

February 9, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Thursday, January 29, 2009, 8:30 am.
Commissioners' Conference Room
Benton County Justice Center
Kennewick, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Central Services Manager Randy Reid; Keith Mercer, Sheriff's Office; Jacki Lahtinen, District Court; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Planning Manager Mike Shuttleworth; Auditor Bobbie Gagner; Deputy Auditor Brenda Chilton; Steve Becken, Public Works; Clerk Josie Delvin; Treasurer Duane Davidson; Eric Hsu, Office of Public Defense; AND DPA Ryan Brown.

Economic Development

The Board discussed its philosophy regarding economic development to assist and not compete with the other entities.

Commissioner Beaver expressed his desire to have a goal for economic development and to get Benton County's name out there with a brochure and create its own identity through differentiation, name recognition, and advertising.

Adam Fyall reviewed the current Economic Development Plan and suggested it be re-done and asked the Commissioners if they wanted to lead or continue to be a partner.

Ryan Brown said if the Board had an idea of how it wanted to market, it could use those entities they currently contract with as a vehicle to get the things done instead of leaving it to them to decide what should be done.

The Board agreed that Commissioner Beaver could meet with David Sparks to discuss putting together a brochure for Benton County.

Office of Public Defense

Eric Hsu discussed the following priorities and recommendations for the Office of Public Defense:

- Propose and implement an ordinance by June to reflect the State Bar standards regarding case load maximums and attorney qualifications
- More involvement in the appointment process (hard to monitor cases without accurate numbers; issue of qualifications)
- Office space to deal more effectively with the public
- More involvement with investigator contracts (issue an RFP for investigators)
- Looking at future in-house attorneys, mentorship program
- Indigent screening (application fee for screening, promissory note - a system with a "pay as you go" sliding scale system)

Commissioner Benitz said he agreed with the ordinance and appointment process and requested Mr. Hsu get "buy-in" from the judges and PA's office. He also indicated he was in agreement with going to in-house counsel and requested Mr. Hsu to start moving the process forward.

Mr. Hsu said he had talked to the judges and it was his understanding they would rather have the OPD take care of the appointment process.

The Board asked Mr. Hsu to send a memo and priority list to judges and see if they wanted to meet with the Commissioners.

The Board agreed to have the next workshop meeting on Tuesday, February 10, 2009 at 9:30 a.m.

The meeting adjourned at approximately 10:00 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
February 2, 2009, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Absent: Commissioner Leo Bowman (excused – testifying in Olympia)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Deputy Treasurer Erhiza Rivera; Safety Coordinator Bryan Perry; Public Works Manager Ross Dunfee.

Approval of Minutes

The Minutes of January 26, 2009 were approved.

Consent Agenda

The following items were added to the consent agenda: “z” (Certification of 2009 Road Levy) and “aa” (Diverting Road Tax Levy Funds).

MOTION: Commissioner Beaver moved to approve the consent agenda items “a” through “y”, adding “z” and “aa”. Chairman Benitz seconded and upon vote, the Board approved the following:

Clerk

- a. Local Records Grant Award w/WA State Archives

Commissioners

- b. Organization of Benton County Commissioners for 2009
- c. 2009 – 2014 Capital Facility Plan
- d. Benton County Tax Levy for 2009
- e. 2009 Alternate Dates for Budget Hearings
- f. Support Letter to City of Richland
- g. Reappointment of D Wiens to Benton County Mosquito Control Board

Facilities

- h. Authorization to Purchase Ethernet Link Protectors

Fairgrounds

- i. Lease Agreement w/Columbia River Cowboy Gathering Foundation

Human Services

- j. Appointment of J Montgomery to the Developmental Disabilities Advisory Board
- k. Appointments of County-Designated Mental Health Professionals
- l. Amendment #07/09-PREV-ESD-1 w/Educational Services District 123
- m. Agreement #08/09-PREV-VYC w/Vista Youth Center
- n. Travel Expense Reimbursements

Juvenile

- o. Authorization to Purchase Washing Machines from Integrity Laundry Solutions
- p. Approval of Payment to Western States Equipment to Repair the Main Generator
- q. Approval of Payment to Yoder Inc. for Repairs to Dishwasher at Kitchen Detention

Office of Public Defense

- r. Superior Court Felony Service Agreement w/T Harms
- s. District Court Service Agreement w/E Riley
- t. District Court Service Agreement w/S Ajax

Road/Engineer

- u. Authorization to Proceed w/Improvement of Webber Canyon Road
- v. Plan and Sheet One of 6 Approval for Hess Road Guardrail Upgrade
- w. Administrative Authority Letter and Task Assignment for Locust Grove Road
- x. Administrative Authority Letter and Task Assignment for Clodfelter Road

Sustainable Development

- y. Elliot Lake Letter to KID

Road/Engineer

- z. Certification of 2009 Road Levy
- aa. Diverting Road Tax Levy Funds

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

Water Resource Inventory Area 31 – Semi Annual Report

Dave McClure, Klickitat County, provided a status update on the WRIA 31 Management Plan. He said the Planning Unit unanimously approved the watershed plan and they were now waiting for completion of the SEPA review. He provided a packet of information for comparison of WRIA recommendations and said the State had signed off on the determination of significance and they were now ready to publish notice and accept written comments. He said the plan would be adopted as soon as the three boards could find a convenient date.

Additionally, he said that watershed planning was taking a big hit in the state budget, but the Department of Ecology had stated the WRIA 31 planning unit was highly effective, so they were hoping not to take a hit in the budget.

Commissioner Beaver suggested Mr. Fyall draft a letter to send to Mercer Ranch thanking them for the use of their facility for the WRIA 31 meetings. Chairman Benitz agreed and recommended that Klickitat County also sign the letter.

Chairman Benitz asked if they would get the additional dollars once the plan was adopted. Mr. McClure said they hoped to get most, if not all the money that was asked for. Additionally, in response to a question by Chairman Benitz, Mr. McClure stated that no part of the plan was in the Yakama Reservation.

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

Public Hearing – Short Plat Vacation – SPV 08-06

Mike Shuttleworth presented an application requested the vacation of the 40-foot natural drainage easements located on Lots 1 and 2 of Short Plat 1121.

Proponents

Sandra and Mario Perez, applicants, spoke in favor.

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

MOTION: Commissioner Beaver moved to approve the vacation of the 40 foot natural drainage easements located on Lots 1 and 2 of Short Plat 1121. Chairman Benitz seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:40 a.m.

Bureau of Reclamation Comment Letter

Adam Fyall presented a letter to the Bureau of Reclamation requesting they revisit options for the Yakima River Basin, including Black Rock.

MOTION: Commissioner Beaver moved to approve the letter. Chairman Benitz seconded.

Discussion

Chairman Benitz said he agreed with the letter and the request for an extension to try and get additional resources. Commissioner Beaver said he agreed the County should do something, and the process allowed opportunities.

Upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:45 a.m.

Canvassing Board Appointment

The Board approved the Canvassing Board Appointment letter appointing Max Benitz, Jr. to serve.

The Board briefly recessed, reconvening at 9:50 a.m.

Park Board – Semi-Annual Report

Bert Lake gave a Powerpoint presentation outlining the park activities and projects. Additionally, Mr. Lake said the general direction of the Park Board was service to the community, awareness of the budget, looking to the future, and providing the best parks while keeping in mind the interests of the community. He said they support the decisions of the group and thrive on the cooperation of partners.

Other Business

Veterans Assistance – Waiver

Pat Powell presented a waiver request for a veteran.

MOTION: Commissioner Beaver moved to approve the waiver request for Dennis Tracy. Chairman Benitz seconded and upon vote, the motion carried.

Vouchers

Check Date: 01/30/2009
Warrant #: 916574-916690
Total all funds: \$932,935.04

Check Date: 01/30/2009
Warrant #: 916691-916963
Total all funds: \$1,576,681.69

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

Resolutions

- 09-076: Local Records Grant Award w/WA State Archives
- 09-077: Organization of Benton County Commissioners for 2009
- 09-078: 2009 – 2014 Capital Facility Plan
- 09-079: Benton County Tax Levy for 2009
- 09-080: 2009 Alternate Dates for Budget Hearings
- 09-081: Reappointment of D Wiens to Benton County Mosquito Control Board
- 09-082: Authorization to Purchase Ethernet Link Protectors
- 09-083: Lease Agreement w/Columbia River Cowboy Gathering Foundation
- 09-084: Appointment of J Montgomery to the Developmental Disabilities Advisory Board
- 09-085: Appointments of County-Designated Mental Health Professionals
- 09-086: Amendment #07/09-PREV-ESD-1 w/Educational Services District 123
- 09-087: Agreement #08/09-PREV-VYC w/Vista Youth Center

- 09-088: Authorization to Purchase Washing Machines from Integrity Laundry Solutions
- 09-089: Approval of Payment to Western States Equipment to Repair the Main Generator
- 09-090: Approval of Payment to Yoder Inc. for Repairs to Dishwasher at Kitchen Detention
- 09-091: Superior Court Felony Service Agreement w/T Harms
- 09-092: District Court Service Agreement w/E Riley
- 09-093: District Court Service Agreement w/S Ajax
- 09-094: Authorization to Proceed w/Improvement of Webber Canyon Road
- 09-095: Sheet One of 6 - Approval for Hess Road Guardrail Upgrade
- 09-096: Administrative Authority Letter and Task Assignment for Locust Grove Road
- 09-097: Administrative Authority Letter and Task Assignment for Clodfelter Road
- 09-098: Certification of 2009 Road Levy) and
- 09-099: Diverting Road Tax Levy Funds
- 09-100: Approval of Short Plat Vacation SPV 08-06

There being no further business before the Board, the meeting adjourned at approximately 10:20 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING THE BYLAWS AND RULES OF PROCEDURE FOR BOARD OF BENTON COUNTY COMMISSIONERS; REPEALING AND SUPERCEDING RESOLUTION 05-568

WHEREAS, the Board of Benton County Commissioners approved Resolution 05-568 which amended the Bylaws and Rules of Procedure for the Board of Benton County Commissioners; and

WHEREAS, the Board of Benton County Commissioners desires to amend such Bylaws and Rules of Procedure by amending the section relating to the "agenda" and "other business"; **NOW, THEREFORE**,

BE IT RESOLVED the Board adopts this Resolution and the attached Bylaws and Rules of Procedure, and that such replaces the Bylaws and Rules of Procedure adopted by the Board pursuant to Resolution 05-568; and

BE IT FURTHER RESOLVED that Resolution 05-568 is hereby repealed and superceded by this Resolution.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**BOARD OF BENTON COUNTY COMMISSIONERS
BYLAWS AND RULES OF PROCEDURE**

TABLE OF CONTENTS

1. AUTHORITY
2. GENERAL RULES
3. TYPES OF MEETINGS
4. CHAIR AND DUTIES
5. ORDER OF BUSINESS AND AGENDA
6. MINUTES POLICY
7. ORDINANCES, RESOLUTIONS, AND MOTIONS
8. LEGAL ADVICE AND CONFIDENTIAL INFORMATION
9. CITIZENS' RIGHTS
10. AMENDMENT OF THESE RULES

1. AUTHORITY

- 1.1 Resolution:** The Board of Benton County Commissioners (the "Commission" or "Board") may by resolution determine its own rules of conduct and rules of procedure for meetings in accordance with state law. The following set of rules shall be in effect upon their adoption by the Commission and until such time as they are amended or new rules adopted in the manner provided by these rules.

2. GENERAL RULES

- 2.1 Meetings to be Public:** All meetings of the Commission shall be open to the public with the exception of the executive sessions, as allowed by law.
- 2.2 Quorum:** Except as otherwise allowed by state law, two commissioners shall be in attendance to constitute a quorum and be necessary for the transaction of business.
- 2.3 Commissioners' Meeting Minutes:** Summary minutes of all proceedings of the Commission shall be kept by the Clerk to the Board, and shall be the official record of the Commission (see Section 6). Media recordings of such meetings shall be made and kept for as long a period as required by state law.
- 2.4 Right of Floor:** Any member desiring to speak on the subject under consideration shall be recognized at a time determined by the Chair.
- 2.5 County Administrator:** The County Administrator shall attend all meetings of the Commission unless excused by the Commission. The County Administrator shall keep the Commission fully advised as to the general condition, finances, and needs of Benton County (the "County"). At the discretion of the Commission, the County Administrator may make recommendations to the Commission and may take part in discussion on all matters concerning the welfare of the County.
- 2.6 Clerk to the Board:** The Clerk to the Board shall keep minutes of the meeting and perform such other duties as may be required by the County Administrator. The Clerk to the Board shall decide on all matters regarding parliamentary procedure. However, she may seek the advice of the Prosecuting Attorney's Office and/or a Registered Parliamentarian.
- 2.7 Rules of Order:** The current edition of "Robert's Rules of Order Newly Revised", in the possession of the Clerk to the Board shall govern the meetings and deliberations of the Commission, except as they may be in conflict with these rules.

2.8 **Adjournment; Motion to Adjourn:** A motion to adjourn shall be in order at any time, except as follows:

- (a) When made as an interruption of a member while speaking;
- (b) When the previous question has been ordered or called for; or
- (c) When a vote is being taken.

A formal motion to adjourn and terminate the meeting is required if there is not clear consensus to adjourn a meeting via an implicit motion. To adjourn a meeting for continuation at a later time, a formal motion shall be made specifying the requested time and place for the continuation. A motion to adjourn is debatable only as to whether the adjournment is proper and as to the time to which the meeting is adjourned.

