October 26, 2009

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
October 12, 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; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Steve Becken and Malcolm Bowie, Public Works; Central Services Manager Randy Reid; DPA Ryan Brown; Auditor Bobbie Gagner; Ehriza Rivera, Treasurer's Office.

Approval of Minutes

The Minutes of October 5, 2009 were approved.

Consent Agenda

Commissioner Beaver requested item "e" be pulled for discussion.

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

Central Services
a. Purchase of Maintenance for Fujitsu Scanners
Facilities
b. Notice of Completion of the Treasurer's Office Remodel
Juvenile
c. Criminal Defense Amended Service Agreement w/S Henwood
Parks
d. Personal Services Contract w/J-U-B Engineers, Inc. for Horse Heaven Vista Project
Public Works
f. Authorization to Sign Contract for Johnson, Hinzerling & OIEH Intersection
g. Authorization to Proceed w/Improvements for Johnson, Hizerling & OIEH Intersection
h. Authorization to Schedule/Advertise a Bid Date for Crushing & Stockpiling 2009 & 2010

i. Authorization to Purchase Liquid Deicer

Sheriff

j. Contract Extension Agreement w/Consolidated Food Management, Inc.

Item "e" (Service Agreement Extension w/J.T. Atkins & Company, Amending Resolution)

Commissioner Beaver asked about the contract and if the County was taking a lead role in this project. Mr. Fyall stated it was just an extension of time to finish the project and was just an update on the original AVA master plan. He stated it was different from the economic feasibility study that was being done.

David Sparks said he had requested the Public Works Department to meet with Benton REA so the Board could be informed of the overall goal of the Red Mountain plan.

MOTION: Commissioner Beaver moved to approve the Service Agreement Extension with J.T. Atkins & Company. Commissioner Bowman seconded and upon vote, the motion carried.

Letter from Bernardo Wills Architects – New Administration Building

Roy Rogers discussed the letter from Bernardo Wills Architects regarding the preliminary cost assessment for the new administration building.

Commissioner Bowman said he did not think the Board should move forward at this time. Commissioner Beaver concurred.

Chairman Benitz requested a letter be prepared outlining the Board's intent to put the project on hold until funding became available.

Other Business

Meeting Cancellation

The Board agreed to cancel the meeting on October 19, 2009.

Letter to King County Council - WSAC

Commissioner Bowman presented a letter to King County Council encouraging them to stay in WSAC and asked the Board to approve the letter. He said it was in the best interest of all counties to remain united in Olympia on major issues and now was not the time to back out.

Commissioner Beaver said he was in support of the letter. Chairman Benitz said he concurred, but he wanted to be cautious about asking other counties to support services they could not afford.

Initiative 1033

Commissioner Bowman discussed his concern about I-1033 and the possible ramifications of eliminating economic development across the State of Washington. Commissioner Beaver stated he believed that most folks were not aware of the outcome of voting for certain initiatives.

Vouchers

Check Date: 09/18/2009
Warrant #: 933338-933567
Taxes #: 01160909
Total all funds: $1,061,205.38

Check Date: 10/05/2009
Taxes #: 10109101-10109104
Warrant #: 934804-934839
Total all funds: $1,775,496.58

Check Date: 10/05/2009
Warrant #: 225463-225621
Direct Deposit #: 47386-47962
Total all funds: $2,053,161.21

Check Date: 10/09/2009
Warrant #: 934919-935143
Total all funds: $787,945.59

Check Date: 10/09/2009
Warrant #: 935144-935145
Total all funds: $3,182.97

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

Resolutions

09-676	Purchase of Maintenance for Fujitsu Scanners
09-677	Notice of Completion of the Treasurer's Office Remodel
09-678	Juvenile Criminal Defense Amended Service Agreement w/S Henwood
09-679	Personal Services Contract w/J-U-B Engineers, Inc. for Horse Heaven Vista Project
09-680	Service Agreement Extension w/J.T. Atkins & Company, Amending Resolution 09-331
09-681	Authorization to Sign Contract for Johnson, Hinzerling & OIEH Intersection
09-682	Authorization to Proceed w/Improvements for Johnson, Hizerling & OIEH Intersection

09-683 Authorization to Schedule/Advertise a Bid Date for Crushing & Stockpiling 2009 & 2010

09-684 Authorization to Purchase Liquid Deicer

09-685 Contract Extension Agreement w/Consolidated Food Management, Inc.

There being no further business before the Board, the meeting adjourned at approximately 9:30 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Budget Workshop Meeting
October 13, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Treasurer Duane Davidson; Central Services Manager Randy Reid; Auditor Bobbie Gagner and Deputy Auditor Brenda Chilton; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Juvenile Administrator Sharon Paradis; Clerk Josie Delvin and Deputy Clerk Jacki Hill; Assessor Barb Wagner; Clark Posey and Carel Hiatt, Planning Dept.

Revenue/Expenditures

Linda Ivey reviewed the initial revenue figures and preliminary baseline and requested 2010 Current Expense Budget. The initial figures were as follows:

Revenue:	$51,347,977
Expenditures (Baseline):	52,847,437
	(1,499,460)

Revenue:	$51,347,977
Expenditures (Requested)	54,114,237
	(2,766,260)

Ms. Ivey then presented a worksheet with suggested revenue modifications for real and personal property taxes, retail sales and use tax, retail sales and use tax-criminal justice, intergovernmental revenues, charges for services, and fines and forfeitures. Ms. Ivey said the modifications brought the new net decrease amount to fund balance at (493,637).

