

AUGUST 17, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
August 10, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Personnel Manager Melina Wenner; Planning Manager Mike Shuttleworth; Steve Becken, Public Works; DPA Ryan Brown; Bob Woody, Central Services.

Approval of Minutes

The Minutes of August 3, 2009 were approved.

Consent Agenda

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

Auditor

- a. Letter to Washington State Auditor's Office

Commissioners

- b. Proclamation – Family Day, A Day to Eat Dinner w/Your Children
- c. Salary Request Statement
- d. City of Richland's Revitalization Area for Industry, Science & Education
- e. 2009 Organization of Benton County Commissioners; Rescinding Resolution 09-077

Facilities

- f. Authorization to Purchase HVAC Air Filters; Amending Resolution 09-494

Human Services

- g. Appointment of K Mills-George as County-Designated Mental Health Professional
- h. Contract Amendment, #07/09-SA-FSCCS-01, w/First Steps Community Counseling Services
- i. Contract Amendment, #07/09-SA-AFW-01, w/Advocates for Wellness
- j. Contract Amendment, #07/09-SA-KCS-01, w/Knowledge Counseling Services
- k. Contract Amendment, #07/09-SA-SCC-01, w/Somerset Counseling Center

- l. Contract Amendment, #07/09-SA-UCS-01, w/Unity Counseling Services
- m. Service Agreement w/Community, Trade and Economic Development

Juvenile

- n. Truancy Contract w/Kennewick School District
- o. Personal Service Contract w/M Henry, MS
- p. Personal Service Contract w/R Cornish, Ph.D.
- q. Personal Service Contract w/M Cummings

Parks

- r. Authorization to Purchase of Backhoe Attachment

Public Works

- s. Award of Purchase of 130 Grader Blade Cutting Edges
- t. Examination of Financial Activities of Drainage Improvement District No. 10

Other Business

Commissioner Bowman commented on a job well done by the Commissioners' staff in processing a special permit application for Col Solare.

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

SPV 09-02 – Continued Public Hearing

Mike Shuttleworth said the Applicant had requested an extension of time to allow the Applicant to gather adequate information regarding the short plat application.

MOTION: Commissioner Bowman moved to continue the public hearing to October 12, 2009 at 9:05 a.m. in the Commissioner Board Room, Benton County Courthouse. Commissioner Beaver seconded and upon vote, the motion carried.

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

Executive Session – Pending Litigation

The Board went into executive session at 9:15 a.m. with DPA Ryan Brown for approximately 15 minutes to discuss pending litigation. Also present were Melina Wenner, Loretta Smith Kelty, Mike Shuttleworth, David Sparks, and Cami McKenzie. The Board came out of executive session at 9:28 a.m. Mr. Brown announced that no decisions were made but direction was given.

Other Business

Budget Workshops

Commissioner Beaver suggested that any requests by Department Directors or Elected Officials to meet with the Board regarding the 2010 budget be scheduled through David Sparks. The Board agreed.

Property Issue – Lorayne J Ranch

Lisa Small presented the history on the Lorayne J Ranch property and the County owned ten-foot parcel (walking path and trail). She said the most recent request by a landowner was to have Benton County remove some weeds between his fence and another property owner's fence (an approximate 12-inch strip that is located within the County's property line). However, he would not give the County access to complete that request.

Ms. Small presented some options to resolve the ongoing issues with the parcel strips and requested the Board give some direction. Additionally, Kathleen Galiato (via videoconference) said she had not been able to fully research the issue, but said it would best if each landowner could control their portion of the land and suggested someone start knocking on doors to advise the landowners of options, as opposed to sending a letter regarding vacation of the riding trails.

Ms. Small reminded the Board it would need 100% participation from the landowners to vacate the riding trails, remove the wording and sell the parcels back to the landowners.

The Board agreed to move forward with the petition process as the first step and Commissioner Benitz and Mike Shuttleworth would begin the process of talking to the neighbors.

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

Mosquito Control Update

Angela Balint, manager for Mosquito Control District #1, updated the Board on its recent activities including community events, public education, treatment of standing water, and aerial spraying this year. She discussed the positive findings of West Nile virus in Benton County and that they had built up an emergency "West Nile" fund to prepare for years like this. She asked the Board to continue to support the taxes that fund the Mosquito Control District.

Other Business

Unscheduled Visitors

Brad Taylor said his handicapped daughter used the Dial A Ride program in Prosser and he requested the Board as a unit support the program and oppose the removal of the Dial A Ride program in Prosser. He said the residents passed the special tax just for these services and it was greatly needed.

Commissioner Bowman said the Transit Board was working on the budget and looking at cutting services that would have the least impact on riders and the most impact on budget. He said he appreciated Mr. Taylor coming forward to the Board.

Vouchers

Check Date: 08/05/2009
Taxes #: 10109081-10109083
Warrant #: 930143-930180
Total all funds: \$1,793,873.56

Check Date: 08/05/2009
Warrant #: 224625-224788
Direct Deposit #: 46181-46753
Total all funds: \$2,072,225.00

Check Date: 08/07/2009
Warrant #: 930213-930389
Total all funds: \$430,528.43

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

Resolutions

- 09-508 Proclamation – Family Day, A Day to Eat Dinner w/Your Children
- 09-509 City of Richland's Revitalization Area for Industry, Science & Education
- 09-510 2009 Organization of Benton County Commissioners; Rescinding Resolution 09-077
- 09-511 Authorization to Purchase HVAC Air Filters; Amending Resolution 09-494
- 09-512 Appointment of K Mills-George as County-Designated Mental Health Professional
- 09-513 Contract Amendment, #07/09-SA-FSCCS-01, w/First Steps Community Counseling Services
- 09-514 Contract Amendment, #07/09-SA-AFW-01, w/Advocates for Wellness
- 09-515 Contract Amendment, #07/09-SA-KCS-01, w/Knowledge Counseling Services
- 09-516 Contract Amendment, #07/09-SA-SCC-01, w/Somerset Counseling Center
- 09-517 Contract Amendment, #07/09-SA-UCS-01, w/Unity Counseling Services
- 09-518 Service Agreement w/Community, Trade and Economic Development
- 09-519 Truancy Contract w/Kennewick School District
- 09-520 Personal Service Contract w/M Henry, MS
- 09-521 Personal Service Contract w/R Cornish, Ph.D.
- 09-522 Personal Service Contract w/M Cummings
- 09-523 Authorization to Purchase of Backhoe Attachment
- 09-524 Award of Purchase of 130 Grader Blade Cutting Edges
- 09-525 Examination of Financial Activities of Drainage Improvement District No. 10

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

Clerk of the Board

Chairman

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Monday, August 17, 2009
Benton County Courthouse, Prosser, WA

9:00 AM Call to Order
Approval of Minutes
Review Agenda

CONSENT AGENDA

Human Services

- a. Agreement Amendment w/ Nueva Esperanza Counseling Center - Crisis Stabilization Beds
- b. Agreement Amendment w/Nueva Esperanza Counseling Center - Substance Abuse Treatment
- c. Agreement Amendment w/Division of Alcohol & Substance Abuse

Juvenile

- d. Interagency Agreement for BECCA Programs & Services

Public Works

- e. Contract Award – Webber Canyon Road Phase 2
- f. Contract Award – Pavement Marking 2009

9:05 AM Office of Public Defense Update – E Hsu

9:25 AM Dog Control Proposal – Sheriff Taylor

9:55 AM Animal Control Ordinance – A Fyall

10:10 AM Tiger Grant Application – S Becken

10:20 AM Consolidated Crisis Response Facility – Comnr. Beaver

10:25 AM Discussion on Exempt Well Restrictions – Comnr. Benitz

10:30 AM Kennewick Southridge Revitalization Area – D Sparks

10:45 AM a. Other Business
b. Unscheduled Visitors

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY *a.*

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/09-DIV-NECC-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Nueva Esperanza Counseling Center for eight crisis stabilization beds. This amendment would extend the original agreement three months.

SUMMARY

Award: Consideration shall be fee for service
Period: July 1, 2007 to September 30, 2009
Funding Source: Greater Columbia Behavioral Health

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 Greater Columbia Behavioral Health. **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 Amendment #09/09-DIV-NECC-01 with Nueva Esperanza Counseling Center 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 AMENDMENT #09/09-DIV-NECC-01 BETWEEN
NUEVA ESPERANZA COUNSELING CENTER AND BENTON AND FRANKLIN
COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

WHEREAS, It is the purpose of this Amendment is to extend the current Agreement three months. The Agreement provides eight (8) crisis stabilization beds within the Benton and Franklin County service area, for Medicaid or Non-Medicaid enrolled individuals who are 18 years of age or older and meet the criteria for chronically and acutely mentally ill. Length of stay shall be no longer than fourteen (14) days, unless an exception of granted by the counties; and

WHEREAS, the consideration of the Amendment is fee for service, and

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

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

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #09/09-DIV-NECC-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2009

Dated this . . . day of, 2009

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY **b**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-SA-NECC-02	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Nueva Esperanza Counseling Center for substance abuse treatment services for the 2007-09 biennium. This amendment would extend the original agreement three months.

SUMMARY

Award: Consideration shall be fee for service
Period: July 1, 2007 to September 30, 2009
Funding Source: Division of Alcohol and Substance Abuse

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 Division of Alcohol and Substance Abuse. **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 Amendment #07/09-SA-NECC-01 with Nueva Esperanza Counseling Center 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 AMENDMENT #07/09-SA-NECC-02 BETWEEN
NUEVA ESPERANZA COUNSELING CENTER AND BENTON AND FRANKLIN
COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

WHEREAS, It is the purpose of this Amendment is to extend the current Agreement three months. All other provisions set out in the underlying Agreement remain in full force and effect; and

WHEREAS, the consideration of the Amendment is fee for service, and

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

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

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

Dated this . . . day of, 2009

Dated this . . . day of, 2009

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

Carey

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0763-20235-04 with the Division of Alcohol and Substance Abuse	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services has an agreement with the Division of Alcohol and Substance Abuse (DASA) to provide treatment services to clients. DASA is decreasing the total amount by \$17,000.00. This decrease includes services to the State Innovative Criminal Justice Treatment Account (CJTA).

SUMMARY

Award: Decrease \$17,000.00 for a maximum consideration of \$4,645,617.00.
Period: June 17, 2009, 2009 through June 30, 2009.
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Division of Alcohol and Substance Abuse and the US Department of Justice. **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 Amendment #0763-20235-04 with the Division of Alcohol and Substance Abuse and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution # _____

Franklin County Resolution # _____

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

IN THE MATTER OF EXECUTION OF AN AMENDMENT TO DECREASE THE TOTAL AMOUNT IN THE AGREEMENT FOR PROVIDING SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DIVISION OF ALCOHOL AND SUBSTANCE ABUSE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, AGREEMENT #0763-20235-04

WHEREAS, the Division of Alcohol and Substance Abuse would like to amend the original agreement with the Department of Human Services to decrease contract amounts for, Innovative Criminal Justice Treatment Act (CJTA); and

WHEREAS, the amendment decreases the contract by \$17,000.00 to a maximum consideration of \$4,645,617.00 and

WHEREAS, the amendment is effective June 17, 2009 through June 30, 2009, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairman of each County is hereby authorized to sign the amendment on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2009.

Dated this . . . day of, 2009.

Chair

Chair

Chair Pro-tem

Chair Pro-tem

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

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

Attest _____
Clerk of the Board

Attest _____
Clerk of the Board

d.

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 08-17-09 F/C 08-24-09	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Resolution Authorizing Signature on Agreement with AOC for Becca Programs	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Benton/Franklin Counties Juvenile Justice Center has received the contract from the State of Washington, Administrative Office of the Courts, to provide Becca services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2009, through June 30, 2011.

SUMMARY

The contract amount for July 1, 2009, through June 30, 2011, is \$697,828.00.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Interagency Agreement IAA10160, for BECCA services, as written.

FISCAL IMPACT

This is a Fee for Service contract whereby we are reimbursed for services rendered.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the interagency agreement with the State of Washington, Administrative Office of the Courts for the BECCA program.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT IAA10160 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA10160 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2009 and terminating on June 30, 2011, NOW, THEREFORE

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

DATED this 17th day of August 2009.

DATED this 24th day of August 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

INTERAGENCY AGREEMENT IAA10160
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON/FRANKLIN JUVENILE COURT

THIS CONTRACT is entered into by and between the Administrative Office of the Courts ("AOC") and Benton/Franklin Juvenile Court ("Contractor").

