

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for May 9, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mrs. Corkrum: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2005-175** reappointing Claude Pierret to serve on the Franklin County Planning Commission for a six-year term expiring May 4, 2011. (Exhibit 1)
2. Approval of **joint Resolution 2005-176** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on a personal services contract between Morrison Refrigeration and Heating of Richland and Benton-Franklin Counties Juvenile Justice Center, effective April 1, 2005 through March 31, 2006. (Exhibit 2)
3. Approval of **joint Resolution 2005-177** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on a personal services contract between Juvenile Justice Center and Terry Harrington, MS, to provide sex offender treatment to youth, April 1, 2005 through December 31, 2005. (Exhibit 3)

Second by Mr. Koch. 3:0 vote in favor.

Regular Agenda:

1. Franklin County Veterans' Assistance Fund Waiver Request for applicant Richard Carter.

The Board was asked to review a request from Richard Carter for assistance in the amount of \$743.76. Mr. Brock said the family size fell outside the parameters of a family of three but there is a new baby so the family size is now four people. After discussion, the following motion was made:

Motion - Mrs. Corkrum: I would move to approve it. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 4)

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MOSQUITO CONTROL DISTRICT

Brian Benner of the Franklin County Mosquito Control District met with the Board.

Mosquito Control District Update

Mr. Benner gave the Board a printed update and reviewed it with the Board (Exhibit 5). Tests are done for West Nile Virus (WNV), St. Louis Encephalitis (SLE) and Western Equine Encephalitis (WEE). Eleven traps will be set throughout the county beginning on Wednesday. Mr. Benner showed the sites on a county map.

The mosquito fish is a *gambusia holbrooki*, a member of a tooth-bearing carp family. They are very small fish but have a voracious appetite. They can get their bodies into sediment in the wintertime and actually survive as long as there is water.

Mr. Benner told the Board about the Mosquito Control District database. When it is finished, it will include all information as a mobile field data collection site with forms and also have a GIS interface. The GIS interface will allow workers to take a picture of a site and determine the exact acreage of the site. The comprehensive feature set will include breeding site location analysis, surveillance, work site and maintenance recordkeeping, tracking and field work assignments, complete logging, comprehensive audit trail of all pesticides that are used, analysis of trapping and collection data, virus isolation reporting, and species and lab sample tracking, as well as other information. Some of the information will be exchangeable with other departments. There will be detailed complaint and service request logging so we know how quickly we can dispatch someone to a customer service request. Mr. Benner hopes all the components of the data base are ready by the end of the season. His office will also continue to use the paper method this year.

TRAC

TRAC Assistant Manager Rich Turner met with the Board.

Event Update

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Recent events at TRAC are listed by day with attendance figures in parentheses: Ski Club (100), Piano Sale, Hanford Health and Safety Expo (40,034 overall), Hispanic Academic Achievers (2250), Piano Sale, Gaona Promotions (1500), and Piano Sale.

Upcoming events include: TRAC Advisory Board meeting, TRAC staff meeting, Central Washington Quarter Horse Association, TCAHA Meeting, Tri-Cities Visitor and Convention Bureau Sports Hall of Fame Dinner, Alvarez Wedding, Richland High School Prom, Yakima Valley School, LeMaster and Daniels, New Tradition Homes, WETRC, Martha Pullen Sewing School, Pasco High School Band Concert, American Cancer Relay for Life, CBC Event, Pasco Association of Educators Retirement Dinner, BRN4D Event, Promociones Noe Dance, and Hottell Wedding.

TRAC Issues

Mr. Turner explained his hope to realign staff and bring in more staff because some events are understaffed. He feels TRAC needs a person who can perform maintenance during conversions. TRAC also needs a responsible part-time supervisor for weekend conversions.

Mats

Mr. Turner bought thirty 4' x 6' one-half-inch rubber mats for \$30 apiece at an auction. They will be used in the penalty boxes for hockey and the restrooms in the Pavilion. If purchased new, the cost would have been about \$40 per mat. Sales tax will also be charged. He recommended taking the funds from the TRAC Operating fund.

Tack Stalls

Event promoters need to give TRAC staff a list of which stalls are designated for tack prior to events. Otherwise, shavings will be put in all the stalls and the promoter will be charged for the shavings.

Professional Services

The TRAC professional services expenditure figures were reviewed. Mr. Turner has asked the Finance Manager to make sure that costs for electrical work are paid by the TRAC user for specific events.

PUBLIC WORKS

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Engineer Tim Fife met with the Board. Present in audience: Debra Blum.

Certificate

Mr. Brock gave Mr. Fife the Certificate of Good Practice from the County Road Administration Board (CRAB) (Exhibit 6).

CRP 582/Dilling Lane Bridge – Local Agency Federal Aid Project Prospectus

Mr. Fife asked for Board approval of a prospectus to obtain additional right-of-way.

Motion – Mrs. Corkrum: I move that we approve the agreement between Washington State Department of Transportation (WSDOT) and Franklin County and authorize the chairman to sign the agreement for CRP 582. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Public Works Trust Fund (PWTF) Project Need

The Board reviewed a draft application for PWTF loan. Mr. Fife explained that the application is for paving 30 miles of road. The amount of miles can vary. The list of roads on the priority array can vary. A map was reviewed showing the roads that are proposed to be paved. The application is asking for \$4,500,000 in the loan with total funding of \$5,000,000 to cover interest.

Mr. Brock said he thinks we ought to proceed with the gas tax revenue on paving roads now. He asked if we say the source of revenue has changed, does that make a change on the application? Mr. Fife said yes. He said the gas tax revenue isn't big enough to pay it back. Mr. Brock said the county will receive about \$288,000 a year on gas tax revenue. Mr. Fife said the cost of doing business went up. The figure of \$100,000 a mile to pave roads is no longer accurate. Other figures were discussed.

Mr. Brock said he remembers hearing it would cost about \$250,000 per year to repay the \$5,000,000 on a 20-year amortization. Mr. Fife said the interest on a 20-year loan is about \$225,000 so it might be pretty close to that amount. The interest rate was figured at 1%.

Mr. Brock expressed his concerns about the gravel roads that need to be paved and reminded the Board of complaints that have been received. Mr. Fife said he put

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people's comments in the application regarding the need for paving. He also included figures on the amount of dust that is created by even one vehicle. He said there is an indirect cost to the public from the gravel roads. Mr. Fife said we think if we can pave 30 roads, we can reduce one blading district.

Mr. Fife said the 30 miles of roads will be the worst of what we have and what we currently spend the bulk of our time on.

Mr. Brock said he thinks we need to have a 35-mile-per-hour speed limit county-wide on gravel roads. Contrary to what people say, it makes a difference if people drive 35 miles per hour. He said we need to have some enforcement to make the speed limit lower.

Mr. Koch said we need some citizen comment on roads that have excessive speed on them. He said the sheriff doesn't have time for deputies to patrol the 400-some miles. If the sheriff knew where to put the emphasis, a few traffic stops could be made.

Motion – Mrs. Corkrum: I move for approval. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

Bi-Monthly Progress Reports

A project has been started on Glade Road at Fir Hill to fix the joints in a pipe that are underneath the pavement. A detour has been placed around the site. The repairs will be done tomorrow and hopefully the road will reopen after that.

The solid waste funding has been substantially reduced. However, Mr. Fife has not seen the figures yet.

Bi-Monthly Progress Reports were reviewed.

GRACE CLINIC

Debra Blum of Grace Clinic met with the Board.

Request for use of TRAC Facility for Grace Clinic Function

Ms. Blum gave a brief history of the Grace Clinic. It provides health care services to people who earn too much to qualify for medical aid but do not have health insurance. Grace Clinic would like to use TRAC for an all-day nonprofit fundraiser concert. She explained what the concert would include. Ms. Blum realizes we cannot

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ask for a 100% donation of the TRAC facility. Grace Clinic is offering to have 100% of volunteers be security as well as do set-up and pay TRAC approximately \$500 for their labor to assist us in setting up chairs and the stage. The stage and sound system are being donated through Music Machine. She told the Board about other volunteer and donation efforts. Ticket prices are still being discussed but anticipated to be about \$10 per person or at a family rate. The event would be held in the arena with approximately 3500 seated in chairs on the floor area and 3500 in the bleacher seating.