Additionally, Ms. Ivey presented information on the consolidated budget for all funds.

Commissioner Bowman said the new revenue number helped the budget, but it did not appear there was room for any new requests. Commissioner Beaver commented that if there was new

money available during the course of the year to fund certain items, the Board might be able to accommodate that.

Chairman Benitz stated the importance of identifying grant-funded positions in the budget so if the grant went away, then the position would go away. Commissioner Bowman commented the Board always had that philosophy, but sometimes the programs become a priority and the Board agreed to keep the program (i.e. drug court). However, now the reality was that these programs would have to be prioritized.

Commissioner Beaver suggested exploring the idea of departments cost sharing expenses (one employee being shared by different departments).

David Sparks said they were fairly aggressive on revenue numbers this budget, where in the past they had been more conservative. He said it was imperative that the number to balance be zero, now more than ever, and that the Board reduce ½ million from expenditures.

The Board agreed to the proposed revenue changes as presented by Ms. Ivey.

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

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 101, ASSESSOR, FOR ENGINEER SERVICES IN THE AMOUNT OF $650.00

BE IT RESOLVED, by the Board of Benton County Commissioners, that $650.00 shall be transferred as more clearly defined in Exhibit A attached hereto:

Dated this ..... day of ..... , 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Assessor's Office

H Mercer

BENTON COUNTY LINE ITEM TRANSFER

Exhibit A

Dept Name: Assessor **Dept Nbr:** 101

Fund Name: Current Expense **Fund Nbr:** 0000-101

TRANSFER FROM: **TRANSFER TO:**

BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT		BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT
(6 digit)	(4 digit)				(6 digit)	(4 digit)		
514.240	4102	Contract Services	$650		514.240	9103	Engineer Services	$650
	TOTAL		$650			TOTAL		$650

Explanation: The Benton County Assessor's office is in need of funding to the engineer services line item. The 2003 Ford Expedition, which we are responsible for maintaining needed new brakes.

Prepared by: Barbara Wagner by Harriet Mercer Date: _____

Approved ☐ Denied ☐ Date: _____

_____ Chairman

_____ Member

_____ Member

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The County has accumulated a large amount of surplus personal property and space availability is limited; and

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county personal property; and,

WHEREAS, the Personal Property Manager has determined that the personal property on Attachment A is not desired by any other County department or office; and,

WHEREAS, all the items listed have an estimated value between $50 and $2,000; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, all items included on Attachment A are hereby surplused and

BE IT FURTHER RESOLVED, that the personal property listed in Attachment A shall be sold at public auction on November 7, 2009 by Booker Auction Company; and upon unsuccessful sale of surplus items, shall be disposed of under the terms of the agreement with Booker Auction Company, Attachment B, and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached "Auction Sale Agreement", Attachment B, authorizing Booker Auction Company to sell the listed equipment at public auction on November 7, 2009, and

BE IT FURTHER RESOLVED, that, upon successful sale of surplused items, the Personal Property Manager shall be authorized to take all action necessary to transfer title of items listed in Attachment A.

Dated this _____day of _____, 20__ __.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Prepared by P. Powell

	Vehicle #	Description	VIN #	Title #	License #
1	433	1997 Ford F-250 4X4 Regular Cab P/U	1FTHF26F7VEB26634	9707903234	41354C
2	463	1999 Ford Crown Victoria PI	2FAFP71W4XX240168	9924503103	52372C
3	483	2002 Ford Excursion 4X4	1FMNU41S72EC54002	0212203301	61193C
4	491	2004 Chevrolet Silverado 4X4 Extended Cab P/U	1GCEC19T54Z246804	0406403203	69122C
5	1022	1994 Pontiac Grand Prix	1G2WJ52M7RF344346	9420603305	31119C
6	1062	2003 Ford Ranger Extended Cab 4X4 P/U	1FTZR15E63PB05953	0308403302	66214C
7	98-09	1998 Ford Crown Victoria, Green	2FAFP71W2WX154114	9816802702	47249C
8	02-01	2002 Ford Expedition, Silver	1FMPU16L02LA88037	202302816	61612C
9	04-05	2004 Ford Crown Victoria, Silver	2FAHP71W64X140870	0406303010	69151C
10	04-07	2004 Ford Crown Victoria, Silver	2FAHP71WX4X140869	0406303008	69133C
11	04-08	2004 Ford Crown Victoria, Silver	2FAHP71W84X140868	0406303007	69132C
12	04-09	2004 Ford Crown Victoria, Silver	2FAHP71W64X140867	040633030015	69154C

Attachment A

AUCTION SALE AGREEMENT

It is hereby mutually agreed by and between Booker Auction Co., and **Patrick Powell** (Owner / Agent)

DBA **Benton County Auditor's Office** Address **P O Box 470, Prosser, WA 99350**

Phone **509/786-5614** Cell _____ Fax **509/786-5528** Email _____

as owner, in consideration of their several promises set forth, and for value received as follows:

1. Booker Auction Company agrees to sell owner's personal property at public auction at the time and place hereinafter stated,
2. Date of Auction: **11/07/2009** Location **Booker Auction Company, Eltopia, WA**
4. Owner hereby gives Booker Auction Co. the **EXCLUSIVE RIGHT TO SELL** the following described personal property:

_____ Listed Equipment _____ (complete list attached as Exhibit "A").

Furthermore, owner agrees that all items listed will be included in the auction and that NO ITEMS WILL BE SOLD OR OTHERWISE DISPOSED OF PRIOR TO SALE DATE.