2.9 **Reconsideration:** After decision by the Commission on any question, any member who voted with the prevailing side may move a reconsideration of any action during the same meeting or at a subsequent meeting.

2.10 **Recusal:** If a member decides to recuse himself or herself from an issue, his or her recusal and the reasons therefore shall be stated on the record by the recusing member and shall remain in effect for all discussions and decisions on that issue until such issue is resolved. The member shall state their recusal on the record each time the issue is before the Board and shall not be present during any executive sessions regarding the issue.

3. MEETINGS

3.1 **Regular Commission Meetings:** The Commission shall meet every Monday at 9:00 a.m. in the Commissioners' Conference Room of the Benton County Courthouse in Prosser for a regular Commission meeting. When a regular Commission meeting falls on a holiday, the regular meeting shall be held on the following Tuesday at the same hour and same place unless otherwise provided by motion. The Commission may cancel regular meetings by a motion or by written notice issued by the Clerk to the Board or Secretary for the Board at the direction of the County Administrator.

3.2 **Special Meetings:** Special meetings may be called by the Chair or the majority of the Board of Commissioners. At the request of the Chair or two members of the Board, the Secretary or Clerk to the Board shall prepare a written notice of the special meeting, stating the time, place, and subject, and deliver written notice personally by mail, by fax, or by electronic mail, upon each of the Commissioners at least 24 hours before the time of such meeting. Although not required for the meeting to be valid, the Secretary or Clerk to the Board shall also attempt to notify each member of the Commission by telephone or otherwise, of the special meeting. The required written notice shall be waived for any member who actually arrives at the meeting at the time it convenes or who provides a written waiver of the notice to the Secretary or Clerk to the Board at or prior to the time the meeting convenes. The Secretary or Clerk to the Board shall also give written notice of the special meeting to local media (TV, radio, and newspaper) which has filed with the Secretary or Clerk to the Board a written request to be notified of special meetings, to be delivered personally by mail, by fax, or by electronic mail at least 24 hours before the time of such meeting. The Board of Commissioners shall not discuss or make final disposition of any matter not mentioned in the notice. The notices required herein may be dispensed with under the circumstances set forth in RCW 42.30.080 as now in effect or as hereafter amended.

3.3 **Adjourned Sessions:** Any session of the Commission may be continued or adjourned from day to day or for more than one day in accordance with the terms of Section 2.8 hereof and RCW 42.30.090 as now in effect or as hereafter amended, including any requirement of posting an order or notice of adjournment.

- 3.4 **Executive Sessions:** Executive sessions will be held in accordance with the provisions of the Washington State Open Meetings Act. No executive sessions will be held pursuant to RCW 42.30.110(1)(i), unless an attorney employed or appointed by the Prosecuting Attorney's Office is present.
- 3.5 **Attendance at Meetings by Conference Telephone:** Members of the Board may participate at any special Board meeting (including emergency meetings) by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting and in the audience, if any, can hear each other at the same time. Members may also participate at regular meetings by such means unless objected to by a majority of the Board at a particular meeting. Participation in a meeting by such means shall constitute presence in person at such meeting.

4. CHAIR AND DUTIES

- 4.1 **Chair:** The Chair shall satisfy his or her duties set forth in RCW 36.32.100 as now in effect or as hereafter amended. Despite the duty of the Chair to sign on behalf of the County, all members voting in the majority to approve an action or document have the authority to also sign such document in addition to the Chair.
- 4.2 **Call to Order:** The meetings of the Board shall be called to order by the Chair or, in his/her absence, by the Chair Pro Tem.
- 4.3 **Preservation of Order:** The Chair shall preserve order and decorum and confine debate to the question under discussion (i.e. order of the day). The Chair should keep the meeting on time, but be flexible when necessary.
- 4.4 **Points of Order:** The Chair shall consider and rule on all points of order, subject to the right of any member to appeal the Chair's decision to the entire Board. Prior to the Board appealing the decision, it can seek the advice of the Clerk to the Board. An appeal to reverse the decision of the Chair requires a second and must be voted on.
- 4.5 **Introduction of Motions:** The purpose of a motion is to bring the subject before the Board. All debate and discussion regarding a motion must wait until after the motion has been introduced, seconded, and the Chair has called for discussion. All motions shall be clearly stated in full. "So moved" is not a motion. The Clerk may request that long motions be presented in writing.
- 4.6 **Powers of the Chair:** The Chair may move, second, and debate from the chair, subject to the same considerations imposed on all members by Robert's Rules, and shall not be deprived of any of the rights and privileges of a member by reason of his or her acting as the Chair.
- 4.7 **Press Conferences/Special Dedications - Notice to Members:** The Chair, or any individual member of the Board at the direction of the Chair or the majority of the Board, may convey a formal opinion or decision of the Commission at press conferences and special dedications, and shall give at least 24 hour notice to all members of his/her intent to hold any such press conference or make special dedication on behalf of the County. Each member of the Board must approve any exceptions to the 24 hour notice verbally or in writing.
- 4.8 **Correspondence:** Any correspondence going out under the direction of the Board shall be on Board letterhead. Any correspondence authored by an individual commissioner and not approved by the Board shall go out on letterhead with that commissioner's name and not on Board letterhead.
- 4.9 **Committee Appointments:** The Chair may make recommendations for committee appointments.

5. ORDER OF BUSINESS AND AGENDA

5.1 **Order of Business:** The business of all regular meetings of the Board shall be transacted in the following order unless the Board, by a majority vote of the members present, suspends the rules and changes the order:

1. Call to Order
2. Approval of Minutes
3. Review Agenda
4. Review and Approval of Consent Agenda
5. Scheduled Business
6. Other Business
7. Unscheduled Visitors
8. Adjournment

The consent agenda may contain items that are of a routine and non-controversial nature and may be accepted by consent of the Board by a single vote without reading. If a member of the Board requests such reading, such a request shall be granted. Any item on the consent agenda may be removed and considered separately at the request of any individual Board member.

5.2 **Agenda:** All items to be placed on the agenda must be scheduled with the Secretary or County Administrator prior to 5:00 p.m. on the Wednesday preceding the meeting, and all supporting documentation shall be delivered by the close of business on the Wednesday preceding the meeting. Failure to comply with these deadlines without the consent of the County Administrator shall result in removal of the agenda item. The County Administrator shall arrange a list of such matters according to the order of business and, at the request of the Chair, may review such matters with the Chair before final approval. The Secretary shall furnish each member of the Board, the County Administrator, County personnel, and all news media (pursuant to a written request) a copy of the agenda by 5:00 p.m. on the Thursday preceding the meeting.

5.3 **Other Business:** Any member of the Commission may bring additional unanticipated business that he/she believes needs immediate deliberation by the Commission during the "Other Business" agenda item. This procedure should be kept to an absolute minimum, and it is within the Commission's discretion to deliberate on the matter or defer it to a subsequent meeting.

6. MINUTES POLICY

6.1 Content of the Minutes

1. The first paragraph should contain the following information: type of meeting, name of the board, date, time, and place of the meeting, and the members and parties present.
2. The minutes generally should contain a summarized record of what was done at the meeting, not what was said by the members. Minutes will not usually be typed verbatim; however, verbatim excerpts can be inserted at the Clerk's discretion. Members of the Commission can request additional verbatim excerpts from the Clerk, but they will not be considered part of the minutes nor attached to the minutes, unless typed by the Clerk during the meeting.

No individual member shall instruct the Clerk of the Board as to the contents of the minutes. Any corrections or suggestions shall be in writing, presented at the time of approval, and approved by the Board.

3. The body of the minutes should contain a separate paragraph for each subject matter. Motions will name the mover, seconder, and show how each motion was adopted with the facts as to whether the motion may have been debated or amended. Motions will be

indicated in bold and underlined and resolutions will be listed separately at the end of the minutes.

The minutes should identify the item of business before the board, summarize discussions on the item, and describe the exact disposition of any action, clearly indicating what was done, by whom, and why.

4. The last paragraph contains the time of adjournment.
5. The minutes are closed with the signature and title of the Chair and Clerk to the Board.
6. An action followup sheet, if one is necessary, will be attached to the draft minutes as a reminder to the Board and employees in the Commissioners' office.

6.2 Approval of Minutes

1. Minutes must be approved as read or as corrected.
2. If minutes are approved by general consent, no motion is required unless a member specifically requests one. The Chair may assume this motion and indicate that if there are no corrections, the minutes are approved, or that if there are no further corrections, the minutes are approved as corrected.
3. Once the minutes are approved, the Clerk shall write the word "approved" and date of approval. The Commissioners' initials are written on the draft minutes.
4. The approved minutes are then printed onto the journal pages and prepared for signature by the Chair and Clerk to the Board.
5. Approved minutes may be corrected by motion whenever a typographical or clerical error is found, regardless of the time elapsed. Correction of minutes after they have been approved requires a "Motion to Amend Something Previously Adopted" and majority vote.
6. Nothing may be erased from the journal. Corrections must be made in the margin along with a notation, which states: "Amended, see minutes of ____." (Write in the meeting date at which the Motion to Amend Something Previously Adopted was made and approved.) If material is expunged (stricken from the record), a line is drawn through the words that are expunged.

7. ORDINANCES, RESOLUTIONS, AND MOTIONS

- 7.1 **Form:** Ordinances, resolutions, and accompanying documents shall be presented to the Board in writing following proper format.
- 7.2 **Funding:** All resolutions authorizing the expenditure of money shall include the exact source of the funds to be expended.
- 7.3 **Ordinances - Introduction:** All proposed ordinances must be prepared under the direction of and approved as to form by the Prosecuting Attorney's Office. The department requesting the ordinance shall attach a brief summary of the provisions thereof and any proposed amendments to an existing ordinance; such summary shall indicate the change sought to be made and the name of the department or party requesting the proposed ordinance.
- 7.4 **Recording of Votes:** The ayes and nays shall be recorded upon the passage of all ordinances and resolutions in the official record of the Board.

- 7.5 **Tie Vote:** In the event of a tie on any motion, the motion shall be considered defeated.
- 7.6 **Numbering Ordinances and Resolutions:** The Clerk to the Board shall assign a number (in consecutive order) to each ordinance or resolution.
- 7.7 **Ordinance and Resolution Passage Procedure:** When passed by the Board, an ordinance or resolution shall be signed by a majority of the Board members or the Chair and be attested to by the Clerk to the Board. It shall immediately be filed and thereafter preserved in the office of the Commissioners.
1. Absent. If a commissioner is absent, the Clerk to the Board shall affix their name stamp stating "absent" on the signature line on all documents approved on that date.
 2. Opposed. If a commissioner opposes the ordinance, resolution, or document, the Clerk to the Board shall affix their name stamp stating "opposed" on the signature line.

8. **LEGAL ADVICE AND CONFIDENTIAL INFORMATION**

8.1 **Requests for Legal Opinions:** Upon receipt of a written legal opinion from the Prosecuting Attorney's Office relating to County business addressed to any Board member, the Secretary shall distribute the written legal opinion to all members of the Board, except those that have recused themselves from deliberations on the subject matter of the opinion.

8.2 **Confidentiality:** No member of the Commission may make a disclosure of confidential information gained by reason of the member's position on the Board without a motion by the Commission approving such disclosure. If there is any uncertainty whether information is confidential, the Board member shall seek advice from the Prosecuting Attorney's Office.

9. **CITIZENS' RIGHTS (PLEASE SEE ATTACHED SIGN-IN SHEET)**

9.1 **Scheduled Business – Public Comments:** If the Board allows public comments during scheduled business, the comments should be limited to the time allotted on the agenda for the scheduled business.

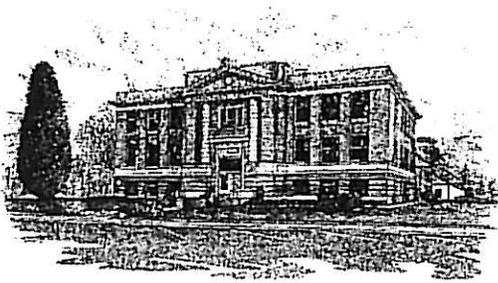
9.2 **Unscheduled Visitors:** Any person not scheduled on the agenda, but desiring to address the Board by oral communication may do so during the unscheduled visitor's portion of the agenda.

9.3 **Manner of Addressing the Board During Unscheduled Visitors:** Each person addressing the Board shall step up to the microphone, give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Board, shall limit their remarks to three minutes. All remarks shall be addressed to the Board as a body, and not to any member thereof. No questions shall be asked of the Board members, except through the Chair. The Board would then determine the proper disposition of the issue.

9.4 **Written Communications:** Interested parties, or their authorized representatives, may address the Board by written communication in regard to any matter concerning the County's business at any time by mail or through the Clerk to the Board or Secretary. Copies must be distributed to the Board members.

10. **AMENDMENT OF THESE RULES**

10.1 Amendment of These Rules: These rules may be amended or new rules adopted by the Board; provided, the proposed amendments or new rules may only be passed at a Board meeting with all members present at the time the issue is initially discussed.



Benton County Commissioners Board Meeting Sign-in Form

If you would like to speak during the Board Meeting, please complete this form and return it to the Clerk of the Board. The purpose is to provide the correct spelling of your name and address for the official record.

1. Agenda Item: _____
(For example, Public Hearing – Zone Change)

Support Oppose

Issue not on the Agenda: _____
(Please provide the subject matter of your issue. You will speak under the **Unscheduled Visitors** section on the Agenda.)