The Board asked Ms. Blum to present a written proposal with a definite plan and possible dates. If it is scheduled at TRAC, it would need to be scheduled at one of TRAC's slowest times. TRAC would have to recover all of its costs.

Mrs. Corkrum told Ms. Blum she thinks we can work with you. Nothing is ever free. The Board said they think TRAC can be used as long as we can get our liability covered and it meets TRAC's requirements.

Ms. Blum asked what is the minimum insurance? Mr. Brock told Ms. Blum to work out the details with TRAC. Then TRAC will bring the proposal to the Board.

COUNTY CLERK

County Clerk Mike Killian met with the Board.

Request for temporary help for three weeks

Mr. Killian hired Maria Aguilar last week to replace Shannon Hilyard who has chosen to quit working. He asked for approval to keep Shannon Hilyard for three weeks while Ms. Aguilar is training. It will cost about \$900. The budget line is expected to have \$8100 available at the end of 2005.

Mr. Killian answered Mrs. Corkrum's questions about why another person is needed, saying Ms. Hilyard can do work while Ms. Aguilar is being trained. The office is busier because there is now a sixth judge.

The Board gave **consensus approval** and asked Mr. Killian to bring the paperwork back on Wednesday. Mrs. Corkrum asked Mr. Killian to consider having his office be open during the lunch hour.

Red lights in hallway

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Lights were put in during the remodel of the Public Safety Building so the jail staff could turn the lights on using a key to alert people that prisoners would be moving in the hallway. The lights are not being used by the jail. Mr. Killian described recent problems because of the lights not being activated. He said Sheriff Lathim told him he will look into the matter with the jail staff. Mr. Koch said if it's in place, why not use it. The other Board members agreed.

Recessed at 10:28 a.m.

Reconvened at 10:42 a.m.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

TRAC General Manager Interview Questions

The Board reviewed the questions that will be used in interviews.

County Property near TRAC

Mr. Brock said he thinks the lots that the county is considering selling near TRAC may need to be broken into smaller portions. He is not necessarily in favor of auctioning the property but feels the Board should consider breaking them down because it gives us a broader market. Mr. Bowen said in 1994 or 1995 there were big tracts of property. At the time there was a concern that a municipal agency would compete against an individual. That's why we decided not to do it at that time.

The Board asked Mr. Bowen to talk to Ryan Verhulp of the Prosecutor's Office prior to taking any action.

Mr. Koch would like to have an auctioneer meet with the Board to explain how a real estate auction works. Mr. Brock said if we decided to go to an auction, the bigger pieces would put us at a disadvantage. Mr. Koch said it's the same disadvantage that an individual buyer would have. Mr. Koch explained how the auction could be done.

The Board decided to have auctioneer Merle Booker come to explain how real estate auctions work.

Property Insurance

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Last week the Board decided to extend property insurance to October and then go out with other counties for coverage. Mr. Bowen said that decision could potentially increase the costs for this year. It will cost \$22,497 to extend the property insurance from July 1 to the end of September. Then we'd do a bid for a year with the rest of the counties. It is a possibility that the insurance cost will be greater than is in the budget because of paying for a full year of coverage in October in addition to the cost of the extension.

Mrs. Corkrum said a Thurston County claim has been settled so the assessment of \$41,000 to Franklin County will no longer be assessed.

CTED – Grand Old 4th

CTED sent a letter saying they were impressed with what we've done with the Grand Old 4th celebration.

Mr. Bowen said it is going to be a little bit of a challenge to meet the budgeted sponsorship amounts. However, he has been told that in-kind donations of advertising are worth about \$100,000.

Courthouse Renovation

Brick re-pointing in the courthouse restoration project involves replacing all bad grout with new grout. The original estimate was that 70% of the brick would need to be re-pointed. As it is being cleaned, areas that weren't identified as needing to be re-grouted have now been identified as needing it. The cost for the additional 700 square foot of brick is \$10.50 per square foot for a total of \$7350. Mr. Bowen knows money is tight but he thinks it needs to be done.

Current project figures are being reconciled between the Commissioners Office and the Treasurer's Office.

Another concern is that the architects did not include their 10-1/2% for change orders, which amounts to about \$40,000.

Fountain: The fountain manufacturer is asking for payment upfront. Typically the county does not pay upfront. Mr. Brock said there was \$25,000 in the budget for the fountain that could be used for change orders. He can see no reason to proceed with the

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fountain. Mr. Bowen told the Board of other budget figures. Mr. Brock said the plumbing is in place for the fountain so it could be added later.

The legislature passed \$5 million for courthouse restoration funding for the next two years but did not approve an ongoing committee for courthouse restoration funding.

Action:

The Board feels the brickwork has to be done.

Mrs. Corkrum said she doesn't think we can pay money upfront for the fountain. Mr. Koch said he thinks we have to back off on the fountain at this point because we don't know where the money is coming from.

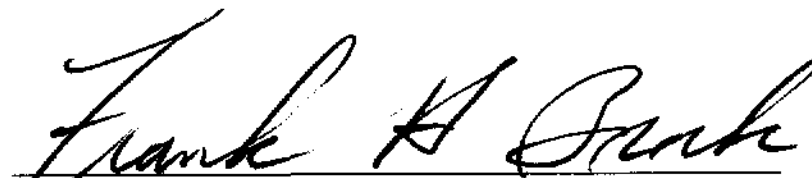
Mr. Bowen will be talking to the architects about their failure to include their cost for change orders in the change order amounts.

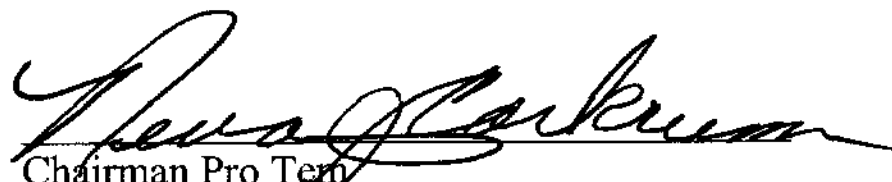
Adjourned at 11:13 a.m.

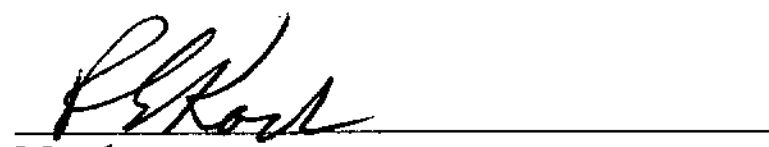
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until May 11, 2005.

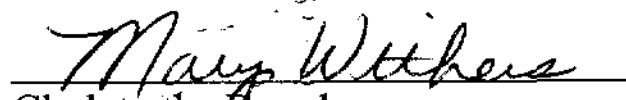
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed May 16, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 175

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: REAPPOINT CLAUDE PIERRET TO SERVE ON THE FRANKLIN
COUNTY PLANNING COMMISSION FOR A SIX-YEAR TERM
EXPIRING MAY 4, 2011**

WHEREAS, Claude Pierret has served on the Franklin County Planning Commission with said term expiring May 4, 2005; and

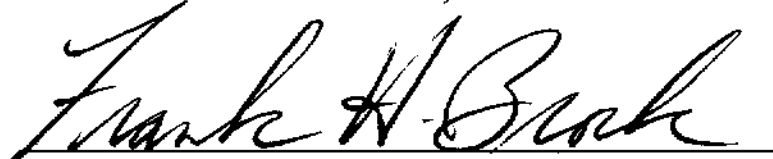
WHEREAS, Mr. Pierret expressed a desire and willingness to continue to serve as a member of the Planning Commission; and

WHEREAS, the Franklin County Board of Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the county;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby reappoints Claude Pierret to serve on the Franklin County Planning Commission for a six-year term expiring May 4, 2011.

APPROVED this 9th day of May, 2005.