5. A. Said Owner hereby employs Booker Auction Company to conduct said auction, and agrees to pay them therefore a sum equal to **Ten (10 %)** percent of the gross proceeds of the auction, at a minimum commission of $5 per lot, payable forthwith after the conclusion of the auction, by the clerk thereof, and from the proceeds thereof. Special Conditions: **An Administrative fee of 10% will be charged to buyers on all lots selling for $2500.00 or less.**

   B. Owner agrees to pay for **THEIR PRO RATA SHARE** of advertising expense **BASED ON GROSS SALES** and the cost of any special equipment and/or materials required to load, haul, organize, conduct, or clean up after said auction, from the proceeds thereof.

   C. Owner shall be responsible for the removal and disposal of items deemed unsafe or non-saleable, and agrees to pay any charges or fees accrued as a result thereof.

   D. Owner warrants that all property to be sold is free and clear of all liens and encumbrances. If not, Owner is required to provide the contact information for loan officer(s) of such lending institutions within three (3) days of signature of this Agreement. Owner further hereby authorizes the loan officer/lender of secured collateral to discuss and disclose to Booker Auction Company the lien holder's name, address, account number, and the balance due required paying off each item. Research to acquire non-provided lien status will be billed at cost plus $50/ hour by Booker Auction Company

Lienholder	Address/Telephone	Account No.	Contract No.

   E. Owner shall be responsible for any charges or fees accrued to guarantee clear title or to pay off liens on any item sold at auction. Owner gives his consent to Booker Auction Co. to pay off any liens, encumbrances, and unpaid current or advance personal property taxes on property sold at auction from the proceeds thereof.

   F. Owner will not be permitted to apply auction proceeds as a credit against auction purchases when secured by any UCC perfected creditor.

   G. In the event of any dispute on secured or encumbered personal property sold, Owner authorizes Booker Auction Co. to deduct costs and attorney fees and interplead the balance of the proceeds into the courts.

6. Owner authorizes Booker Auction Co. to accept cash, personal check, or certified funds made payable to Booker Auction Co., and/or VISA or MASTERCARD bank cards for payment of items sold.
   A. Owner agrees a five percent (5%) purchase premium will be added to the bid price of all items sold, to be countered by a five percent (5%) discount for cash payment made day-of-sale. Booker Auction Co will retain the 5% purchase premium resulting from payments made by credit/debit cards to offset merchant account fees.
7. Booker Auction Co. acts as an agent only for the owner. Owner shall assume ALL RISK OF LOSS (i.e. theft, fire, vandalism) until such property passes to purchaser. Owner shall at owner's expense defend, indemnify, and hold Booker Auction Co. harmless from all claims, false, fraudulent, and negligent misrepresentation. Booker Auction Co. agrees to pursue all legal means to collect non-paid funds or recover equipment for resale. Owner agrees to cooperate with all collection efforts and participate with any collection costs.
8. Owner is notified that there **WILL** be other consignors included in this auction.
9. A. Owner agrees to accept highest offer or bid received on auction day without reservation.
   B. In the event that Owner requires "a reserve price" on any particular item, Owner must notify Booker Auction Company of said intent "AT THE TIME OF SIGNING" this contract. A **Ten** (%) percent "No Sale" fee on the highest bid received will be charged on all "No Sale" items with a $5 minimum commission per item. RESERVE PRICE $_____
10. Owner agrees to furnish all titles of ownership or copies of titles, on any licensed vehicle being sold by Booker Auction Company at least TEN DAYS PRIOR to auction date. **Proceeds from sale of licensed vehicles WILL NOT BE DISBURSED until Vehicle Certificate of Title, Release of Title Interest, or notarized Affidavit of Lost Title has been delivered to Booker Auction Co.**
11. Owner agrees to have said items ready for auction one day prior to contract auction date. In the event said Owner elects not to organize and prepare items for auction, Owner agrees to pay the costs of moving, cleaning, organizing, and/or needed repairs to ready the items.
12. Owner agrees to allow purchasers ample time to remove items from auction site.
13. A. Owner agrees to furnish a loader and assist in loading for **N/A** days after auction date.
    B. Owner agrees to pay for the rental of a loader and the cost of an operator for **N/A** days after said auction.
14. Owner **WILL / WILL NOT** agree to allow Booker Auction Company to bid, or to bid on behalf of absentee buyers.
15. Booker Auction Co. agrees:
    A. To advertise and promote said auction in a professional manner.
    B. To assist and advise Owner in the order and manner of property organization for auction event.
    C. To auction or negotiate the highest bid.
    D. To require positive identification of all purchasers.
    E. To clerk and cashier sale and to provide Owner with a complete printed record upon finalization of sale.
    F. To furnish Owner a complete statement of expense & consignor proceeds within 21 days of sale event, PROVIDED, all certificates of title, liens, leases, and encumbrances have been settled to guarantee clear title of consigned properties.
16. This agreement shall be binding upon the heirs, assigns, and successors of interest in the parties hereto. The venue for any action brought to enforce the terms of this agreement shall be in **Franklin** County, **Washington**.
17. Booker Auction Co. is acting solely as agent to the Owner and may not be held liable for any accident or injury before, during, or after said auction. Owner agrees to indemnify and hold Booker Auction Co., its agents and employees, harmless from all such claims and shall defend the same at Owner's expense.
18. Owner hereby agrees to maintain insurance on all items held for auction until ownership transfers.
19. There are no other verbal or written agreements, which could modify or affect this agreement unless attached in writing as Exhibit B and signed by both parties. Similarly, Owner warrants that the decision to enter into this agreement is not predicated upon any past or present property evaluation expressed by Auctioneer, either written or verbal.
19. Owner hereby certifies legal title and authority to sell the above mentioned items at auction and shall provide Auctioneer with Corporate Resolutions confirming corporation approval, if applicable.
20. The terms and conditions of this agreement become effective immediately upon signature of both parties and shall include any sale of listed personal property before, during, or within 30 days following said Auction date.
21. Facsimile transmissions of any signed original document and retransmission of any signed transmission shall be the same as transmission of any original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing the original document.

