given month. However, Claims for Compensation will only be processed twice each month: The first time on the business day immediately prior to the 15th day of the month and the second time on the business day immediately prior to the 30th day of the month ("Cutoff Day"). In order to facilitate the processing of claims during those two days of the month, Investigator shall, by 5:00 pm no less than two business days prior to each Cutoff Day, provide, via email to such email address as is designated by the IDC, a Billing Summary, which shall clearly and concisely set out the following as to each Claim for Compensation being submitted that the Investigator wants to be processed on the particular Cutoff Day: case name, case number, date submitted, and total amount claimed. Properly submitted Claims for Compensation that are also properly referenced and included in an appropriate and duly-submitted Billing Summary will be paid within 30 calendar days. Failure to provide a Billing Summary shall constitute cause to delay processing of a Claim for Compensation until a summary is received, and may result in a delay in excess of 30 days before the claim is paid.

f. The above-stated compensation to Investigator will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement

is terminated effective October 31, 2009, the above referenced compensation to Investigator also would terminate as of such date, and Investigator would not be entitled to receive any further compensation from the Counties; provided that, Investigator would be entitled to receive any then-accrued and unpaid compensation for services rendered hereunder prior to such termination date; and further provided that Investigator may be entitled to receive compensation for continuing post-termination services provided pursuant to paragraph 6.a. above.

10. INDEMNIFICATIONS AND HOLD HARMLESS. Investigator agrees to and shall fully indemnify the Counties and their elected/appointed representatives, officers, employees, and agents; and to hold the Counties and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Investigator's (or any person, employee, agent, contractor, or entity acting for or on behalf of Investigator or at Investigator's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of investigative services for any person under this Agreement. In the event any suit or legal proceeding is brought against the Counties or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Investigator hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the Counties) and to defend the same at Investigator's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the Counties or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Investigator waives, with respect to the Counties only, any immunity that would otherwise be available to Investigator under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. INSURANCE.

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

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the Counties, the Courts,

and the Counties' elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the Counties; and shall provide for waiver of subrogation rights as to the Counties.

(ii) The insurance policies required by this paragraph 11.a shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the insurance coverage required by this paragraph 11.a throughout the entire term of this Agreement and throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder.

b. Investigator shall also obtain and maintain, at Investigator's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Investigator's profession, in the amount of no less than \$1,000,000.00 per claim nor less than \$2,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

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

(iii) Investigator shall continuously maintain the professional liability insurance coverage required by this paragraph 11.b throughout the entire term of this Agreement, throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Investigator has fully completed all services and duties required hereunder.

c. Contemporaneously with Investigator's execution of this Agreement, Investigator shall provide the Counties and their designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Investigator shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such Insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

12. TERMINATION.

a. In addition to any automatic termination provisions set forth in this Agreement, the Counties may elect to terminate this Agreement in the event Investigator fails for whatever reason to comply with any provision of this Agreement after giving Investigator ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Investigator's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The Counties' right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the Counties.

b. In addition to the foregoing provisions regarding termination, either Investigator or the Counties may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Investigator's obligation and duty to accept and complete cases assigned to Investigator, Investigator shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. INDEPENDENT CONTRACTOR. Investigator fully understands, acknowledges, and agrees that Investigator shall not be an agent, representative, or employee of the Counties or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Investigator, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Investigator's duties, responsibilities and obligations imposed under this Agreement, investigator shall have sole and absolute discretion using Investigator's best professional judgment to determine the manner and means of providing the investigative services required under this Agreement; and neither the Counties, the IDC, nor the Courts shall have any authority or duty to directly control the actual performance of Investigator's services hereunder.

14. NON-ASSIGNMENT; MILITARY LEAVE. Investigator shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Investigator assign, subcontract out, or otherwise delegate any of

Investigator's rights, responsibilities, or obligations under this Agreement. In the event Investigator is called up for active military duty or for direct civilian support of active military operations, Investigator shall provide the Counties and the IDC with written notice of such event within five (5) business days of Investigator being called up so that the IDC and Investigator can coordinate and arrange for an appropriate substitute to handle Investigator's duties under this Agreement while Investigator is on military leave and any reasonable back-to-civilian-life transition time requested by Investigator upon return. Investigator shall receive no compensation under this Agreement while on leave or during any such transition time.

15. VACANCY AND REPLACEMENT. In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the Counties may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified investigator to replace and succeed Investigator in providing investigative services to indigent persons in the Courts.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. CAPTIONS; TIME COMPUTATION.

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

18. GOVERNING LAW. This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

19. BINDING EFFECT. Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Investigator's heirs, legal/personal representatives, successors, and assigns.

20. SEVERABILITY. In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this

Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. NON-WAIVER. A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. DISPUTE RESOLUTION.

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The Counties shall pay one-half of the mediator's fees and expenses, and Investigator shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The Counties shall pay one-half of the fees and expenses of the arbitrator(s), and Investigator shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. NOTICES.

a. Any notices required or permitted to be given by Investigator to Benton County under this Agreement shall be in writing and shall be personally delivered to the Benton County Board of Commissioners or mailed to the Benton County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by Investigator to Franklin County under this Agreement shall be in writing and shall be personally delivered to the Franklin County Board of Commissioners or mailed to the Franklin County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Franklin County Board of Commissioners
1016 N. 4th Ave.
Pasco, WA 99301

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

c. Any notices required or permitted to be given by the Counties to Investigator under this Agreement shall be in writing and shall be personally delivered to Investigator or mailed to Investigator via certified U.S. mail, postage prepaid, at Investigator's office address specified and set forth in paragraph 2.a above.

d. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies

thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

e. For purposes of clarity, whenever the terms of this Agreement require Investigator to provide "the Counties" with certain information or notice, such information or notice shall be provided to the Counties' respective Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

24. LEGAL COMPLIANCE. Investigator agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Investigator's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Investigator shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Investigator shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the Counties' respective policies that no person will be subjected to discrimination by the Counties' or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE**]**

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

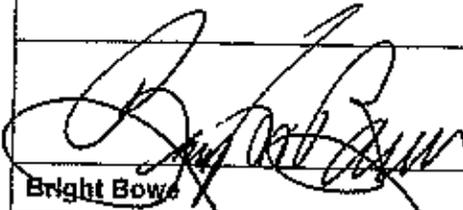
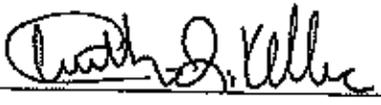
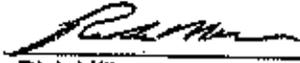
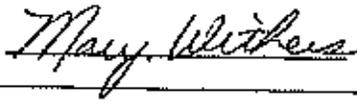
Investigator		Benton & Franklin Counties Office of Public Defense	
		Approved as to Content:	
Bright Bowe	Date: 10/16/09	Eric Hsu	Date: 10/16/09
Approved as to Form:		**This cell intentionally empty**	
	Date: 10/1/09		
Tim Klashke	Date		
Attorney at Law			
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By: _____	By: 		
Name: Max Benitz, Jr.	Name: Rick Miller		
Title: Chairman, Board of Commissioners	Title: Chairman, Board of Commissioners		
Date: _____	Date: 11-16-2009		
Attest: _____	Attest: _____		
Clerk of the Board: _____	Clerk of the Board: 		

EXHIBIT A – SCOPE OF SERVICES

INVESTIGATOR shall provide, as assigned and approved on a case by case basis, professional quality criminal defense investigation services to defense attorneys assigned to represent indigent defendants with criminal cases pending in either Benton County or Franklin County Superior Court.

The services to be provided under this agreement may include, but are not limited to:

1. Attempting to locate witnesses
2. Interviewing witnesses
3. Interviewing victims
4. Researching the criminal history or backgrounds of witnesses or victims
5. Conducting surveillance of witnesses
6. Diagramming crime scenes or other locations associated with a criminal case
7. Photographing items, locations, persons or anything else relevant to defense of a criminal case
8. Cataloging and tracking evidence (only permitted in cases with large amounts of evidence)
9. Serving subpoenas

INVESTIGATOR may provide, as assigned, and only if CONTRACTOR elects to do so, subpoena service. Provided, however, that the maximum compensation for such subpoena services shall be as stated in Exhibit B – Compensation.

Absent specific written instruction to do so from BFOPD, CONTRACTOR shall not be compensated for any of the following services:

1. "Evaluating" any legal document including search warrants
2. Reviewing police reports or any other discovery for purposes of evaluating their sufficiency or for the purposes of determining what, if any, investigation needs to be done
3. Spending time at any hearing or trial except when appearing for the purpose of testifying as a witness
4. Appearing at or waiting during any criminal pre-trial docket

Furthermore, INVESTIGATOR shall not arrange for or bill for, the services of third-party experts since these experts are to be coordinated through the attorney of record with authorization from BFOPD. Experts include, but are not limited to:

1. Polygraph examiners
2. DNA, fingerprint, firearms experts
3. Experts on the identification of substances including controlled substances
4. Handwriting or document analysis experts
5. Arson experts

EXHIBIT B – COMPENSATION

Service	Rate	Comments
Investigator time	\$55 per hour	Must be billed in increments of 1/10 th of an hour together with date and description of services rendered.
Mileage	Published US GSA rate	Only for investigations outside of Tri-Cities area. Starts from respective County Courthouse (ie Benton County Kennewick Justice center for Benton County cases, Franklin County Courthouse for Franklin County cases).
Standard locate	\$20 per locate	For locating addresses using subscription database services
Background investigation	\$50 each	Only for background investigations that involve more than a WATCH inquiry. WATCH inquiry cases are compensated on a reimbursement basis only
Transcription	\$5/page	Only upon specific advance written authorization
Subpoena service	\$25 each service	Contractors are not required to accept subpoenas for service. However, if they do serve subpoenas, this is the maximum compensation for doing so.
Video and photo DVD	\$35 each, \$10 for extra copies	With menu, ready for trial format.
Photo CD	\$10 each	
Photocopies	\$0.13 per page	

BI-COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. ~~4449~~ 453

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH MARIO TORRES, DBA CASEY INVESTIGATIONS, TO PROVIDE CRIMINAL DEFENSE SERVICES TO ASSIST IN DEFENDING INDIGENT DEFENDANTS IN SUPERIOR COURT CRIMINAL CASES.

WHEREAS, Benton & Franklin Counties ("Counties") are legally obligated to provide, as reasonable and necessary, criminal investigative support to defense attorneys representing indigent defendants in Superior Court;

WHEREAS, after an in-depth selection process four individuals, including Mario Torres ("Investigator"), were selected to be awarded investigative services contracts;

WHEREAS, for numerous reasons including the favorably negotiated pricing structure and indemnification provisions it appears to be in the best interests of the Counties to execute a professional services contract with Investigator;

NOW THEREFORE, BE IT RESOLVED THAT the attached professional services agreement be executed as presented and, further, that the chairman of each Board be authorized to sign on behalf of each Board.

Dated this _____ day of _____, 2009

Dated this 16 day of November, 2009

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chairman of the Board



Chairman of the Board

Chairman Pro-Tem



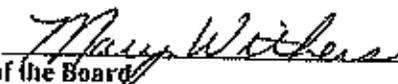
Chairman Pro-Tem

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



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

Attest: _____
Clerk of the Board

Attest: 
Clerk of the Board

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS

THIS AGREEMENT is entered into by and between Mario Torres, investigator, Washington State Investigator's License #1880 ("Investigator") dba Casey Investigations, and THE COUNTIES OF BENTON AND FRANKLIN, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts").

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

- A. The Counties have the legal responsibility to provide investigative services to support the public-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the Counties.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide such services to indigent persons subject to criminal charges in the Courts.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of September 1, 2009, and shall continue thereafter through and including the 31st day of December, 2011, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INVESTIGATOR'S OFFICE LOCATION.**

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at 1360 Westgate Way, Richland, WA 99352. Investigator's current local office telephone and fax numbers are (509) 943-4543 and (866)858-1909 respectively; and Investigator's current office/work e-mail address is caseyinvestigations@searchinfo.us.

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or Investigator may change Investigator's telephone/fax number to another greater

Tri-Cities-area local telephone/fax number, and/or Investigator may change Investigator's e-mail address, provided that Investigator must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Franklin County Prosecuting Attorney, and the Benton County Prosecuting Attorney.

c. The Counties prefer that Investigator locate and maintain Investigator's office in a commercial/professional building. However, regardless of the location Investigator decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Investigator and persons whom Investigator is assigned to assist under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from such persons Investigator is assigned to assist hereunder.

3. INVESTIGATOR'S QUALIFICATIONS. Investigator acknowledges and agrees that the Counties have an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Investigator shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by investigators engaged in providing investigative services for persons accused of crimes in the state of Washington. Investigator acknowledges and agrees that Investigator has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Investigator is assigned to assist under this Agreement.

a. As of the date of this Agreement, Investigator represents and warrants that Investigator is unconditionally licensed to provide private investigative services within the state of Washington; has had at least one (1) year of direct experience in providing investigation services in criminal defense or criminal prosecution matters; has not been a party to an agreement to provide criminal defense-related investigative services that was terminated due to Investigator's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as an investigator that would negatively reflect on Investigator's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Investigator's past conduct or behavior as an investigator.

(i) This Agreement will be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 12 below in the event that Investigator's license to provide investigative services in Washington is revoked or otherwise limited or restricted in any manner.

(ii) Investigator shall notify the Counties and the IDC within three (3) business days if any event specified in paragraph 3.a.(i) above occurs.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Investigator acknowledges and agrees that the Counties may conduct criminal history background check(s) on Investigator. Investigator acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the Counties receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. During each calendar year of the term of this Agreement, beginning in calendar year 2009, Investigator shall be required to pursue and participate in such training, education, and/or other applicable actions required to maintain Investigator's license to provide investigative services within Washington in full force and effect; and Investigator shall provide the IDC with written proof and confirmation that such requirements have been met no later than December 31st of each calendar year.

d. Investigator represents and warrants that, throughout the entire term of this Agreement, Investigator's client caseload on matters outside of this Agreement; Investigator's schedule; and Investigator's office resources, equipment, and support staff; will allow Investigator to competently undertake and effectively perform all services required under this Agreement. Investigator represents and warrants that Investigator's client caseload and schedule outside this Agreement will not interfere with Investigator's ability to timely and efficiently perform services under this Agreement.

4. OTHER INVESTIGATIVE SERVICES AGREEMENTS. On or about the date of this Agreement, the Counties contemplate entering into separate and independent investigative services agreements with other licensed investigators to provide investigative services to persons accused of crimes in the Courts. Investigator agrees to fully cooperate and coordinate with such other investigators, the Courts, and the IDC to establish a process to effectuate the efficient and equitable distribution of clients and cases requiring investigative services. The IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. CASE ASSIGNMENTS. During the term of this Agreement, Investigator agrees to and shall accept assignments from the IDC to provide investigative services for indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Investigator shall provide investigative services as further described in "Exhibit A" to this Agreement. Specifically, Investigator shall provide criminal defense investigative services of the same quality as Investigator provides to private clients. Optionally, whether in conjunction with an assigned case or as a separate matter, Investigator may serve subpoenas on behalf of indigent defense attorneys contracted by or employed by the Counties to provide public indigent defense services. If Investigator desires to be considered for subpoena service assignments, then Investigator shall furnish to the

Counties, through their IDC, with a written statement stating the intent to accept such assignments at the rate provided in "Exhibit B" to this Agreement, and providing a reliable means to receive any subpoenas that need to be served.