2. Name: _____

Address: _____

City, Zip: _____

Resident of Benton County Business in Benton County Other Jurisdiction

When the Chairman calls upon you to speak, please come forward to the microphone, state your name and address for the record and begin your statement. In accordance with the Benton County Commissioners Bylaws and Rules of Procedure, please limit your statement to three minutes. In the event that several persons wish to speak on behalf of the same group, the Chairman may further limit your time. A timer will be utilized. You may not yield your time to another speaker.

Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>2/2/09</u> Subject: _____ Prepared by: <u>Linda Ivey</u> Reviewed by: <u>Loretta Smith</u> <u>Kelty</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

b

SUMMARY BACKGROUND INFORMATION

A workshop was held on January 21, 2009 to update the Budget Policies and Procedures and the Central Services Computer Replacement Fund Policies and Procedures.

The Budget Policies and Procedures were last updated in June 2007, by Resolution 07-348.

The Central Services Computer Replacement Fund Policies and Procedures were last updated August 2005, by Resolution 05-478.

We ask the Board to adopt the revised document, and rescind Resolution 07-348 and Resolution 05-478.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BUDGET POLICIES - RESCINDING RESOLUTION 07-348 AND ADOPTING A NEW BUDGET POLICY

WHEREAS, the Board of Benton County Commissioners desires to change the Budget Policy to reflect changes made during the budget process; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED by the Board of Benton County Commissioners that the attached Benton County Budget Policies and Procedures is hereby adopted and that Resolution 07-348 and Resolution 05-478 are hereby rescinded.

Dated this day of, 2009 .

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Van Petty (Auditor); All Depts.; Policy Book

BENTON COUNTY WASHINGTON

BUDGET POLICIES AND PROCEDURES

Updated January, 2009

Board of County Commissioners

Max Benitz, Jr.
Leo Bowman
James Beaver

TABLE OF CONTENTS

- I. YEARLY BUDGET ADOPTION
 - A. Preliminary Budget
 - B. Budget Hearings
 - C. Final Budget Adoption

- II. BUDGET ADMINISTRATION
 - A. Supplements to Approved Budget
 - B. Supplemental Appropriations-Processing Procedure
 - C. Budget Maintenance

- III. OTHER BUDGET POLICES
 - A. Road Fund Levies
 - B. Minimum Cash Balance
 - C. Obligated Funds
 - D. Capital Purchases

- IV. ATTACHMENTS
 - 1. Capitalization of General Fixed Assets
 - 2. Computer Replacement
 - 3. Transmittal
 - 4. Transmittals (Example)

I. YEARLY BUDGET ADOPTION

Under RCW Chapter 36.40 (Budget), specific guidelines detail each step of the budget process. This Chapter will be used primarily as a guide to the yearly budget process from the preliminary estimate stage through final adoption.

RCW 36.40.71 allows the Board of County Commissioners the flexibility, through resolution, to establish alternate dates for each step of the budget process. Benton County opts to implement this alternate date provision using the following general format:

A. Preliminary Budget

The Board of County Commissioners will pass a resolution that details the alternate dates to be used for each step of the budget process.

The Board chairman will deliver a letter to the County Auditor that details the method of budget (Baseline, O-Base, etc.), and any other specific issues that relate to the upcoming budget process. The letter should go to the Auditor at least two weeks prior to the date the Board would like the "budget call" letter sent to the other elected officials and department heads; if the budget instructions change from the prior year.

The County Auditor will deliver to each elected official and department head a "budget call" letter that will entail the method of budgeting to be used during the budget process.

Each elected official and department head will be responsible for the timely preparation of their own budget request and those budgets that they may be accountable to.

Each elected official and department head will be responsible for the timely preparation of the department's goals, objectives and statistical information for the GFOA Distinguished Budget Award document. The goals and objectives are to be returned to the County Auditor with their completed budget request.

Once each elected official and department head has returned their completed budget request, goals, objectives and statistical information to the County Auditor, the information will be compiled into the preliminary budget. The County Auditor will then deliver this document to the Board of County Commissioners on or before the date specified by resolution.

B. Budget Hearings

The Board of County Commissioners will allocate times for each elected official and department head to address their budget needs for the following year. Those needs may include additional staff, new programs, or new computers.

Upon completion of these meetings, the Board will be charged with making any changes to the budget requests presented. Upon deliberation by the Board, both the final draft and approved budgets will be placed for open inspection by the public at the Prosser Courthouse, Kennewick Justice Center, and on the Benton County Internet/Intranet website.

C. Final Budget Adoption

Once the public has had two weeks to inspect the budget, a hearing will be held, at which time the public will be allowed to express opinions for or against the final budget. Upon completion of the public hearing, the Board must then adopt the final budget by resolution and forward a copy to the State Auditor. By November 30, the Board of Benton County Commissioners must adopt the budget, and pursuant to RCW 84.52.070, certify the taxes.

II. BUDGET ADMINISTRATION

A. Supplements to Approved Budget

In recent years, the number of supplement requests has increased dramatically. Typically, the Board reviews these supplements individually, requiring costly resources.

The Board of County Commissioners adopted a new policy for the review and adoption of supplemental requests. The Board will accept supplemental requests at any time during the budget year. However, these requests will only be heard once during the budget year. New staffing positions will not be considered unless associated with a Board approved revenue source (example grants).

1. Requests delivered between January 1 and August 31 will be presented to the Board for review during the month of September and subsequently held for public hearing. Supplemental appropriations delivered after August 31 will be addressed during the budget process for the following year.

In the event that an elected official or department head feels that a supplement to his or her budget needs to be addressed at a time different from those listed above, only the following exceptions will be considered:

a. An unforeseen situation occurs which puts the safety and welfare of the citizens of Benton County at risk.

b. An unforeseen situation occurs which hinders the ability of a department to fulfill a statutory obligation imposed upon a department head or elected official.

c. A labor contract settlement, legal settlement, or other judgment that exceeds those amounts currently available within their current budget.

- d. An unforeseen revenue source that has associated expenditures (example-grants).
- e. Operating transfers regarding prior year cash carry forwards (see Section III. B. 1).

B. Supplemental Appropriation -- Processing Procedure

All supplemental appropriation requests will require that the following steps be taken prior to placement on a scheduled public hearing:

- 1. Six copies of the supplemental request (1 original on bond paper and 5 copies hole-punched) must be delivered to the Commissioner's Executive Secretary on the date scheduled per the Submission of Supplemental Appropriation Request(s) bi-annual memo.
- 2. The supplemental request must be completed in full before the Board will consider it (i.e. revenue codes, expenditure codes, etc.). Incomplete supplemental requests will be returned.
- 3. On or before September 1, a copy of the supplement request will be delivered to the finance manager for review. A financial analysis will be done detailing the expenditure impact and potential revenue sources if applicable. This review will include detailed communications between both the department making the supplemental request and the finance manager.
- 4. The finance manager will deliver, prior to the Board review, a summary of the supplemental requests and financial analysis to the Cōúnty Administrator.

C. Budget Maintenance

Line item transfers with Board approval (Resolution) will be required in the following instances:

- 1. The line item transfer creates a new non-existing full-time or part-time position:
 - Resolution: creating job description and salary grade established.
(In coordination with the Personnel Department)
 - New line item created- request from Auditor
 - Resolution authorizing line item transfer, along with line item transfer paperwork
- 2. The line item transfer is for an existing position:
 - New line item is created- request from Auditor
 - Resolution authorizing line item transfer, along with line item transfer paperwork.

3. Any transfer to increase temporary help.
Temporary help does not have established salary grades. The personnel action form (PAF) determines the rate of pay submitted to the Auditors office.
4. The transfer is used to increase or decrease the amount of capital currently budgeted or to create a new capital purchase line item (6000's, 3501 or small equipment);
5. The transfer is used to increase or decrease the amount of computer capital currently budgeted (9305, 9401, 9402).
6. Transfer between the 3000 and 4000 object classifications do not need Board approval, unless listed above.
7. All other transfers, not listed above, need Board approval.

III. OTHER BUDGET POLICIES

A. Road Fund Levies

Per RCW 36.82.040, all funds accruing from the "general tax levy for road funds" shall be deposited into the county road fund, except that revenue diverted under RCW 36.33.220 shall be placed in a separate and identifiable account within the county current expense fund.

At this time, the Board of Commissioners diverts road funds to the Sheriff's Department for the purpose of traffic enforcement on county roadways. These funds are deposited into Current Expense and are accounted for in a separate department. (Sheriff Traffic Control - Dept. 125).

B. Minimum Fund Balances

In order to assure sufficient reserves are available to meet respective operational needs during the low revenue periods within a budget cycle (calendar year), the Board of County Commissioners requires the following county funds to retain a minimum fund balance at the close of any given fiscal year:

1. Current Expense (General Fund) 0000-101

In order to meet operational needs within the general fund, the County shall maintain a fund balance of 10% of the current year's operating budget. In addition to the 10%, the County may maintain up to an additional 3% for emergency use as determined by the Board.

Any cash carry forward that would bring the general fund in excess of the 13% of the current year's operating budget may be transferred to the following funds:

The Board may maintain the park development fund (0110-102) beginning balance for the year at \$500,000, which may decrease the excess transferable funds available; of the remaining transferable amount, 87.5% to the capital projects fund (0305-101) and 12.5% to the fairgrounds operating and maintenance fund (0124-101). The fairgrounds operating and maintenance fund (0124-101) balance may be capped at \$500,000. Any excess available funds remaining may be transferable to the capital projects fund (0305-101) or the sustainable development fund (0135-101) at the discretion of the Board of County Commissioners.

2. Capital Acquisition (0305-101)

A fund balance of at least \$500,000 should be maintained as unreserved in the event that a major capital improvement should be required which has not been appropriated during the current budget cycle.

PILT funds will be deposited and dedicated for the purpose for which this fund (0305-101) was created.

Low-level waste surcharge funds will be deposited and dedicated for the purpose for which this fund (0305-101) was created.

C. Obligated Funds

1. 1/4% Real Estate Excise Tax (0130-101)

The current revenues from this fund will be allocated as follows: \$250,000 to repay bonds on the Health Building until the bonds are repaid in the year 2031. Additional reserve may be used to fund other capital projects that are Board approved in the Capital Facilities plan.

2. 1/10% CJ Jail Juvenile (0133-101)

The current revenues from this fund will be used to pay off bond principal and interest incurred to finance the construction of the adult and juvenile jails, through the year 2021. Additionally, the Board of County Commissioners authorized the operating and maintenance (O & M) for these facilities.

3. Rural County Capital Fund (0144-101)

The current revenues from this fund have been pledged to pay off bond principal and interest incurred for the purpose of financing public facilities (i.e. the Jail and Kennewick Justice remodel) through the year 2021.

4. Debt Service Fund (299-101)

Net income from out of county contracts for the Benton County Jail will be deposited into the debt service fund (299-101). These monies may be used to pay bonds off early.

Monies received from unanticipated revenue sources or opportunities may be used to accelerate debt repayment at the discretion of the Board of Benton County Commissioners. These monies shall be one-time, and/or windfall revenue expectations that are not anticipated as steady revenue source for Benton County.

D. Capital

1. Capitalization of General Fixed Assets

Benton County has established a policy with regard to the capitalization of general fixed assets. (See Policy Attachment-1)

2. Computer Capital Replacement

Benton County currently has a policy for the purchase and replacement of computer capital. (See Policy Attachment-2)

ATTACHMENTS

Attachment - 1	Benton County Capital Policy
Attachment - 2	Computer Replacement Policy
Attachment - 3	Supplement Transmittal
Attachment - 4	Supplement (Example)

Attachment 1

**BENTON COUNTY
CAPITAL POLICIES
AND PROCEDURES**

(DEFINITIONS, GUIDELINES, AND
CAPITAL PURCHASE PROCEDURES)

Prepared by Benton County
Commissioners' Office
Updated August, 2003

INDEX
BENTON COUNTY CAPITAL
POLICIES AND PROCEDURES

SECTION I. PURPOSE

SECTION II. DEFINITIONS

- 2.1 Revenue Expenditures/Supplies
- 2.2 Capital Expenditures/Fixed Assets
- 2.3 Capital Versus Revenue Expenditures
- 2.4 Infrastructure
- 2.5 Proprietary Funds
- 2.6 High-Risk
- 2.7 Depreciation
- 2.8 Tangible Property
- 2.9 Improvements
- 2.10 Original Cost/Historical Cost
- 2.11 Inventory

SECTION III. POLICY

- 3.1 Applicability "
- 3.2 Budget
- 3.3 Control
- 3.4 Capital Leases
- 3.5 Depreciation
- 3.6 Grants
- 3.7 Dollar Limits

SECTION IV. ASSET TABLE

SECTION I. PURPOSE

To prescribe a policy for the definition, appropriation, and accounting of capital outlays in order to comply with disclosure set by GAAP (Generally Accepted Accounting Principles).

SECTION II. DEFINITIONS

2.1 Revenue Expenditures/Supplies

The charge to an expense account is based on the assumption that the benefits from the expenditures will be used up in the current period. A purchase may benefit several periods, but have a relatively low cost. Such items are theoretically capital expenditures, but since their costs are immaterial, they are classified as revenue expenditures.

2.2 Capital Expenditures/Fixed Assets

Real and personal property intended to be held or used longer than one year. This includes land and land rights; improvements and infrastructure; buildings, their furnishings, fixtures, and furniture; equipment, machinery, vehicles, and tools.