Owner _____ S/S or UBI No. _____ Date _____

Owner _____ S/S or UBI No. _____ Date _____

Camille Booker
Booker Auction Company By:

10-12-09
Date:

Booker Auction Co.
TALLEST IN THE BUSINESS
License # 2144
31 West Eltopia Road, Eltopia, Washington 99330
Phone: (509) 297-9292 ~ FAX: (509) 297-9295

NAA Auctioneer

Cons. 1008

"B"

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY RE: THE BENTON COUNTY BUSINESS TRAVEL AND EXPENSE POLICY; RESCINDING RESOLUTION NO. 09-029

WHEREAS, the fiscal year 2010 federal per diem rates have been released and the Board desires to update the Benton County Business Travel and Expense Policy and adopt the IRS Maximum Federal Per Diem Rates now in effect;

NOW, THEREFORE,

BE IT RESOLVED that effective November 1, 2009 all Benton County employees and other travelers authorized to travel by the County shall be reimbursed for the cost of meals while conducting official county business at the IRS Maximum Federal Per Diem Rates in effect on November 1, 2009; and

BE IT FURTHER RESOLVED the per diem rates in effect on November 1, 2009 shall remain in effect until updated by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves the attached Business Travel and Expense Policy, as amended, and rescinds Resolution No. 09-029.

Dated this ..... day of ....., 2009.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: All Depts., Policy Book; Intranet

McKenzie

BUSINESS TRAVEL AND EXPENSE POLICY

I. PURPOSE

This guideline provides policies and procedures for authorizing business travel and for reporting reimbursable business expenses.

II. POLICY

It is the policy of Benton County that business travel and expenses be restricted to those activities that are necessary and clearly in the best interest of the County. All employees need to remain sensitive to potential negative public perceptions regarding business expenses incurred by government employees and to use prudence and good judgment when traveling at County expense. As such, Benton County is establishing a per diem only reimbursement method for meals incurred to conduct County business (except for the two provisions provided in section II, subsection A, paragraph 4).

Reimbursement for other travel expenses outside Benton County and for business expenses within the immediate area are limited to actual, necessary, and reasonable expenses in accordance with RCW 42.24. Established reimbursement rates for business travel are listed in Attachment 1. Meals are established at a per diem rate only (except for the two provisions provided in section II, subsection A, paragraph 4).

Business expenses are categorized as follows:

A. Allowable Expenses. Unless specific exceptions are granted by the approving authority, the following cost limitations apply:

1. Transportation. Travel is to be by the most direct route and by the most economical mode available in the form of transportation approved by the responsible elected official or department director/manager. If more expensive transportation is used, reimbursement is limited to costs that would have been incurred had the most economical means been used.

2. Mileage. Travelers using privately owned automobiles on County business will be reimbursed for actual miles driven at the established rate (see Attachment 1).

3. Lodging. Lodging should be at the lowest available government, corporate, or conference rate. Travelers may stay at the conference center hotel even if less expensive lodging is located nearby. Otherwise, travelers are to make use of the most economical, suitable accommodations available. County employees are not required to stay in lodgings of a quality inferior to those rated at one star in the appropriate Mobile Travel Guide (available at the Richland Public Library).

4. Meals

a. Benton County. Meal reimbursements will be allowed within Benton County only upon written authorization from the department's Elected Official and will be reimbursed at the established federal per diem rates (See Attachment 1). Departments reporting to the County Commissioners will require authorization from two Commissioners. Elected Officials are responsible for authorizing their own meal reimbursements.

b. Outside Benton County. Meal reimbursements outside Benton County will be allowed at the established federal per diem rates (see Attachment 1) or under one of the two exceptions listed below. Meals included in registration fees or included with lodging are not reimbursable.

EXCEPTION #1 (Receipt Supported Business Meals for Elected Officials and Department Directors/Managers-$50.00 Maximum): Elected Officials and Department Directors/Managers may be reimbursed for receipt-supported business meals (receipt must be itemized and issued by the vendor) necessary to transact County business up to a maximum of $50.00 total per day or individual per meal amounts based thereon pursuant to the receipt supported meal rates in Attachment 2. Because of IRS regulations, if a sufficiently detailed receipt is not submitted, the traveler will only be reimbursed at the applicable standard per diem meal rate set forth in Attachment 1 for the entire day or for partial day meal(s).

EXCEPTION #2 (Conference or Meeting Meals): At some conferences or meetings, the breakfast, lunch, or dinner functions may require an extra charge for the meal (not included in the registration). Since this is out of the employee's control, the employee may be reimbursed for such expense, as long as a detailed receipt is submitted. The remaining meals shall be reimbursed at the applicable standard per diem meal rate set forth in Attachment 1 for partial day meal(s), and not eligible for the full per diem.

5. Tips. Tips up to 15 percent (rounded up to the nearest $1.00) are reimbursable for meals that fall into the two exceptions, not based on per diem. (Tip expenses for meals are included in the established per diem rates). Tips for other services are limited to 15 percent or $5.00, whichever is less.