Investigator shall not accept assignments in any other manner than as described in this section. Specifically, Investigator shall not accept "indigent defense" or "appointed" case assignments directly from indigent defense attorneys, as the indigent defense attorneys have no authority whatsoever to directly assign or appoint an Investigator to any case.

a. Individual case assignments for cases other than Class A felonies, persistent offender cases, or homicide cases, shall be made by the IDC utilizing the following procedure:

(i) Upon determining that a case needs an investigator assigned, the indigent defense attorney of record will contact the IDC, request an investigator, advise of the nature of the investigation, and request a particular investigative cost expenditure limit.

(ii) Upon approval of the request for an investigator, the IDC will assign the case to an investigator from the list of approved investigators (including Investigator described herein) on a rotating basis and will assign an initial investigative cost expenditure limit to the case.

(iii) If the requesting attorney has a preference for a particular investigator and can provide adequate justification for needing such particular investigator's services, then, at the IDC's sole and absolute discretion, such requested investigator may be assigned to the case.

b. Once an investigator has been assigned to a case, the IDC will provide written notice of the assignment to both the investigator and the indigent defense attorney of record. Investigator shall not commence any work until written notice of assignment has been received. Such written notice will contain an expenditure limit which shall constitute the maximum compensation and cost reimbursement payable to Investigator on the particular case unless additional expenditures are requested as provided in paragraph 9(d)(iv).

c. Individual case assignments for Class A felonies, persistent offender cases, and homicide cases, shall be made by the IDC in consultation with the indigent defense attorney of record.

d. Individual subpoena service assignments or "stand-alone" subpoena service (i.e., service of subpoenas separate from investigative services on a case) will be made by the IDC utilizing the following procedure:

(i) Upon determining that subpoenas need to be served, the indigent defense attorney of record will contact the IDC and request approval to serve such subpoenas.

(ii) Upon approval of the request, the IDC will assign the service of the subpoenas to a server from a list of approved subpoena servers on a rotating basis. Investigator may elect not to be on this list. As stated above, this Agreement does not obligate Investigator to accept "stand-alone" subpoena service assignments.

(iii) Once the subpoena service has been assigned to a particular Investigator, both the Investigator and the indigent defense attorney of record will receive written notification of the assignment from the IDC, which notice shall constitute authorization for the Investigator to proceed.

e. Service of subpoenas in conjunction with an assigned investigation does not need prior approval or authorization. However, compensation is limited to the amount stated in Exhibit B to this Agreement.

6. CONTINUED SERVICES.

a. Investigator shall have a duty to timely and fully complete all cases assigned to Investigator under this Agreement. Without limitation in that regard, Investigator shall continue to provide investigative services for those persons whom Investigator was assigned to assist and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Investigator's obligation to continue providing post-termination services shall not in any way entitle Investigator to receive any additional compensation beyond the maximum investigative cost expenditure limit expressly specified in the written notice from the IDC authorizing Investigator's assignment to the case.

b. Investigator will be assigned to no new cases under this Agreement during the thirty (30) day period prior to its expiration date specified in paragraph 1 above if Investigator provides written notice to the Counties at least sixty (60) days prior to such termination date of Investigator's desire and intent to not pursue contracting with the Counties again to provide investigative services in the Courts after such expiration date. Investigator may belatedly provide such written notice at any time within said sixty (60) day time period, but the assignment of new cases to Investigator will not stop until thirty (30) days after the date such notice has been received by the Counties.

7. CLIENT ELIGIBILITY. The Courts (or their designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Investigator under this Agreement. Investigator is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-

provided assistance. However, if Investigator is assigned to provide services to a person and subsequently discovers that such person may not be eligible to receive publicly-provided assistance under applicable laws, rules and standards, Investigator, if able to do so within the bounds of ethical rules and professional standards applicable to investigators, shall promptly provide the indigent defense attorney(s) representing the person with such information.

8. CONFLICTS. Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Investigator shall not be required to accept, and Investigator shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Investigator or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to investigators in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Investigator receiving an assignment under this Agreement (or in the event Investigator's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Investigator shall immediately make the indigent defense attorney(s) representing the affected indigent person aware of such development for purposes of the attorney(s) taking immediate action to pursue the assignment of another investigator.

9. COMPENSATION AND REIMBURSEMENT.

a. As full and exclusive compensation for Investigator's performance and rendering of independent professional investigative services hereunder, Investigator shall be compensated as provided in Exhibit B.

b. Payment of such compensation is based on time expended on the case by Investigator only. Time expended by other persons (including, without limitation, Investigator's support staff or associate investigators) on a case at Investigator's request or direction shall be part of Investigator's business overhead and shall not be billable to the Counties.

c. Investigator acknowledges and agrees that Investigator shall not be entitled to claim or receive any reimbursement/payment from the Counties for any business or office-related overhead costs or expenses incurred by Investigator during the course of rendering services under this Agreement (including, without limitation, costs and expenses associated with Investigator's office, office staff, office equipment/facilities, and/or other office-related resources). The Counties recognize, however, that in certain circumstances the need may arise for Investigator to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as costs of out-of-area travel, meals and lodging.

(i) Investigator shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Investigator shall not incur any such expense nor shall Investigator be

entitled to be reimbursed for any such expense unless such expense has been pre-approved as necessary and reasonable by the IDC in accordance with applicable rules, procedures, and standards. Such authorization shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such authorization may nevertheless provide approval for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Investigator for any approved expenditures and costs pertaining to case-related out-of-area travel, meals, and lodging, any reimbursement to Investigator for such expenditures and costs shall not exceed the amounts that are set forth in the Federal General Services Administration ("GSA") reimbursement schedule existing for the locality (if applicable) and period of time when the costs are accrued.

(ii) Without limiting or expanding the preceding provisions of this paragraph 9, Investigator shall be reimbursed only for Investigator's vehicle mileage outside of the Tri-Cities (i.e., outside of the city limits of the Cities of Kennewick, Richland, West Richland and Pasco) accrued while directly engaged in investigations under this Agreement. The rate of such reimbursement shall be equivalent to the rate published by the GSA for the locality (if applicable) and period of time when the mileage is accrued. Such vehicle mileage shall be reimbursed only one time to Investigator, and Investigator shall not attempt to seek duplicative or excessive reimbursement for mileage accrued while simultaneously rendering services on more than one case (e.g., if Investigator accrues 10 miles to travel to a particular location to interview witnesses involved in two separate cases assigned to Investigator hereunder, Investigator shall only be reimbursed for that 10 miles, and not for 20 miles by attempting to claim reimbursement of 10 miles for each case). For reimbursable Benton County case assignments, mileage shall be calculated beginning from the Benton County Justice Center in Kennewick to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways. For reimbursable Franklin County case assignments, mileage shall be calculated beginning from the Franklin County Courthouse to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways.

d. As a precondition to Investigator being paid the above-mentioned compensation and reimbursements for costs and expenses hereunder, Investigator shall submit a "Claim for Compensation" in such form as is prescribed by the IDC, including with such submission an invoice that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Investigator on the case

and that further describes and details the particular actions taken by Investigator on such case that correspond to such expended and billed hours including the date when such actions were taken (exercising appropriate discretion to protect client confidentiality given that such documents are matters of public record unless sealed by the court at the request of the defense attorney representing the client).

(i) Investigator's administrative time expended to prepare, submit, and process Claims for Compensation shall not be billable to the Counties.

(ii) All Claims for Compensation under this Agreement may be subject to the IDC's review and approval for payment.

(iii) Investigator shall timely submit such Claims for Compensation within sixty (60) days of the date on which Investigator expended time for which compensation is sought, and the Counties shall have the right to deny payment of any Claim for Compensation that is not timely and properly submitted within said requisite sixty (60) day period or that is not properly itemized and billed in 1/10 hour intervals as required herein.

(iv) The cumulative sum of compensation and reimbursements being claimed shall be limited to the unclaimed expenditure limit stated in the written notice of assignment unless authorization for additional expenditure is requested and granted prior to providing the additional services that incur such additional expenditure. Such request for authorization for additional expenditure shall be in writing and shall be directed to the IDC by email to opdauthorizations@co.benton.wa.us or delivered to the IDC's office. Such a request shall contain the following information:

(a) The court case number and name,

(b) The initial expenditure limit,

(c) How much of the expenditure limit has been expended and whether it has been billed,

(d) What investigation has been completed,

(e) What investigation remains to be done, and

(f) The requested amount of the authorization for additional expenditure.

(v) Investigator should expect processing time for requests for authorization for additional expenditures of 2-3 business days. It is

Investigator's responsibility to plan investigations and the submission of requests for authorization for additional expenditure in a manner that takes into account this anticipated processing lead time.

(vi) In situations of bona fide emergency, requests for authorization for additional expenditures may be submitted after additional services have been provided. However, the amount of services provided shall be limited to that amount which is essential to address the emergency, and a request for authorization for additional expenditure shall be submitted within 2 business days detailing and specifically describing the circumstances of the emergency. For purposes of this paragraph, the term "emergency" shall be defined as any situation where critically necessary investigative work, beyond what has already been authorized, must be completed within such a short timeframe that it is not possible to obtain authorization from the IDC in advance and the inability to complete such investigative work is reasonably likely to prejudice the rights of the indigent defendant whose criminal case Investigator is assigned to provide investigative services for.

(vii) If Investigator or Investigator's staff wish to make billing inquiries, such inquiries shall be made by email directed to such email address as the IDC designates for such purpose. Investigator should expect such emailed inquiries to be responded to within 3 business days. Repeated telephone contact with the IDC or the IDC's staff, for the sole purpose of making billing inquiries, shall constitute a breach of this Agreement.

e. Claims for Compensation may be submitted throughout any given month. However, Claims for Compensation will only be processed twice each month: The first time on the business day immediately prior to the 15th day of the month and the second time on the business day immediately prior to the 30th day of the month ("Cutoff Day"). In order to facilitate the processing of claims during those two days of the month, Investigator shall, by 5:00 pm no less than two business days prior to each Cutoff Day, provide, via email to such email address as is designated by the IDC, a Billing Summary, which shall clearly and concisely set out the following as to each Claim for Compensation being submitted that the Investigator wants to be processed on the particular Cutoff Day: case name, case number, date submitted, and total amount claimed. Properly submitted Claims for Compensation that are also properly referenced and included in an appropriate and duly-submitted Billing Summary will be paid within 30 calendar days. Failure to provide a Billing Summary shall constitute cause to delay processing of a Claim for Compensation until a summary is received, and may result in a delay in excess of 30 days before the claim is paid.

f. The above-stated compensation to Investigator will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement

is terminated effective October 31, 2009, the above referenced compensation to Investigator also would terminate as of such date, and Investigator would not be entitled to receive any further compensation from the Counties; provided that, Investigator would be entitled to receive any then-accrued and unpaid compensation for services rendered hereunder prior to such termination date; and further provided that Investigator may be entitled to receive compensation for continuing post-termination services provided pursuant to paragraph 6.a. above.

10. INDEMNIFICATIONS AND HOLD HARMLESS. Investigator agrees to and shall fully indemnify the Counties and their elected/appointed representatives, officers, employees, and agents; and to hold the Counties and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Investigator's (or any person, employee, agent, contractor, or entity acting for or on behalf of Investigator or at Investigator's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of investigative services for any person under this Agreement. In the event any suit or legal proceeding is brought against the Counties or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Investigator hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the Counties) and to defend the same at Investigator's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the Counties or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Investigator waives, with respect to the Counties only, any immunity that would otherwise be available to Investigator under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. INSURANCE.

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

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the Counties, the Courts,

and the Counties' elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the Counties; and shall provide for waiver of subrogation rights as to the Counties.

(ii) The insurance policies required by this paragraph 11.a shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the insurance coverage required by this paragraph 11.a throughout the entire term of this Agreement and throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder.

b. Investigator shall also obtain and maintain, at Investigator's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Investigator's profession, in the amount of no less than \$1,000,000.00 per claim nor less than \$2,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

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

(iii) Investigator shall continuously maintain the professional liability insurance coverage required by this paragraph 11.b throughout the entire term of this Agreement, throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Investigator has fully completed all services and duties required hereunder.

c. Contemporaneously with Investigator's execution of this Agreement, Investigator shall provide the Counties and their designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Investigator shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

12. TERMINATION.

a. In addition to any automatic termination provisions set forth in this Agreement, the Counties may elect to terminate this Agreement in the event Investigator fails for whatever reason to comply with any provision of this Agreement after giving Investigator ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Investigator's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The Counties' right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the Counties.

b. In addition to the foregoing provisions regarding termination, either Investigator or the Counties may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Investigator's obligation and duty to accept and complete cases assigned to Investigator, Investigator shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. INDEPENDENT CONTRACTOR. Investigator fully understands, acknowledges, and agrees that Investigator shall not be an agent, representative, or employee of the Counties or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Investigator, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Investigator's duties, responsibilities and obligations imposed under this Agreement, Investigator shall have sole and absolute discretion using Investigator's best professional judgment to determine the manner and means of providing the investigative services required under this Agreement; and neither the Counties, the IDC, nor the Courts shall have any authority or duty to directly control the actual performance of Investigator's services hereunder.

14. NON-ASSIGNMENT; MILITARY LEAVE. Investigator shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Investigator assign, subcontract out, or otherwise delegate any of

Investigator's rights, responsibilities, or obligations under this Agreement. In the event Investigator is called up for active military duty or for direct civilian support of active military operations, Investigator shall provide the Counties and the IDC with written notice of such event within five (5) business days of Investigator being called up so that the IDC and Investigator can coordinate and arrange for an appropriate substitute to handle Investigator's duties under this Agreement while Investigator is on military leave and any reasonable back-to-civilian-life transition time requested by Investigator upon return. Investigator shall receive no compensation under this Agreement while on leave or during any such transition time.

15. VACANCY AND REPLACEMENT. In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the Counties may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified investigator to replace and succeed Investigator in providing investigative services to indigent persons in the Courts.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. CAPTIONS; TIME COMPUTATION.

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

18. GOVERNING LAW. This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

19. BINDING EFFECT. Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Investigator's heirs, legal/personal representatives, successors, and assigns.

20. SEVERABILITY. In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this

Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. NON-WAIVER. A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. DISPUTE RESOLUTION.