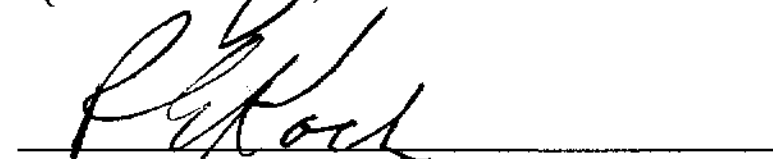
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chairman



Neva J. Corkrum, Chair Pro-Tem



Robert E. Koch, Member

Attest:


Clerk of the Board

Originals: Auditor's Office
Minutes
Claude Pierret

cc: Appointment File
Planning Department

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 05 226FRANKLIN COUNTY RESOLUTION NO. 2005 176

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

IN THE MATTER OF THE REQUEST FOR THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON A PERSONAL SERVICES CONTRACT BETWEEN MORRISON REFRIGERATION AND HEATING OF RICHLAND, AND BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Personal Services Contract, for services described as heating and air-conditioning maintenance between the Juvenile Justice Center and Morrison Refrigeration and Heating of Richland WA, be approved as presented for the period commencing April 1, 2005, and terminating on March 31, 2006, NOW, THEREFORE,

BE IT RESOLVED, that the Personal Services Contract between the Juvenile Justice Center and Morrison Refrigeration and Heating of Richland WA, shall be for the period commencing April 1, 2005, and terminating on March 31, 2006.

DATED this 24th MAY day of April 2005.

DATED this 9th MAY day of April 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

David L. Oliver
Chairman of the Board
May E. Benning
Member

ABSENT
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Carrie McFarlane
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Brink
Chairman of the Board
Theresa L. Brum
Chairman Pro Tem
Rebecca
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Mary Wickers
Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

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

PERSONAL SERVICES CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, 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 West Canal Place, Suite 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Morrison Refrigeration and Heating, with its principal offices at 1990 Saint Street, Richland, WA 99352, (hereinafter referred to as "CONTRACTOR").

In consideration of the payments, provisions, and agreements set forth in this Agreement and the Contract Documents, the parties hereto agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the following document(s):

- a. Exhibit A, Peak Performance Service Agreement / Equipment to Be Serviced List
- b. Certificate of Insurance

2. DURATION OF CONTRACT

The term of this Contract shall begin April 1, 2005, and shall expire on March 31, 2006. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The Contractor shall provide building environmental maintenance services as defined in the attached specifications of Exhibit A for Benton Franklin Counties Juvenile Justice Center. A detailed description of the services to be performed by the CONTRACTOR is set forth

in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Mark Johnson, Service Manager
1990 Saint Street
Richland WA 99352
Phone: (509) 375-1990
Fax: (509) 375-7470
- b. For COUNTY: Sharon Paradis, Administrator
5606 West Canal, Suite 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 736-2728

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The COUNTIES shall pay \$12,500.00 in four equal payments of \$3,125.00, for services outlined in this Contract.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$12,500.00 for the twelve-month period.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may submit invoices to the COUNTY not more than once per quarter during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the

work, even if the work is accepted by the COUNTY.

- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. 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.

8. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall

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

- c. **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 CONTRACTOR will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The COUNTY, its officers, officials, employees and agents shall be 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 COUNTY as an additional

insured.

- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (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. If the CONTRACTOR'S liability coverage is written as a "claims made" policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **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 current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin COUNTIES Prosecutors' Offices. 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.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form

certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) 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.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Juvenile Court Administrator
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336

- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's

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

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. 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 COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. 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 COUNTY.
- 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.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state

and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. 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.

23. ENTIRE AGREEMENT

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

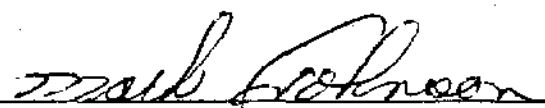
24. NOTICES

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 to this Contract have executed this Contract to take effect as of the date written below.

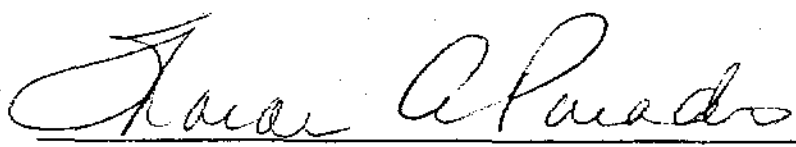
MORRISON REFRIGERATION &
AND HEATING

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER



Mark Johnson
Service Manager
3/22/05

DATE



Sharon A. Paradis
Administrator
3/16/05

DATE

BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

Cassandra Noble
Cassandra Noble, Senior Deputy Prosecuting Attorney
Benton County

3 30 05
Date

DATED at Prosser, Washington, this 2 day of May, 2005.

Charles L. Ours
Chairman

ATTEST:

Carmel McHenry
Clerk of the Board

FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:

Bob
Ryan Verhulp, Chief Civil Deputy Prosecutor
Franklin County

04.11.2005
Date

DATED at Pasco, Washington, this 9th day of May, 2005.

Frank H. Burk
Chairman

ATTEST:

Mary Withers
Clerk of the Board

**MORRISON**

REFRIGERATION & HEATING

Peak Performance Service Agreement Exhibit A**Pricing & Acceptance**

Customer Benton Franklin Juvenile Justice Center

Billing Address 5606 W Canal Place Suite 106
Kennewick, WA 99336-1388

Contact & Phone No James Stedman (509) 736-2717

MORRISON REFRIGERATION & HEATING

also referred to as the Service Company, agrees to furnish services in accordance with the *General and Supplemental Terms and Conditions* and each *Peak Performance Maintenance Schedule*.

Equipment to be Serviced

Quantity	Manufacturer	Model/Type of Equipment	Serial Number	Location
----------	--------------	----------------------------	------------------	----------

Provide preventative maintenance, parts repair and replacement. This includes furnishing labor, test equipment and special tools. The mechanical equipment will be cleaned, lubricated, adjusted (3) times per year or according to manufacturers specifications. All maintenance work will be coordinated with the counties to keep disruption of the Juvenile justice Center's daily operation to a minimum.

When the counties request emergency service, Morrison will charge the counties prevailing service labor rates.

All maintenance materials and repair parts are to be furnished by Benton and Franklin counties. The labor to install these parts will be provided by Morrison Construction Services.

This contract will be billed out (4) times per year.

The Agreement Price is \$~~12,312.00~~ per year, payable \$~~3,078.00~~ per QUARTER. This Agreement is effective from April 2005 through March 2006.

Customer Acceptance:

Signature _____

Title _____

(Type or Print Name of Signer)

Acceptance Date _____

Service Company Approval:Signature Mark JohnsonTitle SUS MgrMark Johnson
(Type or Print Name of Signer)

Approval Date _____



Exhibit A

1990 Saint Street • Richland, WA 99354
 Bus: (509) 375-1990 • Fax: (509) 375-1708
 www.morrisoninc.com

Maintenance Equipment List

Benton-Franklin Counties Juvenile Justice Center

Old Section

30ea	Enercon Mod# VW Heat Pumps
1 ea	McGraw-Edison Mod# 7583 Make Up Air Unit
2 ea	CirculationPumps Mod# 2-1/2 B7
1 ea	McGraw-Edison Cooling Tower 7581
1 lot	Temperature Controllers

New Section:

20 ea	Trane Gas Electric Package Units Mod# YCC
1 ea	Trane Mod# TWE Air Handler
1 ea	Trane Mod#TTA Condensing Unit
1 ea	Carrier Mod# 38HD Condensing Unit
1 ea	Carrier Mod# 40AQ Fan Coil
5 ea	Reznor Duct Furnace Mod# RGB
6 ea	Reznor Make Up Air Units Mod# RDF
1 ea	Reznor Unit Heater Mod# FE25-S
1 lot	ATS Controls