PURPOSE

The purpose of this contract is to engage the services of the Contractor to process Becca Bill programs and services within its jurisdiction.

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor will handle Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW).

The Contractor shall submit biannual Becca Bill summary reports to AOC which shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

1. CHINS petitions;
2. ARY petitions; and,
3. Truancy petitions.
4. The required format of the report is attached as Exhibit A and is incorporated herein.

Biannual reports are due as follows:

Period	Report Due
07/01/09 - 12/31/09	01/10/10
01/01/10 - 06/30/10	07/10/10
07/01/10 - 12/31/10	01/10/11
01/01/11 - 06/30/11	07/10/11

PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2009 through June 30, 2011, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$697,828.00 for costs incurred during the contract period. A maximum of 50% of this amount will be allotted for expenditure during each fiscal year. Payment for satisfactory performance of the work shall not exceed these amounts unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.
- b. Contractor shall receive payment for its actual costs associated with the processing of CHINS, ARY and Truancy petitions.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoices and Becca Reimbursement Detail reports (see Exhibit B) are received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41170, Olympia, WA 98504. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of expenses under this agreement.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca Bill programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

- a. Background Check/Criminal History. In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile.

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

- b. Sexual Offenses. Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION

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

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given

the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

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

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Contractor Program Manager
Regina McDougall	Sharon Paradis
PO Box 41170	5606 W Canal Dr, Suite 106
Olympia, WA 98504-1170	Kennewick, WA 99336-1300
360 705-5337	509-736-2724
Regina.McDougall@courts.wa.gov	sharon_paradis@co.benton.wa.us

ENTIRE AGREEMENT

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

AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

BENTON/FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

Dirk Marler, Director
Judicial Services Division



Sharon A. Paradis
Juvenile Court Administrator

Date _____

Date 8/11/09

Benton County Approval	Franklin County Approval
Approved as to Form:	Approved as to Form:
	<u>Agreed Review Performed by Benton County</u>
Sarah Perry, Civil Deputy Prosecuting Attorney Date	Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Max E. Benitz</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

e.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: WEBBER CANYON ROAD PHASE 2 - CE 1917 CRP

WHEREAS, by resolution dated June 15, 2009, the Public Works Manager was authorized to schedule a bid call for Webber Canyon Road Phase 2 - CE 1917 CRP; and

WHEREAS, bids were received on August 4, 2009, as shown on the attached bid tabulation; and

WHEREAS, the lowest bid was received from A & B Asphalt, Inc., Benton City, Washington; and

WHEREAS, the Public Works Manager hereby recommends that the contract be awarded to A & B Asphalt, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for Webber Canyon Road Phase 2 - CE 1917 CRP be awarded to A & B Asphalt, Inc., Benton City, Washington, in the amount of \$887,499.69.

Dated this 17th day of August, 2009.

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

SWB:LJM:slc

PROJECT: CE 1917 CRP - WEBBER CANYON ROAD PHASE 2 - KIONA ROADS										ENGINEER'S ESTIMATE	
LOCATION: BENTON COUNTY										JOHANSEN EXCAVATING, INC.	
LET BY: BOARD OF COUNTY COMMISSIONERS										P O Box 674	
DATE: August 4, 2009; 10:30 a.m., Local Time										Buckley, WA 98321	
TAPANI UNDERGRO INC.										MOUNTAIN WEST CONSTRUCTION, LLC.	
P O Box 1900										713 Bay Street, Suite 205	
Battle Ground, WA 98604										Port Orchard, WA 98366	
ROTSCHY, INC.										ESTIMATE	
9210 NE 62nd Avenue											
Vancouver, WA 98685											
B & B ASPHALT, INC.											
P O Box 5280											
Benton City, WA											
99320-5280											
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.		24,405.00	Lump Sum	94,000.00	Lump Sum	98,000.00	Lump Sum	52,910.00
2	CLEARING AND GRUBBING REMOVAL OF STRUCTURES AND OBSTRUCTION	5.39	ACRE	1,000.00	5,390.00	Lump Sum	4,851.00	Lump Sum	2,984.50	Lump Sum	18,918.90
3	REMOVE EXISTING ROADWAY	Lump Sum	L.S.		5,000.00	Lump Sum	1,500.00	Lump Sum	3,000.00	Lump Sum	9,950.00
4	ROADWAY EXCAVATION INCLUDING HAUL	30,825	C.Y.	2.00	61,650.00	Lump Sum	7,000.00	Lump Sum	13,500.00	Lump Sum	10,100.00
5	ROADWAY EXCAVATION INCLUDING HAUL AREA A	1,205	C.Y.	17.51	21,099.55	Lump Sum	123,300.00	Lump Sum	138,712.50	Lump Sum	121,450.50
6	ROADWAY EXCAVATION INCLUDING HAUL AREA B	5,750	C.Y.	4.22	24,265.00	Lump Sum	8,435.00	Lump Sum	9,640.00	Lump Sum	12,532.00
7	EMBANKMENT COMPACTION	6,260	C.Y.	1.32	8,263.20	Lump Sum	23,000.00	Lump Sum	21,582.50	Lump Sum	28,347.50
8	QUARRY SPALLS SCHEDULE "A"	7	TON	30.00	210.00	Lump Sum	12,520.00	Lump Sum	10,329.00	Lump Sum	39,438.00
9	CULVERT PIPE 12 INCH DIAMETER SCHEDULE "A"	380	L.F.	23.00	8,740.00	Lump Sum	350.00	Lump Sum	175.00	Lump Sum	343.00
10	CULVERT PIPE 18 INCH DIAMETER SCHEDULE "A"	224	L.F.	27.00	6,048.00	Lump Sum	7,600.00	Lump Sum	5,700.00	Lump Sum	8,569.00
11	CATCH BASIN TYPE 1	10	EA	800.00	8,000.00	Lump Sum	6,495.00	Lump Sum	5,152.00	Lump Sum	7,044.80
12	CATCH BASIN TYPE 1L	2	EA	1,050.00	2,100.00	Lump Sum	9,000.00	Lump Sum	1,000.00	Lump Sum	14,040.00
13	CATCH BASIN TYPE 2	10	EA	1,675.00	16,750.00	Lump Sum	2,000.00	Lump Sum	2,000.00	Lump Sum	3,910.00
14	TESTING STORM SEWER PIPE SCHEDULE "A"	2,212	L.F.	2.00	4,424.00	Lump Sum	18,000.00	Lump Sum	17,000.00	Lump Sum	30,950.00
15	STORM SEWER PIPE 12 INCH DIAMETER SCHEDULE "A"	1,400	L.F.	22.00	30,976.00	Lump Sum	4,424.00	Lump Sum	2,212.00	Lump Sum	2,433.20
16	STORM SEWER PIPE 18 INCH DIAMETER SCHEDULE "A"	804	L.F.	29.00	23,316.00	Lump Sum	28,160.00	Lump Sum	23,936.00	Lump Sum	19,712.00
17	PIER ENCASMENT	Lump Sum	L.S.		130,500.00	Lump Sum	63,000.00	Lump Sum	19,296.00	Lump Sum	24,361.20
18	CRUSHED SURFACING BASE COURSE	6,765	TON	9.00	60,885.00	Lump Sum	74,415.00	Lump Sum	75,000.00	Lump Sum	101,415.00
19	CRUSHED SURFACING TOP COURSE HMA FOR PRELEVEL CLASS 1/2 INCH PG 70-28	2,380	TON	10.28	24,466.40	Lump Sum	26,180.00	Lump Sum	36,295.00	Lump Sum	67,311.75
20	HMA CLASS 1/2 INCH PG 70-28	2,660	TON	66.50	176,890.00	Lump Sum	14,800.00	Lump Sum	15,600.00	Lump Sum	16,000.00
21	ESC LEAD	15	DAY	195.00	2,925.00	Lump Sum	183,540.00	Lump Sum	207,480.00	Lump Sum	195,616.40
22	CSTC FOR SLOPE PROTECTION	2,550	TON	13.29	33,889.50	Lump Sum	2,325.00	Lump Sum	375.00	Lump Sum	975.00
23	SEEDING, FERTILIZING, AND MULCHING	7.86	ACRE	1,412.11	11,099.18	Lump Sum	51,000.00	Lump Sum	30,600.00	Lump Sum	51,510.00
24	EROSION/WATER POLLUTION CONTROL	6,000	EST.		6,000.00	Lump Sum	13,362.00	Lump Sum	14,541.00	Lump Sum	12,025.80
25						Estimate	6,000.00	Estimate	6,000.00	Estimate	6,000.00
26						Estimate	6,000.00	Estimate	6,000.00	Estimate	6,000.00