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The Counties shall pay one-half of the mediator's fees and expenses, and Investigator shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The Counties shall pay one-half of the fees and expenses of the arbitrator(s), and Investigator shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. NOTICES.

a. Any notices required or permitted to be given by Investigator to Benton County under this Agreement shall be in writing and shall be personally delivered to the Benton County Board of Commissioners or mailed to the Benton County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by Investigator to Franklin County under this Agreement shall be in writing and shall be personally delivered to the Franklin County Board of Commissioners or mailed to the Franklin County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Franklin County Board of Commissioners
1016 N. 4th Ave.
Pasco, WA 99301

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

c. Any notices required or permitted to be given by the Counties to Investigator under this Agreement shall be in writing and shall be personally delivered to Investigator or mailed to Investigator via certified U.S. mail, postage prepaid, at Investigator's office address specified and set forth in paragraph 2.a above.

d. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies

thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

e. For purposes of clarity, whenever the terms of this Agreement require Investigator to provide "the Counties" with certain information or notice, such information or notice shall be provided to the Counties' respective Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

24. LEGAL COMPLIANCE. Investigator agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Investigator's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Investigator shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Investigator shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the Counties' respective policies that no person will be subjected to discrimination by the Counties' or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE**]**

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

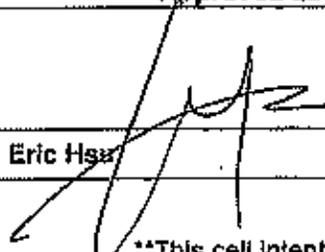
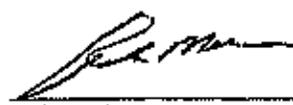
Investigator	Benton & Franklin Counties Office of Public Defense
Approved as to Content:	
 <u>Mario Torres</u> Date	 <u>Eric Hsu</u> Date
<u>10-16-09</u> Date	<u>10/16/09</u> Date
Approved as to Form:	
 <u>Tim Klashke</u> Date	**This cell intentionally empty**
<u>10/1/09</u> Date	
Attorney at Law	
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
By: _____ Name: <u>Max Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	 By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>11-16-2009</u>
Attest: _____ Clerk of the Board: _____	Attest: _____ Clerk of the Board: <u>Mary Withers</u>

EXHIBIT A – SCOPE OF SERVICES

INVESTIGATOR shall provide, as assigned and approved on a case by case basis, professional quality criminal defense investigation services to defense attorneys assigned to represent indigent defendants with criminal cases pending in either Benton County or Franklin County Superior Court.

The services to be provided under this agreement may include, but are not limited to:

1. Attempting to locate witnesses
2. Interviewing witnesses
3. Interviewing victims
4. Researching the criminal history or backgrounds of witnesses or victims
5. Conducting surveillance of witnesses
6. Diagramming crime scenes or other locations associated with a criminal case
7. Photographing items, locations, persons or anything else relevant to defense of a criminal case
8. Cataloging and tracking evidence (only permitted in cases with large amounts of evidence)
9. Serving subpoenas

INVESTIGATOR may provide, as assigned, and only if CONTRACTOR elects to do so, subpoena service. Provided, however, that the maximum compensation for such subpoena services shall be as stated in Exhibit B – Compensation.

Absent specific written instruction to do so from BFOPD, CONTRACTOR shall not be compensated for any of the following services:

1. "Evaluating" any legal document including search warrants
2. Reviewing police reports or any other discovery for purposes of evaluating their sufficiency or for the purposes of determining what, if any, investigation needs to be done
3. Spending time at any hearing or trial except when appearing for the purpose of testifying as a witness
4. Appearing at or waiting during any criminal pre-trial docket

Furthermore, INVESTIGATOR shall not arrange for or bill for, the services of third-party experts since these experts are to be coordinated through the attorney of record with authorization from BFOPD. Experts include, but are not limited to:

1. Polygraph examiners
2. DNA, fingerprint, firearms experts
3. Experts on the identification of substances including controlled substances
4. Handwriting or document analysis experts
5. Arson experts

EXHIBIT B – COMPENSATION

Service	Rate	Comments
Investigator time	\$55 per hour	Must be billed in increments of 1/10 th of an hour together with date and description of services rendered.
Mileage	Published US GSA rate	Only for investigations outside of Tri-Cities area. Starts from respective County Courthouse (ie Benton County Kennewick Justice center for Benton County cases, Franklin County Courthouse for Franklin County cases).
Standard locate	\$20 per locate	For locating addresses using subscription database services
Background investigation	\$50 each	Only for background investigations that involve more than a WATCH inquiry. WATCH inquiry cases are compensated on a reimbursement basis only
Transcription	\$5/page	Only upon specific advance written authorization
Subpoena service	\$25 each service	Contractors are not required to accept subpoenas for service. However, if they do serve subpoenas, this is the maximum compensation for doing so.
Video and photo DVD	\$35 each, \$10 for extra copies	With menu, ready for trial format.
Photo CD	\$10 each	
Photocopies	\$0.13 per page	

BI-COUNTY RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2009 454

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON**

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH JEFFREY PORTEOUS, DBA WORKING INVESTIGATIONS, TO PROVIDE CRIMINAL DEFENSE SERVICES TO ASSIST IN DEFENDING INDIGENT DEFENDANTS IN SUPERIOR COURT CRIMINAL CASES.

WHEREAS, Benton & Franklin Counties ("Counties") are legally obligated to provide, as reasonable and necessary, criminal investigative support to defense attorneys representing indigent defendants in Superior Court;

WHEREAS, after an in-depth selection process four individuals, including Jeffrey Porteous ("Investigator"), were selected to be awarded investigative services contracts;

WHEREAS, for numerous reasons including the favorably negotiated pricing structure and indemnification provisions it appears to be in the best interests of the Counties to execute a professional services contract with Investigator;

NOW THEREFORE, BE IT RESOLVED THAT the attached professional services agreement be executed as presented and, further, that the chairman of each Board be authorized to sign on behalf of each Board.

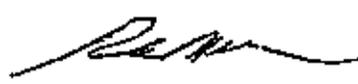
Dated this _____ day of _____, 2009

Dated this 16 day of November, 2009

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chairman of the Board



Chairman of the Board

Chairman Pro-Tem



Chairman Pro-Tem

Member

Constituting the Board of County Commissioners,
Benton County, Washington

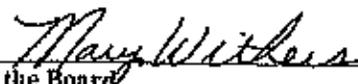


Member

Constituting the Board of County Commissioners,
Franklin County, Washington

Attest: _____

Clerk of the Board

Attest: 

Clerk of the Board



PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON AND FRANKLIN COUNTIES DISTRICT AND SUPERIOR COURTS

THIS AGREEMENT is entered into by and between Jeffrey Porteous, investigator, Washington State Investigator's License #1682 ("Investigator") dba Working Investigations, and THE COUNTIES OF BENTON AND FRANKLIN, both State of Washington political subdivision ("Counties"), for and on behalf of the Benton and Franklin Counties District and Superior Courts ("Courts").

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

- A. The Counties have the legal responsibility to provide investigative services to support the public-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the Counties.
- B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide such services to indigent persons subject to criminal charges in the Courts.

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

1. AGREEMENT TERM. This Agreement shall be deemed effective for all purposes as of September 1, 2009, and shall continue thereafter through and including the 31st day of December, 2011, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. INVESTIGATOR'S OFFICE LOCATION.

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at PO Box 5872, Kennewick, WA 99336. Investigator's current local office telephone and fax numbers are (206) 200-1184 and (206) 682-2880 respectively; and Investigator's current office/work e-mail address is working_investigations@yahoo.com.

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or Investigator may change Investigator's telephone/fax number to another greater

Tri-Cities-area local telephone/fax number, and/or Investigator may change Investigator's e-mail address, provided that Investigator must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Franklin County Prosecuting Attorney, and the Benton County Prosecuting Attorney.

c. The Counties prefer that Investigator locate and maintain Investigator's office in a commercial/professional building. However, regardless of the location Investigator decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Investigator and persons whom Investigator is assigned to assist under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from such persons Investigator is assigned to assist hereunder.

3. INVESTIGATOR'S QUALIFICATIONS. Investigator acknowledges and agrees that the Counties have an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Investigator shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by investigators engaged in providing investigative services for persons accused of crimes in the state of Washington. Investigator acknowledges and agrees that Investigator has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Investigator is assigned to assist under this Agreement.

a. As of the date of this Agreement, Investigator represents and warrants that Investigator is unconditionally licensed to provide private investigative services within the state of Washington; has had at least one (1) year of direct experience in providing investigation services in criminal defense or criminal prosecution matters; has not been a party to an agreement to provide criminal defense-related investigative services that was terminated due to Investigator's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as an investigator that would negatively reflect on Investigator's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Investigator's past conduct or behavior as an investigator.

(i) This Agreement will be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 12 below in the event that Investigator's license to provide investigative services in Washington is revoked or otherwise limited or restricted in any manner.

(ii) Investigator shall notify the Counties and the IDC within three (3) business days if any event specified in paragraph 3.a.(i) above occurs.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Investigator acknowledges and agrees that the Counties may conduct criminal history background check(s) on Investigator. Investigator acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the Counties receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. During each calendar year of the term of this Agreement, beginning in calendar year 2009, Investigator shall be required to pursue and participate in such training, education, and/or other applicable actions required to maintain Investigator's license to provide investigative services within Washington in full force and effect; and Investigator shall provide the IDC with written proof and confirmation that such requirements have been met no later than December 31st of each calendar year.

d. Investigator represents and warrants that, throughout the entire term of this Agreement, Investigator's client caseload on matters outside of this Agreement; Investigator's schedule; and Investigator's office resources, equipment, and support staff; will allow Investigator to competently undertake and effectively perform all services required under this Agreement. Investigator represents and warrants that Investigator's client caseload and schedule outside this Agreement will not interfere with investigator's ability to timely and efficiently perform services under this Agreement.

4. OTHER INVESTIGATIVE SERVICES AGREEMENTS. On or about the date of this Agreement, the Counties contemplate entering into separate and independent investigative services agreements with other licensed investigators to provide investigative services to persons accused of crimes in the Courts. Investigator agrees to fully cooperate and coordinate with such other investigators, the Courts, and the IDC to establish a process to effectuate the efficient and equitable distribution of clients and cases requiring investigative services. The IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. CASE ASSIGNMENTS. During the term of this Agreement, Investigator agrees to and shall accept assignments from the IDC to provide investigative services for indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Investigator shall provide investigative services as further described in "Exhibit A" to this Agreement. Specifically, Investigator shall provide criminal defense investigative services of the same quality as Investigator provides to private clients. Optionally, whether in conjunction with an assigned case or as a separate matter, Investigator may serve subpoenas on behalf of indigent defense attorneys contracted by or employed by the Counties to provide public indigent defense services. If Investigator desires to be considered for subpoena service assignments, then Investigator shall furnish to the

Counties, through their IDC, with a written statement stating the intent to accept such assignments at the rate provided in "Exhibit B" to this Agreement, and providing a reliable means to receive any subpoenas that need to be served.

Investigator shall not accept assignments in any other manner than as described in this section. Specifically, Investigator shall not accept "indigent defense" or "appointed" case assignments directly from indigent defense attorneys, as the indigent defense attorneys have no authority whatsoever to directly assign or appoint an investigator to any case.

a. Individual case assignments for cases other than Class A felonies, persistent offender cases, or homicide cases, shall be made by the IDC utilizing the following procedure:

(i) Upon determining that a case needs an investigator assigned, the indigent defense attorney of record will contact the IDC, request an investigator, advise of the nature of the investigation, and request a particular investigative cost expenditure limit.

(ii) Upon approval of the request for an investigator, the IDC will assign the case to an investigator from the list of approved investigators (including Investigator described herein) on a rotating basis and will assign an initial investigative cost expenditure limit to the case.

(iii) If the requesting attorney has a preference for a particular investigator and can provide adequate justification for needing such particular investigator's services, then, at the IDC's sole and absolute discretion, such requested investigator may be assigned to the case.

b. Once an investigator has been assigned to a case, the IDC will provide written notice of the assignment to both the investigator and the indigent defense attorney of record. Investigator shall not commence any work until written notice of assignment has been received. Such written notice will contain an expenditure limit which shall constitute the maximum compensation and cost reimbursement payable to investigator on the particular case unless additional expenditures are requested as provided in paragraph 9(d)(iv).

c. Individual case assignments for Class A felonies, persistent offender cases, and homicide cases, shall be made by the IDC in consultation with the indigent defense attorney of record.

d. Individual subpoena service assignments or "stand-alone" subpoena service (i.e., service of subpoenas separate from investigative services on a case) will be made by the IDC utilizing the following procedure:

(i) Upon determining that subpoenas need to be served, the indigent defense attorney of record will contact the IDC and request approval to serve such subpoenas.

(ii) Upon approval of the request, the IDC will assign the service of the subpoenas to a server from a list of approved subpoena servers on a rotating basis. Investigator may elect not to be on this list. As stated above, this Agreement does not obligate Investigator to accept "stand-alone" subpoena service assignments.

(iii) Once the subpoena service has been assigned to a particular investigator, both the investigator and the indigent defense attorney of record will receive written notification of the assignment from the IDC, which notice shall constitute authorization for the investigator to proceed.

e. Service of subpoenas in conjunction with an assigned investigation does not need prior approval or authorization. However, compensation is limited to the amount stated in Exhibit B to this Agreement.

6. CONTINUED SERVICES.

a. Investigator shall have a duty to timely and fully complete all cases assigned to Investigator under this Agreement. Without limitation in that regard, Investigator shall continue to provide investigative services for those persons whom Investigator was assigned to assist and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Investigator's obligation to continue providing post-termination services shall not in any way entitle Investigator to receive any additional compensation beyond the maximum investigative cost expenditure limit expressly specified in the written notice from the IDC authorizing Investigator's assignment to the case.

b. Investigator will be assigned to no new cases under this Agreement during the thirty (30) day period prior to its expiration date specified in paragraph 1 above if Investigator provides written notice to the Counties at least sixty (60) days prior to such termination date of Investigator's desire and intent to not pursue contracting with the Counties again to provide investigative services in the Courts after such expiration date. Investigator may belatedly provide such written notice at any time within said sixty (60) day time period, but the assignment of new cases to Investigator will not stop until thirty (30) days after the date such notice has been received by the Counties.

7. CLIENT ELIGIBILITY. The Courts (or their designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Investigator under this Agreement. Investigator is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-

provided assistance. However, if Investigator is assigned to provide services to a person and subsequently discovers that such person may not be eligible to receive publicly-provided assistance under applicable laws, rules and standards, Investigator, if able to do so within the bounds of ethical rules and professional standards applicable to investigators, shall promptly provide the indigent defense attorney(s) representing the person with such information.

8. CONFLICTS. Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Investigator shall not be required to accept, and Investigator shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Investigator or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to investigators in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Investigator receiving an assignment under this Agreement (or in the event Investigator's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Investigator shall immediately make the indigent defense attorney(s) representing the affected indigent person aware of such development for purposes of the attorney(s) taking immediate action to pursue the assignment of another investigator.

9. COMPENSATION AND REIMBURSEMENT.

a. As full and exclusive compensation for Investigator's performance and rendering of independent professional investigative services hereunder, Investigator shall be compensated as provided in Exhibit B.

b. Payment of such compensation is based on time expended on the case by Investigator only. Time expended by other persons (including, without limitation, Investigator's support staff or associate investigators) on a case at Investigator's request or direction shall be part of Investigator's business overhead and shall not be billable to the Counties.

c. Investigator acknowledges and agrees that Investigator shall not be entitled to claim or receive any reimbursement/payment from the Counties for any business or office-related overhead costs or expenses incurred by Investigator during the course of rendering services under this Agreement (including, without limitation, costs and expenses associated with Investigator's office, office staff, office equipment/facilities, and/or other office-related resources). The Counties recognize, however, that in certain circumstances the need may arise for Investigator to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as costs of out-of-area travel, meals and lodging.