MORRISON
REFRIGERATION & HEATING

Exhibit A

HEAT PUMP SCHEDULE PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Condenser coil will be inspected for heat transfer loss.
2. Blower wheels and fans will be inspected and cleaned to assure proper air delivery.
3. Refrigerant will be checked for proper charge and to assure system is leak free.
4. Exposed duct work will be checked for leaks and proper insulation.
5. Belts and pulleys will be inspected and adjusted as required.
6. Thermostats will be checked and calibrated as required.
7. Motors and bearings will be lubricated as required.
8. Controls and safeties will be tested.
9. Condensate drain will be checked.
10. Crankcase heater will be checked for proper operation.
11. Relays and contactors will be inspected.
12. Unit wiring and electrical disconnect will be inspected.
13. Economizer operation will be checked, where applicable.
14. Temperature and pressures will be recorded.
15. Evaporator coil will be inspected and cleaned annually, if necessary.
16. Defrost timer will be checked.
17. Reversing valve will be operationally tested.
18. Auxiliary heat strips will be operationally checked.
19. Air filters will be replaced [] time(s) per year.
20. Condenser coils will be power washed [] time(s) per year.
21. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

May 9, 2005

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID P1
MORRI-1DATE (MM/DD/YYYY)
01/10/05

PRODUCER Western States Of Richland PO Box 70 1100 Jadwin Richland WA 99352 Phone: 509-946-6161	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Morrison Construction Services Inc 1990 Saint Street Richland WA 99352	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: North Pacific Insurance	23892
	INSURER B: Landmark America Ins CO	
	INSURER C: RSUI Indemnity Company	
	INSURER D:	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured <input checked="" type="checkbox"/> WA STOP GAP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	LHA127268	12/31/04	12/31/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C05155306	12/31/04	12/31/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	NHA213269	12/31/04	12/31/05	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER	Morrison CONSTRUCTION SERVICES, INC.			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

Benton Franklin Counties Juvenile Justice Center 5606 W Canal Pl, Ste 106 Kennewick WA 99336	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract <u>XX</u>	CONSENT AGENDA <u>xx</u>
MEETING DATE: <u>B/C 04-18-05 F/C 04-25-05</u>	Pass Resolution <u>XX</u>	PUBLIC HEARING
SUBJECT: Personal Services Agreement Morrison Refrigeration and Heating Maintenance Agreement	Pass Ordinance	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Motion	2ND DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

BACKGROUND INFORMATION

Morrison Refrigeration and Heating are experts in their industry and have provided maintenance and repair services for the Benton-Franklin Counties Juvenile Justice Center for many years. Morrison's staff is extremely familiar with the many facets of Juvenile Center's heating and air-conditioning units and they are able to prevent the need for major repair and they are timely and quick in their ongoing service. This Personal Services Agreement that is presented would continue uninterrupted service for one year, April 1, 2005 through March 31, 2006.

SUMMARY

Juvenile would like to continue contracting with Morrison Refrigeration and Heating to repair and maintain it's heating and air-conditioning units.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract between Benton-Franklin Juvenile Justice Center and Morrison Refrigeration and Heating for the period of April 1, 2005 through March 31, 2006, totaling \$12,500.00.

FISCAL IMPACT

\$12,500.00 is included in the already approved Juvenile Facilities Department #172 budget. There is no change in the service rate.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract between Benton-Franklin Counties Juvenile Justice Center and Morrison Refrigeration and Heating, to continue providing heating and air-conditioning maintenance for the Juvenile Justice Center at a total 2005 rate of \$12,500.00 for the period of April 1, 2005 through March 31, 2006.

JOINT RESOLUTION

05 227

BENTON COUNTY RESOLUTION NO.

FRANKLIN COUNTY RESOLUTION NO.

2005 177

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND TERRY HARRINGTON, MS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Person Services Contract between Terry Harrington, MS, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing April 1, 2005 and terminating on December 31, 2005, 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 2nd day of May 2005.

DATED this 9th day of May 2005.

BENTON COUNTY BOARD OF COMMISSIONERS

Charles L. Oliver
Chairman of the Board

Mike Bentley
Member

ABSENT
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Carmie McKenzie
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Frank H. Brook
Chairman of the Board

Theresa Jackson
Chairman Pro Tem

Rehan
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Mary Withers
Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND TERRY HARRINGTON

THIS CONTRACT is made and entered into by and between BENTON COUNTIES, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTIES, 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 bicounty agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter referred to as "COUNTIES"), and Terry Harrington, MS with its principal offices at PO Box 5203, Salem, OR, 97304-5203 (hereinafter referred to as "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall be April 1, 2005, through December 31, 2005. The CONTRACTOR shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

Pursuant to RCW 13.40.160, the CONTRACTOR shall provide services for selected first time, adjudicated sex offenders.

a. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. Assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:

- (1) Respondents version of the facts;
- (2) Official version of the facts;
- (3) Assessment of problems in addition to the alleged deviant behaviors;
- (4) Social, educational, and employment situation;
- (5) Source of evaluator's information; and
- (6) Amenability to treatment and risk to the community.

- b. Develop a proposed treatment plan that includes:
- (1) Frequency and type of contact between offender and treatment providers;
 - (2) Specific treatment issues to be addressed and description of planned treatment modalities;
 - (3) Monitoring plans including any requirement regarding living conditions;
 - (4) Anticipated duration of treatment, and
 - (5) Recommended crime-related prohibitions.
- c. Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Juvenile Justice, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

3. 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: Terry Harrington, MS
PO Box 5203
Salem OR 97304-5203

- b. For COUNTIES: Sharon Paradis, Administrator
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

4. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. At the rate of \$75.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by SB6259, Section 301, (RCW 13.40.160) addressing client's treatment progress is to be included in this hourly rate.
- b. Group sex offender therapy sessions will be provided to the offender on a weekly basis at no charge. Offenders accepted into treatment will be expected to attend these weekly sessions.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR will 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. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

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

6. 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.
- 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.

7. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Oregon workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Oregon workers compensation statutes and regulations and COUNTIES incur fines or are required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- c. **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 CONTRACTOR will provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- 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) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (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. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **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 current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. 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.

- (1) The CONTRACTOR shall furnish the COUNTIES with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior

written notice to the 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.

- (2) The CONTRACTOR shall furnish the COUNTIES with evidence that the additional insured provision required above have been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTIES as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" to both of the COUNTIES' Contract Representatives. The address of the certificate holder shall be shown as the current address of the COUNTIES'S Contract Representative.
- (4) The CONTRACTOR shall request the Oregon State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the COUNTIES that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages 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
- (6) 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's Risk Manager.
- (7) 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.

8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in their sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract by giving

ten (10) days written notice by certified mail to the CONTRACTOR. 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 the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- 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.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, with the exception of personal services contracts with individual substance abuse professionals as reflected in Exhibit "A", Section IX, "Subcontracting". However, 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.
- 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.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the

right of the waiving party to enforce any of the provisions of this Contract at a later time.

11. INDEPENDENT CONTRACTOR

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

12. COMPLIANCE WITH LAWS

- a. The CONTRACTOR shall comply with all applicable Federal, State and local laws, pertinent WACs and RCWs, JRA Administration Policy Bulletins, and other rules, regulations and publications identified throughout the Statement of Work in performing this Contract.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

13. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for

all services provided under this contract.

a. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- (2) In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

- (1) The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The CONTRACTOR shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all fiscal and clinical books, records, documents, and other material relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide as reflected in Exhibit "A", Section VII, "Records Retention".

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

18. DISPUTES

Differences between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the 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.

19. CONFIDENTIALITY

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

judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. 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.

23. ENTIRE AGREEMENT

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

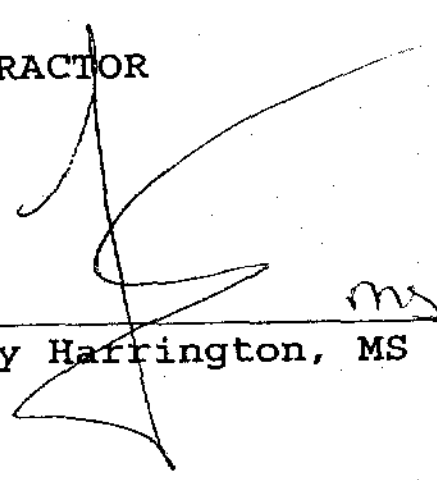
24. NOTICES

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 Agreement to be signed as follows:

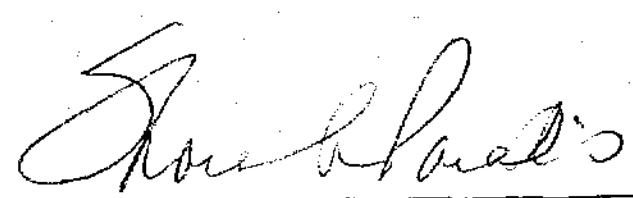
CONTRACTOR


Terry Harrington, MS

DATE

3-28-2005

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

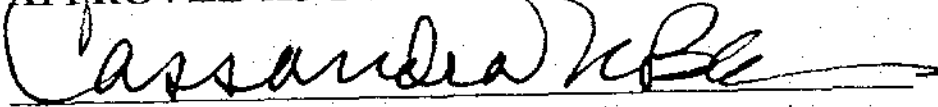

Sharon A. Paradis
Administrator

DATE

3/31/05

BENTON COUNTY APPROVAL

APPROVED AS TO FORM:

Cassandra Noble, Senior Deputy Prosecuting Attorney
Benton County

4-4-05

Date

DATED at Prosser, Washington, this 2 day of May, 2005.