PROJECT: CE 1620 GRP - WEBBER CANYON ROAD										B & ASPHALT, INC.			ROTSCHY, INC.			TAPANI UNDERGROU INC.			MOUNTAIN WEST CONSTRUCTION, LLC.			JOHANSEN EXCAVATING, INC.			ENGINEER'S ESTIMATE		
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT 12.13	BID AMOUNT	UNIT 50	BID AMOUNT	UNIT 50	BID AMOUNT	UNIT 50	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
27	SPCC PLAN	Lump Sum	L.S.		350.00	Lump Sum	500.00	Lump Sum	400.00	Lump Sum	2,530.00	Lump Sum	1,000.00	Lump Sum	1,000.00	Lump Sum	1,000.00	Lump Sum	1,000.00	Lump Sum	1,000.00	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00
28	DELETED ITEM				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
29	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	1,995	L.F.	6.80	13,565.00	7.00	13,965.00	10.00	19,950.00	7.50	14,962.50	10.00	19,950.00	10.00	19,950.00	10.00	19,950.00	10.00	19,950.00	10.00	19,950.00	20.00	39,900.00	20.00	39,900.00	20.00	39,900.00
30	PAINT LINE	6,985	L.F.	0.21	1,468.95	0.25	1,748.75	0.15	1,049.25	0.18	1,259.10	0.20	1,399.00	0.20	1,399.00	0.20	1,399.00	0.20	1,399.00	0.20	1,399.00	0.20	1,399.00	0.20	1,399.00	0.20	1,399.00
31	PERMANENT SIGNING	Lump Sum	L.S.		6,500.00	Lump Sum	6,000.00	Lump Sum	5,600.00	Lump Sum	7,165.00	Lump Sum	5,800.00	Lump Sum	5,800.00	Lump Sum	5,800.00	Lump Sum	5,800.00	Lump Sum	5,800.00	Lump Sum	5,800.00	Lump Sum	5,800.00	Lump Sum	5,800.00
32	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.		9,980.00	Lump Sum	17,000.00	Lump Sum	15,500.00	Lump Sum	46,240.00	Lump Sum	30,000.00	Lump Sum	30,000.00	Lump Sum	30,000.00	Lump Sum	30,000.00	Lump Sum	30,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00
33	CONSTRUCTION SIGNS CLASS A	252	S.F.	14.00	3,528.00	10.00	2,520.00	15.00	3,760.00	10.75	2,709.00	15.00	3,760.00	15.00	3,760.00	15.00	3,760.00	15.00	3,760.00	15.00	3,760.00	18.00	4,536.00	18.00	4,536.00	18.00	4,536.00
34	STRUCTURE EXCAVATION CLASS B INCLUDING HAUL SHORING OR EXTRA EXCAVATION CLASS B	2,126	C.Y.	3.50	7,441.00	1.50	3,189.00	3.50	7,441.00	6.00	12,926.00	0.10	1,323.90	0.10	1,323.90	0.10	1,323.90	0.10	1,323.90	0.10	1,323.90	0.10	1,323.90	0.75	9,929.25	0.75	9,929.25
35	CEMENT CONCRETE SIDEWALK	443	S.F.	3.25	1,439.75	15.00	6,645.00	6.00	2,668.00	3.60	1,584.00	3.60	1,584.00	4.00	1,772.00	4.00	1,772.00	4.00	1,772.00	4.00	1,772.00	4.00	1,772.00	30.00	13,290.00	30.00	13,290.00
36	CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE 1	215	S.Y.	30.15	6,482.25	40.00	8,600.00	45.00	9,675.00	33.40	7,181.00	45.00	9,675.00	45.00	9,675.00	45.00	9,675.00	45.00	9,675.00	45.00	9,675.00	40.00	8,600.00	40.00	8,600.00	40.00	8,600.00
37	CEMENT CONCRETE SIDEWALK RAMP TYPE 2	3	EA	600.00	1,800.00	600.00	1,800.00	1,050.00	3,150.00	665.00	1,995.00	665.00	1,995.00	1,300.00	3,900.00	1,300.00	3,900.00	1,300.00	3,900.00	1,300.00	3,900.00	600.00	1,800.00	600.00	1,800.00	600.00	1,800.00
38	CONCRETE SLOPE PROTECTION	Lump Sum	L.S.		41,000.00	Lump Sum	12,000.00	Lump Sum	11,500.00	Lump Sum	27,560.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	1,500.00	Lump Sum	1,500.00	Lump Sum	1,500.00
39	CHAIN LINK FENCE TYPE 4 END, GATE, AND PULL POST FOR CHAIN LINK FENCE	637	L.F.	12.73	8,109.01	13.00	8,281.00	12.50	7,962.50	14.00	8,918.00	14.00	8,918.00	14.00	8,918.00	14.00	8,918.00	14.00	8,918.00	14.00	8,918.00	15.00	9,555.00	15.00	9,555.00	15.00	9,555.00
40	SINGLE 6FT CHAIN LINK GATE	2	EA	152.00	304.00	39.00	624.00	100.00	1,600.00	42.00	672.00	100.00	1,600.00	50.00	800.00	50.00	800.00	50.00	800.00	50.00	800.00	300.00	4,800.00	300.00	4,800.00	300.00	4,800.00
41	DOUBLE 14FT CHAIN LINK GATE	1	EA	240.00	240.00	150.00	300.00	675.00	1,350.00	170.00	340.00	675.00	1,350.00	200.00	400.00	200.00	400.00	200.00	400.00	200.00	400.00	1,000.00	2,000.00	1,000.00	2,000.00	1,000.00	2,000.00
42	DECOMMISSION EXISTING WELL	Lump Sum	L.S.		1,500.00	Lump Sum	3,100.00	Lump Sum	3,100.00	Lump Sum	5,530.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	1,500.00	Lump Sum	1,500.00	Lump Sum	1,500.00
43	ROADSIDE CLEANUP	2,500	EST.	Estimate	2,500.00	Estimate	2,500.00	Estimate	2,500.00	Estimate	2,500.00	Estimate	2,500.00	Estimate	2,500.00	Estimate	2,500.00	Estimate	2,500.00	Estimate	2,500.00	Estimate	7,500.00	Estimate	7,500.00	Estimate	7,500.00
44	TRIMMING AND CLEANUP	Lump Sum	L.S.		3,500.00	Lump Sum	3,500.00	Lump Sum	2,500.00	Lump Sum	12,000.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	3,200.00	Lump Sum	2,500.00	Estimate	2,500.00	Estimate	2,500.00
45	MAILBOX SUPPORT TYPE 1	2	EA	500.00	1,000.00	160.00	360.00	200.00	400.00	240.00	480.00	200.00	400.00	200.00	400.00	200.00	400.00	200.00	400.00	200.00	400.00	300.00	600.00	300.00	600.00	300.00	600.00
46	MAILBOX SUPPORT TYPE 2	3	EA	500.00	1,500.00	350.00	1,050.00	300.00	900.00	565.00	1,695.00	300.00	900.00	500.00	1,500.00	500.00	1,500.00	500.00	1,500.00	500.00	1,500.00	400.00	1,200.00	400.00	1,200.00	400.00	1,200.00
47	MINOR CHANGE	(9.00)	EST.	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)	Estimate	(9.00)
48	ROADWAY SURVEYING	Lump Sum	L.S.		25,250.00	Lump Sum	20,000.00	Lump Sum	25,000.00	Lump Sum	27,395.00	Lump Sum	25,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00	Lump Sum	25,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00	Lump Sum	15,000.00
49																											
50																											
TOTAL BID										\$887,499.69			\$923,017.65			\$986,140.75			\$1,070,129.43			\$1,252,487.90			\$1,186,127.25		

f.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AWARDING BID FOR C.E. 1924 SMP
- PAVEMENT MARKING- 2009

WHEREAS, bids for C.E. 1924 SMP - PAVEMENT MARKING- 2009 were received and
opened on August 10, 2009; and

WHEREAS, bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by Stripe Rite, Inc., Sumner, Washington; and

WHEREAS, the County Engineer recommends award of the bid to Stripe Rite, Inc.;
NOW, THEREFORE,

BE IT RESOLVED that the contract for C.E. 1924 SMP – PAVEMENT MARKING
2009 be awarded to Stripe Rite, Inc., , Washington in the amount of \$223,995.00.

Dated this 17th day of August, 2009.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

PROJECT: CE 1924 SMP - PAVEMENT MARKING 2009
LOCATION: BENTON COUNTY
LET BY: BOARD OF COUNTY COMMISSIONERS
DATE: August 10, 2009; 2:00 p.m., Local Time

STRIPE RITE, INC.
 1813 137th Avenue East
 Sumner, WA 98390

ROAD RUNNER STRIPING CO.
 10611 Canyon Road East,
 Suite 122
 Puyallup, WA 98373

ENGINEER'S ESTIMATE

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	CENTERLINE SKIP YELLOW	305	Linear Miles	125.00	38,125.00	244.00	74,420.00	135.00	41,175.00
2	PAVEMENT EDGELINE SOLID WHITE	419	Linear Miles	265.00	111,035.00	500.00	209,500.00	250.00	104,750.00
3	NO PASS SOLID YELLOW	292	Linear Miles	255.00	74,460.00	800.00	233,600.00	250.00	73,000.00
4	S P C C PLAN	Lump Sum	L.S.	Lump Sum	375.00	Lump Sum	1,000.00	Lump Sum	600.00
TOTAL BID					223,995.00		518,520.00		219,525.00

9:05

BENTON & FRANKLIN COUNTIES
OFFICE OF PUBLIC DEFENSE

7122 W Okanogan Place, Bldg. A

Kennewick, WA 99336

PHONE (509) 222-3700

FAX (509) 222-3717

Eric Hsu
Indigent Defense Coordinator
Eric.Hsu@co.benton.wa.us

PRIORITIES AND PLANNING
2009 Q2 Update to Commissioners

TOP PRIORITIES

1. Ensure indigent defendants continue to receive quality representation at all stages of proceedings against them that may result in their incarceration.
2. Foster complete fiscal responsibility.

Issues related to representation

1. WSBA Standards and ordinance. The Washington State Bar has adopted standards relating to various aspects of indigent defense that State OPD has mandated. We are not only required to meet these standards by State law, but the same law (RCW chapter 10.101) also requires that we adopt a local ordinance or comprehensive resolution that addresses compliance with these standards.

WSBA Standards that are of particular importance in addressing over the next few months include:

- Case load maximums (need reliable means of determining these on a real-time basis)
- Attorney qualifications for various types and seriousness of cases
- Ensuring the availability of quality investigators
- Training

Action plan related to WSBA Standards:

- a) *Draft, propose and implement a comprehensive indigent defense ordinance by June, 2009*

- b) *Start planning for more involvement by this office in the appointment of attorneys to cases. This would facilitate a number of important things: 1) appropriate assignment of cases based on attorney skill and complexity of case; 2) effective and proactive case load management and forecasting; 3) proper distribution of cases so as to reduce likelihood of overburdening and accompanying quality related issues. The eventuality envisioned by many stakeholders is that this office may take full responsibility for appointing altogether. Of course this raises issues related to workspace usability and may necessitate consideration of some capital improvement.*
 - c) *Retain a group of approved investigators or investigation firms, after a RFP process, all of whom will have contract priority directly with Benton County. This will provide the following improvements: 1) ability to maintain better quality control; 2) ability to maintain fiscal control over billings; 3) ability to ensure that only qualified, experienced investigators are utilized; 4) liability protection.*
 - d) *Start an in-house training program whereby mentorship as well as training on advanced topics will be available. This program is anticipated to have no fiscal impact whatsoever and will further help attorneys satisfy their training requirements and help ensure quality representation.*
-

Update – accomplished so far in 2009

- **An indigent defense ordinance was adopted on June 29, 2009.**
- **District Court: Two full-time public defender employees have been hired and have started providing representation services in Benton County District Court. These employees have been assigned to the County Sheriff's Office/West Richland, and the Washington State Patrol, dockets. The assignment of these employees to these dockets will enable this office to manage these dockets much more effectively, and will virtually eliminate the cost of case overruns on these dockets.**
- **District Court: The assignment of attorneys to compliance (probation violation) and fail to pay fine cases has been brought in-house to OPD. This has placed OPD in the position of being better able to manage its resources both on compliance/fail to pay fine cases, as well as new criminal case filings in District Court.**
- **District Court: A very robust and powerful case management system¹ has been approved and is now being utilized. While this is currently in use primarily to**

¹ This system tracks new, pending and closed cases including all activities within each case, notifies users of critical dates, has automated document creation capabilities, conflict checking, and other essential

support the full time in-house public defenders, its expandability is apparent. In discussions with District Court administration, the use of this system in the future to facilitate better management and overview of all cases in District Case has been discussed and will continue to be explored especially after the user experience within OPD can be called upon after a few months of use.

- Superior Court: A RFP process was utilized in May, 2009 to facilitate the selection of investigators or investigation firms for inclusion on an approved list of investigators all with contract privity with Benton County. Following that process, four applicants have been offered investigative services contracts. None of the contracts contain any minimum on-going (eg monthly) compensation. Rather, the contracts fix the allowable rates to be charged, and establish an equitable system of rotating case assignments so as to even out the case assignments between the four contract recipients. The benefits of this program are numerous, and include:
 - Cost savings (the contractually permitted hourly rate is up to 21% less expensive than has been charged in the past; the widespread practice of requesting mileage reimbursement will be substantially curtailed to only permit mileage reimbursement for travel outside of the Tri-Cities Metropolitan area; subpoena service fees have been reduced by up to 61%);
 - Increased ability to manage and audit services provided and claims for compensation by requiring all bills to be in 1/10 of an hour increments with details including dates of service and nature of service provided on each date (previously, the accepted practice was for investigators to submit "blanket" bills – ie a bill that simply requested a total amount expended on a given case without dates of service and description of service, making bill auditing virtually impossible)
 - Placing responsibility for determining necessity for investigation, and thereafter properly managing or at least directing the investigation, back on the attorneys of record. Previously, a growing accepted practice was for attorneys of record to simply hand off assigned cases to investigators and ask the investigators to review the cases to determine what, if any investigation was necessary. If the investigator stated that an investigation was necessary, then these certain attorneys would then ask the investigator to determine the nature of the investigation and directly seek authorization for the investigation. This created a conflict of interest situation with the investigator having an incentive to

functions built-in. The reports and at-a-glance features of this software system permit virtually unlimited levels of management oversight over cases.

essentially advise that almost every case needed investigation². Under the terms of the new contract, attorneys are responsible for determining when investigations are necessary, and request an investigator directly through OPD. An investigator is then assigned (on Class B and C felony cases) on a rotating basis from the contract investigator pool. This should eliminate most of the problems stated above.

- Liability and indemnification protection for Benton County. Previously, if an investigator was sued in the course of providing investigative services on an indigent defense case, there was a very real possibility of Benton County being also named as a defendant in the case. This was especially the case if the investigator represented him or herself as representing Benton County in any fashion. Furthermore, there was no way for Benton County to require investigators to carry insurance of any type or limits so as to reduce the likelihood of Benton County being also sued, or, if Benton County was sued, to permit Benton County to access the policy as an additional insured. The new contracts address these problems by: a) requiring full indemnification as with contracts with virtually all other contractors doing business with Benton County; b) requiring insurance of the type and limits recommend by Benton County's Risk Manager including the addition of Benton County as an additional insured in all policies other than professional liability policies³; c) categorically prohibiting investigators from representing, in any manner whatsoever, that they represent or work on behalf of Benton County.

2. Representation at initial appearances. Initial appearances are the first appearance that a person makes before a Judge after they are cited to appear in Court or are arrested. Some defendants are arraigned while they are still in custody and some (who have been cited or have since bailed out of jail) are arraigned during "walk in" arraignments. Currently we do not provide defendants with indigent representation at initial appearances. Rather, defendants who qualify are appointed an attorney during this hearing and their criminal matter is set over to another date.

² This led to overreaching requests for investigations, early on in 2009, for such questionable tasks as locating and interviewing 5-6 witnesses, at a cost of \$500-600, for a simple theft of a \$250 bicycle case, or tracking down and locating 5 witnesses in a simple possession of methamphetamine case at a cost of \$750. Such requests were denied or modified appropriately, but the new system of OPD controlled rotating case assignments should eliminate this problem.