(i) Investigator shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Investigator shall not incur any such expense nor shall Investigator be

entitled to be reimbursed for any such expense unless such expense has been pre-approved as necessary and reasonable by the IDC in accordance with applicable rules, procedures, and standards. Such authorization shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such authorization may nevertheless provide approval for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Investigator for any approved expenditures and costs pertaining to case-related out-of-area travel, meals, and lodging, any reimbursement to Investigator for such expenditures and costs shall not exceed the amounts that are set forth in the Federal General Services Administration ("GSA") reimbursement schedule existing for the locality (if applicable) and period of time when the costs are accrued.

(ii) Without limiting or expanding the preceding provisions of this paragraph 9, Investigator shall be reimbursed only for Investigator's vehicle mileage outside of the Tri-Cities (i.e., outside of the city limits of the Cities of Kennewick, Richland, West Richland and Pasco) accrued while directly engaged in investigations under this Agreement. The rate of such reimbursement shall be equivalent to the rate published by the GSA for the locality (if applicable) and period of time when the mileage is accrued. Such vehicle mileage shall be reimbursed only one time to Investigator, and Investigator shall not attempt to seek duplicative or excessive reimbursement for mileage accrued while simultaneously rendering services on more than one case (e.g., if Investigator accrues 10 miles to travel to a particular location to interview witnesses involved in two separate cases assigned to Investigator hereunder, Investigator shall only be reimbursed for that 10 miles, and not for 20 miles by attempting to claim reimbursement of 10 miles for each case). For reimbursable Benton County case assignments, mileage shall be calculated beginning from the Benton County Justice Center in Kennewick to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways. For reimbursable Franklin County case assignments, mileage shall be calculated beginning from the Franklin County Courthouse to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways.

d. As a precondition to Investigator being paid the above-mentioned compensation and reimbursements for costs and expenses hereunder, Investigator shall submit a "Claim for Compensation" in such form as is prescribed by the IDC, including with such submission an invoice that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Investigator on the case

and that further describes and details the particular actions taken by Investigator on such case that correspond to such expended and billed hours including the date when such actions were taken (exercising appropriate discretion to protect client confidentiality given that such documents are matters of public record unless sealed by the court at the request of the defense attorney representing the client).

(i) Investigator's administrative time expended to prepare, submit, and process Claims for Compensation shall not be billable to the Counties.

(ii) All Claims for Compensation under this Agreement may be subject to the IDC's review and approval for payment.

(iii) Investigator shall timely submit such Claims for Compensation within sixty (60) days of the date on which Investigator expended time for which compensation is sought, and the Counties shall have the right to deny payment of any Claim for Compensation that is not timely and properly submitted within said requisite sixty (60) day period or that is not properly itemized and billed in 1/10 hour intervals as required herein.

(iv) The cumulative sum of compensation and reimbursements being claimed shall be limited to the unclaimed expenditure limit stated in the written notice of assignment unless authorization for additional expenditure is requested and granted prior to providing the additional services that incur such additional expenditure. Such request for authorization for additional expenditure shall be in writing and shall be directed to the IDC by email to opdauthorizations@co.benton.wa.us or delivered to the IDC's office. Such a request shall contain the following information:

- (a) The court case number and name,
- (b) The initial expenditure limit,
- (c) How much of the expenditure limit has been expended and whether it has been billed,
- (d) What investigation has been completed,
- (e) What investigation remains to be done, and
- (f) The requested amount of the authorization for additional expenditure.

(v) Investigator should expect processing time for requests for authorization for additional expenditures of 2-3 business days. It is

Investigator's responsibility to plan investigations and the submission of requests for authorization for additional expenditure in a manner that takes into account this anticipated processing lead time.

(vi) In situations of bona fide emergency, requests for authorization for additional expenditures may be submitted after additional services have been provided. However, the amount of services provided shall be limited to that amount which is essential to address the emergency, and a request for authorization for additional expenditure shall be submitted within 2 business days detailing and specifically describing the circumstances of the emergency. For purposes of this paragraph, the term "emergency" shall be defined as any situation where critically necessary investigative work, beyond what has already been authorized, must be completed within such a short timeframe that it is not possible to obtain authorization from the IDC in advance and the inability to complete such investigative work is reasonably likely to prejudice the rights of the indigent defendant whose criminal case Investigator is assigned to provide investigative services for.

(vii) If Investigator or Investigator's staff wish to make billing inquiries, such inquiries shall be made by email directed to such email address as the IDC designates for such purpose. Investigator should expect such emailed inquiries to be responded to within 3 business days. Repeated telephone contact with the IDC or the IDC's staff, for the sole purpose of making billing inquiries, shall constitute a breach of this Agreement.

e. Claims for Compensation may be submitted throughout any given month. However, Claims for Compensation will only be processed twice each month: The first time on the business day immediately prior to the 15th day of the month and the second time on the business day immediately prior to the 30th day of the month ("Cutoff Day"). In order to facilitate the processing of claims during those two days of the month, Investigator shall, by 5:00 pm no less than two business days prior to each Cutoff Day, provide, via email to such email address as is designated by the IDC, a Billing Summary, which shall clearly and concisely set out the following as to each Claim for Compensation being submitted that the investigator wants to be processed on the particular Cutoff Day: case name, case number, date submitted, and total amount claimed. Properly submitted Claims for Compensation that are also properly referenced and included in an appropriate and duly-submitted Billing Summary will be paid within 30 calendar days. Failure to provide a Billing Summary shall constitute cause to delay processing of a Claim for Compensation until a summary is received, and may result in a delay in excess of 30 days before the claim is paid.

f. The above-stated compensation to Investigator will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement

is terminated effective October 31, 2009, the above referenced compensation to Investigator also would terminate as of such date, and Investigator would not be entitled to receive any further compensation from the Counties; provided that, Investigator would be entitled to receive any then-accrued and unpaid compensation for services rendered hereunder prior to such termination date; and further provided that Investigator may be entitled to receive compensation for continuing post-termination services provided pursuant to paragraph 6.a. above.

10. INDEMNIFICATIONS AND HOLD HARMLESS. Investigator agrees to and shall fully indemnify the Counties and their elected/appointed representatives, officers, employees, and agents; and to hold the Counties and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of investigator's (or any person, employee, agent, contractor, or entity acting for or on behalf of Investigator or at Investigator's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of investigative services for any person under this Agreement. In the event any suit or legal proceeding is brought against the Counties or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Investigator hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the Counties) and to defend the same at Investigator's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the Counties or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Investigator waives, with respect to the Counties only, any immunity that would otherwise be available to Investigator under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. INSURANCE.

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

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the Counties, the Courts,

and the Counties' elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the Counties; and shall provide for waiver of subrogation rights as to the Counties.

(ii) The insurance policies required by this paragraph 11.a shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the insurance coverage required by this paragraph 11.a throughout the entire term of this Agreement and throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder.

b. Investigator shall also obtain and maintain, at Investigator's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Investigator's profession, in the amount of no less than \$1,000,000.00 per claim nor less than \$2,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

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

(iii) Investigator shall continuously maintain the professional liability insurance coverage required by this paragraph 11.b throughout the entire term of this Agreement, throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Investigator has fully completed all services and duties required hereunder.

c. Contemporaneously with Investigator's execution of this Agreement, Investigator shall provide the Counties and their designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Investigator shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

12. TERMINATION.

a. In addition to any automatic termination provisions set forth in this Agreement, the Counties may elect to terminate this Agreement in the event Investigator fails for whatever reason to comply with any provision of this Agreement after giving Investigator ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Investigator's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The Counties' right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the Counties.

b. In addition to the foregoing provisions regarding termination, either Investigator or the Counties may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Investigator's obligation and duty to accept and complete cases assigned to Investigator, Investigator shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. INDEPENDENT CONTRACTOR. Investigator fully understands, acknowledges, and agrees that Investigator shall not be an agent, representative, or employee of the Counties or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Investigator, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Investigator's duties, responsibilities and obligations imposed under this Agreement, Investigator shall have sole and absolute discretion using Investigator's best professional judgment to determine the manner and means of providing the investigative services required under this Agreement; and neither the Counties, the IDC, nor the Courts shall have any authority or duty to directly control the actual performance of Investigator's services hereunder.

14. NON-ASSIGNMENT; MILITARY LEAVE. Investigator shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Investigator assign, subcontract out, or otherwise delegate any of

Investigator's rights, responsibilities, or obligations under this Agreement. In the event Investigator is called up for active military duty or for direct civilian support of active military operations, Investigator shall provide the Counties and the IDC with written notice of such event within five (5) business days of Investigator being called up so that the IDC and Investigator can coordinate and arrange for an appropriate substitute to handle Investigator's duties under this Agreement while Investigator is on military leave and any reasonable back-to-civilian-life transition time requested by Investigator upon return. Investigator shall receive no compensation under this Agreement while on leave or during any such transition time.

15. VACANCY AND REPLACEMENT. In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the Counties may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified investigator to replace and succeed Investigator in providing investigative services to indigent persons in the Courts.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. CAPTIONS; TIME COMPUTATION.

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

18. GOVERNING LAW. This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

19. BINDING EFFECT. Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Investigator's heirs, legal/personal representatives, successors, and assigns.

20. SEVERABILITY. In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this

Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. NON-WAIVER. A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. DISPUTE RESOLUTION.

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The Counties shall pay one-half of the mediator's fees and expenses, and Investigator shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The Counties shall pay one-half of the fees and expenses of the arbitrator(s), and Investigator shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. NOTICES.

a. Any notices required or permitted to be given by Investigator to Benton County under this Agreement shall be in writing and shall be personally delivered to the Benton County Board of Commissioners or mailed to the Benton County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by Investigator to Franklin County under this Agreement shall be in writing and shall be personally delivered to the Franklin County Board of Commissioners or mailed to the Franklin County Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Franklin County Board of Commissioners
1016 N. 4th Ave.
Pasco, WA 99301

With a mandatory complete copy of any such notices to also be provided to:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

c. Any notices required or permitted to be given by the Counties to Investigator under this Agreement shall be in writing and shall be personally delivered to Investigator or mailed to Investigator via certified U.S. mail, postage prepaid, at Investigator's office address specified and set forth in paragraph 2.a above.

d. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies

thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

e. For purposes of clarity, whenever the terms of this Agreement require Investigator to provide "the Counties" with certain information or notice, such information or notice shall be provided to the Counties' respective Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

24. LEGAL COMPLIANCE. Investigator agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Investigator's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Investigator shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Investigator shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the Counties' respective policies that no person will be subjected to discrimination by the Counties' or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE**]**

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

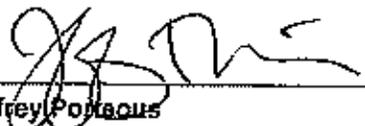
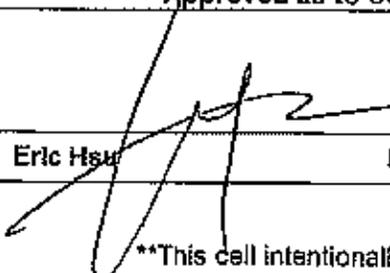
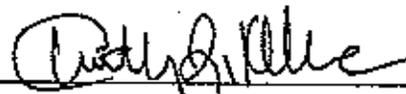
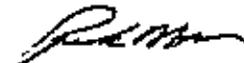
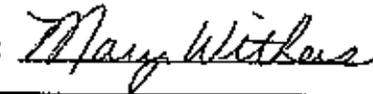
Investigator		Benton & Franklin Counties Office of Public Defense	
		Approved as to Content:	
	Oct. 9, 09		10/16/09
Jeffrey Porteous	Date	Eric Hsu	Date
Approved as to Form:		**This cell intentionally empty**	
	10/1/09		
Tim Klashke	Date		
Attorney at Law			
BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By:		By:	
Name: <u>Max Benitz, Jr.</u>		Name: <u>Rick Miller</u>	
Title: <u>Chairman, Board of Commissioners</u>		Title: <u>Chairman, Board of Commissioners</u>	
Date: _____		Date: <u>11-16-2009</u>	
Attest:		Attest:	
Clerk of the Board: _____		Clerk of the Board: 	

EXHIBIT A – SCOPE OF SERVICES

INVESTIGATOR shall provide, as assigned and approved on a case by case basis, professional quality criminal defense investigation services to defense attorneys assigned to represent indigent defendants with criminal cases pending in either Benton County or Franklin County Superior Court.

The services to be provided under this agreement may include, but are not limited to:

1. Attempting to locate witnesses
2. Interviewing witnesses
3. Interviewing victims
4. Researching the criminal history or backgrounds of witnesses or victims
5. Conducting surveillance of witnesses
6. Diagramming crime scenes or other locations associated with a criminal case
7. Photographing items, locations, persons or anything else relevant to defense of a criminal case
8. Cataloging and tracking evidence (only permitted in cases with large amounts of evidence)
9. Serving subpoenas

INVESTIGATOR may provide, as assigned, and only if CONTRACTOR elects to do so, subpoena service. Provided, however, that the maximum compensation for such subpoena services shall be as stated in Exhibit B – Compensation.

Absent specific written instruction to do so from BFOPD, CONTRACTOR shall not be compensated for any of the following services:

1. "Evaluating" any legal document including search warrants
2. Reviewing police reports or any other discovery for purposes of evaluating their sufficiency or for the purposes of determining what, if any, investigation needs to be done
3. Spending time at any hearing or trial except when appearing for the purpose of testifying as a witness
4. Appearing at or waiting during any criminal pre-trial docket

Furthermore, INVESTIGATOR shall not arrange for or bill for, the services of third-party experts since these experts are to be coordinated through the attorney of record with authorization from BFOPD. Experts include, but are not limited to:

1. Polygraph examiners
2. DNA, fingerprint, firearms experts
3. Experts on the identification of substances including controlled substances
4. Handwriting or document analysis experts
5. Arson experts

EXHIBIT B – COMPENSATION

Service	Rate	Comments
Investigator time	\$55 per hour	Must be billed in increments of 1/10 th of an hour together with date and description of services rendered.
Mileage	Published US GSA rate	Only for investigations outside of Tri-Cities area. Starts from respective County Courthouse (ie Benton County Kennewick Justice center for Benton County cases, Franklin County Courthouse for Franklin County cases).
Standard locate	\$20 per locate	For locating addresses using subscription database services
Background investigation	\$50 each	Only for background investigations that involve more than a WATCH inquiry. WATCH inquiry cases are compensated on a reimbursement basis only
Transcription	\$5/page	Only upon specific advance written authorization
Subpoena service	\$25 each service	Contractors are not required to accept subpoenas for service. However, if they do serve subpoenas, this is the maximum compensation for doing so.
Video and photo DVD	\$35 each, \$10 for extra copies	With menu, ready for trial format.
Photo CD	\$10 each	
Photocopies	\$0.13 per page	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 11/30/09 Subject: Speaker Contract prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other 

BACKGROUND INFORMATION

See attached Benton County Guest Speaker Contract between Jeff LaFrance and Benton County.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel/Risk Manager, and Jonathan Young, Civil DPA, we recommend the agreement be signed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GUEST SPEAKER AGREEMENT BETWEEN JEFF LAFRANCE AND BENTON COUNTY FOR AN IDENTIFYING DOG AGGRESSION TRAINING.