Chairman

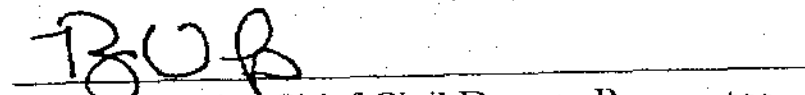
ATTEST:



Clerk of the Board

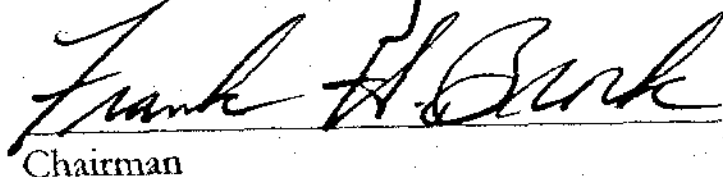
FRANKLIN COUNTY APPROVAL

APPROVED AS TO FORM:


Ryan Verhulp, Chief Civil Deputy Prosecutor
Franklin County

04.21.05

Date

DATED at Pasco, Washington, this 9th day of May, 2005.

Chairman

ATTEST:


Clerk of the Board



CNA Plaza,
Chicago, IL 60685

EXHIBIT 3
Healthcare Providers Service
Organization Purchasing Group

May 9, 2005



Certificate of Insurance

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	272879521-8	from: 12:01 AM Standard Time on: 11/01/04 to: 12:01 AM Standard Time on: 11/01/05
Named Insured and Address				Program Administrator
TERRY HARRINGTON PO BOX 5203 SALEM OR 97304-0203 Medical Specialty: Mental Health Counselor				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Code: 72990				Insurance Provided by American Casualty Co. of Reading, PA CNA Plaza 26S Chicago, IL 60685
COVERAGE PARTS				LIMITS OF LIABILITY

A. PROFESSIONAL LIABILITY

Professional Liability	\$1,000,000.00 each claim	\$6,000,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	

B. Coverage Extensions

License Protection	\$10,000.00 per proceeding	\$25,000.00 aggregate
Defendant Expense Benefit		\$10,000.00 aggregate
Deposition Representation	\$2,500.00 per deposition	\$5,000.00 aggregate
Assault	\$10,000.00 per incident	\$25,000.00 aggregate
Medical Payments	\$2,000.00 per person	\$100,000.00 aggregate
First Aid		\$2,500.00 aggregate
Damage to Property of Others	\$500.00 per incident	\$10,000.00 aggregate

C. WORKPLACE LIABILITY

Coverage part C. does not apply if Coverage part D. is made part of this policy.

Workplace Liability	Included in A. Professional Liability Limit shown above
Fire and Water Legal Liability	Included above subject to \$150,000 sub-limit
Personal Liability	\$1,000,000.00 aggregate

D. GENERAL LIABILITY

Coverage part D. does not apply if Coverage part C. is made part of this policy.

Workplace Liability	None	None
Hired Auto & Non Owned Auto	None	
Fire & Water Legal Liability	None	None
Personal Liability		None

Total Premium \$250.00

Policy forms and endorsements attached at inception

QUESTIONS? CALL: 1-800-982-9491

G-144872-A G-145184-A G-121500C G-121501C G-123846C-36 G-121503C
G-147292-A

Healthcare Providers Service Organization is a division of Affinity Insurance Services, Inc.; in NY and NH, AIS Affinity Insurance Agency, Inc.; in MN and OK, AIS Affinity Insurance Agency, Inc.; and in CA, AIS Affinity Insurance Agency, Inc. dba Aon Direct Insurance Administrators License #0795465.

Master Policy: 188711433

John H. Hef
Chairman of the Board

John A. Hef
Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.

AGENDA ITEM:	Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 05-02-05 F/C 05-09-05		Executive Contract	
SUBJECT: Personal Services Contract between BEJJC and Roberta Bowers		Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips		Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis		Pass Motion	2ND DISCUSSION
		Other	OTHER

BACKGROUND INFORMATION

Terry Harrington, MS, provides the following services in the State of Oregon: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. A youth adjudicated by the Court and under supervision of the Benton-Franklin Counties Juvenile Justice Center has located to the Salem, Oregon area. Part of his court conditions is to continue treatment by a certified treatment provider. The attached contract is for the term of April 1, 2005 through December 31, 2005.

SUMMARY

These services will be paid for by SSODA dollars.

RECOMMENDATION

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Terry Harrington.

FISCAL IMPACT

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

MOTION

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Terry Harrington to provide sex offender treatment as outlined above.

ATTACHMENT B.6

FRANKLIN COUNTY VETERANS' ASSISTANCE FUND
WAIVER REQUESTApplicant's Name Carter, Richard Date 5/5/05

THIS IS A REQUEST TO WAIVE THE FOLLOWING CRITERIA:

AMOUNT OF ASSISTANCE _____ INCOME LIMIT ☒ OTHER(SPECIFY) _____

Please attach completed application.

Justification of Waiver:

(To be completed by the applicant or Service Officer)

Applicant has received a final payment notice from Franklin County PUD. Applicant's annual income (including spouse's income) is \$20,400 per year, which exceeds family of 3 maximum. Applicant and spouse are also caring for 18 mo old granddaughter ~~but also~~ ~~not~~ whose mother is applicant's 17 year old daughter, living at home, and attending Pasco High School. Effectively this is a family of 4, ~~and~~ ^{for which} income does not substantially exceed requirements. This is a 1-time request.

Relief Committee

Auditor's Office

Decision by Board of Commissioners: _____

Signature of Chair of the Board

Date

Frank A. BankMay 9, 2005

FRANKLIN COUNTY MOSQUITO CONTROL DISTRICT**Franklin County Commissioners Report**

Monday, May 09, 2005

Progress in the District 2005

Three full-time experienced staff members:

Manager/Entomologist

Supervisor

Mosquito Control Technician II

Seasonal Staff:

Experienced Office/Bookkeeper

Three Mosquito Control Technicians I's for mosquito larval control

One student Biologist/Mosquito Control Technician I for surveillance program and mosquito larval control

Two ULV Spray vehicle operators for adult mosquito control

Vehicles/Equipment:

Six vehicles set up for field operations including three vehicles equipped with ULV Spray Systems (Foggers)

Two off road vehicles one 4x4 ATV and one 8 wheel drive Argo-Cat amphibious track vehicle for use in our mosquito larval control program

Six new motor powered back pack mosquito larviciders capable of applying 20 pounds of larvicide per application.

Mosquito Surveillance/Monitoring Program:

Our own in house mosquito surveillance and monitoring program working in cooperation with the Benton Franklin Health Department and Washington State Department of Health. An in house taxonomy Lab and mosquito-borne virus testing program for WNV, SLE and WEE. Eleven mosquito trap deployment throughout the County from May through October to determine mosquito populations, species, virus presence and control needs.

Mosquito Control Materials:

One half of our mosquito control materials for mosquito larval and adult control in 2005 are on hand and in use.

Mosquito Fish Program:

The Washington State Department of Fish and Wildlife has issued us a permit to transport and place mosquito fish in selected areas of Franklin County as long as they do not enter into waters of the state. This is a big plus for us, now we will be able to handle fish requests for our County residents.