6. Miscellaneous Expenses. Necessary miscellaneous business expenses, such as taxi and bus fares, ferries, tolls, parking fees, and educational materials are reimbursable. Detailed receipts are required for miscellaneous business expenses exceeding $5.00.

B. Non-Allowable Expenses

Expenses of a personal nature that do not benefit the County and which might have been incurred even if the traveler was not on official business are not reimbursable. Examples include, but are not limited to dependent expenses, entertainment, traffic fines, loss or damage to personal property, purchase of personal articles, personal telephone calls, in-room movies, laundry service, valet service, and alcoholic beverages.

EXCEPTION: Employees are allowed reimbursement for one personal call of approximately 10 minutes for each night spent out of town, provided they must use the most economic method available.

If additional costs resulting from combining personal and business travel are prepaid by the County (for example: increased airfare due to indirect routings or extra stops), those additional costs shall be paid to the County by the traveler upon return of trip.

III. RESPONSIBILITY

A. Employees. Employees traveling on County business are responsible for making themselves aware of and following these procedures.

B. Elected Officials and Department Directors/Managers. Elected officials and department directors/managers are responsible for verifying the trip is necessary and clearly in the best interest of the County, that budgeted funds are available, and ensuring that these procedures are complied with.

The employee's elected official or department director/manager must approve all business travel expenses.

IV. PROCEDURE

A. Travel Documents. Travelers need to keep in mind that they are responsible for the accuracy of information reported on County travel documents.

B. Conferences, Classes, and Seminars. Registration for a conference, class, seminar, etc. must be approved by the department director/manager or elected official.

C. Advance Travel. The Advance Travel form must be received by the department director/manager or elected official at least three working days before leaving if the trip involves travel advance, transportation tickets, or registration fees. Travel advances may be provided when anticipated out-of-pocket expenses are expected to exceed $100.00 per person. At the discretion of the elected official or department director/manager, a County credit card may be provided.

Advance travel checks may be picked up from the Treasurer within one working day of departure unless alternate arrangements are made due to unusual circumstances. The traveler, or an authorized representative, must pick these up.

D. Travel Modes.

1. Commercial Air Travel. Reservations for commercial air transportation may be made through each department. Travelers are not required to fly on aircraft not able to carry at least twenty passengers.

2. County Vehicles. If available, a County vehicle should be considered for business travel outside Benton County if the most appropriate mode of travel is by automobile.

3. Personal Vehicles. Travelers using personal vehicles must have a valid driving license and State of Washington required insurance coverage. The County retains liability insurance, but it only covers claims against the County, not against the traveler.

4. Rental Vehicles. Vehicle rentals should be considered as an alternative to personal vehicles if the cost is more beneficial to the County.

E. Additional Requirements.

1. Advance Travel. Advance Travel will not be provided for travel that will be reimbursed by an outside entity.

2. Multiple Travelers. If traveling by automobile and if practicable, all travelers to the same event shall travel together in the same vehicle. Those choosing not to share a ride when practicable may be required to cover their own transportation costs.

3. Consideration of Value. All promotional air fare, tickets, discount coupons, or negotiable items of value received as a result of travel on County business may not be used by the traveler for personal purposes.

F. Reporting.

1. Expense Vouchers. Expense vouchers shall be approved by the department director/manager or elected official and then forwarded to the Auditor, with receipts attached. In lieu of an actual receipt, a signed affidavit stating the nature of the purchase, items purchased, and the reason for no receipt will be accepted.

ATTACHMENT 1 – Page 1

Benton County - Travel and Expense Policy

ESTABLISHED REIMBURSEMENT RATES

The Board of Benton County Commissioners may reissue this attachment to the Business Travel and Expense Policy as federal reimbursement rates change.

Mileage Reimbursement

The reimbursement rate for use of a personal vehicle for business purposes shall be $0.55 cents per mile, which is subject to change annually.

Meal Expenses

Employees shall be reimbursed for the cost of meals consumed while conducting official County business at the IRS Maximum Federal Per Diem Rates, as published in the federal register by the General Services Administration (GSA).

GSA Federal Per Diem Rates adopted by the Board on November 1, 2009 are in effect until updated by the Benton County Commissioners. GSA Federal Per Diem Rates are available on the web at http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0 or on the Benton County INTRANET home page.

Cities and Counties not listed below or published in the federal register are reimbursed (per IRS) at the current standard rate of $46.00 per diem.

MAXIMUM FEDERAL PER DIEM RATES
Frequently Traveled Cities

CITY	MEALS	CITY	MEALS
Seattle & King County	$71.00	Portland	$66.00
Spokane	$61.00	San Francisco	$71.00
Olympia/Tumwater	$61.00	Salt Lake City	$61.00
Tacoma	$61.00	Las Vegas	$71.00
Tri-Cities	$46.00	Reno	$51.00
Vancouver	$56.00	Los Angeles	$71.00
Yakima	$46.00	San Diego	$71.00
Wenatchee	$46.00	Denver	$66.00
Lynnwood	$61.00	Chicago	$71.00
Ocean Shores	$51.00	Nashville	$66.00
Bellingham	$46.00	Charlotte	$51.00
Moses Lake	$46.00	Washington D.C.	$71.00

MEALS FOR PARTIAL DAY TRAVEL STATUS

Breakfast *25%	11.00	13.00	14.00	15.00	16.00	18.00
Lunch *30%	14.00	15.00	17.00	18.00	20.00	21.00
Dinner *45%	21.00	23.00	25.00	28.00	30.00	32.00
Total Daily 100%	46.00	51.00	56.00	61.00	66.00	71.00