2.3 Capital Versus Revenue Expenditures “

Expenditures to improve the efficiency or extend the asset life should be capitalized and charged to future periods. Improvements in efficiency should be charged to the asset account, and improvements extending the asset life should be charged to the accumulated depreciation account. The rationale is that improvements extending the asset life will need to be depreciated over an extended period of time, requiring revision of the depreciation schedule.

2.4 Infrastructure

Infrastructure refers to roads, bridges, sidewalks, water lines, sewers, drainage systems, lighting systems, and similar assets that are immovable and of value only to the government unit.

2.5 Proprietary Funds

A proprietary fund is used to account for governmental activities that are similar to activities that may be performed by a commercial enterprise.

2.6 High-Risk

A description given to items which are relatively valuable, small, and easily transportable and adaptable. Such items have a higher susceptibility to theft and other loss.

2.7 Depreciation

The method by which the cost of an asset is allocated over the useful life of the asset. The cost is therefore matched with the productive output over the asset's life.

2.8 Tangible Property

Physical, substantive property which has an intrinsic value because of its substance, origin, license, copyright, patent, etc.

2.9 Improvements

Property or equipment which is an integral part of a larger item of property or equipment, the addition of which either increases the cost or the useful life of the larger item.

2.10 Original Cost/Historical Cost

The total original amount paid to a vendor or supplier for the item purchased.

2.11 Inventory

Tangible property or goods held for sale or consumption concurrent with the normal activity of a business or enterprise.

SECTION III. POLICY

3.1 Applicability

Capital outlay under this policy applies to the appropriation and expenditure of funds for capital assets, high-risk items, and improvements subject to the limits prescribed below. Capital leases will also be addressed in the following policies.

To qualify under capital outlay, the item must provide a predictable and tangible future benefit over a specified period of time.

For the purposes of this policy, capital outlay does not include inventory or infrastructure.

3.2 Budget

Capital outlay disbursements must be specifically appropriated in item and amount by the Board of County Commissioners in the annual budget process, or in a regular public hearing as an amendment to the annual budget.

Substitutions of capital outlays for previously approved appropriations must be approved by the Board. Appropriations for capital outlay lapse at the end of each budget year, and must be specifically approved in the following year budget process.

3.3 Control

All disbursements for capital outlay shall be accounted for in accordance with the provisions of the most current State of Washington Budgeting, Accounting, and Reporting Systems (BARS) as prescribed by the State Auditor.

All capital outlay expenditures will be recorded in a separate fixed asset ledger by serial number or parcel number.

The fixed asset ledger will be maintained by the Auditor's Accounting Department. Departments must notify the Auditor's Accounting Department each time a capital asset is acquired, transferred, sold, or otherwise modified.

At the beginning of each year, a physical inventory will be performed of all capital assets, improvements, and high-risk assets. The inventory will verify identifying characteristics, location, and condition.

The information contained in the fixed asset system will be compared to the physical inventory. Additions, deletions, and adjustments will be to the fixed assets control records as necessary. A summary of said additions, deletions, and adjustments will be provided to the Board of County Commissioners.

3.4 Capital Leases

A lease agreement is classified as a capital lease when substantially all of the risks and benefits of ownership are assumed by the lessee. A capital lease is, for the most part, viewed as an installment purchase of property rather than the rental of property.

FASB-13 requires that a lease be capitalized if any one of the following four criteria is a characteristic of the lease transaction:

- a. Transfer of ownership to the lessee by the end of the lease term.
- b. A bargain purchase option is included in the lease.
- c. The lease term is equal to 75% or more of the estimated economic life of the leased asset.
- d. The present value at the beginning of the lease term of minimum lease payments equals or exceeds 90% of the excess of the fair value of the leased property at the inception of the lease.

3.5 Depreciation

Except for lands and infrastructure, all capital assets with an original cost (per item) equal to or greater than \$5,000 must be depreciated. Scrap value

can be ignored in establishing the amount to depreciate, unless it is expected to exceed 10% of the cost.

Depreciation must be based on a reasonable estimate (see Section IV. Asset Tables on pages 7 and 8) of expected useful life; that is number of years, miles, service hours, etc., that each department expects to use that asset in operations. The straight-line method of depreciation will be used for all assets based on useful life.

Depreciation expense should be recorded in the financial statements using depreciation accounting and reporting standards applicable to commercial enterprises.

3.6 Grants

Title to equipment and real property acquired under a grant is subject to the obligations and conditions set forth in the original contract. In most cases, proceeds from sale of the asset will be returned to the agency which supplied the grant.

In order to simplify the grant process, a copy of each grant should be sent to the accounting department. Each asset purchased with grant money should be clearly marked in order to notify personnel upon disposal of each particular asset.

3.7 Dollar Limits

This policy applies to the following categories:

- a. Capital assets and improvements to capital assets with an original cost (per item) equal to or greater than \$5,000.
- b. Capital assets and improvements to capital assets with an original cost (per item) equal to or greater than \$5,000 will be tracked separately and depreciated to meet GASB 34 reporting requirements.
- c. Major component parts, of an existing fully depreciated asset, with an original cost (per item) equal to or greater than \$5,000. These component parts must extend the useful life of an asset, which will not function or has no value other than scrap. Example: a complete

remodel of an existing structure would be capital; a repair of a leak in the roof would not.

- d. High risk items with an original cost (per item) greater than \$300 and less than \$5,000. (See Section IV for a list of assets that may fall into this category).
- e. The Benton County system of roads is public infrastructure assumed to have an infinite life and a maintenance program to assure its permanent usefulness. All improvements to the road system are to be capitalized, and all maintenance costs are to be expensed. Each road project will be evaluated if it is an improvement or maintenance. All improvements to the road system, including contributions from private parties (roads built by developers, local improvement district assets, etc.) are to be capitalized, regardless of dollar amount.

SECTION IV. ASSET TABLES

<u>ASSET</u>	<u>USEFUL LIFE</u>	<u>SALVAGE %</u>
Computers (do not tag keyboards or standard monitors). Printers, Scanners, and File Servers	4 years	5%
Automobiles, Light Trucks, Typewriters, Telephone Equipment, Fax Machines, and Radio Equipment	5 years	5%
Heavy Duty Trucks, Light Road Equipment, Firearms, Cleaning and Maintenance Equipment	7 years	5%
Office Furniture, Heavy Road Equipment	10 years	5%

Buildings, Parking Lots,
Major Improvements to
Buildings

20 years

5%

High Risk Assets: These items are to be coded under the object line #3501 on the voucher and are expenses in the year of the purchase. They are to be tagged and reported to the County Auditor at the time of payment. No payment will be made on these items until an inventory number has been attached to the asset and reported to the County Auditor. These items must have a purchase price (including tax) of at least \$300 and no more than \$999. They are listed as follows:

Camera, Television, Video Camera, VCR, Cellular Phone, Portable Radio, Typewriter, Tape Recorder, Microwave Oven, Firearms, Stereo Equipment, Chain Saw, Power Tools, and any other asset which may fit the criteria for High Risk Assets in Section 2.6.

Attachment 2

BENTON COUNTY

CENTRAL SERVICES COMPUTER REPLACEMENT FUND

POLICIES AND PROCEDURES MANUAL

Prepared by the Commissioners' Office
Updated January, 2009

**Benton County
Central Services Computer Replacement
Policies and Procedures**

INDEX

SECTION I. PURPOSE

SECTION II. DEFINITIONS

SECTION III. POLICY

- 3.1 Applicability
- 3.2 Budget
- 3.3 Revenue Billing and Interest Revenue
- 3.4 Inventory Control
- 3.5 Residual Equity Transfer
- 3.6 Replacement
- 3.7 Replacement Upgrade
- 3.8 Capital Versus Maintenance

SECTION IV. BASIS FOR POLICY

- 4.1 Generally Accepted Accounting Principles
- 4.2 Budgetary, Accounting, Reporting System
- 4.3 Source Index

SECTION 1. PURPOSE

To prescribe a policy for the definition, appropriation, and accounting in the Computer Replacement Fund following generally accepted accounting principles (GAAP). The procedures addressed are in response to concerns over the methods used in charging computer replacement fees and the expenditures driving those fees. Today's voter is more critical of government spending and demands accurate disclosure of how funds are being spent. This policy will establish the detailed procedures necessary to comply with complex disclosure requirements.

SECTION II. DEFINITIONS

- 2.1 Accountability: The concept that governmental management must be held "publicly accountable" to user groups, providing sufficient information so that user groups can evaluate whether or not a unit is operating within the confines created by the law.
- 2.2 Accountant: One who keeps, audits, and inspects financial records and prepares financial reports.
- 2.3 Annuity, Amount of: The total amount of money accumulated during an annuity period.
- 2.4 Annuity Period: The designated period of time during which the amount of an annuity is accumulated.
- 2.5 Appropriation: A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes within a designated time frame.
- 2.6 Book Value: The purchase cost of an asset as shown by the books of the account decreased by accumulated depreciation.
- 2.7 Budgetary Control: The control or management of a government fund, in accordance with an approved budget, for the purpose of keeping expenditures within the limitations of available revenue.
- 2.8 Capital Outlay: Expenditures which result in the acquisition of or addition to fixed assets as defined in the Benton County Capitalization Policy.
- 2.9 Capital Program: A plan, for capital expenditures to be incurred over a fixed period of years, to meet capital needs arising from long-term

work programs. It sets forth that each project or major expenditure have a detailed estimate of its funding source. Programs which extend into more than one budget period should be evaluated to ensure accurate cost estimates are being followed.

- 2.10 Depreciation: The portion of the cost of a fixed asset which is charged as an expense during a particular period based upon estimated useful life.
- 2.11 Financial Burden: An obligation to finance or provide financial support to a fund or organization.
- 2.12 Fixed Assets: Assets which are acquired for use over an extended period of time, such as land and buildings.
- 2.13 Function: Related activities aimed at accomplishing a major service for which a fund is responsible.
- 2.14 Fund: A fiscal and accounting entity, which a self-balancing set of accounts for recording cash and other financial resources, established to carry out specific activities or attain certain objectives within its limitations.
- 2.15 Improvements: Additions to or acquisition of equipment that makes another asset more effective or efficient. These actions must add to the useful life of the asset and are bound by the Benton County Capitalization Policy.
- 2.16 Interfund Transactions: There are four kinds of transactions between funds. All exchanges that involve more than one fund will fall into one of the following categories.
 - a. Loans: These include borrowing of cash or assets.
 - b. Reimbursements: These are repayments of expenditures which belonged to another fund.
 - c. Residual Equity Transfers: The movement of capital for the purpose of establishing a new fund, increasing working capital or subsidizing operations.
 - d. Operating Transfers: This transaction is the equivalent of an operating subsidy. Their purpose is to support the normal level of operations in the recipient fund.

- 2.17 Internal Control: The plan of organization and the procedures and records used in approving transactions, safeguarding assets, and providing reliable financial records.
- 2.18 Inventory: A detailed list of quantities and descriptions of property, units of measure, and unit prices.
- 2.19 Maintenance: The routine upkeep of physical property that is done to ensure reliability.
- 2.20 Modified Accrual Basis of Accounting: The basis of accounting where revenues are recognized when they become measurable and available, and expenditures are recognized when the related liability is incurred.
- 2.21 Operating Expenses: Those expenses directly related to a fund's primary activities.
- 2.22 Operating Revenues: Those direct revenues, primarily user fees, related to a fund's primary activities.
- 2.23 Pay As You Go Basis: A financial policy where all capital outlays are financed through current revenues rather than by borrowing.
- 2.24 Perpetual Inventory: A system where inventory levels may be obtained directly from records without resorting to an actual physical count.
- 2.25 Pooled Assets: The grouping together of like assets for the purpose of setting a rate to charge users of the assets.
- 2.26 Unit Cost: A term used to denote the cost of producing a unit of product or rendering a unit of service.

SECTION III. POLICY

3.1 Applicability

This policy applies to the appropriation and expenditure of funds for all computer replacement. This policy will set guidelines from which all parties will be charged a replacement fee. It will also set guidelines for the parties responsible for the disbursement of such funds so that they will be consistent and fall within the guidelines set by GAAP.

Equipment that may be charged a replacement fee is limited to the following:

- a. Equipment budgeted in a department's object code 9305 or 9401 and purchased by Central Services through object code 594.180.6401 or 518.400.3507.
- b. Equipment purchased by Central Services for Central Services under object code 594.180.6409 or 518.400.3507.
- c. Equipment budgeted in object code 9305 or 9401 of the Replacement Fund and purchased by Central Services through object code 594.180.6408 or 518.400.3508.
- d. Equipment for which a residual equity transfer has been completed under the guidelines set forth in Section 3.5 of this policy.

3.2 Budget

The budget appropriation, for replacement of computer equipment, shall be based upon an analysis by Central Services identifying the equipment that will qualify for replacement during the budget year.

3.3 Revenue Billing and Interest Revenue

Central Services will maintain the inventory and billing for the Computer Replacement fund. Each department with replacement equipment will be annually assessed a replacement fee equal to the original purchase cost of each item divided by the Useful Life (Section IV, Benton County Capital Policies and Procedures). In some cases the original purchase cost may be adjusted by the Central Services Manager to assure that sufficient funds are available in the future to replace the item in question with one of comparable functionality. The expense for this fee will be budgeted in each department's object code 9501. All computer and printer purchasing activity, done by purchase by Central Services will be routinely reported to the County Auditor as part of the purchasing process.