FCMCD Mosquito Control Database:

Dann Borden, Director of Franklin County GIS is assisting the District to design and implement an extensive mosquito control database.

CERTIFICATE OF GOOD PRACTICE

has been transmitted to the State Treasurer on behalf of

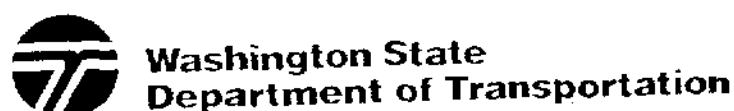
FRANKLIN COUNTY 2004

Pursuant to the authority contained in RCW 36.78.090 and in recognition of the fact that this county: a) has submitted to the Department of Transportation or to this Board all reports required by law or regulation of the Board; and; b) has reasonably complied with provisions of law relating to county road administration and with the Standards of Good Practice as formulated and adopted by the Board.

By resolution of the County Road Administration Board.

April 28, 2005


Vice-Chairman

Local Agency Federal Aid
Project Prospectus

Prefix	Route	()	Date	1-25-2005
Federal Aid Project Number	BROS	2011		
Local Agency Project Number	CRP 582	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001315

Agency Franklin County Public Works Department		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> 20.209 <input type="checkbox"/> Other	
Project Title Dilling Lane Bridge #216-0.56		Start Latitude N46°39'24"	Start Longitude W118°57'42"
		End Latitude N46°39'24"	End Longitude W118°57'42"
Project Termini From Milepost 0.46		To Milepost 0.66	
From: 0.46	To: 0.66	Length of Project 0.20 Miles (1056 feet)	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number N/A	County Number 11	County Name Franklin
			WSDOT Region SC
Congressional District 4	Legislative Districts 9	Urban Area Number N/A	TMA / MPO / RTPO BFCOG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$50,000	\$0	\$50,000	03/05
R/W	\$3,000	\$0	\$3,000	05/05
Const.	\$150,000	\$0	\$150,000	10/05
Total	\$203,000	\$0	\$203,000	

Description of Existing Facility (Existing Design and Present Condition)

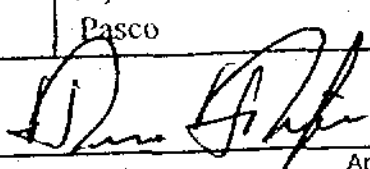
Roadway Width 24' Curb to Curb	Number of Lanes 2
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The existing bridge was built in 1954 and is approximately 26 feet in length. There are gaps that have formed on the deck which is allowing gravel to sift through and the stringers have been red tagged for rot at the bearing on the south end of the bridge.

Description of Proposed Work

<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> 3-R <input type="checkbox"/> 2-R	Roadway Width 28' Curb to Curb	Number of Lanes 2
--	-----------------------------------	----------------------

The proposed work shall consist of constructing a new single span concrete superstructure, approximately 30 feet in length, new reinforced abutments, adequate approach work to accommodate existing operation and maintenance roads, guardrail, and other related work to bring the the superstructure and approach roadway up to current standards.

Local Agency Contact Person Tim Fife, P.E.	Title Public Works Director/County Engineer	Phone (509) 545-3514
Mailing Address 3416 Stearman Avenue	City Pasco	State WA
	Zip Code 99301	
By  Approving Professional Engineer Title Public Works Director/County Engineer Date 1-19-05		

Design Approval

Agency Franklin County Public Works	Project Title Dilling Lane Bridge #216-0.56	Date 1-25-2005
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Geometric Design Data			
Federal Functional Classification	Through Route <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Access Street/Road	Crossroad <input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain		
Posted Speed	50		
Design Speed	55		
Existing ADT	75		
Design Year ADT	100		
Design Year	2025		
Design Hourly Volume (DHV)	N/A		

Accident - 3 Year Experience						
Year	Property Damage Accidents	Injury Accidents		Fatal Accidents		Total Number of Accidents
		Number of Accidents	Number of Injuries	Number of Accidents	Number of Fatalities	
2004	0	0	0	0	0	0
2003	0	0	0	0	0	0
2002	0	0	0	0	0	0

Performance of Work		
Preliminary Engineering Will Be Performed By Franklin County Public Works Department/Consultant	Others 60 %	Agency 40 %
Construction Will Be Performed By Contract	Contract 100 %	Agency 0 %

Environmental Classification
<input checked="" type="checkbox"/> Final <input type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations This project does not have any environmental concerns, nor will it impact archaeological or historical sites.

Agency Franklin County Public Works	Project Title Dilling Lane Bridge #216-0.56	Date 1-25-2005
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Right of Way☐ No Right of Way Required

* All construction required by the contract can be accomplished within the existing right of way.

☒ Right of Way Required☒ No Relocation☐ Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?

☐ Yes ☒ No

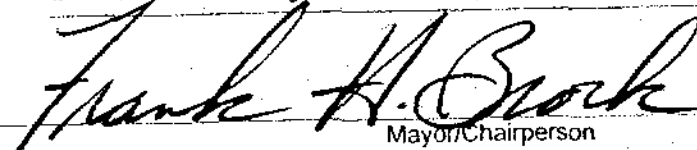
Remarks

N/A

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Franklin CountyDate 5-9-2005

By


Mayor/Chairperson

Section 1: APPLICANT INFORMATION

APPLYING FOR:

(Check Only One)

☐ Planning☐ Pre-Construction☒ Construction☐ Emergency

Borrower:

Franklin County

Municipal Corporation Agency (MCAG) Number:

0 1 1 5

Federal Tax ID #:

9 1 - 6 9 9 1 3 1 5

Street Address:

3416 Stearman Avenue, Pasco

Mailing Address:

3416 Stearman Avenue, Pasco

State:

WA

9 9 3 0 1 -

County:

Franklin

Congressional District:

4th

Legislative District(s):

9 & 16

Has the local government experienced severe fiscal distress resulting from a natural disaster or emergency public works need in the past five years?

☐ YES☒ NO

If "Yes," describe the event, when it occurred, and the fiscal distress it caused.

Section 2: SYSTEM INFORMATIONPrimary system affected by this project. (Check only one)☐ Bridge☒ Road☐ Domestic Water☐ Storm Sewer☐ Sanitary Sewer☐ Solid Waste/Recycling

Population within jurisdiction:

57,000

Percent affected by this project:

100%

Contact Person:	Tim Fife, P.E.		
Street Address:	3416 Stearman Avenue, Pasco, WA 99301		
Mailing Address:	3416 Stearman Avenue, Pasco, WA 99301		
Telephone:	509-545-3514	FAX:	509-545-2133
Email Address:	tfife@co.franklin.wa.us		

Section 3: PROJECT INFORMATION

Project Title: 2005 Gravel Road Paving Upgrades

Scope of Work: Describe in detail what will be done as part of this project.

Basic Scope of Works: Pave approximately 30 miles of gravel roads throughout Franklin County. The exact locations will be determined by Franklin County Paving Priority Array.

This project will be phased and contracts will be grouped by road projects in complexity. The exact phases will be determined after the Preliminary Engineering Phase.

Additional Phases: If there are sufficient funds, we will pave additional miles as determined by the County Paving Priority Array beyond the 30 miles.

Proposed Performance Measure (For Construction, Pre-Construction, and Emergency applicants only):

Describe how the success of the project will be measured. Be sure to identify how the change will be measured, the standard against which the change will be noted, the amount of change that is expected, and when the change will have occurred.

Success of this project will be measured by how many local access road miles we pave.

The savings after completion of this project will be twofold:

- 1) Savings in wear and tear on the publics' vehicles for the users of the system.
- Savings in Annual Gravel Road Maintenance Funding cost to the County: We anticipate, based upon paving 30 miles, that we can reduce our blading districts by one, from seven to six. An annual savings of one full-time employee and a motor grader estimated to be \$100,000/year.

Attach Project Map (required)

Total Project Cost:

\$5,000,000

PWTF Loan Request:

\$4,500,000

General Project Information:

Does this project acquire, expand, improve, or renovate a public water system(s) that is in violation of health and safety standards or does it cover the cost of extending service to such a system(s).