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached guest speaker agreement for an Identifying Dog Aggression training for Benton County.

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Personnel, Auditor

BENTON COUNTY GUEST SPEAKER CONTRACT

Benton County ("COUNTY"), by and through the Benton County Personnel Department, and Jeff LaFrance ("GUEST SPEAKER"), agree that the GUEST SPEAKER will furnish services for the COUNTY. It is understood and agreed that the GUEST SPEAKER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services, that GUEST SPEAKER understands and believes the services are being performed upon the following terms and conditions:

TITLE OF PRESENTATION: Identifying Dog Aggression
FEE PER PRESENTATION: \$150.00 **MAXIMUM COMPENSATION:** \$300.00

DATE(S) OF PRESENTATION: December, 2009

DURATION OF CONTRACT: From December 7th, 2009 to December 11th, 2009, but in any case not to exceed one year from date of execution.

INDEPENDENT CONTRACTOR: The parties agree that GUEST SPEAKER is an independent contractor, and not an employee nor agent of Benton County. GUEST SPEAKER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that GUEST SPEAKER is an employee or agent of Benton County.

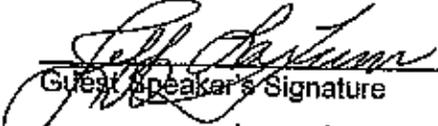
LIABILITY COVERAGE: The GUEST SPEAKER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the GUEST SPEAKER pursuant to this contract.

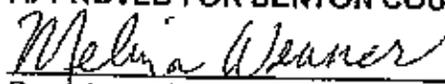
TERMINATION OF CONTRACT: The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

DATE: _____, 20____

GUEST SPEAKER

APPROVED FOR BENTON COUNTY

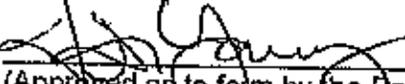

Guest Speaker's Signature


Department Head

JEFF LAFRANCE
Print name

Chairman of the Board of Benton County Commissioners

200 N. VOLLAND ST.
Mailing Address


(Approved as to form by the Benton County
Prosecuting Attorney's Office)

KEWAN WA 99336
City, State & Zip (Print)

509-396-1361
Day Phone Home Phone

(Please provide copy of W-9)

All information must be completed for contract to be valid.



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, it is the intention of the Board of County Commissioners to construct approximately 400 feet of new alignment for Wiser Parkway; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a call for bids for CE 1918 CRP -- Wiser Parkway at BNSF Railroad.

Dated this 30th day of November 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:LSS:slc

RESOLUTION

P

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: : CE 1925 ERR - CRUSHING AND STOCKPILING 2009 AND CE 1926 ERR - CRUSHING AND STOCKPILING 2010

WHEREAS, by resolution dated November 16, 2009, the bid for CE 1925 ERR - CRUSHING AND STOCKPILING 2009 and CE 1926 ERR - CRUSHING AND STOCKPILING 2010 was awarded to DeAtley Crushing Company, Lewiston, Idaho; and

WHEREAS, the contract in the amount of \$425,189.00 has been executed by DeAtley Crushing Company; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract on behalf of Benton County.

Dated this 30th day of November, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

CONTRACT

THIS AGREEMENT, made and entered into this 30th day of November, 2009, between the COUNTY OF BENTON, STATE OF WASHINGTON, acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and DEATLEY CRUSHING COMPANY, P. O. BOX 759, LEWISTON, ID 83501, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for C.E. 1925 ERR - CRUSHING & STOCKPILING 2009 HERRIGAN QUARRY R-126 and C.E. 1926 ERR - CRUSHING & STOCKPILING 2010 CHERRY LANE QUARRY R-52, in accordance with and as described in the attached plans and specifications, and the State of Washington 2008 Standard Specifications for Road, Bridge and Municipal Construction adopted by Benton County, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County of Benton.

II. The County of Benton hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County of Benton further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$425,189.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington have caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor

November

DeA

G:\PUBLIC WORKS FILE SYSTEM\Benton-Road

9:05 am

Executive Session

Pending Litigation

R Brown

**Domestic
Violence
Services**
OF BENTON &
FRANKLIN COUNTIES

9:15

SERVICES OFFERED BY DVs:

- & Emergency Housing &**
- & 24-hour Crisis Line &**
- & Advocacy Based Counseling &**
- & Weekly Support Groups (English & Spanish) &**
 - & Legal Advocacy &**
 - & Resources & Referrals &**
 - & Outreach Education &**
 - & Children's Program &**
 - & Emergency Food & Clothing &**
 - & Volunteer Program &**

DOMESTIC VIOLENCE SERVICES

STATISTICS: SINCE NOV. 2003

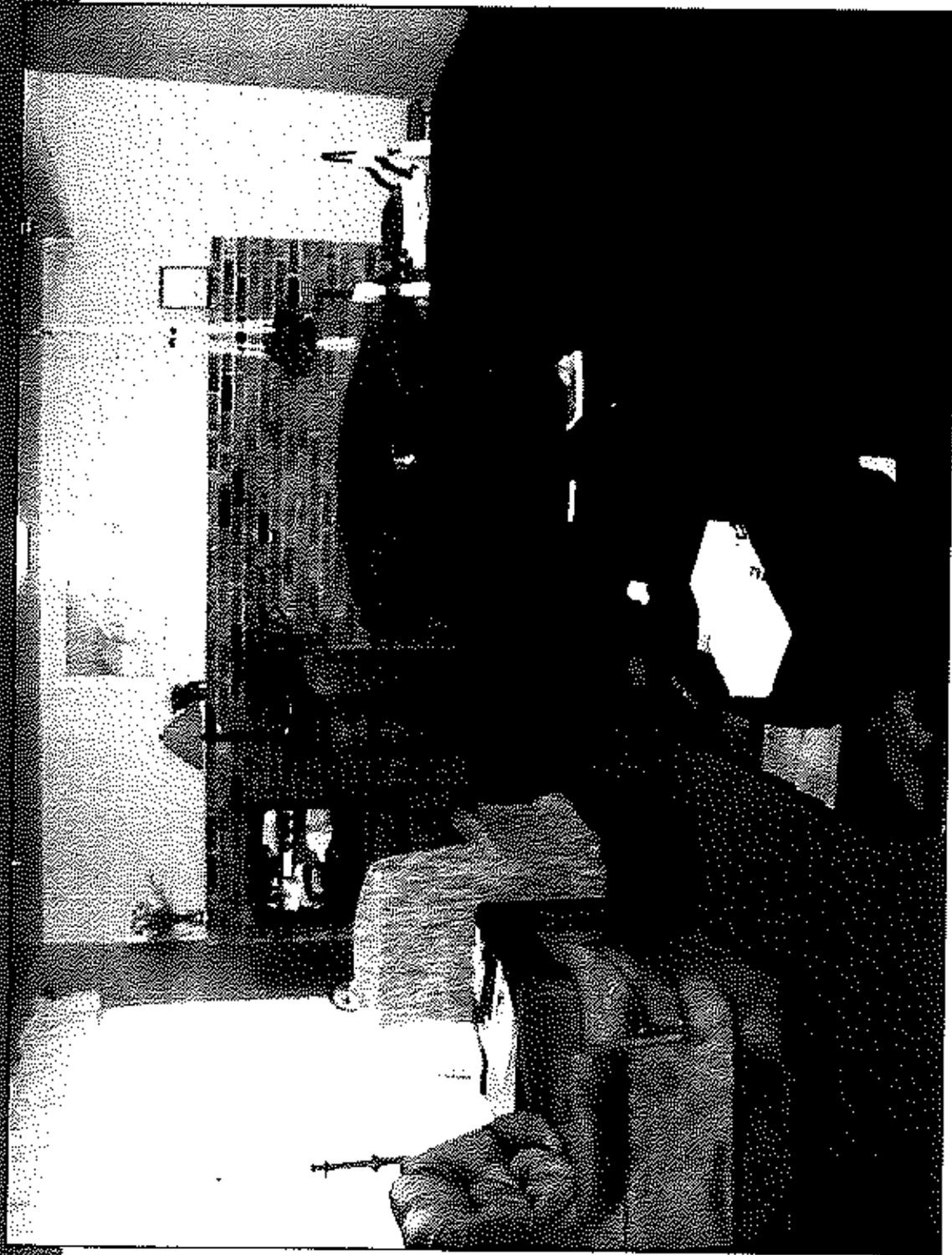
- ⌘ **Sheltered 1,985 victims of domestic violence (895 women, 991 children, and 26 men (1,985 total)).**
- ⌘ **Assisted with 1,732 Protection Orders & Restraining Orders**
- ⌘ **Served 9,575 clients with legal services**
- ⌘ **Answered 66,869 total calls to 24-hour crisis and informational line**
- ⌘ **Over 30,618 bednights provided.**
- ⌘ **Daily average of 16 women and children in the shelter.**
- ⌘ **Over 22,000 group and advocacy based counseling hours provided.**
- ⌘ **\$102,000 of rental assistance provided.**

DOMESTIC VIOLENCE SERVICES

Today we will...

- ⌘ 9 women, 11 children and 3 cats are staying in the shelter.
- ⌘ Provide legal advocacy and court accompaniment to 22 clients.
- ⌘ Serve 3 clients in Protection Order Clinics; help 2 complete their paperwork.
- ⌘ 16 Women will attend Spanish language support group tonight. DVS provides free day care – there will be 5-8 children at the office.
- ⌘ We will provide 2 presentations.
- ⌘ We will provide \$600 rental assistance to one family. We will also give her furniture, dishes, towels and other basic household items.
- ⌘ We will provide food boxes and/or diapers to three families.
- ⌘ Help 6 families at the welfare office.
- ⌘ Provide a 911 cell phone to a family in need.
- ⌘ Pay for private mental health counseling for a family.