3.4 Inventory Control

A computer or printer is to remain in service in the department for which it was purchased until it is replaced or suffers an irreparable hardware failure. Central Services will make every reasonable effort

to keep equipment in service while it is paying into the Replacement Fund. When an item is replaced, it may be left in service at the discretion of the department head with the approval of the Central Services Manager. If the item is not left in service, it may be used by Central Services as a utility device, as a temporary substitute for a comparable item that is being repaired, as a temporary loaner, or as a source for replacement parts. Items that have been replaced and are still in service in some capacity will not be repaired if they cease to operate. When an item no longer has useful value for any county department, it is to be reported to the Benton County Auditor to be included as property declared surplus.

3.5 Residual Equity Transfer

All residual equity transfers must be done by the Benton County Board of Commissioners and reviewed by the County Auditor's Office.

3.6 Replacement

Only assets that have been part of the replacement billing program will be allowed to be replaced. Any replacement funds in excess of what is required to replace the item will be applied as a credit to the future replacement fee paid by the department. Any expenditures above the budgeted appropriation must be approved by the Benton County Board of Commissioners on a case by case basis.

3.7 Replacement Upgrade

A replacement upgrade may be done under one of the following conditions:

- An item has paid into the fund for the period specified as its Useful Life (Section IV, Benton County Capital Policies and Procedures), however a more expensive item is required to meet the same functionality.
- An item has not paid into the fund for the prescribed period, but must be replaced with a newer item in order to meet requirements of a new or upgraded application.

The replacement upgrade is the difference between the funds that have been paid into the Replacement Fund for the item and the amount required for the more expensive or new item. A replacement upgrade must be approved by the Benton County Board of Commissioners during the budget preparation or supplemental process.

3.8 Capital Versus Maintenance

Computer software, maintenance, and training, will not be paid by the replacement fund. These costs have been added to the billing charge associated with fund 0502-0101 (Maintenance Fund).

The only exception to the above mentioned restriction is when computer equipment is purchased with relevant software already included, for example, operating system, database server, or hardware management utility.

SECTION IV. BASIS FOR POLICY

4.1 Generally Accepted Accounting Principles

The rules for accounting, created by the American Institute of Certified Public Accountants (AICPA) provide a basis for assessing the financial condition and results of operations of a governmental unit. They are sovereign of the governments issuing the financial statements, and they form the generally accepted accounting principles (GAAP). GAAP is a technical accounting term that includes the rules, conventions, procedures, and practices necessary to define accepted accounting principles. These rules, conventions, procedures, and practices provide a standard by which to judge financial presentations.

4.2 Budgetary, Accounting, Reporting System

This system of accounting is consistent with the standard set forth by the governmental accounting standards board. The chart of accounts and the procedures must be used by all counties and cities and other local governmental units as prescribed by the State Auditor's Office, Division of Municipal Corporations (RCW 43.09.200).

4.3 Source Index

Budgetary Accounting, Reporting Systems, State of Washington Auditor's Office, 1985.

Governmental Accounting and Auditing Disclosure Manual. Afterman and Jones, 1993.

Governmental GAAP Guide, Larry Bailey, 1994.

Applying Governmental Accounting Principles, Mortimer Dittenhofer, 1993

Revised Code of Washington, 1993

Commissioners' Date Stamp:

TRANSMITTAL REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	Fund Number:
Dept Name:	Dept Number:

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
Total Supplement		\$0	

Revenue		
Fund Number	Item Name	Amount
		0
Total Revenue		\$0

Basis for Supplement:

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

CHAIRMAN _____

COMMISSIONER _____

COMMISSIONER _____

Approved for Hearing

Denied

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: Current Expense	Fund Number: 0000101
Dept Name: GIS	Dept Number: 131

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
519.710.2102	Social Security	383	9,595
519.710.2103	Medical Insurance	806	21,605
519.710.2104	Retirement	184	4,628
519.710.9101	Data Processing Administration	51	32,015
519.710.9908	Accumulated Leave	375	2,308
Total Supplement		\$1,799	

Revenue		
Fund Number	Item Name	Amount
	Beginning Fund Balance	1,799
Total Revenue		\$1,799

Basis for Supplement:
Temporary Help line item was increased in the 2007 Budget and the associated benefits were overlooked.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

Approved for Hearing

Denied

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY POLICY: RECRUITMENT AND SELECTION
PROCESS FOR NONPARTISAN ELECTIVE OFFICE VACANCIES**

WHEREAS, the Board of Benton County Commissioners desires to implement a county policy to define the recruitment and selection process for nonpartisan elective office vacancies;

NOW, THEREFORE,

BE IT RESOLVED the Board hereby adopts this Resolution and the attached Benton County Recruitment and Selection Process for Nonpartisan Elective Office Vacancies.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY
RECRUITMENT AND SELECTION PROCESS
FOR NONPARTISAN ELECTIVE OFFICE VACANCIES

I. GENERAL

A nonpartisan elective office shall become vacant on the death, resignation or removal of the officer, or for other causes. Per RCW 36.16.110 the county legislative authority shall, at the next regular or special meeting after being appraised of a vacancy in any county nonpartisan elective office, fill the vacancy by the appointment of some person qualified to hold such nonpartisan elective office, and the person thus appointed shall hold nonpartisan elective office until the next general election and their successor is elected and qualified. The Commissioners shall fill such vacancy from a non-prioritized list of three (3) people submitted by the County Administrator.

II. PURPOSE

The purpose of this process is to define the recruitment and selection process for nonpartisan elective office vacancies.

III. RESPONSIBILITY

- A. It is the responsibility of the Benton County Board of Commissioners to ensure that all matters affecting the recruitment and selection of applicants for a vacant nonpartisan elective office within Benton County are carried out in accordance with applicable state and federal guidelines.
- B. It is the responsibility of the Personnel Resources Department to maintain this policy and ensure that the procedures set forth in this policy are followed in a consistent manner.

IV. POLICY

It is the policy of Benton County to recruit and select the most qualified person for the vacant nonpartisan elective office of the County.

V. RECRUITMENT

Personnel Resources shall develop and conduct an active recruitment program.

- A. The County shall use classification specifications and job related criteria to recruit and select a person to fill the vacant nonpartisan elective office.

B. Recruitment of Vacant Nonpartisan Elective Office

In order to attract an adequate number of candidates for a vacant nonpartisan elective office, Personnel Resources will issue a VACANCY ANNOUNCEMENT and publicize the vacancy as the Benton County Board of Commissioners deem appropriate.

C. Applications

Applications for a vacant nonpartisan, elective office shall be filled out on the Benton County Employment Application located in either the Personnel Resources Department or on the Benton County website at <http://www.co.benton.wa.us/html/personnel.htm>. To be accepted for review, applications must be delivered to the Personnel Resources Department by 5 p.m. on the closing date specified on the Vacancy Announcement. Applications must contain the original signature of the applicant, which constitutes a certification that all information contained therein is true and complete to the best of the knowledge of the candidate.

D. Eligible Applicants

Only those applicants who submit specified required application materials and who meet the minimum/essential qualifications for the vacant nonpartisan elective office will be considered eligible to compete in the selection process.

VI. SELECTION

The selection process shall maximize reliability, objectivity, and validity through a job related assessment of the applicant's attributes necessary for successful performance.

A. Selection Devices

The County Administrator in consultation with Personnel Resources will determine the selection device to be used to obtain the best, qualified candidates for the vacant nonpartisan elective office. Such selection devices may include but are not limited to: position related written tests, oral examinations, interviews, work samples, resumes, supplemental questionnaires, background and reference inquiries.

B. Oral Interview

1. The Personnel Resources Department will assist in the development of interview questions.

2. The County Administrator will utilize the same interview questions for all persons interviewing for the vacant nonpartisan elective office.
3. The Personnel Resources Department will provide the County Administrator the following materials to assist in the interview process:
 - a. Copy of all submitted materials
 - b. Interview Schedule
 - c. Core interview questions

V. APPOINTMENT

The Benton County Board of Commissioners shall fill the vacancy from a list of three (3) people submitted by the County Administrator.

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS
WITHIN THE CURRENT EXPENSE BUDGET DEPARTMENT 109
CORONER**

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Coroner; Auditor; File

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Commissioners Dept Nbr: 109
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER TO

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	1179	P.T. Deputy Coroner	\$6,500	563.200.	1143	P.T. Deputy Coroner	\$6,500
TOTAL			\$6,500	TOTAL			\$6,500

Explanation:

Persons filling the part time deputy coroner position are either retired or have a full time job and wish to work only part time. Having more than one part time position would enable the coroner's office to use a second person to work when another part time person is unavailable for such times as vacations, sickness, family obligation, or work requirements. Dividing the present budgeted amount and hours for part time personnel between the two positions would result in having the flexibility of multiple persons, fulfilling the requirements of work hours needed in the coroner office without an increase in the budget.

Prepared by: Rick Corson Date: 29-Jan-2009

Approved Denied

Date: _____

Chairman

Member

Member

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND YODER INC. FOR "AS NEEDED" KITCHEN EQUIPMENT REPAIR SERVICES FOR ALL BENTON COUNTY LOCATIONS.

WHEREAS, the Board awarded and authorized the Chairman to sign the personal service contract between Benton County (hereinafter "COUNTY") and Yoder Inc. doing business as Coffey Refrigeration (hereinafter "CONTRACTOR"), via Resolution 08-767 on September 15, 2008 (the "Contract"); and

WHEREAS, the total amount payable by the COUNTY to the CONTRACTOR under the Contract is not to exceed Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the total amount payable by the COUNTY to the CONTRACTOR has been exhausted, and the COUNTY anticipates the need for further kitchen equipment repair services prior to the December 31, 2009 Contract expiration; and

WHEREAS, the Contract covers small projects costing less than Ten Thousand Dollars (\$10,000.00) each, and the parties desire to amend the Contract to increase the total maximum amount payable under the Contract to Twenty Thousand Dollars (\$20,000.00); and

BE IT RESOLVED, the Benton County Commissioners hereby approve the attached Personal Service Contract Amendment between Benton County and Yoder Inc. and authorize the Chairman of the Board to sign the same.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Sheriffs Office
cc: Auditor, R. Ozuna, Coffey

Prepared by: K Mercer

PERSONAL SERVICE CONTRACT AMENDMENT

THIS PERSONAL SERVICE CONTRACT AMENDMENT is made and entered into this 4 day of Feb, 2009 by and between BENTON COUNTY, WASHINGTON (hereinafter "COUNTY") and Yoder Inc. doing business as Coffey Refrigeration (hereinafter "CONTRACTOR").

The parties entered into a Personal Service Contract dated September 15, 2008 (the "Contract") to provide "as needed" kitchen equipment repair services for all Benton County locations via resolution 08-767. The Contract covers small projects costing less than Ten Thousand Dollars (\$10,000.00) each, and the parties desire to amend the Contract to increase the total maximum amount payable under the Contract to Twenty Thousand Dollars (\$20,000.00).

NOW, THEREFORE, in consideration of the mutual benefits and covenants set forth herein and in the underlying Contract, the parties agree to amend the Contract as follows:

1. Section 5. (COMPENSATION) of the Contract shall be replaced with the following paragraph:

The CONTRACTOR shall be paid for kitchen equipment repair services in accordance with the price rates provided in Exhibit A attached hereto. **The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed Twenty Thousand Dollars (\$20,000.00) including W.S.S.T.** CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Contract Amendment on behalf of the COUNTY, and the CONTRACTOR has executed this Contract Amendment, effective on the day and year first indicated above.

Dated: _____

Dated: 2/4/09

BENTON COUNTY BOARD OF COMMISSIONERS

**CONTRACTOR
Yoder Inc.**

Chairman

Valarie Yoder
Richard Yoder, Owner

Approved as to Form:

Valarie Yoder owner

[Signature]
Deputy Prosecuting Attorney

Orig Sheriffs Office
cc: Auditor, R. Ozuna, Coffey

K. Mercer

f

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH FOWLER GENERAL CONSTRUCTION FOR THE REPLACEMENT OF A SIDEWALK AND A NEW SLAB FOR THE TRASH COMPACTOR LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA

WHEREAS, per Resolution 08-131 dated January 14, 2008 that in letting of any contract for public works services or materials involving less than ten thousand dollars (\$10,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Benton County Facilities Manager received a proposal from Fowler General Construction, Inc. – Contractors No. FOWLEL*968KQ in the amount of \$8,562.57, including WSST for the replacement of a sidewalk and new slab for the trash compactor; and

WHEREAS, the Facilities Manager reviewed the proposal and recommends the award to Fowler General Construction, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that Benton County Commissioners hereby concurs with the recommendation and awards said services to Fowler General Construction, Inc. for a contract amount not to exceed \$8,562.57, including WSST; and

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

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the board

Constituting the Board of County
Commissioners of Benton County, Washington

**STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FOWLER GENERAL CONSTRUCTION, INC.** with its principal address at 1820 Terminal Drive, Richland, WA 99354 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference

- A. Exhibit A - Bid Proposal Dated December 3, 2008
- B. Exhibit B - Contractor Bid Proposal Form

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees provide all demolition and the replacement of approximately 142' of sidewalk at the Benton County Justice Center & place and finish 6" for new slab for the trash compactor all in accordance with Exhibit A attached hereto.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Jasen Banta, Project Manager
Fowler General Construction, Inc.
1820 Terminal Drive
Richland, WA 99354
(509) 943-2643
(509) 943-8875

b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Contact: **Ms. Lisa Small, Contract Administration**
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600 Phone
(509) 786-5625 Fax

A party may change its representative by providing prompt written notice to the other party.