*Rounded to the nearest dollar
*These rates include 15% tips rounded to the nearest dollar

ATTACHMENT 2

ELECTED OFFICIALS AND DEPARTMENT DIRECTORS/MANAGERS
ITEMIZED RECEIPT SUPPORTED MEAL RATES

Breakfast	$12.00
Lunch	$15.00
Dinner	$23.00
Total	$50.00
Tip	*15% (maximum)

In order to comply with IRS guidelines governing reimbursable meal expenses, if a sufficiently detailed receipt is not submitted, the traveler will be reimbursed at the Attachment 1 standard appropriate daily per diem meal rate for the date of the missing receipt. **NO EXCEPTIONS.**

RECEIPT SUPPORTED REIMBURSEMENT: Receipt supported reimbursement for a full day's meals shall not exceed a total of $50.00 per day, plus 15 percent for tips. Because of the possibility of negative public perceptions of government travel, it is expected that the receipt supported, maximum daily amount will be used infrequently and in situations where it is necessary and beneficial to the County.

RESOLUTION

d

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A 60 GALLON VULCAN ELECTRIC KETTLE FROM SMITH AND GREENE COMPANY FOR THE KITCHEN LOCATED AT THE BENTON COUNTY JAIL FACILITY, JAIL DEPRECIATION FUND NO. 0142-101

WHEREAS, per Resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between $5,000 and $25,000 without advertisement and formal sealed bidding if the County secures written quotes from different vendors on the vendor list; and

WHEREAS, the Benton County Sheriff's Office consulted the vendors list and found Smith and Greene Company, Coffey Refrigeration, and Cook's Direct as the only companies on the vendor list that offer commercial grade kitchen equipment; and

WHEREAS, the companies provided the following quotes for a 60 gallon Vulcan Electric Kettle Model No. VEL60; and

Smith and Greene Company ($11,065.41 excluding WSST but includes shipping)
Coffey Refrigeration ($12,645.00 excluding WSST and shipping)
Cook's Direct ($11,144.89 excluding WSST but includes shipping)

WHEREAS, the Facilities Manager has reviewed the quotes for completeness and recommends purchasing the 60 gallon Vulcan Electric Kettle from Smith and Greene Company; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Facility Manager's recommendation and hereby authorizes the purchase of the 60 gallon Vulcan Electric Kettle Model No. VEL60 from Smith and Greene Company in the amount of $11,065.41 plus WSST with the total amount payable not to exceed $12,050.00 including WSST.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K Mercer

From: "Jim Lumper" <jiml@smithandgreene.com>
To: <Keith.Mercer@co.benton.wa.us>
Date: 10/9/2009 10:02 AM
Subject: Benton_County3.pdf
Attachments: Benton_County3.pdf

Keith,

Here is the Bid you requested delivery to you is included and sales tax is at the bottom.

This also includes a performance check by Hobart after you have it hooked up and also training by the Rep from Vulcan.

Sincerely,

Jim Lumper
Project Manager
915 W. 2nd Ave., Suite 2
Spokane, WA 99201
1-866-913-7311 fax 1-866-913-7411

10/9/2009

QUOTE

To: Benton County

From: Smith & Greene Company
Jim Lumper
W 915 Second Avenue
Suite 2
Spokane, WA 99201
Phone: (425) 656-8000
Toll Free: (800) 232-8050
Fax: (425) 656-8075

Item	Qty		Description	Sell Each	Sell Total
1	1	ea	**KETTLE, ELECTRIC**	11,065.41	11,065.41
			Vulcan Hart Model No. VEL60-		
			Stationary Kettle, Electric, 60-gallon capacity, 2/3 jacketed, tri-leg base, spring assist cover, 2" compression draw-off valve w/perforated strainer, faucet bracket 90° left of draw-off, s/s construction, 50 psi, 18kw		
	1	ea	1 year limited parts & labor warranty, standard		
	1	ea	208v/60/3ph, 18kw, 50.0 amps, direct wired, standard		
	1	ea	2" Draw-off valve standard		
			Extended Total for Item No. 1: **$11,065.41**		
2	1	ea	**CONVECTION OVEN, GAS**	5,709.00	5,709.00
			Vulcan Hart Model No. VC44GD		
			Convection Oven, Gas, double-deck, standard depth, solid state controls, electronic spark igniters, 8" high legs, stainless steel front, top and sides, s/s doors with windows, 44,000 BTU each section		
	1	ea	1 year limited parts & labor warranty, standard		
	1	ea	Gas type to be specified		
	1	ea	(2) 115v/1ph, 1/2 HP, 9.0 amps, 6' cords & plugs standard		
	1	ea	SST legs, standard		
			Extended Total for Item No. 2: **$5,709.00**		
				Merchandise	16,774.41
				Sales Tax (6%)	1,006.46
				Total	17,780.87

Acceptance: _____ Date: _____

Printed Name: _____

SUBMITTAL SHEET

ITEM# 1 - KETTLE, ELECTRIC

Vulcan Hart Model VEL60 (1 REQ'D)

Stationary Kettle, Electric, 60-gallon capacity, 2/3 jacketed, tri-leg base, spring assist cover, 2" compression draw-off valve w/perforated strainer, faucet bracket 90° left of draw-off, s/s construction, 50 psi, 18kw

ACCESSORIES:

MFR	Qty	Model	Spec
Vulcan	1		1 year limited parts & labor warranty, standard
Vulcan	1		208v/60/3ph, 18kw, 50.0 amps, direct wired, standard
Vulcan	1		2" Draw-off valve standard

ELECTRICAL

	AMPS	KW	HP	VOLTAGE	CYCLE (Hz)	DIRECT	NEMA
Electric1:							
Electric2:							

REMARKS 1:

REMARKS 2:

PLUMBING AND STEAM

GAS		STEAM INLET			STEAM RETURN SIZE(in)	HOT WATER		COLD WATER SIZE(in)	DRAIN SIZE(in)	
SIZE(in)	MBTUH	SIZE(in)	lb/hr	PSIG		SIZE(in)	GPH		DIRECT	INDIRECT

REMARKS:

Coffey
REFRIGERATION
COMMERCIAL REFRIGERATION AND AIR CONDITIONING
P.O. Box 6257, Kennewick, Wa 99336 (509)586-1519 Office (509)586-0997 FAX

October 18, 2009

Keith Mercer
Benton County Correctional Facilities
7122 W. Okanogan, Box B
Kennewick, Wa 99336

Project: Kitchen Equipment Bid

Mr. Mercer,

Thank you for the opportunity to bid the convenction oven and electric kettle for Benton County Correctional Facilities.

Here is the bid:

Item	Qty	Description	Sell Each
1	1ea	CONVECTION OVEN, GAS **Hobart Model No. HGC502-NATURAL** Convection Oven, Nat. Gas, 2-deck, 60 minute timers, solid state controls - 500°F, 2-spd motors, porcelain int'r, (5) racks each, simultaneous doors w/glass, s/s front, sides & top, 8" s/s legs, 120/60/1, 1/2hp, 44,000BTU each sea level - 2000' 1 ea 1-Year parts, labor & travel time during normal working hours	9,589.00
2	1ea	KETTLE, ELECTRIC **Vulcan Hart Model No. VEL60** Stationary Kettle, Electric, 60-gallon capacity, 2/3 jacketed, tri-leg base, spring assist cover, 2" compression draw-off valve w/perforated strainer, faucet bracket 90° left of draw-off, s/s construction, 50 psi, 18kw 1ea 1 year limited parts & labor warranty, standard 1ea 208v/60/3ph, 18kw, 50.0 amps, direct wired, standard 1ea 2" Draw-off valve standard	12,645.00

These prices do not include installation, shipping or sales tax. These prices good for 30 days.

Sincerely,

Valarie Yoder

Valarie Yoder
Coffey Refrigeration

CooksDirect.com

SALES QUOTE

27725 W. Diehl Road,
Warrenville, IL 60555
Phone: (800)956-5571
Fax: (800)956-6822
www.cooksdirect.com

Sell To: Benton County/Kennewick
Steve Franckowiak
7122 W Okanogan Pl
Kennewick, WA 99336
Phone: (509) 735-6555
Fax: (509) 783-5852

Ship To: Benton County/Kennewick
Attn: Steve Frankowiak
7122 West Okanogan Place.
Bldg B.
Kennewick, WA 99336

Requested By: Keith Mercer

Customer ID	Ship Via	Quote No.	Terms	Quote Date	Quote Expires	Salesperson
99336-1	best method	SR77133	Net 30	10/07/09	11/06/09	TSANER

Quantity	Item No.	Description	Unit	Unit Price	Total Price
1	VEL60	Kettle, 60 gallon, electric	Each	11,144.89	11,144.89
		tri-leg style, by Vulcan			
		208/60/3-PH			
1		S & H - Free			
		Cook's does not collect sales tax			

Prepared By: Tim Saner, x122
tsaner@CooksDirect.com

Subtotal:	11,144.89
Invoice Discount:	0.00
Tax:	0.00
Total:	11,144.89

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A DOUBLE DECK VULCAN CONVECTION GAS OVEN FROM SMITH AND GREENE COMPANY FOR THE KITCHEN LOCATED AT THE BENTON COUNTY JAIL FACILITY, JAIL DEPRECIATION FUND NO. 0142-101

WHEREAS, per Resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between $5,000 and $25,000 without advertisement and formal sealed bidding if the County secures written quotes from different vendors on the vendor list; and

WHEREAS, the Benton County Sheriff's Office consulted the vendors list and found Smith and Greene Company, Coffey Refrigeration, and Cook's Direct as the only companies on the vendor list that offer commercial grade kitchen equipment; and

WHEREAS, the companies provided the following quotes for a double-deck Vulcan Convection Gas Oven Model No. VC44GD; and

Smith and Greene Company ($5,709.00 excluding WSST but includes shipping)
Coffey Refrigeration ($9,589.00 excluding WSST and shipping)
Cook's Direct ($6,085.00 excluding WSST but includes shipping)

WHEREAS, the Facilities Manager has reviewed the quotes for completeness and recommends purchasing the double-deck Vulcan Convection Oven from Smith and Greene Company; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Facility Manager's recommendation and hereby authorizes the purchase of the double-deck Vulcan Convection Oven Model No. VC44GD from Smith and Greene Company in the amount of $5,709.00 plus WSST with the total amount payable not to exceed $6,200.00 including WSST.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K Mercer

9

From: "Jim Lumper" <jiml@smithandgreene.com>
To: <Keith.Mercer@co.benton.wa.us>
Date: 10/9/2009 10:02 AM
Subject: Benton_County3.pdf
Attachments: Benton_County3.pdf

Keith,

Here is the Bid you requested delivery to you is included and sales tax is at the bottom.