³ Insurance industry practices do not allow the addition of any party other than the insured on professional liability policies.

Lack of representation at initial appearances is a serious issue. Not only are the majority of counties in this State providing such representation, but there are also liability issues involved.

Action plan related to representation at initial appearances:

This office is currently finalizing a plan to provide initial appearance representation in District Court in-custody arraignments (current highest priority) starting February 16, 2009. There is little to no fiscal impact anticipated from this arrangement. Plans are in place to arrange for representation at other initial appearances in the future.

Update – accomplished so far in 2009:

- ***District Court:*** In-custody representation program has been in place for three and a half months now. This program utilizes existing FY 2009 resources to provide provisional legal representation to all in-custody inmates at first appearance in Benton County District Court. Preliminary evaluation of this program has shown significant program benefits: a) lower jail expenses (billings to participating cities for just the months of April, May and June 2009 has been reduced by a combined amount upwards of \$92,000, with a continued downtrend in jail usage – jail usage for County inmates, while more difficult to ascertain, should have been reduced by a similar, proportionate amount⁴); b) lower system-wide caseloads – this program has facilitated an average of 2-3 complete case resolutions per day⁵ resulting in potential caseload savings in pre-trial dockets; c) liability reduction – as previously discussed, having access to provisional attorneys at time of initial appearance creates substantial liability protection for Benton County by ensuring that defendants know what

⁴While it is recognized that in the short-run, lower jail billings may have a negative impact on County revenues, it is anticipated that this lower jail usage will continue as long as this program is in place so as to allow more blocks of jail space to be leased to outside entities for a net gain to Benton County as well as cities participating in the local jail usage program.

⁵ Provisional attorneys are able to assist first appearance defendants in evaluating their available options including the option, where appropriate, to resolve their case entirely by entering a plea at first appearance and being sentenced. This was much more difficult to accomplish without provisional attorneys, and where accomplished, was a process that was not in Benton County's best liability interests. Resolving cases in their entirety at time of initial appearance negates the need to move the case to pre-trial, and negates the need to appoint counsel to the case and count the case against contract counsel's case count.

their rights are, know why they are in custody, know the consequences of their decisions, and know their full range of options. It is very significant to note that these reduced jail usage numbers have been accomplished without any changes in sentencing, bail setting, or plea negotiation practices. In other words, the reduction in jail usage simply reflects the waste that has been in the system up until now.

- ***District Court:*** Full-time public defender employees will be attending walk-in arraignments for their dockets (County Sheriff/West Richland and Washington State Patrol) to provide provisional representation to defendants at that time. The subject of combining dockets for purposes of arraignments⁶ has been broached with District Court administration and will be further discussed during late summer/early fall.
- ***Superior Court:*** In light of the seriousness of charges usually involved for Superior Court initial appearances (Preliminary Hearings), the availability of provisional counsel at these hearings is not as high a priority as with District Court initial appearances⁷. Furthermore, in light of current deployment of available resources, any plan to implement such a representation program would undoubtedly require additional expenditures. Accordingly, the current plan is to review the feasibility of such a representation program near the end summer 2009 with an eye toward implementation by shifting or redeploying currently available resources.

Issues related to fiscal responsibility

1. Indigency screening. State law (RCW Chapter 10.101) requires that all recipients of indigent representation be screened for indigency. This has not been done in the past in all cases. For example, sometimes people who have been able to afford to retain a private attorney have been able to obtain investigative or expert witness services through this office at public expense without the indigency screening required for this type of a situation required by *State v. Punsalan*. Furthermore, where done, indigency screening historically has not been uniform and has not been done in a way so as to

⁶ Currently arraignments are done by docket and mostly at the same time on Friday morning. Accordingly, in order to cover all of these arraignment dockets, it would be necessary to have four different attorneys tasked (one each, for County Sheriff/West Richland, Washington State Patrol, Kennewick, and Richland). If these arraignments were to be consolidated into either one large docket or two medium sized dockets, it would greatly facilitate OPD's ability to provide coverage for them.

⁷ The seriousness and therefore complexity of charges at these hearings make it very impractical for provisional attorneys to gain the requisite knowledge to properly advise a defendant at these hearings. Often, the only thing provisional attorneys would be able to accomplish at these hearings would be to advise defendants to plead "not guilty," and to possibly argue for a certain amount of bail.

recoup costs up front (attorney fees are assessed upon conviction in both District and Superior Court).

Action plan related to indigency screening:

- *Recommend using comprehensive form drafted by State OPD for indigency screening in all courts.*
 - *Start trial run of D-Med software that will enable indigency screeners to verify income utilizing credit history on a real-time basis.*
 - *Start planning for possible eventuality that this office will take on full responsibility for indigency screening. This would have accompanying personnel related and workspace related planning implications, but if done correctly, should result in more efficiency and more cost recoupment.*
 - *Utilizing models currently in use by many other counties in this state including King County and Pierce County, start recouping indigent defense service costs by way of a combination of a) indigency screening fees (up to \$25 charged in certain counties); b) a tiered or sliding scale system of qualification whereby people who cannot obtain service of a private attorney but who are above poverty guidelines sign a promissory note to pay for some portion of the cost of their attorney; c) considering a variable attorney fee assessment upon conviction based on time expended on case. Such recoupment is specifically contemplated and authorized by RCW 10.101.*
-

Update – accomplished so far in 2009:

- **The form promulgated and recommended by State OPD for indigency screening has been forwarded to both Superior and District Court. It appears that it is currently in regular use.**
 - **The D-MED indigency screening verification “proof of concept” pilot project is in progress in Franklin County. Once results are obtained from that (anticipated in Q3), they will be presented to both Benton & Franklin County Boards for further discussion and possible action.**
 - **Further investigation of effective user fee and contribution based indigency screening systems in use in other parts of Washington will be conducted in Q3. The results of such investigation will be the subject of a future briefing update.**
2. **Budget management. Proper management of this office’s budget is of course at the forefront of any fiscal accountability considerations. It seems that in the past, this**

office's budget has been managed on a reactive basis with many verbal contracts. Obviously simply responding to events that have fiscal impact (expense overruns, caseload cap overruns, major cases in need of assignment) results in large inefficiencies and a budget that, in addition to being unpredictable, is potentially larger than it should be.

Action plan related to budget management:

- *Implementation of a management information system that will provide real time information on expenditures as well as encumbrances and anticipated expenses.*
 - *Close oversight and management of caseloads (as above) – this will enable caseload cap related overruns to be forecasted and proper steps to be taken well in advance.*
 - *Negotiation with and retention of a pool of major case off-panel attorneys on “stand-by” for such cases as homicides and the like. This will reduce the likelihood that we will be scrambling around upon filing of such major charges and being in a poor bargaining position as to prices and other terms of representation.*
 - *No verbal contracts. Not only will written contracts be in place for all work done through this office as a rule, but an “amnesty” date of February 28, 2009 has been provided for resolution of all work done based on verbal contracts of my predecessor.*
-

Update – Accomplished so far in 2009:

- **The purchase order module of Benton County's accounting software (“Eden”) has been identified as the best solution for facilitating real-time management of outstanding encumbrances on OPD's budget. The implementation of use of this purchase order module is still in the testing phases and OPD is working with the Auditor's Office to implement use as soon as possible. OPD did seek a substantial budget supplement in June, 2009 in anticipation of a lengthy and complex trial in the State v. Donald Schalchlin murder case. However, this case has since been resolved so OPD's budget is currently overfunded.**
- **Since January, 2009, no verbal contracts for attorney professional services have been entered into. Furthermore, all outstanding verbal contracts (as well as services that have been performed only pursuant to Court Orders) have been reduced to writing. There should be no outstanding verbal contracts for attorney professional services at this time.**

3. Billing issues. The case expense approval and billing system (for such expenses as investigation and expert witnesses) that has been in place in this office is in need of substantial change. Not only is it cumbersome, with large amounts of paperwork that flows back and forth, but due to lack of communication or some other inexplicable reason, there is a very substantial backlog of unpaid bills, unclaimed expenses and other things with "surprise" fiscal impact. Furthermore, none of the paperwork being used for this process was in compliance with Superior Court and District Court rules regarding the same. This has resulted in not only an inefficient office, but also fiscal unpredictability and frustrations from vendors and attorneys alike.

Action plan related to billing issues:

- *Establish a uniform set of forms, drafted in compliance with court rules for a) requesting authorization to incur expenses; b) claiming compensation for such expenses; and c) claiming compensation for additional legal services. (This has already been done and implemented)*
 - *Establish a system of electronic submission and approvals where appropriate and possible to reduce lead time (previously as much as a month was the average turnaround time from submission of a request to receipt of authorization), streamline the process, facilitate filing, and reduce paperwork.*
 - *Establish a system of tracking authorizations for expenses so as to improve organization and accountability. (A tracking number system and log has already been implemented)*
-

Update – accomplished so far in 2009:

- **A new procedure for the approval of investigator, expert, and other out-of-pocket expenses related to indigent defense of criminal cases, has been established. This new procedure complies with the court rules established governing these procedures. This new procedure has two parts: a procedure for pre-approving expenditures (mandatory) and a separate procedure for claiming compensation. The new procedure for pre-approving expenditures is mostly done electronically through email via a dedicated new email address. Once approved the requestor is provided a return email that functions as evidence of approval and each approval is assigned a tracking number. A strict 60 day time-frame for billing (from day of approval) is adhered to with exceptions only allowed when an extension is requested (freely granted but tracked). This new procedure has virtually eliminated misplaced paperwork and has allowed for much tighter management of investigation and expert**

fund allocation. Furthermore, since emails are always backed up and are readily searchable, no separate log has been necessary.

APPENDIX A – DISTRICT COURT FISCAL UPDATE

The following is an overview of budgeted vs needed capacity in the various jurisdictional dockets of Benton County District Court based on case filings assigned up until June 30, 2009. Please note that the case cap for District Court attorneys, for CY 2009 has been set at 360 per year by way of contract negotiations that took place in 2008.

Docket	Kennewick	Richland	WSP	BCSO/W.R.
Case filings	1020	595	298	268
Budgeted capacity	1800	720		
% of budgeted Capacity used	56%	82%		
Estimated shortfall #	242	75 ⁸		
Estimated shortfall \$ ⁹	\$38,962	\$12,075		

NOTES:

- The above represents only an estimate based on best available data and an assumption of no change in crime rates, charging practices, or availability of mechanisms to dispose of cases prior to appointment of counsel. Any of these factors, as well as others, can easily change the actual numbers of case appointments for the remainder of the year.
- This data has been disseminated to the cities. It is my understanding that certain charging practices are being reconsidered, with potential positive impacts on the caseloads.
- The financial shortfall estimated above is not anticipated to require any supplemental appropriation. Rather, since OPD is overfunded at this time because of the resolution of *State v. Schalchlin* without trial, all that would be necessary would be a line item transfer with a large majority of this shortfall being billed to the cities eventually anyway.

⁸ The estimated shortfall for the Richland docket is lower than it otherwise would be, since one contract attorney was moved from the WSP docket to the Richland docket to provide additional capacity to that docket. This was possible because of the newly hired staff attorney who dedicates all of his time to the WSP docket, making staffing of that docket with only one indigent defense attorney possible.

⁹ The cost of the estimated shortfalls is determined based on \$161 per case, which is the compensation paid to contract indigent defense attorneys by terms of their contracts.

- The continued success of, and further cooperation of the cities with, the in-custody representation program should result in further benefits in the form of reduced appointed caseloads for the remainder of CY 2009.

9:25

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: August 17, 2009 Subject: Animal Control Prepared By: Sheriff Larry D. Taylor Reviewed By: Sheriff Larry D. Taylor	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other xx

SUMMARY & BACKGROUND INFORMATION

Sheriff Larry Taylor will be making a presentation to the Board on August 17, 2009 at 9:20 AM in regards to animal control.

RECOMMENDATION

Authorize Sheriff Larry Taylor and the necessary staff from the Benton County Facilities Department to move forward with design of a facility, and the bid process to determine the cost to construct an animal control facility.

FISCAL IMPACT

To be determined

CRITERIA

Sheriff

LOST/FOUND/ABANDONED: Calls that report lost, found or abandoned dogs with unknown owners.