5. **COMPENSATION**

The CONTRACTOR shall be paid in accordance with the quotes provided in Exhibit A. The maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall not exceed eight thousand five hundred sixty two dollars and fifty-seven cents (\$8,562.57) including Washington State Sales Tax.

6. **INVOICING**

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

7. **DEFECTS**

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

8. **AMENDMENT AND CHANGES IN WORK**

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

9. 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, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

- b. 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, its employees, agents or subcontractors.
- c. 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 of 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.

10. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements "specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.
- 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 insured on all required insurance policies, except for any required automobile liability policy.

- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within then (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability

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

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

Lisa Small, Contract Administration
Benton County Commissioners
PO Box 190
Prosser, WA 99350

- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

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

11. PERFORMANCE BOND

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

pursuant to this agreement.

12. TERMINATION

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

13. COMPLIANCE WITH LAWS

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

14. 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.

15. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All

rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY.

17. ENTIRE AGREEMENT

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

18. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

19. 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.

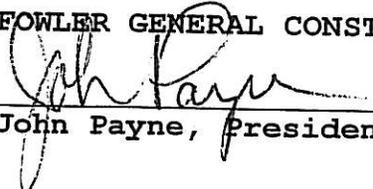
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

BENTON COUNTY

FOWLER GENERAL CONSTRUCTION

Max Benitz Jr., Chairman
Benton County Commissioner

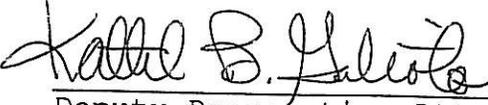


John Payne, President

Dated: _____

Dated: _____

Approved as to Form:



Deputy Prosecuting Attorney

Exhibit A



Proposal
Dec. 3, 2008

Mr. Roy Rogers
Benton County
7122 Okanogan
Kennewick, WA 99336

Re: Sidewalk Replacement and Trash Compactor Slab

Dear Mr. Rogers,

Fowler General Construction (FGC) is pleased to provide a Lump Sum price of \$4,882.24 for the demolition and replacement of approximately 142' of sidewalk at the Benton County Justice Center. The scope of work includes:

- Demolition and disposal of the existing sidewalk
- Installation of expansion joint material along the pre-cast walls
- Place and finish concrete for new sidewalk (4")

Fowler General Construction (FGC) is pleased to provide a Lump Sum price of \$3,680.33 for the trash compactor slab. The scope of work includes:

- Demolition and disposal of approximately 250 sf of asphalt
- Provide and install base rock and wire mesh
- Place and finish concrete for new slab (6")
-

These prices includes all labor, material, and FGC expenses to complete the work.

If you have any questions, please feel free to call.

Sincerely,

Jasen Banta
Fowler General Construction
Construction Manager
943-2643 – Office
430-7311 – Cell

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING FOR BACKFLOW TESTING AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA AND THE BENTON COUNTY COURTHOUSE, PROSSER, WA

WHEREAS, per Resolution 08-131 dated January 14, 2008 that in letting of any contract for public works services or materials involving less than ten thousand dollars (\$10,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Benton County Facilities Manager received a proposal from Hart's Backflow Testing, LLC – Contractors No. HARTSBT935CH in the amount of \$2,020.00, excluding WSST for backflow testing services for the locations at the Benton County Justice Center, Benton County Health District, Benton County Courthouse, Horn Rapids Park, & Two Rivers Park; and

WHEREAS, the Facilities Manager reviewed the proposal and recommends the award to Hart's Backflow Testing, LLC, for a contract amount of \$2,020.00, excluding WSST; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that Benton County Commissioners hereby concurs with the recommendation and awards the backflow testing services to Hart's Backflow Testing, for a contract amount not to exceed \$2,500 excluding WSST to cover any acceptable overcharges, incidentals and other unanticipated costs; and

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

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the board

Constituting the Board of County Commissioners of Benton County, Washington

**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **HART'S BACKFLOW TESTING, LLC** a corporation organized under the laws of the State of Washington, with its principal address at 1606 N. Ashland Ave., East Wenatchee, WA 98802 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference

Exhibit "A" - Contractor's Proposal dated 12/30/2008

Exhibit "B" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2009 and shall expire on December 31, 2009. 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 COUNTY requires and the CONTRACTOR agrees to complete backflow testing of the water supply to the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, WA; Benton County Health District Bldg, 7102 W. Okanogan, Kennewick, WA; Benton County Courthouse, 620 Market Street, Prosser, WA; Horn Rapids Park, Benton City, WA; and Two Rivers Park, Finely, WA all in accordance to Exhibit "A" attached hereto. The CONTRACTOR shall conduct the actual testing, according to industry standards, provide all necessary equipment, supplies and materials for the testing, and provide a written report or reports, as customary in the industry, indicating the results of such testing in a form appropriate to allow COUNTY to properly maintain its water system at the stated location and conform such water system to

applicable building, fire, and related codes.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Raymond "Sam" Hart
Hart's Backflow Testing
1606 N. Ashland Ave.
East Wenatchee, WA 98802
(509) 886-1721 Phone
(509) 884-0506 Fax

- b. For COUNTY: Loretta Smith Kelty, Deputy County Admin.
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600 Phone
(509) 786-5625 Fax

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is two thousand twenty dollars and zero cents (\$2,020.00) not including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed two thousand five hundred dollars and zero cents, (\$2,500.00) not including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage or performance bond will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed. The CONTRACTOR shall not be paid for

services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. DEFECTS

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

8. AMENDMENT AND CHANGES IN WORK

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

9. 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, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. 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, its employees, agents or subcontractors.
- c. 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 of 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.

10. INSURANCE

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

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

Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.

d. Other Insurance Provisions:

- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR

may not be written as a "claims made" policy.

- 9) Verification of Coverage and Acceptability of Insurers:
All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350

- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

12. TERMINATION

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

CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. A current copy of the schedule of prevailing wages for Benton County is attached as Exhibit B. If CONTRACTOR procures any employees subject to prevailing wage regulations but not classified as electronic technicians to do any work related to this contract, CONTRACTOR shall be responsible for determining the appropriate prevailing wages for such employees and shall pay them according to said wages.

14. 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.

15. DISPUTES

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY.

17. ENTIRE AGREEMENT

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

18. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

19. 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.

”
-This portion intentionally left blank -

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.

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

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

BENTON COUNTY

HART'S BACKFLOW TESTING, LLC

Max Benitz Jr., Chairman
Benton County Commissioner



Raymond Hart, Owner

Dated: _____

Dated: 2-3-09

Approved as to Form:



Deputy Prosecuting Attorney

EXHIBIT A

HART'S BACKFLOW TESTING, LLC
1606 N. ASHLAND AVE.
EAST WENATCHEE, WA 98802
(509) 886-1721 - PHONE
(509) 884-0506 - FAX

January 1, 2009

Mr. Sam Hart,

Below is the break down for the verbal quote you provided me for the following Benton County backflow testing. This price quote will be referenced in the 2009 contract as Exhibit A.

Verbal quote for backflow testing at the following locations:

Benton County Justice Center, Kennewick WA & Benton County Courthouse, Prosser, WA	\$1,670.00
Three (3) backflows at Horn Rapids Park (\$40.00 ea.)	120.00
One (1) backflow at Two Rivers Park (\$40.00 ea.)	40.00
Benton County Health District Building	<u>190.00</u>
Total Contract Amount	\$2,020.00

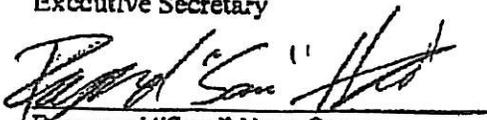
All amounts above are excluding Washington State Sales Tax

Please provide your signature below where indicated as an acknowledgement and agreement for the verbal quote provided and fax back to our office at (509) 786-5625. A contract for said services will be sent to you soon for signature.

Sincerely,

BENTON COUNTY COMMISSIONERS

Lisa Small
Executive Secretary



Raymond "Sam" Hart, Owner
Hart's Backflow Testing, LLC

12-30-08
Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 02/09/09 Subject: Columbia Basin Dog Training Club Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

h

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Columbia Basin Dog Training Club. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Columbia Basin Dog Training Club to hold their AKC Agility Trial at the Fairgrounds on March 14 – 15, 2009.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator recommends approval of the Lease Agreement with the Columbia Basin Dog Training Club.

RECOMMENDATION

Move the Lease Agreement with the Columbia Basin Dog Training Club be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE COLUMBIA BASIN DOG TRAINING
CLUB**

WHEREAS, the Columbia Basin Dog Training Club will provide the Benton County Fairgrounds \$865.00 plus camping to hold a AKC Agility Trial at the Fairgrounds on March 14-15, 2009; and

WHEREAS, compensation potentially represents a greater then 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy Administrator recommends the Columbia Basin Dog Training Club Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Columbia Basin Dog Training Club shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Columbia Basin Dog Training Club.

Dated this _____ day of _____ 2009.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **December 1, 2008**

LEASE AGREEMENT NUMBER: **002.09**

EVENT DATE(S): **March 14-15, 2009**

NUMBER OF DAYS: **2**

BUILDING(S) / AREA: **Building 4, Central and South Lawn, and West RV**

LESSEE: **Columbia Basin Dog Training Club, a Washington Non-Profit Corporation**

MAILING ADDRESS: **2720 S 38th Ave., West Richland, WA 99353**

CONTACT: **Gene Spaulding, Treasurer; 948-6822**

CELLULAR PHONE: **Linda Kennedy; 509-438-0020**

TIME OF THE EVENT: **8:00 am – 7:00 pm each day**

TYPE OF EVENT: **AKC Agility Trial**

ESTIMATED ATTENDANCE: **150 each day**

SELLING TICKETS: YES NO **X**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Columbia Basin Dog Training Club, a Washington Non-Profit Corporation (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. **EVENT**

- a. AKC AGILITY TRIAL IN BUILDING 4, CENTRAL LAWN, SOUTH LAWN AND WEST RV ON MARCH 14-15, 2008, FROM 8:00 AM UNTIL 7:00 PM EACH DAY WITH AN ESTIMATED ATTENDANCE OF 150 EACH DAY, hereafter referred to as the EVENT.

- b. **LESSEE SHALL NOT PERMIT DOGS WHICH HAVE BEEN DESIGNATED BY ANY STATE, COUNTY OR LOCAL GOVERNMENTAL AGENCY AS "DANGEROUS DOGS" OR ITS SUBSTANTIAL EQUIVALENT, PURSUANT TO ANY STATE, COUNTY OR LOCAL LAW OR ORDINANCE TO BE ON LESSOR'S PREMISES AT ANY TIME. IF ANY DOGS PARTICIPATING IN THE TRAINING ARE DESIGNATED AS "POTENTIALLY DANGEROUS DOGS" OR ITS SUBSTANTIAL EQUIVALENT BY ANY STATE, COUNTY OR LOCAL GOVERNMENTAL ENTITY, THEN LESSEE SHALL REQUIRE THAT THE OWNER OF SUCH DOG PROVIDE PROOF OF COMPLIANCE WITH ANY REQUIREMENTS THEREOF. LESSEE IS RESPONSIBLE FOR CONDUCTING REASONABLE SCREENING TO DETERMINE WHETHER ANY DOGS PARTICIPATING IN TRAINING ARE DESIGNATED AS "DANGEROUS" OR "POTENTIALLY DANGEROUS." FAILURE TO IMPLEMENT OR UTILIZE SUCH A REASONABLE SCREENING SYSTEM SHALL CONSTITUTE A SUBSTANTIAL BREACH OF THIS AGREEMENT.**

2. **FACILITIES LEASED FOR THE EVENT**

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on March 13, 2009. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. **PAYMENTS**

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 865.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than February 26, 2009. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. A \$10.00 fee per day per tent/camper applies to units hooked up to water and electricity. A \$6.00 per day per tent/camper applies to units that do not hook up to water and electricity. LESSEE is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will be forfeited. IF THE REFUNDABLE PORTION OF THE DAMAGE/CLEANING DEPOSIT IS LESS THAN THE AMOUNT OF CAMPING FEES DUE, LESSEE REMAINS LIABLE FOR THE BALANCE OF THE CAMPING FEES. (Further details may be included in Exhibit A.)

5. CANCELLATION OF EVENT

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
 - 1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
 - 2. If the cancellation is made less than 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. CONCESSIONAIRES

- a. LESSEE and LESSOR agree that LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT. LESSOR is entitled to 0 of the revenues generated by such CONCESSIONAIRE(S).