☐ Yes☒ No

Does the financing or development of the project involve any other jurisdiction?

☐ Yes☒ No**Project Schedule**

Indicate the month and year when the activities were or will be completed.

For Pre-Construction Applications, please limit schedule to Pre-Construction Activities.

For Planning Applications, list activities in "Other" categories below.

Activity	Current Status	Completion Date
Engineering Report	Priority Array currently being developed	06/05
Environmental Review	Awaiting Funding	03/06
Land/ROW Acquisition	Awaiting Funding	03/06
Permits Obtained	Awaiting Funding	03/06
Public Involvement/Information	NA	___/___
Preparation of Bid Documents	Awaiting Funding-	03/06
Award Construction Contract	Awaiting Funding-	04/06
Start Construction	Awaiting Funding-	05/06
Complete Construction		10/08
Project in Use	Immediately Upon Completion	___/___
Other: _____		___/___
Other: _____		___/___

Project Costs

For Pre-Construction Applications, please limit cost estimates to pre-construction activities. For Planning Applications, list costs in "Other" categories below.

Engineering Report	\$
Environmental Review	\$10,000
Land/ROW Acquisition	\$50,000
Permits	\$15,000
Public Involvement/Information	\$
Bid Documents	\$300,000
Construction	\$ 4,500,000
Other Fees	\$
Contingency (5%)	\$ 225,000
Other: _____	\$
Other: _____	\$
Other: _____	\$
Other: _____	\$

TOTAL ESTIMATED COSTS**\$ 5,000,000**

Project Financing

Type of Funding	Source	Amount
Grants		
Grant #1		
Grant #2		
Grant #3		
Total Grants		-0-
Loans		
<i>This PWTF Request</i>	PWB	4,500,000
Other Loan #1		
Other Loan #2		
Total Loans		4,500,000
Local Revenue		
Source #1	Sales Tax Rev.	500,000
Source #2		
Source #3		
Total Local Revenue		500,000
Other Funds		
Total Funding		5,000,000

Loan Terms for all PWTF Programs

Program	Local Match -- Interest Rate	Repayment Term
Construction	Minimum of 5%	20 years or life of the improvement, whichever is less
	Local Match linked to Interest rate	
	15% Local Match = ½% Interest Rate	
	10% Local Match = 1% Interest Rate	
Pre-Construction	5% Local Match = 2% Interest Rate	5 years (extended up to 20 years if construction funding is secured by the second loan repayment date)
	Minimum of 5%	
	Local Match linked to Interest rate	
	15% Local Match = ½% Interest Rate	
Emergency	10% Local Match = 1% Interest Rate	20 years or life of the improvement whichever is less
	5% Local Match = 2% Interest Rate	
Planning	No Match Required	6 Years
	No Match Required	

Section 4: PROJECT NEED/SOLUTION**Construction and Pre-Construction (Total Points = 40)**Not Scored for Planning and Emergency Applications, but you are required to fill out Section 4.

- A. Project Category (6 points maximum for Construction and Pre-Construction)**
 Identify the category (ies) of the system(s) affected by the proposed project.
 (Check all that apply.)

Bridge/Road/Street	Domestic Water	Sanitary Sewer
<input type="checkbox"/> Principle Arterial	<input type="checkbox"/> Supply/Source-Primary	<input type="checkbox"/> Treatment
<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Supply/Source-Secondary	<input type="checkbox"/> Interceptor/Trunk Line
<input type="checkbox"/> Major Collector	<input type="checkbox"/> Treatment	<input type="checkbox"/> Pump/Lift Station
<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Storage	<input type="checkbox"/> Collector
<input checked="" type="checkbox"/> Local/Other	<input type="checkbox"/> Transmission	<input type="checkbox"/> Telemetry/Equipment
	<input type="checkbox"/> Distribution	<input type="checkbox"/> Conservation/Other
	<input type="checkbox"/> Telemetry/Equipment	
	<input type="checkbox"/> Conservation/Other	

Storm Sewer	Solid Waste/Recycling
<input type="checkbox"/> Storage/Detention	<input type="checkbox"/> Waste Reduction/Recycling
<input type="checkbox"/> Treatment	<input type="checkbox"/> Remedial Action
<input type="checkbox"/> Interceptor/Trunk Line	<input type="checkbox"/> Final Disposal
<input type="checkbox"/> Collector	<input type="checkbox"/> Transfer Station
<input type="checkbox"/> Other	<input type="checkbox"/> Other

- B. Readiness-To-Proceed (no points)**

1. For Construction Applications only (Check all that apply)	
Readiness-To-Proceed	
Permits approved	<input type="checkbox"/>
Engineering/design complete	<input type="checkbox"/>
Project is in concept stage	<input checked="" type="checkbox"/>

2. For Pre-Construction Applications Only (Check all that apply)	
Readiness-To-Proceed	
Project will get permits approved	<input type="checkbox"/>
Project will complete engineering/design	<input type="checkbox"/>
Project is in approved plan	<input type="checkbox"/>

PROJECT NEED

Franklin County has 426 miles of gravel road. Currently, 119 miles of those gravel roads have at least average daily traffic (ADT) of 100 with some as high as 365 ADT.

The problems with maintaining gravel roads once ADT's reach 100 are numerous. Franklin County only receives approximately six inches of rain annually; therefore, dust is a problem. There are a lot of indirect public costs to the public such as increased wear and tear on vehicles and increased costs to the farmer because herbicide and insecticides are ineffective due to dust. The gravel bases were never built to handle the volume of traffic they are currently accommodating. Most are farm to market roads, therefore, 80% + will be truck traffic at times.

Franklin County is only asking for PWTF Loan funds for our local access roads because we already have a number of grant sources available to upgrade the rest of our system. Franklin County is capable of improving approximately one mile/year of access roads after maintenance costs are expended first. Maintenance costs have been increasing approximately three times as fast as revenue. Our paving needs far exceed our ability to pave the gravel road system using current tax funds.

DUST

Franklin County recently held a public hearing to determine whether the County should reduce the speed limit on the gravel roads to 35 mph to reduce the dust from the roadway. People showed up in opposition to the reduced speed limit because they were afraid that the speed limit was all the County was going to do about the dust from gravel roads.

Some of the comments we received were:

- 1) "We are prisoners in our own homes because of the dust from the gravel roads."
- 2) "Our kids cannot play in our yard because the dust is so thick from the gravel road."
- 3) "My wife is having asthma attacks because we can't keep the dust out of our house."
- 4) "It is difficult to see the school kids and school busses at bus stops because of the dust."

USDA Forest Service 1983 report quantifies the dust problem as follows:

"For every vehicle traveling one mile of unpaved roadway once a day, every day for a year, ONE TON of dust is deposited along a 1,000 foot corridor centered on the roadway"

The loss of fines further compounds our maintenance efforts by loosening the courser aggregates and therefore the rock gets thrown from the road surface. The resulting road is one that becomes full of corrugations and potholes that require maintenance with a high cost, i.e., gravel replacement.

The dust has become even more of a problem because of the drought that we are currently experiencing. This is the first year ever that we have received complaints about dust in March. Under normal weather conditions, there is enough moisture in the ground to minimize the amount of dust until May.

INDIRECT PUBLIC COSTS

A recent Minnesota DOT Report 2003-19 indicates, that from roughness alone on gravel roads, the average increase in maintenance and repair costs is approximately \$400/year. This does not include any loss in "life expectancy" due to the dust fines that may damage the engine.

Orchardist, vineyard owners, and Ag chemical suppliers tell us that the dust from our roadways reduces the effectiveness of their sprays. Therefore, the farmers have to spray more often immediately adjacent to a gravel roadway. Therefore, orchards and vineyards are given priority in the Franklin County Paving Priority Array.

GRAVEL BASES

The existing gravel roads were never constructed to accommodate the modern truck loads that travel our roadways today. Franklin County is forced to put road restrictions for trucks during freeze/thaw conditions because the gravel bases are unable to handle loads from trucks. We have experienced trucks getting stuck in our gravel roads because they have ignored our road restrictions. The traffic volumes that Franklin County is experiencing on some of the gravel roads makes it uneconomical to maintain at reasonable standards. Therefore, we are seeing an increase in complaints in regards to smoothness.