BITES/NIPS: These are bites/nips reported that possibly happened on private property. No action taken by BCSO. These DO NOT include any potentially or dangerous dogs.

AGGRESSIVE: These include stray dogs that have acted aggressively and also includes dogs whose owners are known but no declarations were issued.

BARKING: Barking dog complaints

HIT/INJURED: These calls include any stray dogs that have been found killed or injured along roads. Also includes strays that have been found injured at residences within the county.

CHASING LIVESTOCK: Includes calls that report dogs chasing livestock or killing chickens. These DO NOT include any calls that declarations were issued.

MISC: Includes calls that report abuse or neglect of dogs. Also includes numerous miscellaneous complaints that involved dogs.

CATS: Any call that involves felines. Calls reported cats/kittens, abandoned, dragged, sick, injured and thrown out windows

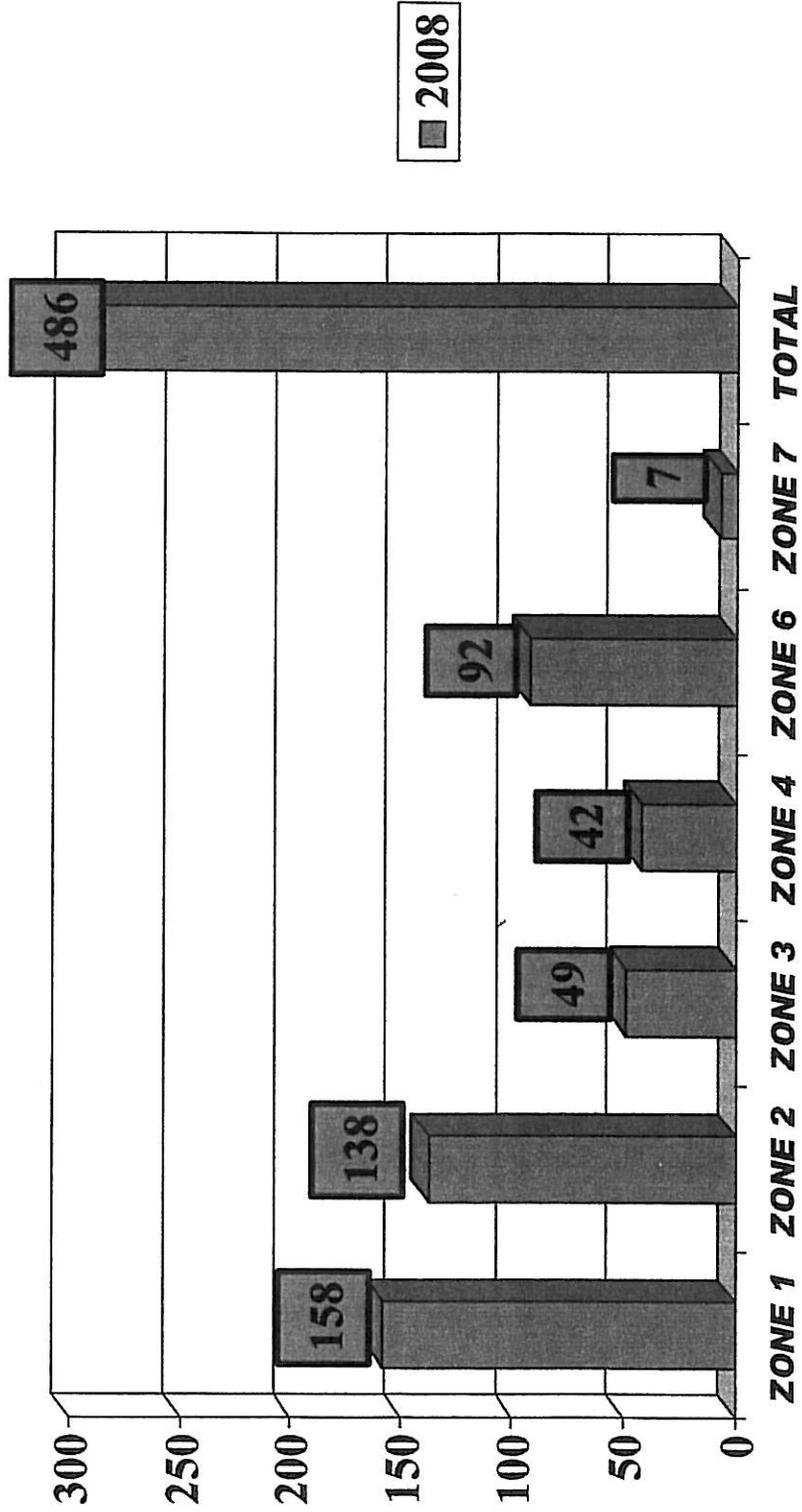
OTHER: All calls that involve other types of animals. Reports of abuse, neglect, lost, animals in roadway etc (Animals included in this category were: horses, cows, goats, sheep, pigs, pot bellied pigs, coyote's, beavers, skunks, deer, elk, ducks, peacocks, llamas, alpaca's, raccoons, rabbits, cock fighting, tortoises, birds, snakes, eagles, varment, mules, donkey's and cougars) --no joke

January 1 – December 31, 2008

<u>Totals</u>	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7
Lost/Found Abandoned 143	47	48	11	12	0	24	1
Bites/Nips 30	12	8	3	4	0	2	1
Aggressive 120	33	40	15	7	0	23	2
Barking 28	10	7	4	4	0	3	0
Hit / Roadside 40	11	8	3	5	0	13	0
Chasing Livestock 37	18	7	5	1	0	6	0
MISC 88	27	20	8	9	0	21	3
Cats 18	7	5	1	4	0	1	0
Other 335	<u>Total</u> 158	138	49	42	0	92	7

821 (cats not included)

BENTON COUNTY SHERIFF 2008 DOG CALLS BY ZONE



2008 DOG STATS

POTENTIALLY DANGEROUS DOGS

	2008	2007	2006	2005	2004
Declarations Issued	33	47	52		
NEW Permits Issued	11**	8	10		
Euthanized	13	18	20		
Relocated	9	2	7		
Dismissed	1	14	3		
Fail to Obtain Permit	5	2	7		
Currently on Appeal	1	3	1		
Escaped custody/Ran Away/Unable to Locate	0	0	4		
Declared by other agency	5				
Permit RENEWALS	44	43		52 *	24 *

*New & Renewal Totals

** Declared Dang/Amended to Potentially

DANGEROUS DOGS

	2008	2007	2006	2005	2004
Declarations Issued	14	15	13		
NEW Permits Issued	0	2	0	15	
Euthanized	6	9	10		
Relocated	2	0	0		
Dismissed	2	3	2		
Fail to Obtain Permit	1	0	1		
Currently on Appeal	2	1	0		
Escaped custody/Ran Away/Unable to Locate	1	0	0		
Declared by other agency	1				
Permit RENEWALS	4	4		15 *	

*New & Renewal Totals

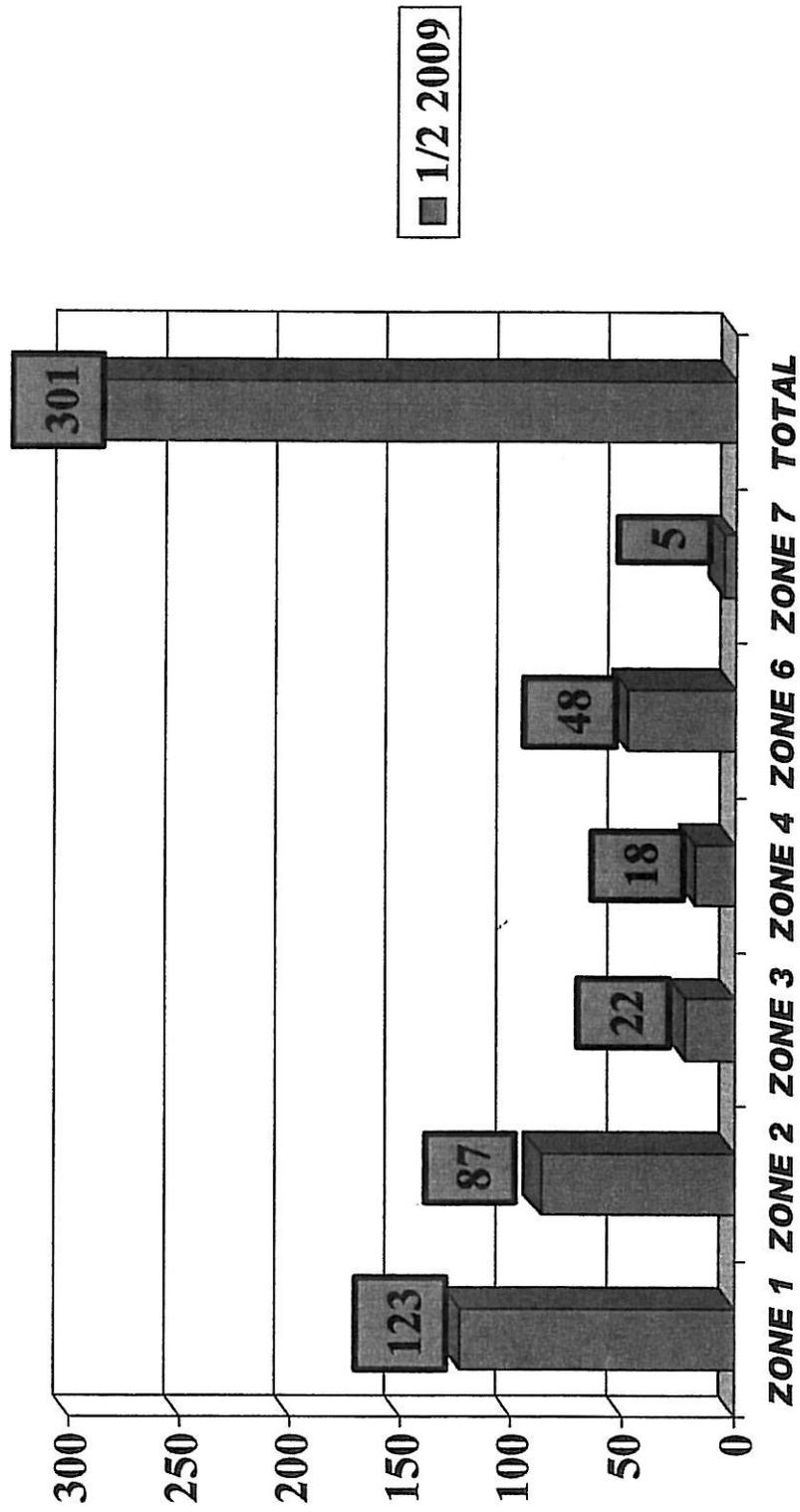
Stats compiled by: Shelly Olson

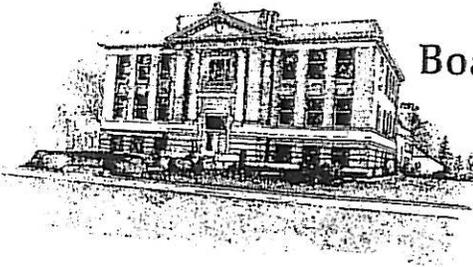
January 1 – July 31, 2009

<u>Totals</u>	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7
Lost/Found Abandoned 72	25	27	2	5	0	12	1
Bites/Nips 24	10	9	2	0	0	3	0
Aggressive 98	43	25	7	8	0	13	2
Barking 10	4	4	1	1	0	0	0
Hit / Roadside 16	7	5	1	0	0	1	2
Chasing Livestock 20	8	2	3	0	0	7	0
MISC 61	26	15	6	4	0	10	0
Cats 5	2				1	2	
Other 172	<u>Total</u> 123	87	22	18	∅	48	5

73
Totals do not include cats or other.

BENTON COUNTY SHERIFF FIRST HALF 2009 DOG CALLS BY ZONE





Board of County Commissioners
BENTON COUNTY

James Beaver
DISTRICT 3

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

August 13, 2009

To: Commissioner Leo Bowman

Re: Animal Control Proposal

Commissioner Bowman,

I had the opportunity to sit down with Sheriff Taylor and Mr. Sparks to discuss the concept of Sheriff Taylor's proposal that he will be presenting to the Board on Monday, August 17, 2009 regarding Benton County Animal Control.