- b. LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT on the following conditions:
 - 1. Any concessionaires shall be fully licensed under all applicable state and local laws to serve whatever food or beverage they intend to sell;
 - 2. Any concessionaires who serve food or drink other than alcoholic beverages must procure commercial general liability insurance, appropriate for the food service industry, which does not exclude any of the hazards common to vendors in the food service industry. Such policy must specifically insure against claims resulting from bodily injury, illness or death due to foodborne pathogens. The policy must have a minimum liability limit of \$1 million per person or incident with a general aggregate of \$2 million. Policies shall name Lessee, as well as Lessor, its officers, directors, its elected officials, agents and employees, as additional insureds.
 - 3. LESSEE shall ensure that all concessionaires have insurance policies as required herein, and must provide copies of certificates of insurance and the necessary endorsement pages to prove compliance with additional insured requirements, for said policies to LESSOR prior to the first date during which such concessionaires plan on doing business at the event. In the event that LESSEE fails to provide a certificate of insurance as required by this paragraph for any concessionaire planning to do business at the event, then that concessionaire shall be barred from doing business anywhere on fairgrounds property.
- c. Permitting unlicensed vendors or vendors who are not insured as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

7. NOVELTIES/SOUVENIRS

- a. LESSEE agrees to pay 0 of all novelty, souvenir and merchandise gross revenues (minus sales tax) to the LESSOR for the duration of the EVENT.
- b. LESSEE may sell novelty, souvenir and similar merchandise at the EVENT and may contract with vendors for this purpose, and may contract with such other vendors as it finds necessary to conduct the Event provided that any vendors doing business at the site of the Event must comply with the following requirements:
 - 1. All vendors must be licensed to conduct business as vendors selling whatever merchandise they plan on selling, or providing such equipment/services as they plan on providing pursuant to all state and local laws;
- c. Permitting unlicensed vendors as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

8. **DAMAGE / CLEANING DEPOSIT**

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED.** Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage.** Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.
- b. LESSEE shall ensure that all vendors and contractors for the EVENT are either covered by their own insurance policies, covered by a policy purchased through LESSOR specifically for this EVENT, or added as an additional insured on LESSEE'S policy in the following amounts:
1. If the vendor or contractor will be serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a **commercial general liability policy which does not exclude claims for food poisoning, and must have limits of one million dollars (\$1,000,000) per incident, and two million dollars (\$2,000,000) general aggregate.**
- c. *Policies sufficient to meet these requirements may be available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*

- d. LESSEE is responsible for enforcing the above stated insurance requirements and requiring written proof from the vendors and contractors. No later than ten (10) business days prior to the EVENT, LESSEE shall provide to LESSOR proof, in the form of unaltered ACORD insurance certificates, of insurance as required above. In the case of liquor liability and food poisoning coverage, the proof must also include applicable endorsements and/or copies of the exclusions pages to evidence that such coverage is afforded.
- e. **All insurance policies required by this section shall include move-in and move-out days, as well as the event days and shall indicate these dates on the insurance certificate.**
- f. All insurance policies required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- g. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- h. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- i. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. PERMITS

- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.
- b. LESSEE shall comply with all Federal, State and local laws, ordinances, rules and regulations. LESSEE acknowledges that all buildings, premises or structures located in or upon the leased premises are considered "public buildings" for purposes of RCW Chapter 70.160 that prohibits smoking in and around public places. LESSEE shall ensure that the security personnel retained pursuant to section 11 of this agreement are specifically instructed to enforce the provisions of RCW Chapter 70.160.

11. SECURITY

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). **Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID.** Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement. If the EVENT is terminated for these reasons; LESSEE forfeits all right to recover any payments paid to date.

12. SERVING ALCOHOL

- a. Alcoholic beverages shall not be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. NOISE CONTROL

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.

- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

14. TERMINATION OR AMENDMENT

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

15. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. These indemnification obligations shall specifically include indemnification for any fines, fees, penalties or costs incurred by LESSEE during the course of the event for violations of any law, ordinance or regulation including, but not limited to, Washington's law on Smoking in Public Places, RCW Chapter 70.160. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.
- b. In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, 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 LESSEE 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 LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE 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 LESSEE makes with any subcontractor or agent performing work hereunder.

16. FAIRGROUNDS CONTACT

a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff, Farrin, Jim and/or Denise 543-0060

b. This person(s) may be contacted for the following reasons:

1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
2. In the event of malfunction of services or equipment essential to the EVENT.

c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:

1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

17. POLICIES AND PROCEDURES

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Gene Spaulding, Treasurer (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Columbia Basin Dog Training Club to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

LESSEE: Columbia Basin Dog Training Club

BY: _____
Chairman of the Board

BY: _____

Date: 1/26/2009

Date: _____

Name: Gene H. Spaulding Jr

Title: Treasurer

Approved as to form:

BY: _____
Civil Deputy Prosecutor

**EXHIBIT A
FEES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES**

DAMAGE/CLEANING DEPOSIT

Refundable in approximately ten (10) business days after the EVENT, only if the building and/or rented area is completely clean, all garbage in dumpster(s), and tables and chairs re-stacked.

DEPOSIT TOTAL: \$ 250.00

BUILDING(S) AND/OR AREA(S) FEES

Building #4, Central and South Lawn, West RV

\$ 615.00 X 2 Days = \$ 615.00

Includes: Move-In Day – 3/13/08

BUILDING(S)/AREA TOTAL: \$ 615.00

EQUIPMENT RENTAL FEES

Included in Building Rate: Tables # 5 Chairs # 10

EQUIPMENT RENTAL TOTAL: \$ 0

LESSOR FURNISHED INSURANCE FEES

Lessee will provide.

INSURANCE TOTAL: \$ 0

SECURITY FEES

Lessee will provide.

SECURITY TOTAL: \$ 0

REFUSE DISPOSAL FEES

Bin Size	Number	Cost	Total
4 Yard Bin	1	Included	0

REFUSE TOTAL: \$ 0

CAMPING FEES:

\$ 10.00 per day/camper with hookups

\$ 6.00 per day/camper without hookups

Camping fees need to be collected by the Lessee and paid to BCF within 2 business days.

NAME: Columbia Basin Dog Training Club

EVENT DATE: March 14 – 15, 2009

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>615.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>Camping Fees</u>

TOTAL FEE: \$ 865.00
Plus Camping Fees

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement with Spokane County Community Services, Housing and Community Development Department	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

Spokane County would like to contract with the Department of Human Services (DHS) for the oversight and /or provision of services related to Housing Opportunity for Persons with Aids (HOPWA). Human Services will participate in the regional HOPWA project entitled Regionally Assisted Collaborative Housing Project (REACH) in Benton and Franklin Counties. The target population for these services are persons who are HIV+ or living with AIDS and are homeless or are experiencing a high risk of homelessness.

SUMMARY

Award: The maximum consideration for this agreement is \$50,304.62

Period: February 15, 2009 through December 31, 2009

Funding Source: Housing and Urban Development HOPWA Program

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Housing and Urban Development HOPWA Program. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing the Agreement between Human Services and Spokane County and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

IN THE MATTER OF EXECUTION OF A SERVICE AGREEMENT BETWEEN THE SPOKANE COUNTY COMMUNITY SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT AND BENTON AND FRANKLIN COUNITIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, Spokane County would like to contract with the Department of Human Services (DHS) for the oversight and /or provision of services related to Housing Opportunity for Persons with Aids (HOPWA) to persons who are HIV+ or living with AIDS and are homeless or are experiencing a high risk of homelessness; and

WHEREAS, These services shall commence on February 15, 2009 through December 31, 2009, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2009

Dated this . . . day of, 2009

Chair, Benton Co. Commissioners

Chair, Franklin Co. Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Franklin County, Benton County

Carey

j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: BITUMINOUS SURFACE TREATMENT
2009- CE 1908 PRES

WHEREAS, it is the intention of the Board of County Commissioners to upgrade various County roads by the application of a bituminous surface treatment; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for Bituminous Surface Treatment 2009.

Dated this 9th day of February, 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:BLT:dlh

RESOLUTION

K

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: : WEBBER CANYON ROAD - CE 1861 CRP

WHEREAS, by resolution dated January 26, 2009, award was made to Tapani Underground, Inc., Battle Ground, Washington for Webber Canyon Road (M.P. 1.25 to Dennis Road) - CE 1861 CRP; and

WHEREAS, the contract in the amount of \$989,035.25 has been executed by Tapani Underground, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract on behalf of Benton County.

Dated this 9th day of February, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

Return to: Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: COUNTY ROAD IMPROVEMENT DISTRICT (C.R.I.D.) #16, SPIRIT LANE, PROPERTY CONSOLIDATION, AMENDING RESOLUTION #09-066

WHEREAS, Resolution Number 09-066, filed under Auditor's Fee Number 2009-002166 stated "that the final assessment roll be amended and consolidation of Parcel Numbers 1-1688-301-2092-002 and 1-2188-301-2092-002 into one parcel number with its own assessment be approved.", and

WHEREAS, it should have stated "the final assessment roll be amended and consolidation of Parcel Numbers 1-1688-301-2092-002 and 1-2188-201-2092-002 into one parcel number with its own assessment be approved.", NOW, THEREFORE

BE IT RESOLVED that Resolution Number 09-066 be amended to show that Parcel Numbers 1-1688-301-2092-002 and 1-2188-201-2092-002 were consolidated into 1-1688-301-2092-006.

Dated this 9th day of February 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:SWB

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: E. R. & R. PURCHASE OF ONE (1) NEW 10,500 GALLON POLY STORAGE TANK

WHEREAS, resolution 08-132 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued at between \$2,500 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, written quotations for one (1) new 10,500 gallon poly storage tank were received from three vendors on the Benton County Vendor List; as follows:

G & R Ag Products, Inc., Pasco, WA 99301-0966	\$6,840.65
Ag Enterprise Supply, Inc., Cheney, WA 99004	\$7,550.00
Arrow Construction Supply, Inc., Spokane, WA 99211	\$10,871.35;

and

WHEREAS, the County Engineer recommends award of the business to G & R Ag Products, Inc., Pasco, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County ER&R with one (1) new 10,500 gallon poly storage tank be awarded to G & R Ag Products, Inc, Pasco, Washington, in the amount of \$6,840.65, and Washington State Sales Tax in the amount of \$567.77; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the purchase.

Dated this 9th day of February 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington
RBD:LJM:dlh



REMITTO:
P.O. Box 966
Pasco, WA 99301-0966

Pasco, WA 99301
(509) 545-5855 • FAX (509) 547-2163
www.gandragproducts.com



FROM

Pasco, WA 99301
(509) 545-5855 • FAX (509) 547-2163
www.gandragproducts.com

SHIP/TR/INVOICE NUMBER

02110 2002010-0000-02
509-786-5611

SHIP/TR/INVOICE NUMBER

2002010-0000-02

BILL TO: BENTON CO PUBLIC WORKS/KEN &
ROAD DEPT FOR KENNEWICK
PO BOX 1001
PROSSER WA 99350-0954

SHIP TO: BENTON CO PUBLIC WORKS
1709 S ELY
KENNEWICK WA 99336

CUSTOMER P.O. NO.

CUSTOMER P.O. NO.

QUOTATIONQUOTATION***QUOTATION***QUOTATION***QUOTATION***

SHIP/TR/INVOICE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
2002010-0000-02	240	01/29/09	255	01/29/09 10:18:25	

INSTRUCTIONS		FRT.	PAGE NO.
FAX 786-5627		B	1

QUANTITY		DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.					
1			"THANK YOU FOR YOUR ORDER" ***** EXPIRATION DATE: 02/28/09 *****			
1			SNY 533037 10500GAL VERTICAL POLY TANK HD/NAT	EA	6183.0000	6183.00
1			FF FREIGHT-IN 10500 TANK	EA	525.0000	525.00
1			BAN TF300 3" POLYPRO TANK FLANGE ASSY	EA	29.4560	29.46
1			BAN NIP300-SH 3" SHORT POLY PIPE NIPPLE	EA	8.0220	8.02
1			BAN V300FP 3" FULL PORT VALVE	EA	84.5400	84.54
1			BAN 300F MALE ADPT 3" MPT	EA	10.6315	10.63

CODE EXPLANATION →

- * STATE TAX APPLICABLE C - CONSIDER COMPLETE
- # - FED/OTHER TAX APPLICABLE D - DIRECT SHIPMENT
- + - STATE & FEDERAL TAX APPL F - FACTORY MINIMUM
- B - BALANCE BACK ORDERED H - RETURNED CYL

FREIGHT IN	FREIGHT OUT

SUB TOTAL	6,840.65
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	0.00
STATE TAX	567.77
PAYMENT REC'D	0.00

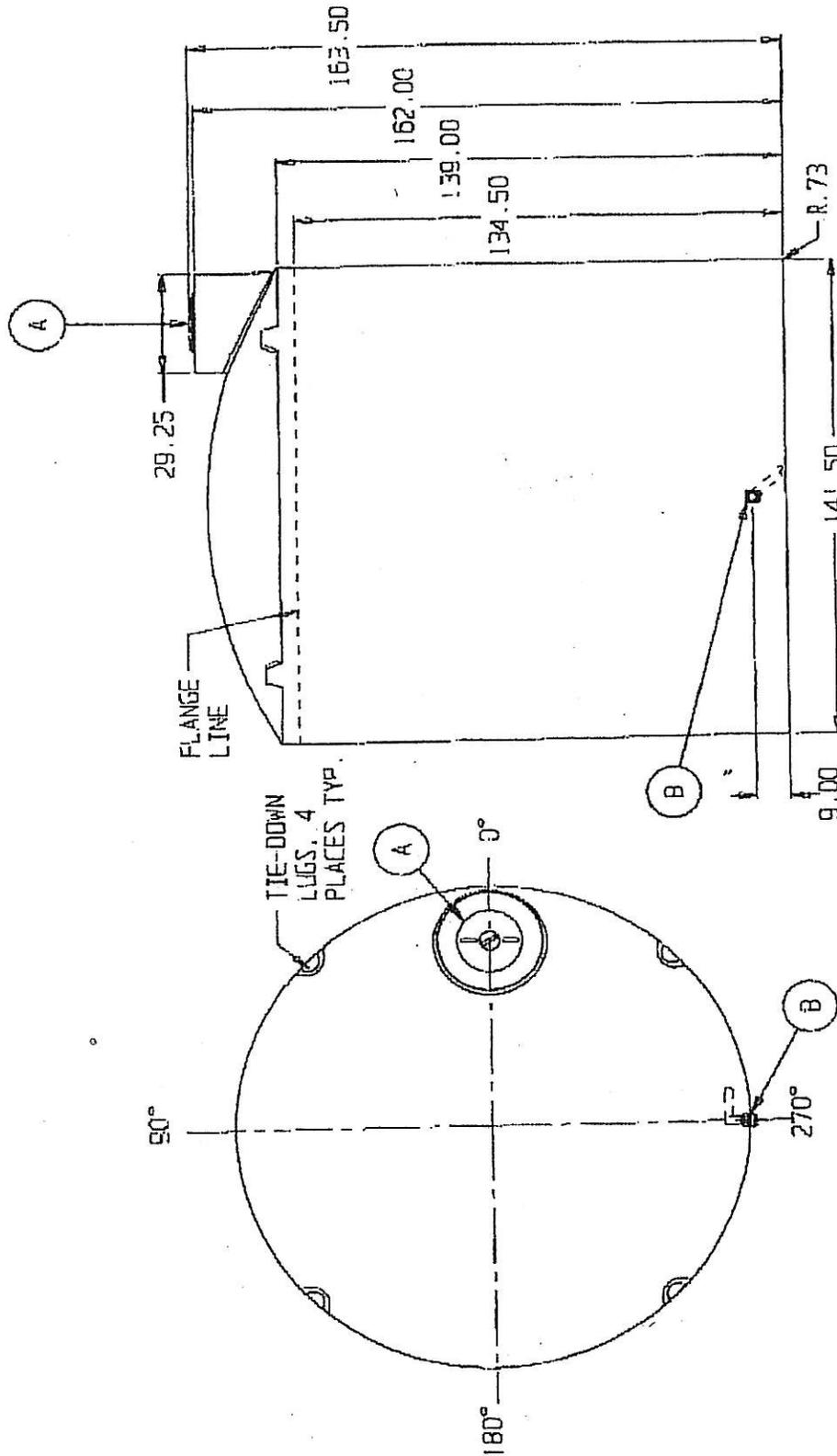
20% Restocking charge on all special orders