LOCAL ACCESS FUNDING

Franklin County road maintenance is first priority. Maintenance is provided before we look to improve the roadway system such as paving gravel roads.

Franklin County has grant funding available to provide construction and maintenance but said grant funding is only available to be spent on arterials and major and minor collectors.

There is no grant funding available for local access roads. After paying for maintenance, we are only capable of paving approximately one mile of road a year. Therefore, Franklin County is unable to keep up with the growing need to pave local access roads. After all, Franklin County has the fastest growing population in the state in 2004.

Once paving of 30 miles of gravel road utilizing PWTF Loan is completed, Franklin County would be capable of reducing the number of blading districts from 7 to 6.

The estimated savings from eliminating a district is estimated to be \$110,000 annually. Those funds could be then spent to pave additional gravel roads.

SOLUTION

By paving approximately 30 miles of Local Access roadway, Franklin County will eliminate, on said roads, the dust problems, indirect public costs, and road restrictions while saving approximately \$110,000 per year.

The exact roads will be selected from the Franklin County Paving Priority Array.

System Maintenance & Operations

Describe four (4) distinct improvements made to the system or activities performed on the system or on-going activities undertaken by the system in the past, and four (4) in the future that maintain or improve the system's reliability or performance. Be sure to indicate the month and year that the examples began or occurred or will begin or occur.

Past Improvement/Activity From January 1, 2000 to application submittal	Date Month/Year
2004 Chip Seal Program	6/2004
2004 Gravel Replacement Program	3/2004
2004 CAPP Arterials Overlay Program	7/2004
2004 Crack Sealing Program	3/2004
Restorative: If you are unable to give four examples, please explain why:	
Future Improvement/Activity Application submittal to December 31, 2010	Date Month/Year
2005 Chip Seal Program	5/2005
2006 Gravel Replacement Program	3/2006
2005 Snow & Ice Control Program	10/2005
2005 Pavement Striping Program	6/2005
Restorative: If you are unable to give four examples, please explain why:	

Administrative, Financial, and Planning

Describe four (4) distinct improvements or on-going activities or planning processes undertaken by the system in the past, and four (4) in the future that maintain or improve the system's financial, administrative and/or planning status. Be sure to indicate the month and year that the examples began or occurred or will begin or occur.

Past Improvement/Activity From January 1, 2000 to application submittal	Date: Month/Year
2004 Annual Work Plan (Maintenance, Construction, Engineering & Management)	12/2003
2004 Transportation Improvement Plan	12/2003
Gravel Road Paving Priority Array	1/2005
Pavement Management System	6/2004

Restorative: If you are unable to give four examples, please explain why:

Future Improvement/Activity Application submittal to December 31, 2010	Date: Month/Year
Six Year Transportation Improvement Plan	6/2005
Commercial/Tank Farm Road Study	6/2005
2006 Annual Work Plan	12/2005
Maintenance Management System	1/2006

Restorative: If you are unable to give four examples, please explain why:

System Capital Improvement

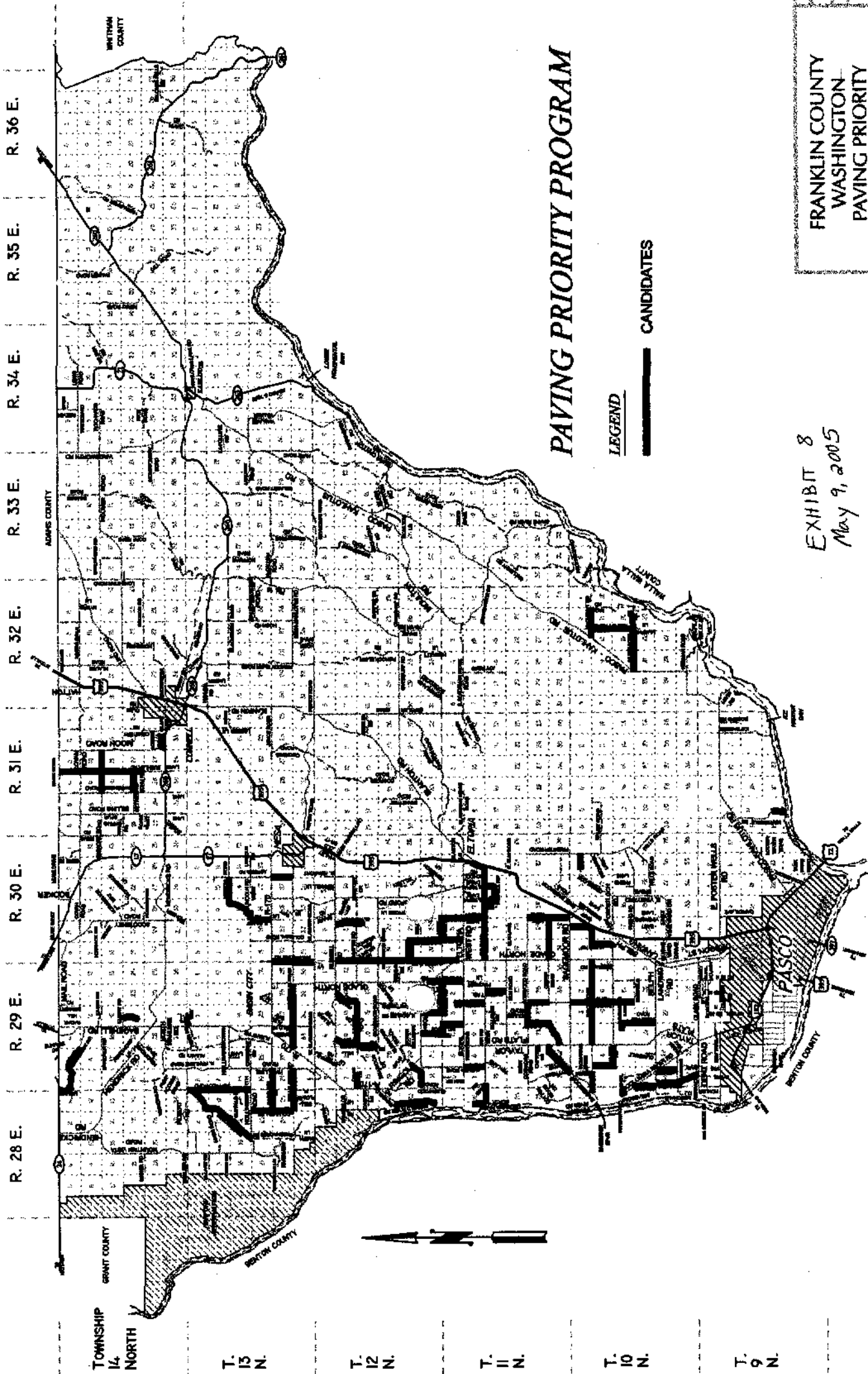
Describe four (4) distinct capital projects undertaken in the past, and four (4) projects in the future that maintain, improve, or expand the system. Be sure to indicate the month and year that the examples began or occurred or will begin or occur.

Past Improvement/Activity From January 1, 2000 to application submittal	Date: Month/Year
CRP 523 Sagehill Truck Climbing Lane	7/2004
CRP 500 East Foster Wells Road Extension	1/2004
CRP 576 North Wahluke Bridge Replacement	10/2004
CRP 578 CRID 18 Selph Landing Road	9/2003

Restorative: If you are unable to give four examples, please explain why:

Future Improvement/Activity Application submittal to December 31, 2010	Date: Month/Year
CRP 581 – Pasco-Kahlotus Road Reconstruction 1	3/2006
CRP 582 Dilling Lane Bridge Replacement	10/2005
CRP 579 Road 100/Dent Road Extension	4/2006
CRP 583 Garfield Road Paving Project	6/2005

Restorative: If you are unable to give four examples, please explain why:



PAVING PRIORITY PROGRAM

LEGEND
CANDIDATES

EXHIBIT 8
May 9, 2005

FRANKLIN COUNTY WASHINGTON PAVING PRIORITY CANDIDATES		SCALE	PLD BK
		NTS	
		REFERENCE	
		MAY	1
		2005	OF 1