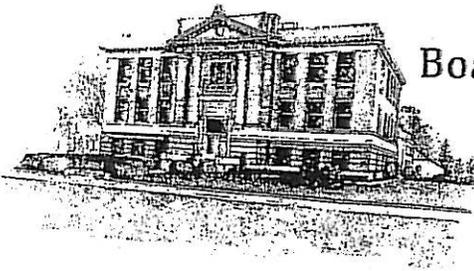
I would like to take a moment to express my opinion on this matter. I believe an ample amount of time and money has been spent on this issue, with this Board and personnel trying to come up with the best solution to resolve animal control concerns here in Benton County. I believe the proposal that Sheriff Taylor is considering by far out weighs the other proposals that have been brought before the Board of Commissioners.

I propose the Board of Benton County Commissioners accept the proposal from Sheriff Taylor and authorize Mr. Sparks to work with the Sheriff's Office to come up with a course of action to begin construction and operation of the facility in Benton County. Once the facility is constructed, the Board will be able to move forward and pass the "Animal Control Ordinance".

Respectfully,

James Beaver
Benton County Commissioner

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



Board of County Commissioners
BENTON COUNTY

James Beaver
DISTRICT 3

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

August 13, 2009

To: Commissioner Max Benitz Jr.

Re: Animal Control Proposal

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I would like to take a moment to express my opinion on this matter. I believe an ample amount of time and money has been spent on this issue, with this Board and personnel trying to come up with the best solution to resolve animal control concerns here in Benton County. I believe the proposal that Sheriff Taylor is considering by far out weighs the other proposals that have been brought before the Board of Commissioners.

I propose the Board of Benton County Commissioners accept the proposal from Sheriff Taylor and authorize Mr. Sparks to work with the Sheriff's Office to come up with a course of action to begin construction and operation of the facility in Benton County. Once the facility is constructed, the Board will be able to move forward and pass the "Animal Control Ordinance".

Respectfully,

James Beaver
Benton County Commissioner

cc: David Sparks, County Administrator
Loretta Smith Kely, Deputy County Administrator

9:55

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 17 Aug 2009 Subject: animal control Memo Date: 12 Aug 2009 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other X

SUMMARY & BACKGROUND

Per Commissioner direction from the August 3rd meeting, attached are two draft ordinances. One draft covers dogs only, while the second also includes cats. This language is almost exactly the same as the draft that staff previously provided last year.

I will have a basic RFP document at the meeting if the Board would like to entertain that discussion.

ATTACHMENTS

- Draft animal control ordinance, including cats (blue)
- Draft animal control ordinance, excluding cats (tan)

#

ORDINANCE NO. _____

AN ORDINANCE relating to animal control, adding a new chapter to Title 2 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. There is hereby added a new chapter to Title 2 of the Benton County Code which shall be entitled, "ANIMAL CONTROL."

SECTION 2. There is hereby added a new section to such chapter which shall read as follows:-

DEFINITIONS. (a) As used in this chapter, unless the context indicates otherwise, the following words or phrases shall have the following meanings:

(1) "Animal control authority" means any local governmental unit or contractor designated by the County to enforce the provisions of this chapter.

(2) "At heel" shall be those circumstances when a dog is positioned and controlled in such a manner so as to remain within a distance of two (2) feet from its owner or other competent person having charge of such dog.

(3) "At large" means off the premises of the owner of the cat or dog. Even if off the premises of its owner, a dog shall not be deemed "at large" if it:

(A) is attached to a leash or a chain of sufficient strength to restrain the dog, and not more than eight (8) feet in length, when said leash or chain is held by a person competent to restrain and control the dog off the owner's premises;

(B) is properly restrained within a motor vehicle or housed in a veterinary hospital; or

(C) is accompanied by and at heel beside the owner or competent responsible person.

(4) "Cat" means and includes female, spayed female, male and neutered male cats.

(5) "County" means Benton County, Washington.

(6) "County animal shelter" means an animal shelter designated by the County to receive and hold impounded dogs under this chapter.

(7) "Competent person" means any person who, by reason of age and physical ability and/or training, is capable of maintaining control of a cat or dog to the extent required by this chapter.

(8) "Dog" means and includes female, spayed female, male and neutered male dogs.

(9) "Health officer" includes any person designated as such by the Benton-Franklin District Health Department, or any other person designated as such by the County.

(10) "Microchip implant" means an identifying integrated circuit placed under the skin of a cat or dog.

(11) "Owner" means any person, group of persons, firm, association or corporation owning, possessing, keeping, harboring or having control or custody of a cat or dog.

(12) "Person" includes any person, partnership, corporation, trust or association of persons.

(13) "Veterinary hospital" means a public establishment regularly maintained and operated by a licensed veterinarian for the diagnosis and treatment of disease and injury to animals.

(14) "Pound master" refers to any person employed by, or under contract with, the County to care for and dispose of strays or other animals confined under this chapter.

(b) All other words and phrases used in this chapter will have their commonly accepted meaning.

(c) Whenever a type or breed of animal is described in this chapter, it includes any hybrid, cross breed or mixed breed of such animal to any degree that the type or breed can be identified by either the animal's appearance, behavior or pedigree.

SECTION 3. There is hereby added a new section to such chapter which shall read as follows:

CATS OR DOGS AT LARGE. It is unlawful for any owner of any cat or dog to allow, suffer or permit such a cat or dog to be at large and within unincorporated Benton County. Any cat or dog at large and within unincorporated Benton County is a nuisance. Any cat or dog which is at large and within unincorporated Benton County may be impounded by the animal control authority.

SECTION 4. There is hereby added a new section to such chapter which shall read as follows:

SETTING AT LARGE PROHIBITED. It is unlawful for any person, except the owner or his or her duly authorized agent, to willfully open any door or gate on any private premises or unleash any cat or dog for the purpose of enticing or enabling any cat or dog to leave such private premises.

SECTION 5. There is hereby added a new section to such chapter which shall read as follows:

NOTICE OF IMPOUNDING--PROCEDURES. Upon seizing and impounding any cat or dog, the animal control authority shall give notice of such impounding in substantially the following manner.

If the cat or dog is wearing a tag identifying its owner, if the cat or dog is implanted with a microchip implant detected by a scanner used by the animal control authority or if the identity of the owner is otherwise known to the animal control authority, then, as soon as reasonably practicable after the cat or dog is impounded, the animal control authority shall notify the owner, by telephone or by leaving a written notice at the owner's residence, or the contact veterinary hospital that implanted the microchip, that the cat or dog has been impounded and may be redeemed as provided in this chapter.

SECTION 6. There is hereby added a new section to such chapter which shall read as follows:

REDEMPTION OF IMPOUNDED CATS OR DOGS. (a) Any impounded cat or dog may be redeemed by the owner, or authorized representative of the owner, by payment to the animal control authority of an impounding fee, said fee to be established by resolution of the Board of County Commissioners. In addition, the redeeming owner, or authorized representative of the owner, shall first pay a daily boarding fee established by resolution of the Board of County Commissioners for each calendar day or portion thereof that the cat or dog has been confined, and also the actual cost, if any, of treating an injured cat or dog.

(b) Proof of an unexpired rabies vaccination must also be produced before a cat or dog is released from impound.

(c) Upon receiving all fees due, the animal control authority shall execute a receipt in duplicate. The original shall be delivered to the person redeeming the cat or dog and a copy, upon which such person shall acknowledge delivery of the cat or dog, shall be retained by the animal control authority.

SECTION 7. There is hereby added a new section to such chapter which shall read as follows:

UNCLAIMED CATS AND DOGS--DISPOSITION. Except as set forth in Section 8 below, if an impounded cat or dog is not claimed and redeemed within seventy-two (72) hours of impoundment, then, at the discretion of the animal control authority, such cat or dog may be adopted out or humanely destroyed.

SECTION 8. There is hereby added a new section to such chapter which shall read as follows:

MICROCHIP IMPLANTED CATS AND DOGS--DISPOSITION. If an impounded cat or dog bearing a detected microchip implant is not claimed or redeemed within ten (10) days of the date of impoundment, then it may be adopted out or humanely destroyed by the animal control authority.

SECTION 9. There is hereby added a new section to such chapter which shall read as follows:

DESTRUCTION OF CATS AND DOGS. (a) Any cat or dog which is not redeemed by the owner and not adopted out by the animal control

authority or pound master may be humanely destroyed and properly disposed of by the animal control authority or pound master. The destruction of all cats and dogs shall be done in a humane manner.

(b) In the event of an emergency endangering the health or safety of any person where seizure and impoundment of a cat or dog is deemed inadvisable or impractical, or for humane considerations, the animal control authority at its discretion may summarily destroy the cat or dog involved.

SECTION 10. There is hereby added a new section to such chapter which shall read as follows:

VIOLATIONS--PENALTIES. (a) Except as set forth in Section 11, each violation of any provision of this chapter shall be a civil infraction. Each violation shall be subject to a penalty in the amount listed below plus any court costs assessed by the Benton County District Court.

(1) First violation of any provision of this chapter - thirty dollars (\$30.00)

(2) Second violation of any provision of this chapter - fifty dollars (\$50.00)

(3) Third violation of any provision of this chapter - seventy-five dollars (\$75.00)

(4) Any additional violations of any provision of this chapter - one hundred dollars (\$100.00)

(b) Each person is guilty of a separate offense for each and every violation of any provision of this chapter by such person.

SECTION 11. There is hereby added a new section to such chapter which shall read as follows:

IDENTIFICATION-REFUSAL-PENALTY. Any person requested to identify himself or herself to the animal control authority pursuant to an investigation of an infraction under this chapter, has a duty to identify himself or herself and give his or her current address. Failure to so identify himself or herself shall constitute a misdemeanor punishable by a fine of not to exceed five hundred dollars (\$500.00) or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment.

SECTION 12. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 13. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2009.

Chairman of the Board.

Ordinance No. _____
Continued
Page 5

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

= Attest: _____
Clerk of the Board

ORDINANCE NO. _____

AN ORDINANCE relating to dog control, adding a new chapter to Title 2 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. There is hereby added a new chapter to Title 2 of the Benton County Code which shall be entitled, "DOG CONTROL."

SECTION 2. There is hereby added a new section to such chapter which shall read as follows:

DEFINITIONS. (a) As used in this chapter, unless the context indicates otherwise, the following words or phrases shall have the following meanings:

- (1) "Animal control authority" means any local governmental unit or contractor designated by the County to enforce the provisions of this chapter.
- (2) "At heel" shall be those circumstances when a dog is positioned and controlled in such a manner so as to remain within a distance of two (2) feet from its owner or other competent person having charge of such dog.
- (3) "At large" means off the premises of the owner of the dog unless such dog:
 - (A) is attached to a leash or a chain of sufficient strength to restrain the dog, and not more than eight (8) feet in length, when said leash or chain is held by a person competent to restrain and control the dog off the owner's premises;
 - (B) is properly restrained within a motor vehicle or housed in a veterinary hospital; or
 - (C) is accompanied by and at heel beside the owner or competent responsible person.
- (4) "County" means Benton County, Washington.
- (5) "County animal shelter" means an animal shelter designated by the County to receive and hold impounded dogs under this chapter.
- (6) "Competent person" means any person who, by reason of age and physical ability and/or training, is capable of maintaining control of a dog to the extent required by this chapter.
- (7) "Dog" means and includes female, spayed female, male and neutered male dogs.
- (8) "Health officer" includes any person designated as such by the Benton-Franklin District Health Department, or any other person designated as such by the County.

(9) "Microchip implant" means an identifying integrated circuit placed under the skin of a dog.

(10) "Owner" means any person, group of persons, firm, association or corporation owning, possessing, keeping, harboring or having control or custody of a dog.

(11) "Person" includes any person, partnership, corporation, trust or association of persons.

(12) "Veterinary hospital" means a public establishment regularly maintained and operated by a licensed veterinarian for the diagnosis and treatment of disease and injury to animals.

(13) "Pound master" refers to any person employed by, or under contract with, the County to care for and dispose of strays or other animals confined under this chapter.

(b) All other words and phrases used in this chapter will have their commonly accepted meaning.

(c) Whenever a type or breed of animal is described in this chapter, it includes any hybrid, cross breed or mixed breed of such animal to any degree that the type or breed can be identified by either the animal's appearance, behavior or pedigree.

SECTION 3. There is hereby added a new section to such chapter which shall read as follows:

DOGS AT LARGE. It is unlawful for any owner of any dog to allow, suffer or permit such dog to be at large and within unincorporated Benton County. Any dog at large and within unincorporated Benton County is a nuisance. Any dog which is at large and within unincorporated Benton County may be impounded by the animal control authority.