Signature _____

TOTAL AMOUNT DUE
7,408.42

SNYDER INDUSTRIES INC.

VAT Lee



1.5
12-5 185

STANDARD OUTLET SPECIFICATION * H *

- A. 18" PE THREADED-VENTED MANWAY W/15" ACCESS (P/N 34700087)
- B. 3" PP DBL FLANGED BOLTED FTG (BANJO #BF330) W/EPDM GASKETS & SS BOLTS (P/N 34100134)
- B. 3" PP DBL FLANGED BOLTED BANJO BTM DRAIN FTG W/EPDM GASKETS & SS BOLTS (P/N 34100117)

BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE

(All dimensions in inches)

PART # TANK: 53302001-- (C)

10,000 GALLON FLAT BOTTOM TANK

REF #: 00000

02/25/08

17005 W. SR 904 Cheney Wa. 99004
800-782-7786, or 509-235-2006
Fax 509-235-9331

**Ag Enterprise Supply
Inc.**

Quote

To: Lee Rawlings **From:** Eric Eilertson

Fax: 509-222-2304 **Pages:** 1

Phones: **Date:** 1/27/09

Re: Quote 10,500 **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

Lee,

Ag Enterprise Supply Inc. is please to quote you the following tank. One 10,500 gal poly tank, with dimensions of 142" x 177". It will include a 22" manway, 1-3" Banjo bolted fitting for filling, 1-2" bolted fitting for suction and 4 tie down points. The tank will hold material with a specific gravity of 1.7 and also a weight of 12.5lbs. per gallon. If you have any questions please don't hesitate to give us a call.

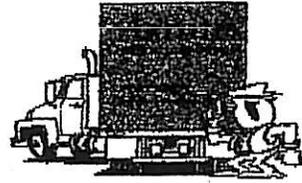
1- VT10500-2500 FOB Kennewick, WA

\$7550.00

Thank you,

Eric Eilertson

eilertson@agenterprise.com



Arrow Construction Supply, Inc.

P.O. Box 11133

Spokane, WA. 99211-1133

(509) 922-1206, FAX: (509)922-0156

Contact: RICK FULWILER

Material QUOTE ONLY

TO: Benton County

Attn: Lee Rawlins

FAX #: 509=222-2304

We are pleased to submit the following bid:

PROJECT: Poly Storage Tanks

LOCATION: FOB Spokane

D. : January 22, 2009

Item #	DESCRIPTION	UNIT PRICE	TOTAL
1	9800 gal. Poly storage tank w/ (1) stainless steel 3" valve	\$9788.10	9788.10
2	6960 gal. Poly storage tank w/ (1) 3" Banjo valve, (two tanks available)	\$4214.40	
3	3" stainless valve	\$325.25	
4	3" Banjo Valve (Poly)	\$108.00	
5	Freight to Kennewick	\$850.00	
Please note	9800 gallon tank has had product stored in it however is in new condition, 6960 gallon tanks are new		
Total			\$10,875.75

Price valid until

30 Days

Thank you for the opportunity to quote

Rick Fulwiler

BENTON COUNTY
SALARY REQUEST STATEMENT



REASON FOR REQUEST Completion of WA Equivalent POSITION Deputy

Scott Monds

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 2/01/2009

OFFICE/DEPARTMENT Sheriff Patrol

SALARY FROM \$4,481 TO \$4,694

Chris Taylor 1-28-09
ELECTED OFFICIAL/DEPARTMENT DIRECTOR
DATE

APPROVED _____
DENIED _____
CHAIRMAN _____
MEMBER _____
MEMBER _____
DATE _____

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS: Scott Monds experience and the fact he has completed the Washington state Law Enforcement Equivalency Academy warrants the next step in wages.

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: already in 2009 budget

AGGREGATE IMPACT: —

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

White--Personnel BCPERS 0014/95	Yellow--Payroll	Pink--Commissioners	Goldenrod--Department
------------------------------------	-----------------	---------------------	-----------------------



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXTENDING THE DEADLINE TO COMMENCE ASSESSMENT FORECLOSURE PROCEEDINGS ON COUNTY ROAD IMPROVEMENT DISTRICTS PURSUANT TO RCW 35.50.030.

WHEREAS, RCW 35.50.030 sets forth foreclosure procedures for local improvement assessments by cities and towns; and

WHEREAS, certain county assessments including road improvement district assessments, RCW 36.88.140, are to be foreclosed in the same manner as local improvement assessments for cities and towns; and

WHEREAS, RCW 35.50.030 provides that proceedings shall be commenced on or before March 1 of each year or on or before such other date as may be fixed by general ordinance; and

WHEREAS, the Benton County Treasurer would like to extend the deadline for commencing foreclosure proceedings from March 1 to June 15;

BE IT RESOLVED, that the deadline for commencing assessment foreclosure proceedings for all assessments foreclosed by the County pursuant to RCW 35.50.030 shall be June 15 instead of March 1.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

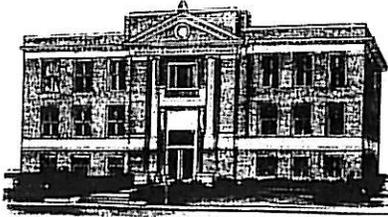
Member

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

Attest: _____
Clerk of the Board

Prepared by D. Davidson

CC: Treasurer, Auditor, Assessor



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.co.benton.wa.us/html/treasurer

February 3, 2009

Board of Benton County Commissioners
PO Box 190
Prosser, WA 99350

RE: Extending the deadline to commence CRID foreclosure proceedings. RCW 35.50.030

Dear Members of the Board:

Pursuant to RCW 35.50.030, the County Treasurer shall commence foreclosure proceedings for local improvement assessments by March 1 of each year or on or before such other date as may be fixed by general ordinance. The County Treasurer would like to extend the deadline for commencing CRID foreclosure proceedings from March 1 to June 15.

I request that the date for the 2009 commencement of foreclosure proceedings for all assessments foreclosed by the County pursuant to RCW 35.50.030 shall be June 15 instead of March 1.

Sincerely,

DUANE A. DAVIDSON, CPA
Benton County Treasurer

DAD:blb

CC: David Sparks, County Administrator
Loretta Smith Kelty, Deputy County Administrator

9:05

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 09 Feb 09	Execute Contract	Consent Agenda
Subject: Plymouth Water	Pass Resolution	Public Hearing
Memo Date: 04 Feb 09	Pass Ordinance	1st Discussion X
Prepared By: AJF	Pass Motion X	2nd Discussion
Reviewed By: LSK	Other	Other

SUMMARY

Benton County has been asked to act as a grant-receiving, "pass-through" agency on behalf of the Plymouth Water District for work on their water system plan.

BACKGROUND

The attached memorandum provided to me by Rural Community Assistance Corporation (RCAC) gives good background and detail on the proposal and the need.

RCAC (of Spokane) originally contacted Public Works in January about this project. After some discussion with the Public Works Director and the County Administrator, I took it because I have worked recently with the Washington Department of Community, Trade, and Economic Development (CTED) and similar type community development grants. The memo was provided by my RCAC contact, Jim Wilson, and I agree with how he has presented the issues and the situation.

Community Development Block Grants (CDBG) are generally utilized by cities, but there is nothing disallowing counties from receiving them for appropriate projects. Benton County has not applied for any CDBGs in recent years that I am aware of, nor have there been any plans to do so this year. Since, as the memo states, the Plymouth Water District is not eligible to directly receive a CDGB itself, the County is being asked to take and manage the grant on their behalf, with RCAC contracting as the consultant. If Commissioners give the go-ahead to participate in this project, RCAC will move ahead with the income survey described in the memo, and begin preparing the grant application [for us]. Assuming the likely outcome of the income survey, the grant application would then be submitted to CTED.

COUNTY ROLE & IMPACTS

I have discussed this plainly with Mr. Wilson, and I have informed him that we (I) have limited time and personnel resources. We have agreed between us that RCAC will be doing the work. The County would apply for the CBD Grant, but RCAC would prepare the package for us. There would then be minimal contract management type maintenance on our part – some signatures, invoicing, that sort of thing.

We did not discuss an "administrative fee" for the County, but I would pursue that if encouraged to do so. 2%-5% would seem reasonable.

There is no County cash role in this project – match, donation, fees, or otherwise.

RECOMMENDATION

This is a good role for the County and the Plymouth Water District needs some assistance. Staff has a good feeling about RCAC and believes all of the parties here can play well together. Recommendation is to work with the Water District and RCAC to apply for and administer the grant.

Memorandum

January 09, 2009

To: Adam Fyall, Benton County

From: Jim Wilson, RCAC- Valorie Potter, Plymouth Water District

Subject: Plymouth Water District – Community Development Block Grant (CDBG) Planning Grant application and Income Survey –Request for County Assistance

RCAC has been working with the Plymouth Water District (District) and the Washington State Dept of Health (DOH) on ways to assist Plymouth since April of 2008.

In April of 2008, the new board contacted USDA Rural Development which holds a loan with the District for past system improvements. The Rural Community Assistance Corporation (RCAC) provides technical assistance to small water and waste systems and was contacted by USDA to provide assistance to the District.

The DOH Division of Drinking Water has requested that Plymouth complete an update to their water system plan, which was last updated in 1978.

In February 2008, Andy Cervantes, a DOH Regional Engineer, conducted a sanitary survey of the District's water system. During the survey, Mr. Cervantes identified several system deficiencies. By September 2008, the deficiencies had not yet been corrected, which resulted in a Major Deficiencies Notice from the Department of Health. The deficiencies have since been corrected and approved by Mr. Cervantes, but on-going administrative and operational problems still exist.

Chris Collins a DOH Regional Planner, and Jon Galow, with the WA Dept of Community Trade and Economic Development (CTED), have suggested that the District pursue a Community Development Block Grant (CDBG) Planning-Only Grant in order fund the update to the water system plan.

In order to qualify the District for CDBG eligibility, an income survey is needed to determine the number of low to moderate income (LMI) persons living in the District's service area. Val Potter, the current appointed Board Chair, has requested the income survey to pursue this grant funding and has requested that the survey be done bilingually.

A new Water System Plan is expected to cost \$15-25K. The maximum planning grant available through the CDBG program is typically \$24,000, unless the community is facing a compliance issue.

Because Plymouth Water District cannot apply for or administer block grant funds directly, the District requests that Benton County apply on their behalf. We also understand that Benton County may only receive one CDBG Planning-Only Grant per year and, currently, the County has no plans to apply for a planning grant for itself or any other entities.

RCAC will work with and assist Benton County in applying for the CDBG Planning grant. We will begin conducting the income survey upon receiving notification from Benton County that they support this project and will apply on behalf of the Plymouth Water District if the results of the income survey indicate that the District's population is at least 51% low and moderate income.

The following details are provided on CDBG Planning only grants and is from the CTED-CDBG website.

CDBG-Planning Only Grant

- **Eligible Projects** Comprehensive plans, Infrastructure plans ,Feasibility studies, Community action plans, Low-income housing assessments
- **Eligible Applicants** Projects must principally benefit low- to moderate-income people in non-entitlement cities or towns with fewer than 50,000 people and Counties with fewer than 200,000 people
- **Funding Available** Grants for up to \$24,000 for a single jurisdiction and \$40,000 for multiple jurisdictions. Upper limits of \$35,000 for a single jurisdiction and \$50,000 for multiple jurisdictions for priority public health planning
- **How to Apply** Applications accepted beginning November 1, 2008 on a fund-available basis. Contact: Julie Baker , 360-725-3010, julieb@cted.wa.gov
- **Website** - <http://www.cted.wa.gov/site/314/default.aspx>