Living Room - BEFORE



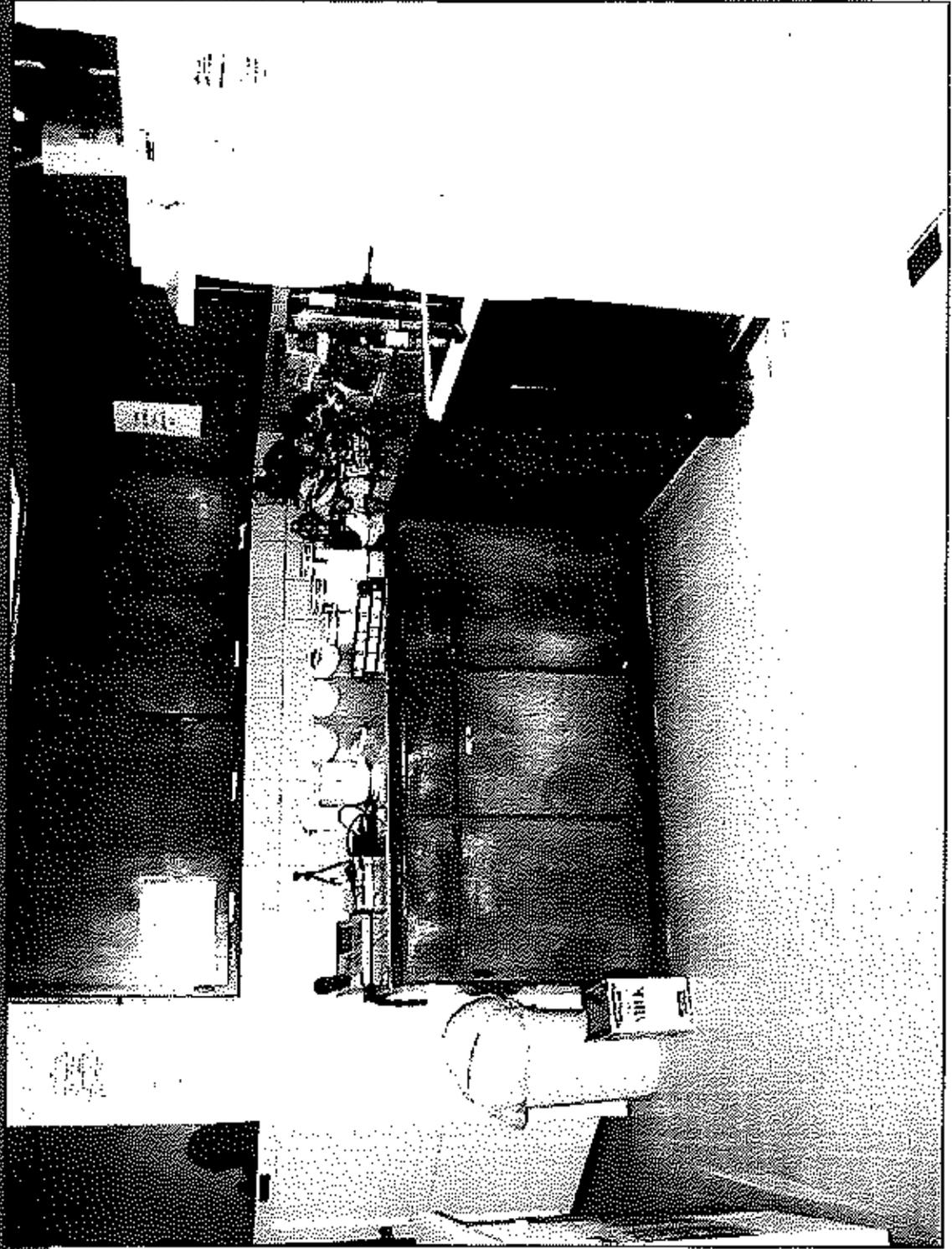
Living Room - AFTER



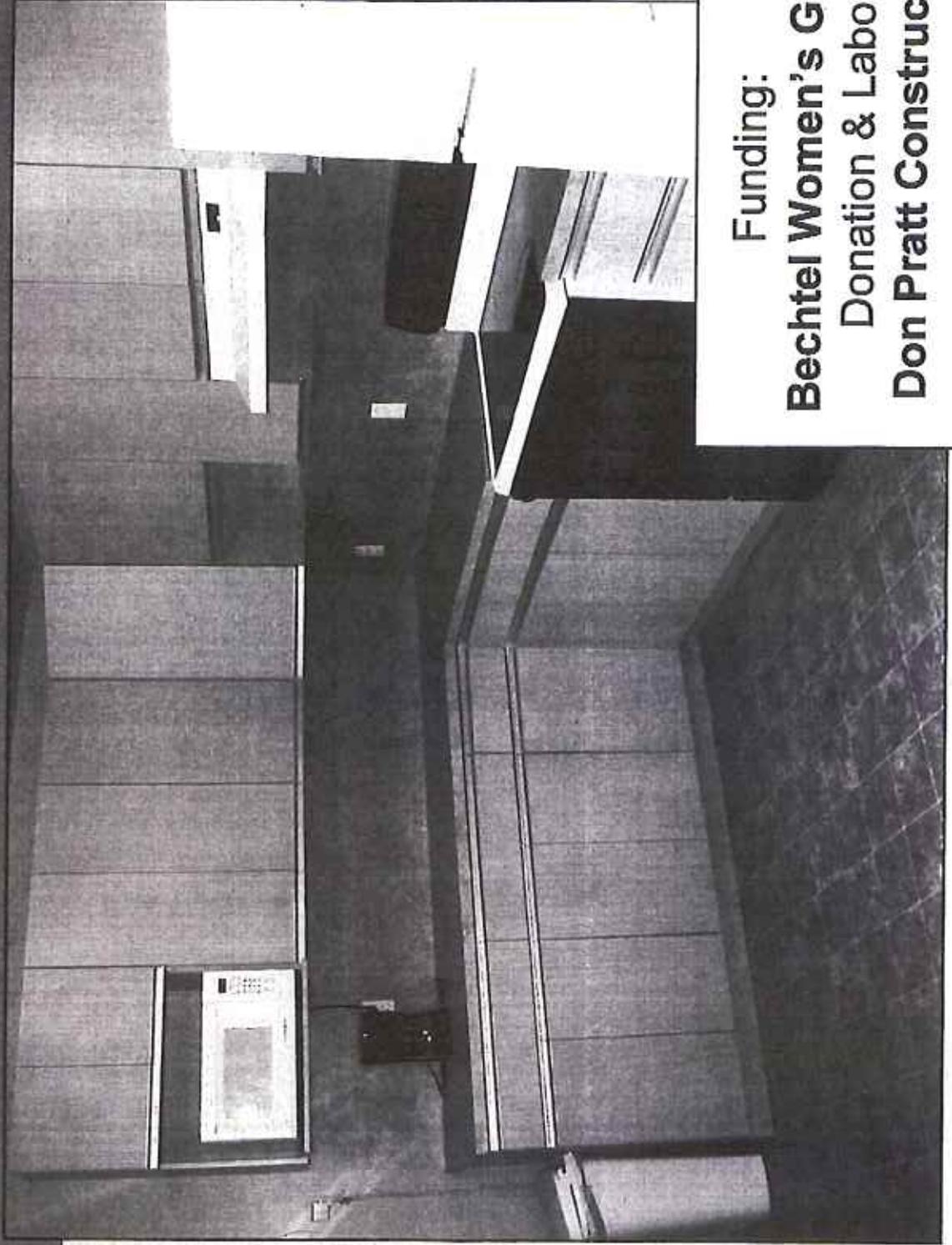
Flooring:
Bechtel Women's Group
Carpets Plus/Color Tile

Painting:
Kadlec Hospital Nurses

Kitchen Renovation BEFORE

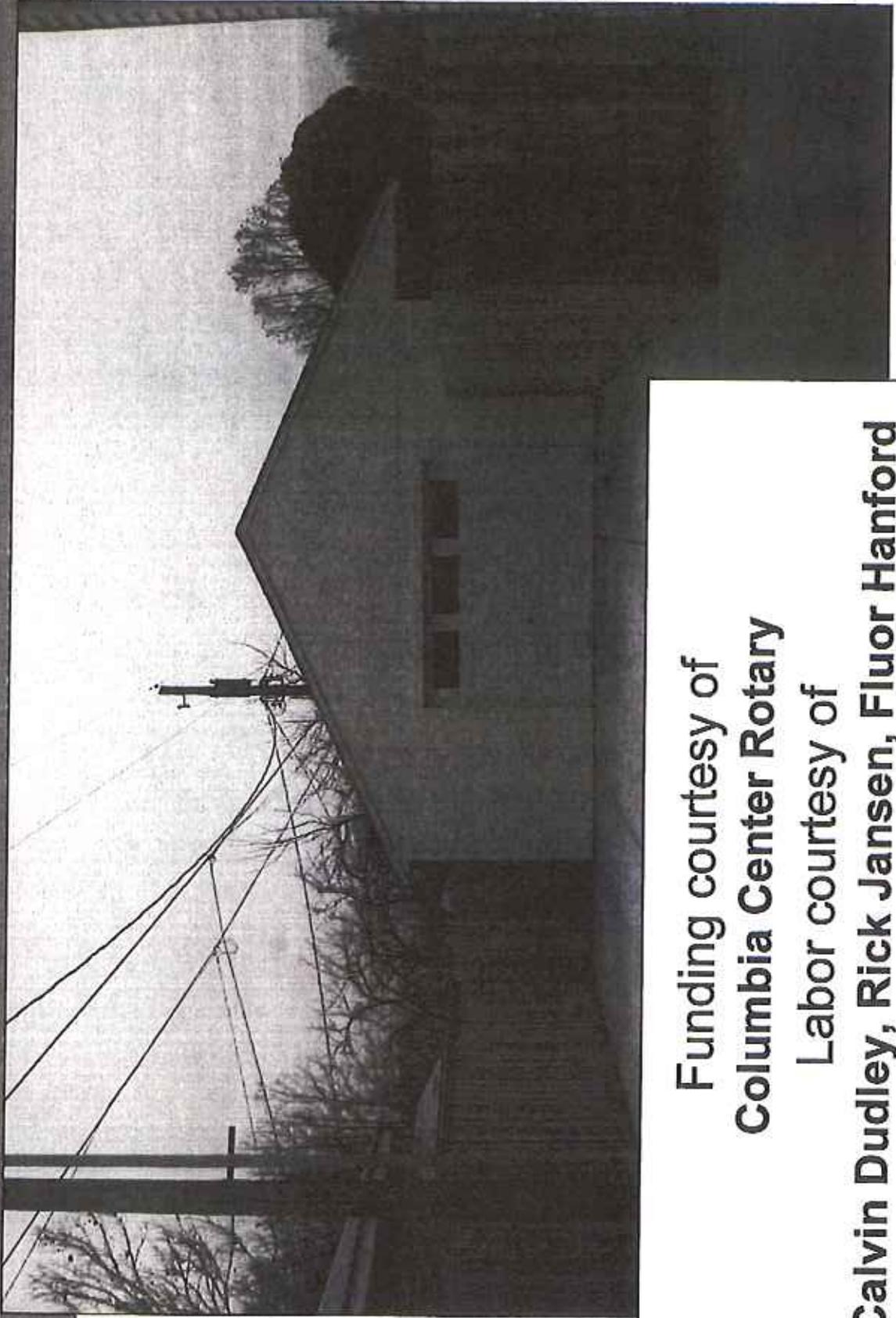


Kitchen Renovations: AFTER



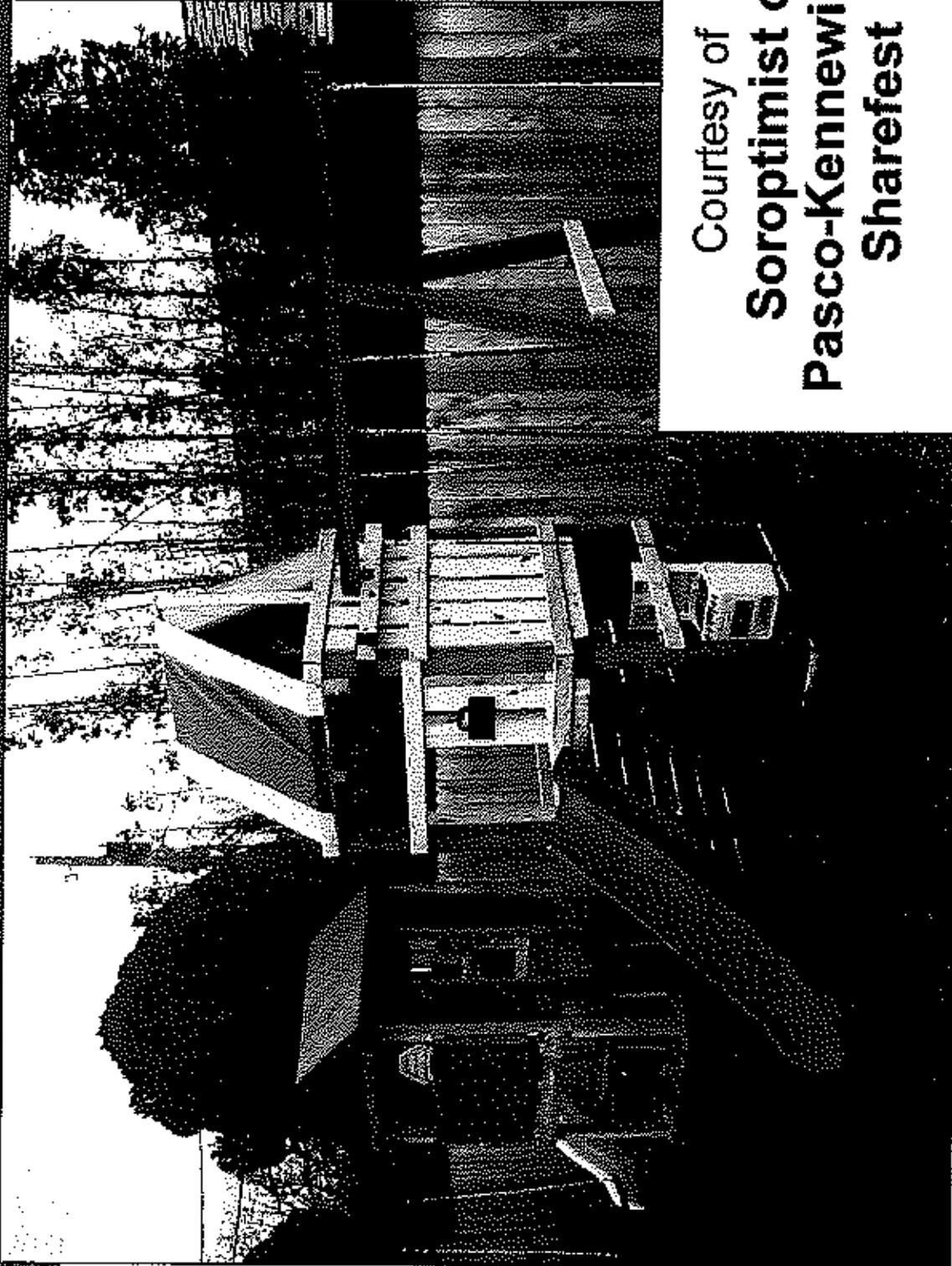
Funding:
Bechtel Women's Group
Donation & Labor:
Don Pratt Construction

Garage



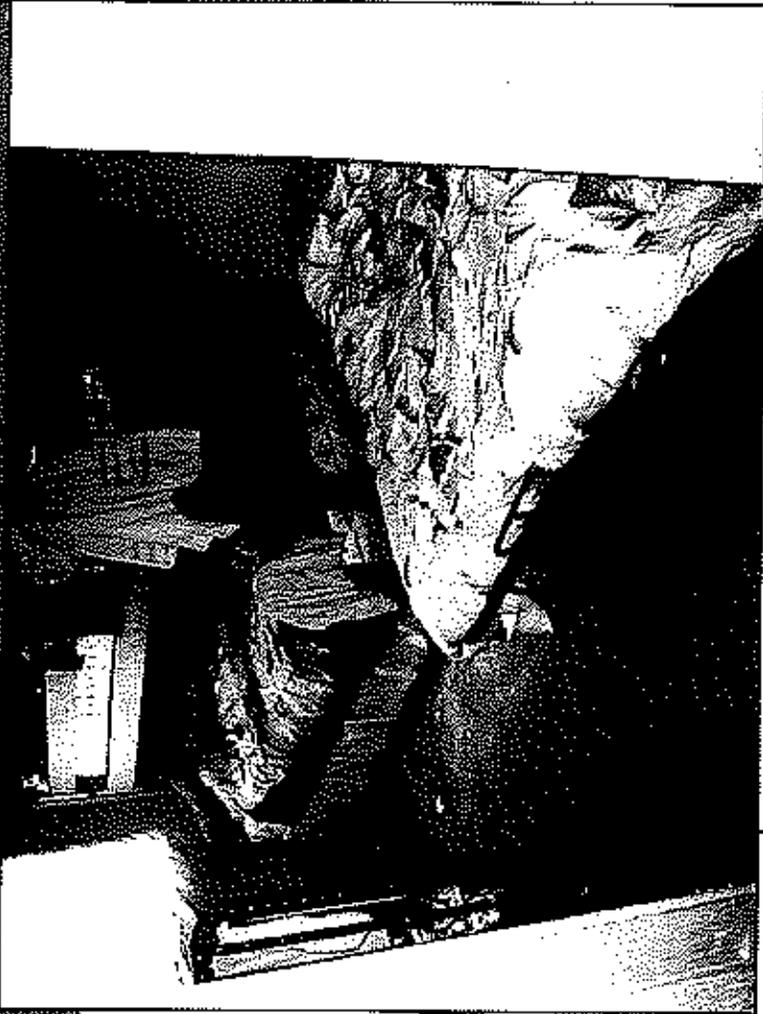
Funding courtesy of
Columbia Center Rotary
Labor courtesy of
Calvin Dudley, Rick Jansen, Fluor Hanford