SECTION 4. There is hereby added a new section to such chapter which shall read as follows:

SETTING AT LARGE PROHIBITED. It is unlawful for any person, except the owner or his or her duly authorized agent, to willfully open any door or gate on any private premises or unleash any dog for the purpose of enticing or enabling any dog to leave such private premises.

SECTION 5. There is hereby added a new section to such chapter which shall read as follows:

NOTICE OF IMPOUNDING--PROCEDURES. Upon seizing and impounding any dog, the animal control authority shall give notice of such impounding in substantially the following manner.

If the dog is wearing a tag identifying its owner, if the dog is implanted with a microchip implant detected by a scanner used by the animal control authority or if the identity of the owner is otherwise known to the animal control authority, then, as soon as reasonably practicable after the dog is impounded, the animal control authority shall notify the owner, by telephone or by

leaving a written notice at the owner's residence, or the contact veterinary hospital that implanted the microchip, that the dog has been impounded and may be redeemed as provided in this chapter.

SECTION 6. There is hereby added a new section to such chapter which shall read as follows:

REDEMPTION OF IMPOUNDED DOGS. (a) Any impounded dog may be redeemed by the owner, or authorized representative of the owner, by payment to the animal control authority of an impounding fee, said fee to be established by resolution of the Board of County Commissioners. In addition, the redeeming owner, or authorized representative of the owner, shall first pay a daily boarding fee established by resolution of the Board of County Commissioners for each calendar day or portion thereof that the dog has been confined, and also the actual cost, if any, of treating an injured dog.

(b) Proof of an unexpired rabies vaccination must also be produced before a dog is released from impound.

(c) Upon receiving all fees due, the animal control authority shall execute a receipt in duplicate. The original shall be delivered to the person redeeming the dog and a copy, upon which such person shall acknowledge delivery of the dog, shall be retained by the animal control authority.

SECTION 7. There is hereby added a new section to such chapter which shall read as follows:

UNCLAIMED DOGS--DISPOSITION. Except as set forth in Section 8 below, if an impounded dog is not claimed and redeemed within seventy-two (72) hours of impoundment, then, at the discretion of the animal control authority, such dog may be adopted out or humanely destroyed.

SECTION 8. There is hereby added a new section to such chapter which shall read as follows:

MICROCHIP IMPLANTED DOGS--DISPOSITION. If an impounded dog bearing a detected microchip implant is not claimed or redeemed within ten (10) days of the date of impoundment, then it may be adopted out or humanely destroyed by the animal control authority.

SECTION 9. There is hereby added a new section to such chapter which shall read as follows:

DESTRUCTION OF DOGS. (a) Any dog which is not redeemed by the owner and not adopted out by the animal control authority or pound master may be humanely destroyed and properly disposed of by the animal control authority or pound master. The destruction of all dogs shall be done in a humane manner.

(b) In the event of an emergency endangering the health or safety of any person where seizure and impoundment of a dog is deemed inadvisable or impractical, or for humane considerations, the animal control authority at its discretion may summarily destroy the dog involved.

SECTION 10. There is hereby added a new section to such chapter which shall read as follows:

VIOLATIONS--PENALTIES. (a) Except as set forth in Section 11, each violation of any provision of this chapter shall be a civil infraction. Each violation shall be subject to a penalty in the amount listed below plus any court costs assessed by the Benton County District Court.

- (1) First violation of any provision of this chapter - thirty dollars (\$30.00)
- (2) Second violation of any provision of this chapter - fifty dollars (\$50.00)
- (3) Third violation of any provision of this chapter - seventy-five dollars (\$75.00)
- (4) Any additional violations of any provision of this chapter - one hundred dollars (\$100.00)

(b) Each person is guilty of a separate offense for each and every violation of any provision of this chapter by such person.

SECTION 11. There is hereby added a new section to such chapter which shall read as follows:

IDENTIFICATION-REFUSAL-PENALTY. Any person requested to identify himself or herself to the animal control authority pursuant to an investigation of an infraction under this chapter, has a duty to identify himself or herself and give his or her current address. Failure to so identify himself or herself shall constitute a misdemeanor punishable by a fine of not to exceed five hundred dollars (\$500.00) or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment.

SECTION 12. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 13. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2009.

Chairman of the Board.

Ordinance No. _____
Continued
Page 5

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

- Attest: _____
Clerk of the Board

Steven W. Becken
Public Works Manager

10:10

Benton County

Department of Public Works

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

To: Board of County Commissioners

From: Steven W. Becken, Public Works Manager 

RE: Tiger Grant Application

Date: August 12, 2009

We have received notice that because of the size of the project, Benton County can apply for a Tiger Grant for \$20,000,000 to construct the Red Mountain Interchange. The Federal Government has made \$1.5 billion available for this grant. Money is being made available to State and local governments, U.S. territories, tribal governments, transit agencies, port authorities, other political subdivisions of State or local governments, and multi-State or multi-jurisdictional agencies. The minimum amount to be applied for is \$20,000,000 and the maximum is \$300,000,000. Priority will be given to those projects that can be completed by February 17, 2012.

A copy of the Tiger Grant Application Process is attached for your review.

We have a very short window of opportunity to complete the application, as it must be turned in by September 15, 2009. To complete the application with the information requested will take the dedication of at least one senior staff member for remainder of the application period with no interruptions. Even then I am not sure we can satisfactorily complete the application with the time deadline and the information being requested that we may or may not have immediate access to.

I have talked with two other agencies that are working on the application. Richland is submitting the Duportail Bridge project. They had a lot of the work completed prior to receiving the application and have plugged in the data they have. They have hired a consultant to do the cost/ benefit ratios and to finalize the application. Asotin County is submitting a project encompassing two counties and two states. They have also hire a consultant to work on this. I did not talk with Union Gap, but I was informed by WSDOT that they have also hired a consultant.

Questions for the Board are:

1. Do we proceed with the grant application?
2. If we do proceed, do we do this in house or attempt to hire a consultant? (There is inadequate time to hire a consultant with the fast approaching deadline.)
3. If we do proceed, how is this to be paid for? The local funds we have for the interchange are being used as a match for the existing federal funding. If we use those funds, we have less available as a match. The cost of the application would need to come from local funds. An auditor would not approve our use of federal funds to apply for more federal funding.

TIGER Discretionary Grant Overview

- TIGER (Transportation Investment Generating Economic Recovery) Discretionary Grants.
- Since this is a new program, this notice also requests comments on the proposed selection criteria and guidance for awarding "TIGER Discretionary Grants" by **June 1, 2009**.
- If there are substantive changes necessary based on comments, a supplemental Federal Register notice will be published by June 17, 2009.
- Application Deadline is **September 15, 2009**.
- Eligible applicants: State and local governments, including U.S. territories, tribal governments, transit agencies, port authorities, other political subdivisions of State or local governments, and multi-State or multi-jurisdictional applicants.
- Eligible projects include, but are not limited to: 1) highway or bridge projects, 2) public transportation, 3) passenger and freight rail transportation projects, 4) port infrastructure investments.
- \$200 million of \$1.5 billion to be used to pay the subsidy and administrative costs of the TIFIA program. Applicants for TIGER TIFIA payments must submit an application and a separate TIFIA loan application.
- The grants can range from **\$20 Million up to \$300 million** to support high impact transportation projects.

Selection Criteria

- No more than 20% of available funds may be awarded to projects in a single State (\$300 million).
- Awards will be on a competitive basis to "projects that have a significant impact on the Nation, a metropolitan area, or a region."
- TIGER Discretionary Grants may be used for up to 100% of project costs, but priority must be given to projects for which Federal funding is required to complete an overall financing package that includes non-Federal sources of funds.
- Priority must also be given to projects that can be completed by February 17, 2012.
- The Primary Selection Criteria include 1) Long-Term Outcomes and 2) Job Creation & Economic Stimulus.
- The Secondary Selection Criteria include 1) Innovation and 2) Partnership.
- The following long-term outcomes will be given priority: 1) State of Good Repair, 2) Economic Competitiveness, 3) Livability, 4) Sustainability and 5) Safety.
- The US DOT must take measures to ensure an equitable geographic distribution of funds and an appropriate balance in addressing the needs of urban and rural communities.
- Project selection announcement no later than February 17, 2010.

Priority given to projects that can be completed before 2-17-

TIGER Grant Application Process

The Department has discretion under the Recovery Act to waive the \$20 million minimum grant size requirement for Smaller Projects. Applicants for TIGER Discretionary Grants of less than \$20 million for Smaller Projects are encouraged to apply and should address the same criteria as applicants for those grants in excess of \$20 million. The term "grant" in this provision of the Recovery Act does not include TIGER TIFIA Payments.

Application Contents for TIGER Discretionary Grant

All of the below information should be included in an application:

- 1) Narrative Portion –
 - a) Length should not exceed 25 pages
 - b) Documentation supporting the assertions made in the narrative portion may also be provided, but should be limited to relevant information
 - c) Web site links should be provided to supporting documentation rather than copies of these materials
 - d) Applicant may reference and describe relevant materials provided previously to a Cognizant Modal Administration in support of a different DOT discretionary program (such as New Starts or TIFIA) as "unchanged." To the extent referenced, this information need not be resubmitted for the TIGER Discretionary Grant application.
- 2) Contact Information for Primary Point of Contact –
 - a) Name
 - b) Phone number
 - c) E-mail address
 - d) Organization address
- 3) Project Description –
 - a) Detailed description of proposed project
 - b) Geospatial data for project
 - i) Map of project's location
 - ii) Connections to existing transportation infrastructure
 - c) Description of how the project addresses the needs of urban and/or rural area

- d) Transportation challenges that project aims to address
- e) How project will address challenges, including relevant data

- i) Examples of relevant data include:

- (1) Passenger or freight volumes
 - (2) Congestion levels
 - (3) Infrastructure condition
 - (4) Safety experience.

4) Project Parties

- a) Grant recipient information
- b) Information about other project parties

5) Grant Funds and Sources and Uses of Project Funds

- a) Amount of grant funding requested
- b) Sources and uses of all project funds
- c) Total project costs
- d) Percentage of project costs that would be paid for with TIGER Discretionary Grant funds
- e) Identity and percentage shares of all parties providing funds for the project (including Federal funds provided under other programs)

6) Selection Criteria

- a) Provide information required for the Department to assess each of the criteria (both Primary & Secondary criteria);
- b) Provide information required for the Department to assess each of the relevant program-specific criteria;
- c) Applicants are encourage to demonstrate the responsiveness of a project to any and all of the selection criteria with the most relevant information that applicants can provide;
 - i) Any such information shall be considered part of the application for purposes of the application size limits (the 25 page narrative).
 - ii) Information provided must be quantified, to the extent possible, to describe the project's impact on the Nation, a metropolitan area, or a region.

- iii) Information provided should include projections for both the build and no-build scenarios for the project for a point in time at least 20 years beyond the project's completion date or lifespan of the project, whichever is closest to the present.

7) Federal Wage Rate Requirement

- a) Application must include a certification, signed by the applicant, stating that it will comply with the requirements of subchapter IV of chapter 31 of title 40, United States Code (Federal wage rate requirements) as required by the Recovery Act.

8) National Environmental Policy Act Requirement

- a) Application must detail whether the project will significantly impact the natural, social and/or economic environment.
 - i) If the NEPA process is completed, applicant must:
 - (1) Indicate date of final Categorical Exclusion, Finding of No Significant Impact or Record of Decision
 - (2) Provide a web site link or other reference to the above exclusion, finding or record

9) Environmentally Related Federal, State and Local Actions

- a) Application must indicate/provide:
- b) whether the proposed project is likely to require actions by other agencies (e.g., permits)
- c) Status of such actions
- d) Web site link or other reference to materials submitted to other agencies
- e) And/or demonstrate compliance with other Federal, State and local regulations as applicable
 - i) Regulations include, but are not limited to:
 - (1) Section 4(f) *Parklands, Recreation Areas, Refuges, & Historic Properties*
 - (2) Section 106 *Historic and Culturally Significant Properties*
 - (3) Clean Water Act *Wetlands and Water*
 - (4) *Executive Orders Wetlands, Floodplains, Environmental Justice;*
 - (5) Clean Air Act *Air Quality* (specifically note if the project is located in a nonattainment area)
 - (6) Endangered Species Act *Threatened and Endangered Biological Resources*

(7) Magnuson-Stevens Fishery Conservation and Management Act *Essential Fish Habitat*

(8) The Bald and Golden Eagle Protection Act

(9) And/or any State and local requirements.