Children's Playground

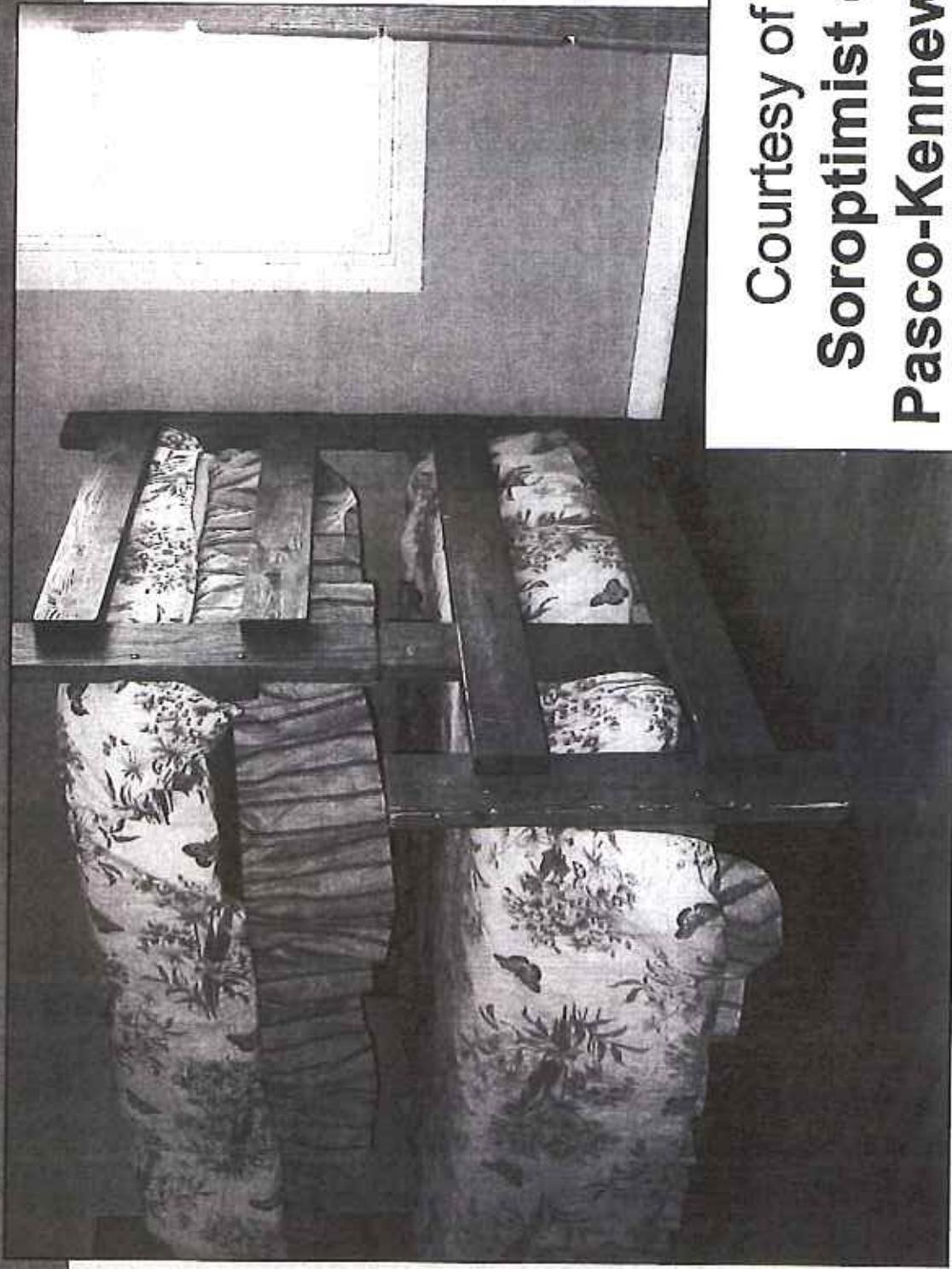


Courtesy of
**Soroptimist of
Pasco-Kennebec &
Sharefest**

Client Bedroom - BEFORE

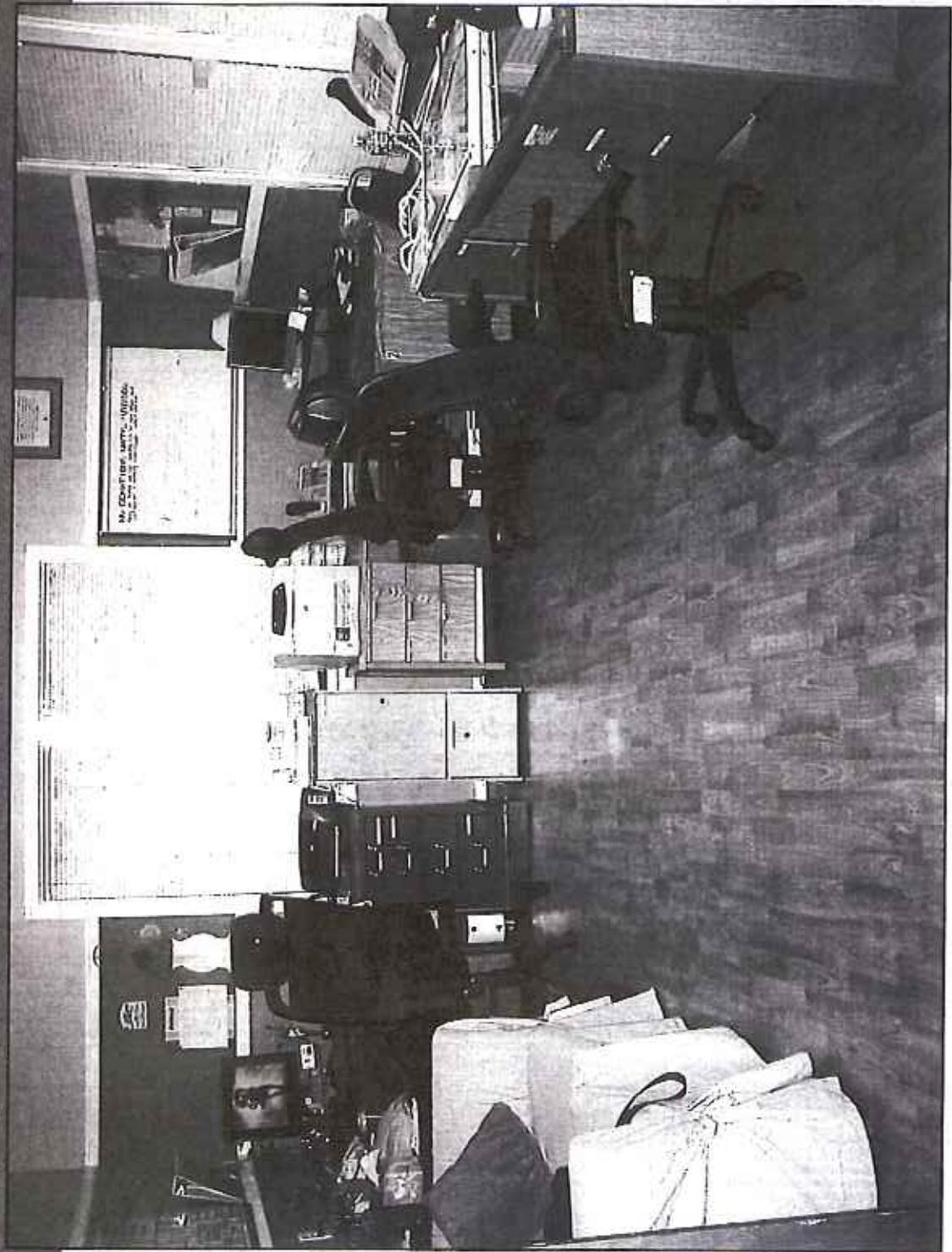


Client Bedroom - AFTER

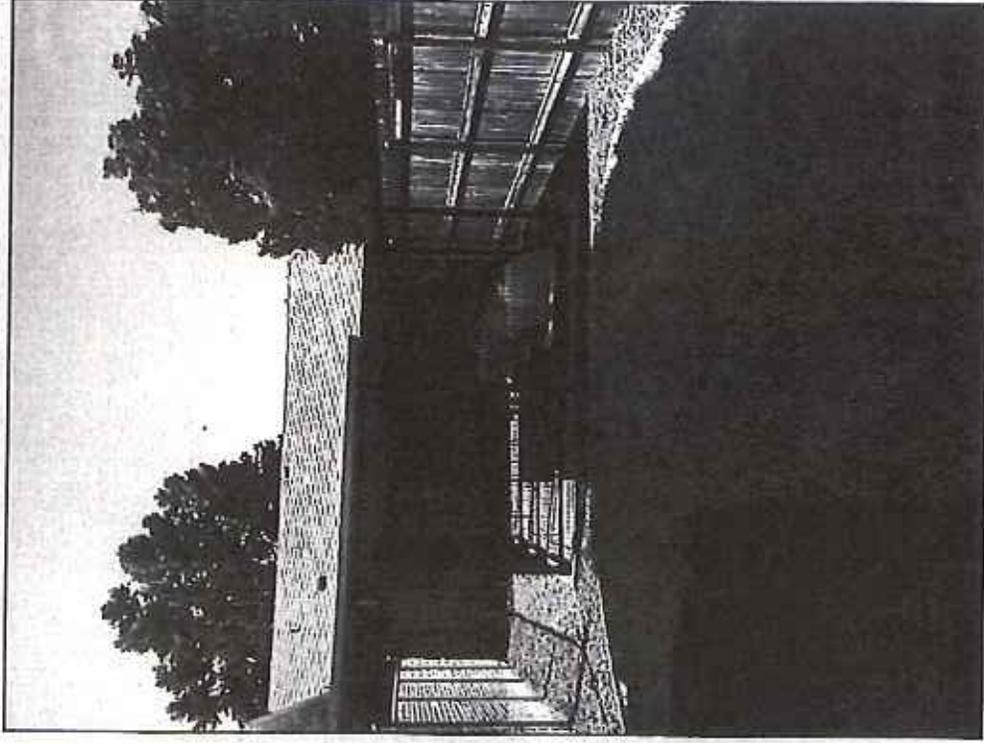
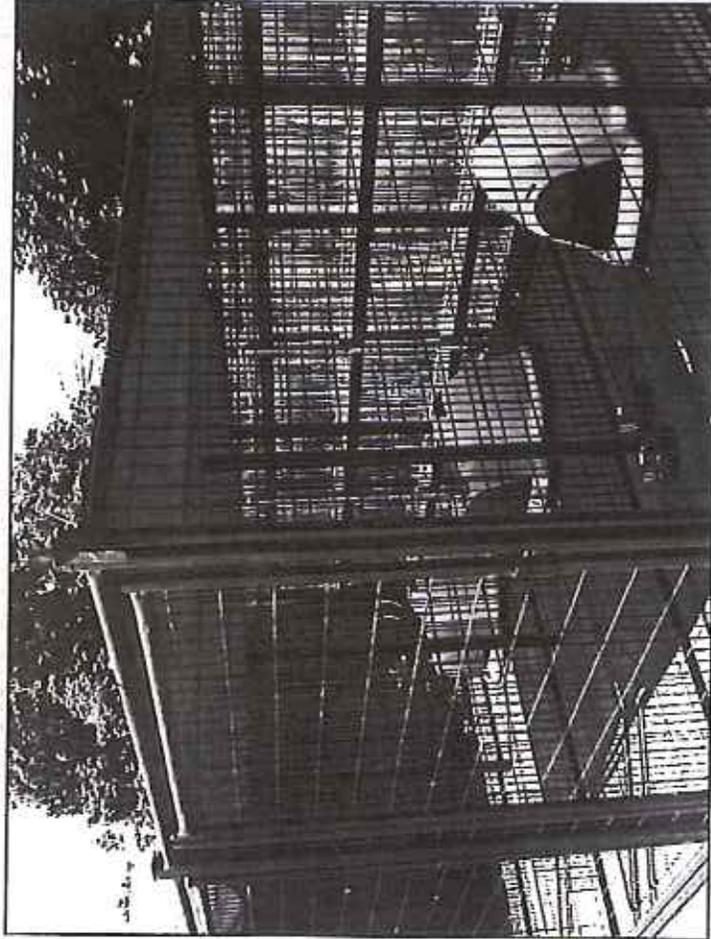


Courtesy of
**Soroptimist of
Pasco-Kennebec**

Staff Office

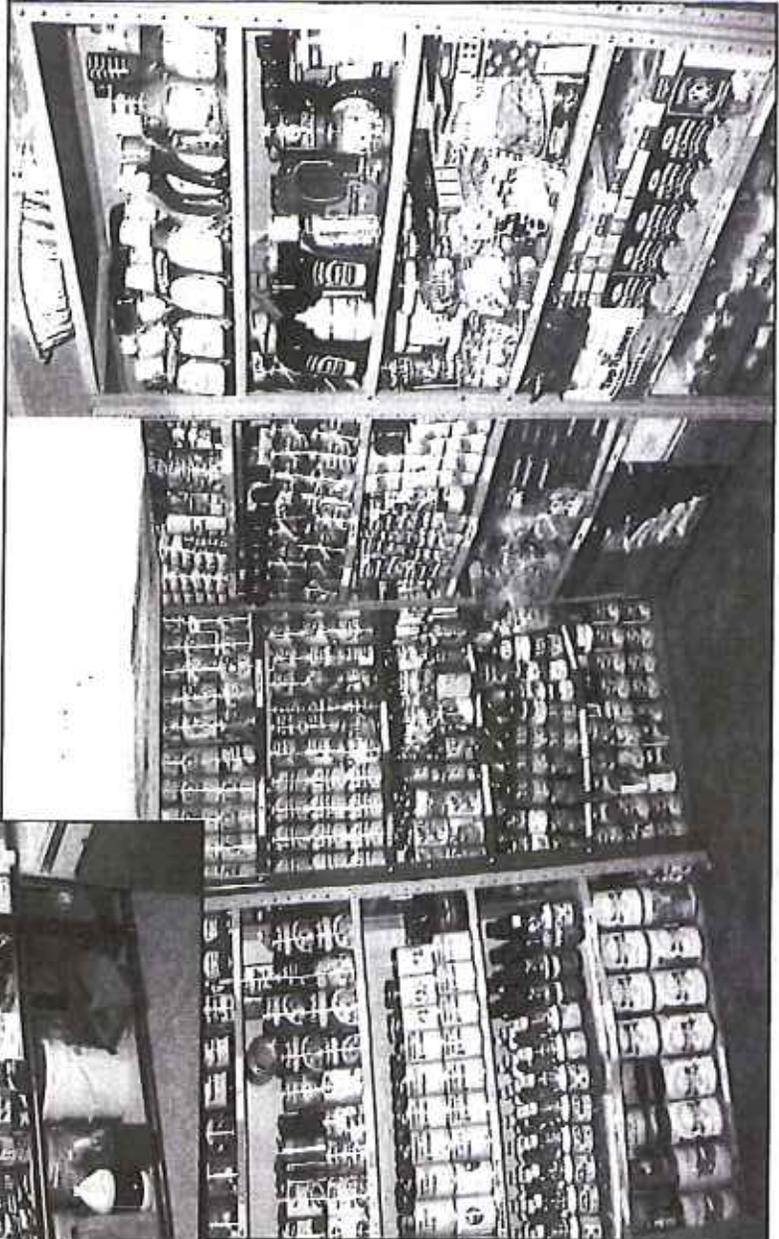
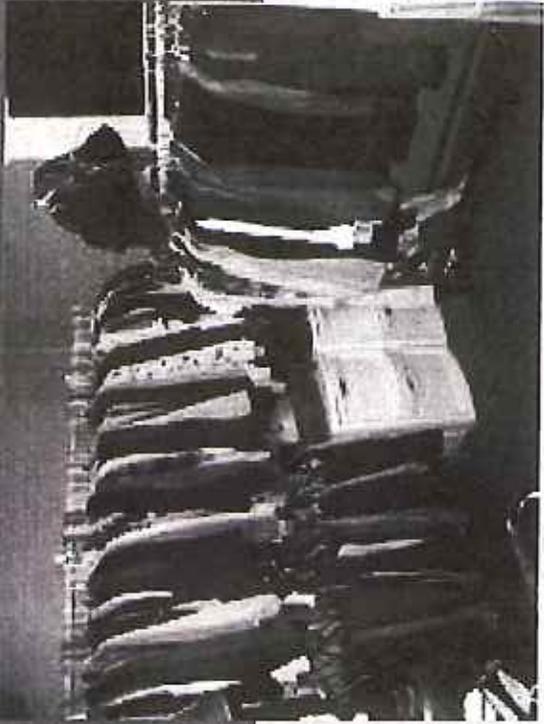


Kennels

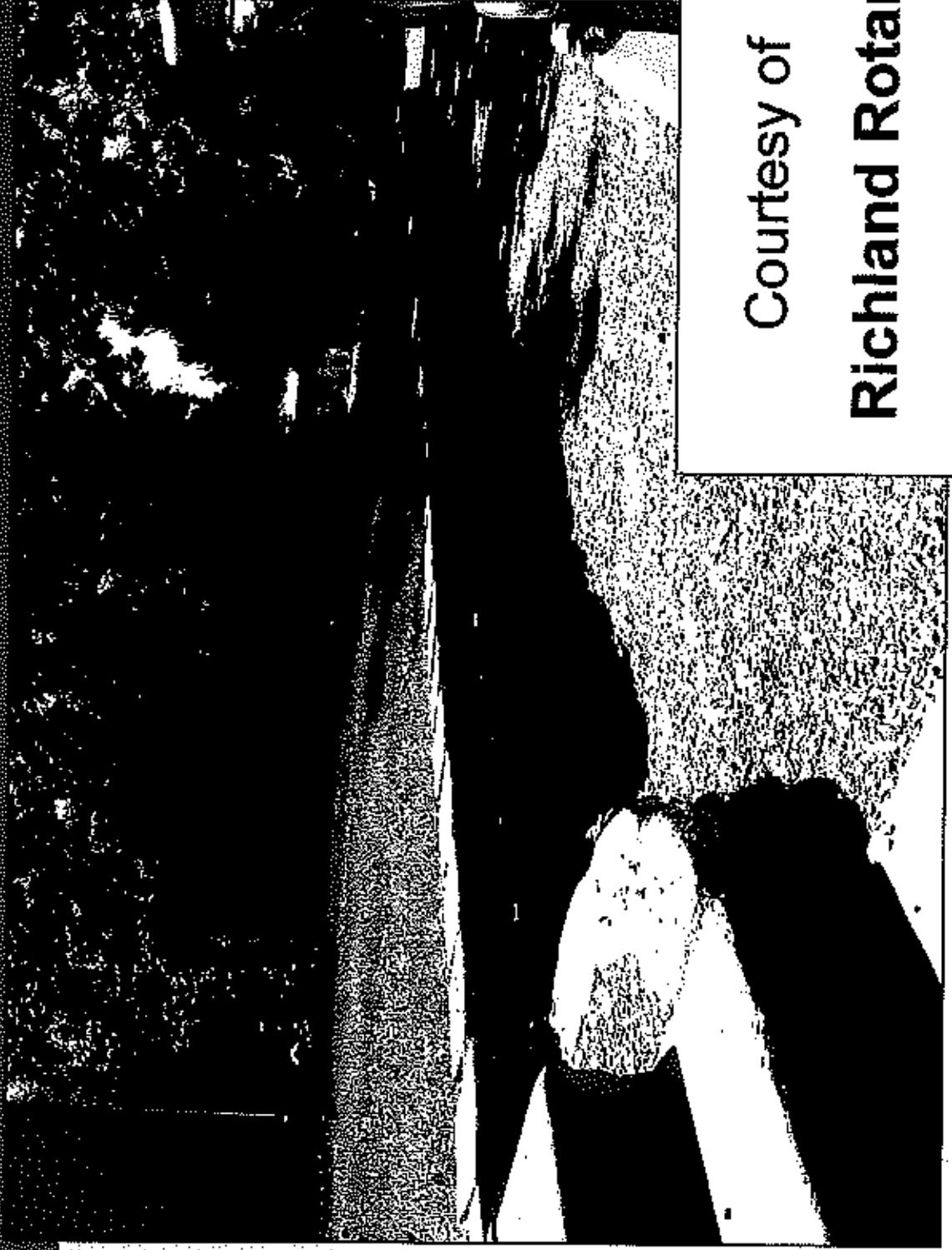


Funding courtesy of
Elks

Storage

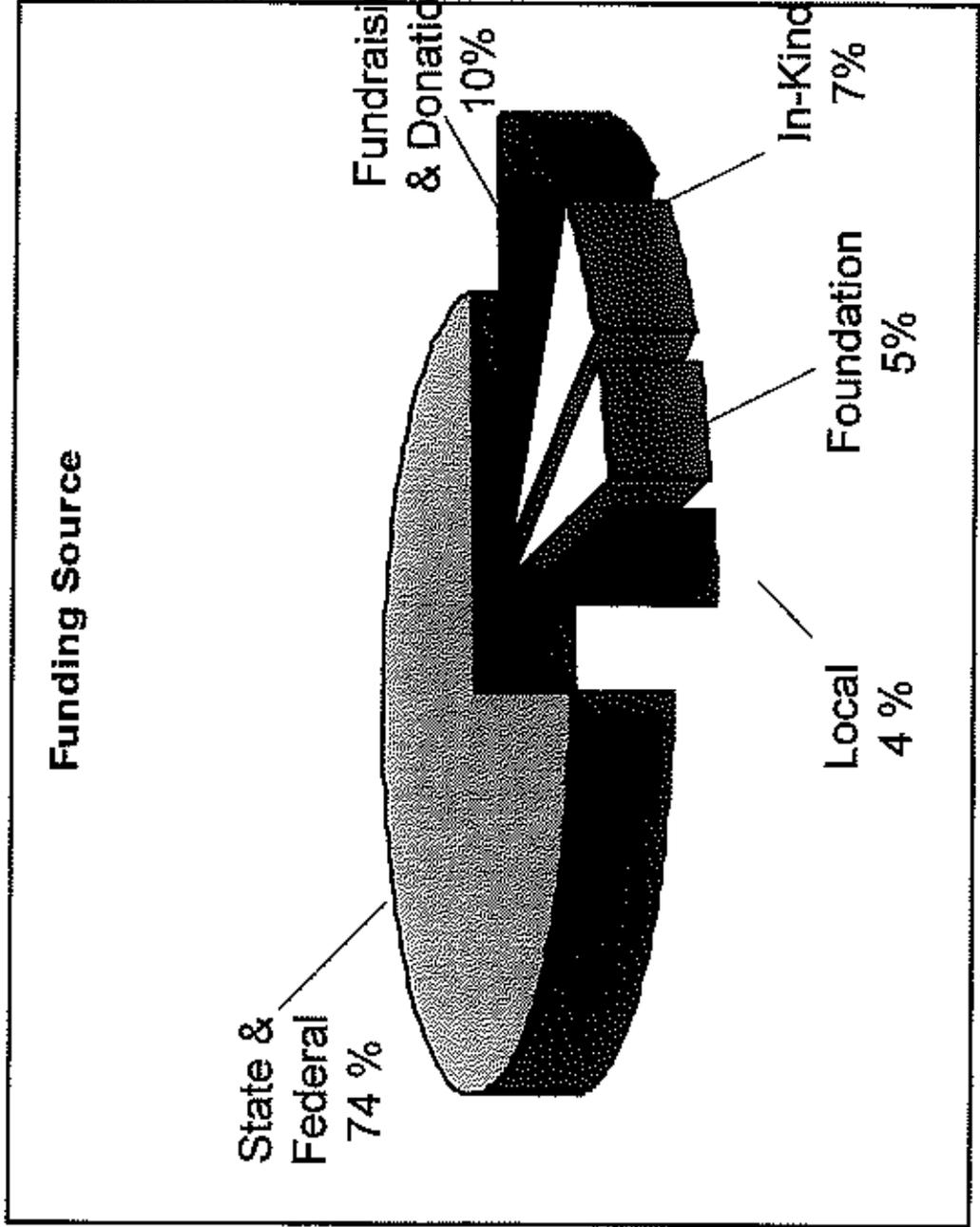


Front Yard - Robinson



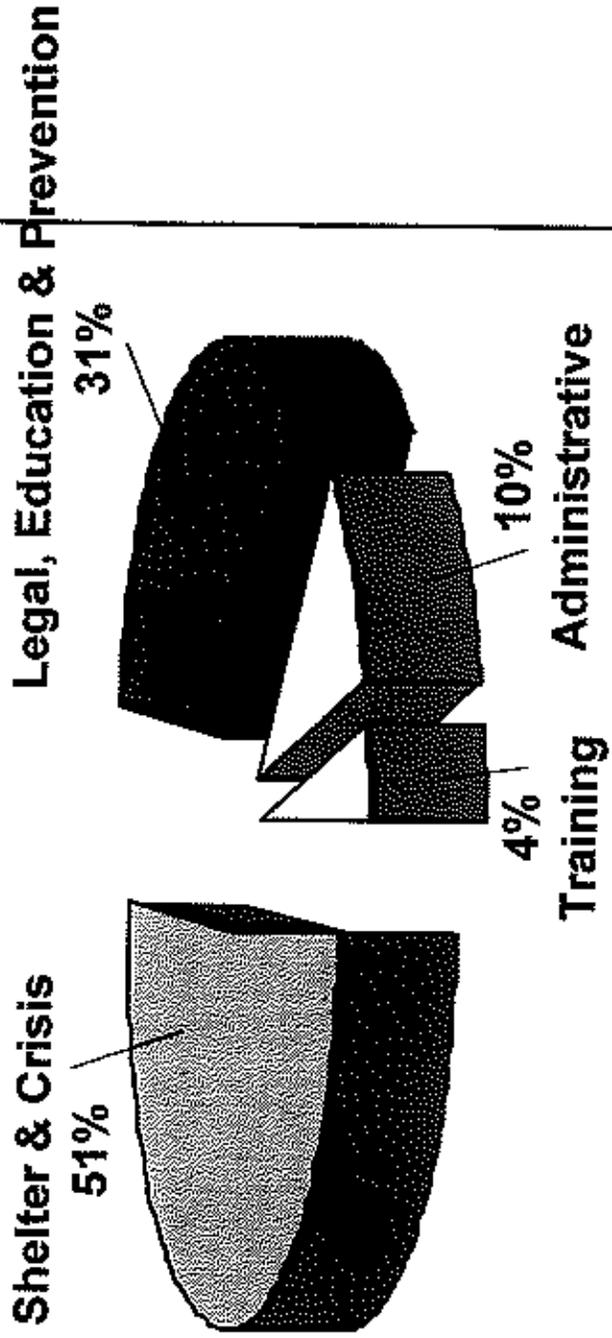
Courtesy of
Richland Rotary

WHERE WE GET OUR MONEY



HOW WE SPEND OUR MONEY

Program Expenses



Board of Directors

Chair: *Sandi Strawn*, Dependable Janitor Svc

Treasurer: *Alysia Johnson*, Banner Bank

Secretary: *Tom Mitchell*, Financial Consultant

Lori Cook, Randolph Construction

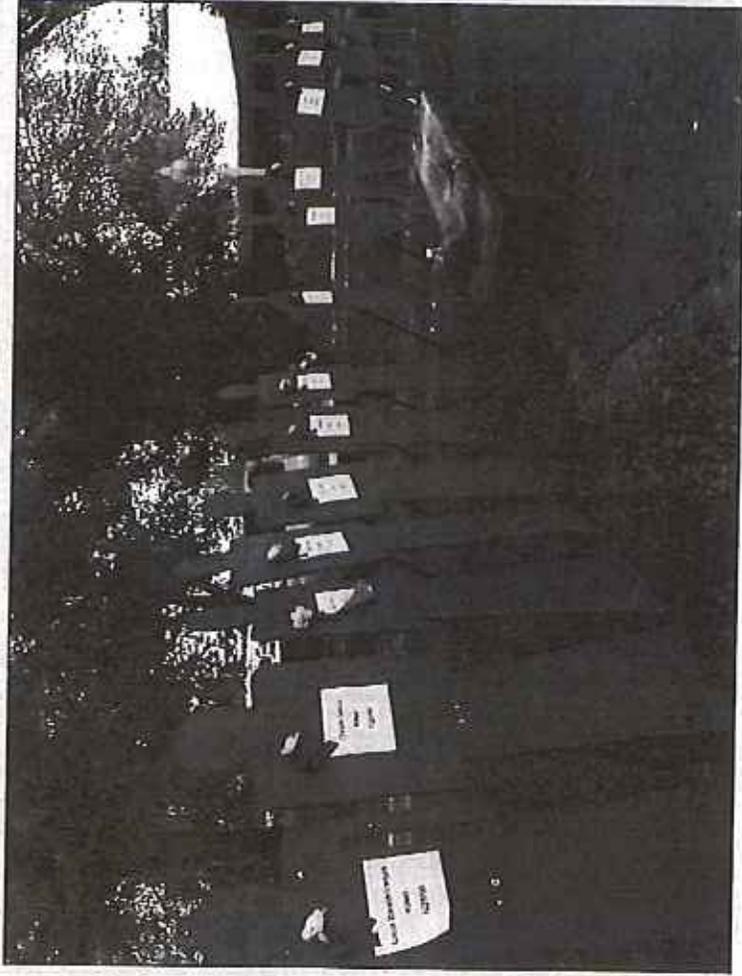
Joyce Olson, Mayor, City of Pasco

Josie Delvin, Superior Court Clerk

Peggy Lemak

Maggie Covarrubius, Infinia Corp.

CANDLELIGHT VIGIL



**Join us this year:
October 29th at 6pm at John Dam Plaza**



24-hour Crisis Line:

582-9841

9:35

AGENDA ITEM: MTG. DATE: November 30, 2009 SUBJECT: SPV-09-04 – Vacation of Short Plat No. 1632 Memo date: November 17, 2009 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	TYPE OF ACTION		Consent Agenda
	NEEDED		Public Hearing X
	Execute Contract		1st Discussion
	Pass Resolution	X	2nd Discussion
	Pass Ordinance		Other
	Pass Motion	X	
Other			

BACKGROUND INFORMATION

On September 21, 2009 the Board of County Commissioners held a public hearing and approved a request regarding the vacation of the lot lines within Short Plat #1632. After the public hearing the Port of Benton indicated that they now wished to vacate the entire short plat.

Short Plat #1632 was recorded on June 24, 1988 which created 2 lots, The Port of Benton purchased the property adjoining the west end of the Prosser Airport, on December 12, 1989. Various agencies have been contacted regarding this vacation with the Sunnyside Valley Irrigation District requesting that an easement be recorded for servicing their existing lateral. The Port of Benton has provided the Planning Department with copies of the proposed easement that has been reviewed and approved by SVID. This easement will need to be recorded prior to the signing of the resolution. The other agencies that responded had no comments with vacating Short Plat #1632.

The Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice was published on November 19, 2009 and the public hearing is scheduled for November 30, 2009 at 9:05 a.m., third floor, courthouse, Prosser, WA.

SUMMARY

Benton County has received an application requesting the vacation the entire Short Plat #1632. A new easement for SVID will need to be recorded prior to the resolution approving the vacation is

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends approval of the request.

FISCAL IMPACT

NONE

MOTION

The Benton County Planning Department recommends the following motion: The Board of County Commissioners approve the vacation of Short Plat #1632. This motion is conditioned on the applicant providing an 30 foot irrigation easement for SVID that runs along the north boundary line of Short Plat 1632. That the applicant provide the Benton County Planning Department with a copy of the recorded document(s), prior to the signing of the resolution by the Board of County Commissioners.



SPV 09-04

Basics: Check for any easements, encroachments, or access to any utility line (county, provider or complications at any jurisdiction system).
 Review of the site plan and other information is a study of the site and the site. Berton County makes
 no warranty, representation or guarantee, and no liability is assumed by Berton County or any other person for any
 errors or omissions in this information. The information shown herein is a preliminary product of the Berton County Department of Planning
 and is intended for informational purposes only.