10) Protection of Confidential Business Information

- a) All information submitted as part of or in support of an application shall:
 - i) use publicly available data or data that can be made public
 - ii) methodologies that are accepted by industry practice and standards, to the extent possible
- b) If the application includes information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant should:
 - i) Note on the front cover that the submission "Contains Confidential Business Information (CBI)"
 - ii) Mark each affected page "CBI" and
 - iii) Highlight or otherwise denote the CBI portions.

11) Deadline: September 15, 2009

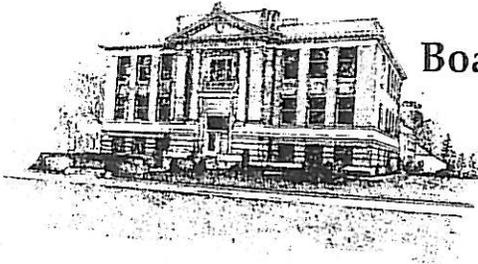
12) Maximum: \$ 300 million to any one state

TIGER Grant Selection

- 1. Primary Criteria
 - a. Long-Term Outcomes
 - i. Priority given to projects with significant impact on desirable outcomes for the Nation, Metropolitan Areas or Regions, via indicators such as state of good repair, economic competitiveness, livability, sustainability, and safety.
 - 1. *State of Good Repair* – Projects improving the condition of existing transportation facilities and systems; particular emphasis on projects minimizing life-cycle costs.
 - a. Assessment
 - i. Is the project part of or consistent with relevant state, local and regional efforts to maintain facilities or systems in a state of good repair

- ii. Aim of project to rehabilitate, reconstruct or upgrade surface transportation that threaten economic growth due to poor condition
 - iii. Whether project is appropriately capitalized upfront and uses asset management approaches that optimize long-term cost structure
 - iv. Is there a sustainable source of revenue for long term operations and maintenance
- 2. *Economic Competitiveness* – Projects contribute to the economic competitiveness of the U.S. over medium- to long-term.
 - a. Assessment
 - i. Will the project measurably contribute over the long-term to growth in employment, production or other high value economic activity
 - ii. Provide evidence of the long term economic benefits including quality of jobs and number of jobs
- 3. *Livability* – Projects improve the quality of living and working environments and the experience for people living in U.S. communities.
 - a. Assessment
 - i. Descriptions of how projects enhance livability should include descriptions of the affect community and the scale of the project’s impact
 - ii. Will significantly enhance user mobility
 - iii. Will improve existing transportation choice by improving modal connectivity
 - iv. Will improve transportation options economically disadvantaged, disabled, elderly, non-drivers, etc.
 - v. Is the result of a planning process that links transportation and land use
- 4. *Sustainability* – Projects improve energy efficiency, reduce dependence on oil, reduce greenhouse gas emissions, other otherwise benefit the environment.
 - a. Assessment
 - i. Provide quantitative information regarding expected reductions in emissions, CO2 or fuel consumption

- c. Legislative approvals
- d. Documentation of inclusion (or expected inclusion) in planning documents
- e. Documentation of technical feasibility – substantial preliminary engineering
- f. Financial feasibility



Board of County Commissioners
BENTON COUNTY

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

10:20

James Beaver
DISTRICT 3

August 13, 2009

To: Board of Benton County Commissioners
Board of Franklin County Commissioners

Re: Consolidated Crisis Response Facility

Gentlemen:

As each of you are aware, we have had several different discussions regarding the Consolidated Crisis Response Facility. Though, the time that has been spent was necessary, I believe it is now time for the Board of Benton County Commissioners to make a decision to move forward with a recommendation to the Board of Franklin County Commissioners and have both Benton & Franklin County Commissioners direct Carrie Huie-Pascua, Human Services Director, to work with her department and appropriate providers to prepare a proposal to bring back before both County Boards of Commissioners for review.

I believe it is vital to have Human Services demonstrate not only the importance of this facility, but also how they propose to make necessary budget adjustments, if needed, to handle the cash flow requirements.

I would like to ask for support from each of you, to make a recommendation to the Bi-County Board of Commissioners to move forward on this issue so we can work together to make an executive decision on whether or not this facility will be feasible for both Counties.

Respectfully,

James Beaver
Benton County Commissioner

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

10:25 – Discussions on Exempt Well Restrictions

No Backup

10:30

INTERLOCAL COOPERATION AGREEMENT
RELATING TO
SOUTHRIDGE REVITALIZATION AREA

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into as of July 28, 2009, by the City of Kennewick, Washington, a municipal corporation and code city of the State of Washington (the "City"), and Benton County, Washington, a public body corporate of the State of Washington (the "County").

RECITALS

WHEREAS, the City and the County are each authorized by Second Substitute Senate Bill 5045 (Chapter 270, Laws of 2009) (the "Act") to establish "revitalization areas" and to use "local revitalization financing" therein to finance "public improvements" that are reasonably likely to increase private investment and employment within such revitalization areas and generate increases in state and local property, sales, and use tax revenues;

WHEREAS, the City has created on the date hereof, pursuant to Ordinance No. 5265 (the "Ordinance"), a revitalization area designated in the Ordinance as the "Southridge Revitalization Area" (the "Revitalization Area"); and

WHEREAS, the City and the County wish to evidence their respective agreements pertaining to the use of "local property tax allocation revenues" and a "local sales and use tax increment" for purposes of local revitalization financing of public improvements within the Revitalization Area;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the benefits to be realized by each party and by the general public from the creation of the Revitalization Area, the City and the County agree as follows:

1. Authority and Purpose. This Agreement is entered into pursuant to the authority of chapters 39.34 RCW and the Act. This Agreement sets forth the County's approval of and agreement to, pursuant to Sections 106, 107, 201 and 301 of the Act, the City's use of a portion of the County's share of "local property tax allocation revenues" (as defined in Section 102(6) of the Act) with respect to the Revitalization Area and a portion of the County's share of certain sales and use tax revenues generated in the Revitalization Area for local revitalization financing of the "Public Improvement Costs" of "Public Improvements" (the definitions of such terms are set forth in Section 102(15) and (16) of the Act and are incorporated herein by reference)) made in the Revitalization Area.

2. Real Property Tax Distributions. Commencing on January 1, 2011, the "local property tax allocation revenues" (as defined in Section 102(6) of the Act) attributable to the County with respect to the Revitalization Area, not to exceed \$83,000 in any calendar year, will be distributed by the County Treasurer pursuant to Section 201 of the Act and used by the City for the purposes described by Section 1 of this Agreement. Such distributions shall terminate on the earlier of: (i) the date that at least twenty eight

million dollars (\$28,000,000) have been spent on Public Improvements in the Revitalization Area after July 28, 2009; or (ii) December 31, 2035.

3. Sales and Use Tax Distributions.

- (a) Subject to the qualifications set forth below, commencing on January 1, 2011, the County will allocate and distribute 100% of the revenues to the County derived from the local sales and use tax imposed pursuant to Benton County Code Chapter 8.12 (which does not include revenues from Chapters 8.12A or 8.12B of the County Code) from taxable activity within the Revitalization Area resulting from: (i) new construction in the Revitalization Area after such date; and (ii) retail sales tax from businesses or persons that did not conduct business within the Revitalization Area between January 1, 2010, and September 30, 2010; provided, the County's allocations and distributions to the City under this Section 3 shall not exceed Thirty Seven Thousand Dollars (\$37,000) for any calendar year, and all distributions hereunder shall be used for the purposes described in Section 1 of this Agreement. Prior to January 1, 2011, the City shall submit to the Benton County Treasurer a list of persons and businesses reporting sales or use tax collections in the Revitalization Area from January 1, 2010 through September 30, 2010, and the County's agreement with such list will be indicated by the written approval of the Benton County Treasurer. All persons on that list shall be hereafter referred to as the "Baseline Retailers". The County is not obligated to allocate and distribute to the City any sales or use tax revenues under this Section 3 collected by the County prior to the parties' agreement as to the list of Baseline Retailers. Further, the County is not obligated to allocate or distribute any sales or use tax revenues collected by the Baseline Retailers at any time, except for sales or use tax revenues resulting from new construction projects by Baseline Retailers.
- (b) The City will invoice the County no earlier than 60 days after the end of each quarter, commencing with the quarter ending March 31, 2011, for the amount due under Section 3(a) above, not to exceed \$37,000 for any calendar year, based upon the sales and use tax information the City receives from the Department of Revenue. The invoice will identify the name and address of each person or business that is not a Baseline Retailer that remitted sales or use tax during the prior quarter as a result of taxable activity within the Revitalization Area, the total sales or use tax remitted by those persons or businesses during that quarter, the name of each person or business that remitted sales or use tax during the prior quarter in conjunction with a new construction project in the Revitalization Area, the address of all such new construction projects, and the total sales or use tax remitted by those persons or businesses during that quarter. The County shall make such payments to

the City within 30 days of receipt of such invoices that are in accordance with Sections 3(a) and 3(b) above.

- (c) In the event that no sales or use tax is due under Section 3(a) above in a quarter, the County will not be required to make any payment to the City for that quarter. In the event no payment is due, the City will provide notification to the County that no payment is due for that quarter.

- (d) The obligation by the County to make distributions to the City under Section 3(a) above shall terminate upon on the earlier of: (i) the date that at least twenty eight million dollars (\$28,000,000) have been spent on Public Improvements in the Revitalization Area after July 28, 2009; or (ii) December 31, 2035.

4. Interlocal Cooperation Act Required Provisions.

(a) Duration. This Agreement shall continue until the earlier of: (i) the date that all obligations to distribute money to the City under Sections 2 and 3 of this Agreement have expired; or (2) December 31, 2035. In the event the City does not receive a project award of at least Two Hundred Thousand Dollars (\$200,000) per year from the Department of Revenue for the Southridge Local Revitalization Financing project, the City shall promptly notify the County in writing of such event. At its discretion, the County shall have sixty (60) days from the date of receipt of such notice to terminate this Agreement by notifying the City in writing.

(b) Organization of Separate Entity and Its Powers. No separate legal entity is intended to be created pursuant to this Agreement.

(c) Purpose. See Section 1 above.

(d) Manner of Financing and Establishing and Maintaining a Budget. The financing of the Public Improvements will be accomplished in the manner described under Sections 1, 2 and 3 of this Agreement. The parties adopt Section 5 of the Ordinance as the budget for such expenditures.

(e) Termination and Disposal of Property. This Agreement may not be terminated any earlier than as provided in paragraph 4(a) above. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of this Agreement.

(f) Administration of this Agreement. The County hereby designates the County Administrator as its representative for the purpose of implementing this Agreement

on behalf of the County. The City hereby designates the City Manager as its representative for the purpose of implementing this Agreement on behalf of the City.

(g) Manner of Acquiring, Holding and Disposing of Property. All real and personal property acquired pursuant to this Agreement shall be acquired by the City, held by the City and disposed in such manner as the City determines from time to time.

(e) Agreement to be Filed. The City shall file this Agreement with its City Clerk. The City shall also file this Agreement with the County Auditor.

5. Reporting. Each quarter starting with the quarter ending December 31, 2009, the City shall provide the County with a written report identifying the Public Improvements completed or under construction in the Revitalization Area, the amount paid for such Public Improvements in that quarter, the entity making any of those payments, and the cumulative cost of Public Improvements in the Revitalization Area since the effective date of this Agreement. The City shall also promptly provide the County with a copy of the annual report due by March 1st of each year from the City to the Department of Revenue under Section 501 of the Act.

6. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

7. Counterparts. The parties may sign this Agreement in one or more counterparts hereto and each counterpart shall be treated as an original.

8. Binding Effect. Both parties have full power and authority to execute and deliver this Agreement and to perform their respective obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the County and the City and is enforceable in accordance with its provisions.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

10. Entire Agreement. The City and the County agree that this Agreement is the complete expression of the parties on this subject. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement may only be amended in a writing signed by both parties that expressly indicates such writing is intended to amend this Agreement.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed the Agreement and it shall be effective as of the last date of execution below.

CITY OF KENNEWICK, WASHINGTON

City Manager

ATTEST:

City Clerk

(S E A L)

BENTON COUNTY, WASHINGTON

Chair, Board of County Commissioners

Commissioner

Commissioner

ATTEST:

Clerk of the Board of
County Commissioners

(S E A L)