This also includes a performance check by Hobart after you have it hooked up and also training by the Rep from Vulcan.

Sincerely,

Jim Lumper
Project Manager
915 W. 2nd Ave., Suite 2
Spokane, WA 99201
1-866-913-7311 fax 1-866-913-7411

10/9/2009

QUOTE

To: Benton County

From: Smith & Greene Company
Jim Lumper
W 915 Second Avenue
Suite 2
Spokane, WA 99201
Phone: (425) 656-8000
Toll Free: (800) 232-8050
Fax: (425) 656-8075

Item	Qty		Description	Sell Each	Sell Total
1	1	ea	**KETTLE, ELECTRIC**		
			Vulcan Hart Model No. VEL60	11,065.41	11,065.41
			Stationary Kettle, Electric, 60-gallon capacity, 2/3 jacketed, tri-leg base, spring assist cover, 2" compression draw-off valve w/perforated strainer, faucet bracket 90° left of draw-off, s/s construction, 50 psi, 18kw		
	1	ea	1 year limited parts & labor warranty, standard		
	1	ea	208v/60/3ph, 18kw, 50.0 amps, direct wired, standard		
	1	ea	2" Draw-off valve standard		
			Extended Total for Item No. 1: **$11,065.41**		
2	1	ea	**CONVECTION OVEN, GAS**		
			Vulcan Hart Model No. VC44GD	5,709.00	5,709.00
			Convection Oven, Gas, double-deck, standard depth, solid state controls, electronic spark igniters, 8" high legs, stainless steel front, top and sides, s/s doors with windows, 44,000 BTU each section		
	1	ea	1 year limited parts & labor warranty, standard		
	1	ea	Gas type to be specified		
	1	ea	(2) 115v/1ph, 1/2 HP, 9.0 amps, 6' cords & plugs standard		
	1	ea	SST legs, standard		
			Extended Total for Item No. 2: **$5,709.00**		
				Merchandise	16,774.41
				Sales Tax (6%)	1,006.46
				Total	17,780.87

Acceptance: _____ Date: _____

Printed Name: _____

SUBMITTAL SHEET

ITEM# 1 - KETTLE, ELECTRIC

Vulcan Hart Model VEL60 (1 REQ'D)

Stationary Kettle, Electric, 60-gallon capacity, 2/3 jacketed, tri-leg base, spring assist cover, 2" compression draw-off valve w/perforated strainer, faucet bracket 90° left of draw-off, s/s construction, 50 psi, 18kw

ACCESSORIES:

MFR	Qty	Model	Spec
Vulcan	1		1 year limited parts & labor warranty, standard
Vulcan	1		208v/60/3ph, 18kw, 50.0 amps, direct wired, standard
Vulcan	1		2" Draw-off valve standard

ELECTRICAL

	AMPS	KW	HP	VOLTAGE	CYCLE (Hz)	DIRECT	NEMA
Electric1:							
Electric2:							

REMARKS 1:

REMARKS 2:

PLUMBING AND STEAM

GAS		STEAM INLET			STEAM RETURN	HOT WATER		COLD WATER	DRAIN SIZE(in)	
SIZE(in)	MBTUH	SIZE(in)	lb/hr	PSIG	SIZE(in)	SIZE(in)	GPH	SIZE(in)	DIRECT	INDIRECT

REMARKS:

Coffey
REFRIGERATION
COMMERCIAL REFRIGERATION AND AIR CONDITIONING
P.O. Box 6257, Kennewick, Wa 99336 (509)586-1519 Office (509)586-0997 FAX

October 18, 2009

Keith Mercer
Benton County Correctional Facilities
7122 W. Okanogan, Box B
Kennewick, Wa 99336

Project: Kitchen Equipment Bid

Mr. Mercer,

Thank you for the opportunity to bid the convenction oven and electric kettle for Benton County Correctional Facilities.

Here is the bid:

Item	Qty	Description	Sell Each
1	1ea	CONVECTION OVEN, GAS **Hobart Model No. HGC502-NATURAL** Convection Oven, Nat. Gas, 2-deck, 60 minute timers, solid state controls - 500°F, 2-spd motors, porcelain int'r, (5) racks each, simultaneous doors w/glass, s/s front, sides & top, 8" s/s legs, 120/60/1, 1/2hp, 44,000BTU each sea level - 2000' 1 ea 1-Year parts, labor & travel time during normal working hours	9,589.00
2	1ea	KETTLE, ELECTRIC **Vulcan Hart Model No. VEL60** Stationary Kettle, Electric, 60-gallon capacity, 2/3 jacketed, tri-leg base, spring assist cover, 2" compression draw-off valve w/perforated strainer, faucet bracket 90° left of draw-off, s/s construction, 50 psi, 18kw 1ea 1 year limited parts & labor warranty, standard 1ea 208v/60/3ph, 18kw, 50.0 amps, direct wired, standard 1ea 2" Draw-off valve standard	12,645.00

These prices do not include installation, shipping or sales tax. These prices good for 30 days.

Sincerely,

Valarie Yoder

Valarie Yoder
Coffey Refrigeration

SALES QUOTE

CooksDirect.com

27725 W. Diehl Road,
Warrenville, IL 60555
Phone: (800)956-5571
Fax: (800)956-6822
www.cooksdirect.com

Sell To: Benton County/Kennewick
Steve Franckowiak
7122 W Okanogan Pl
Kennewick, WA 99336
Phone: (509) 735-6555
Fax: (509) 783-5852

Ship To: Benton County/Kennewick
Attn: Steve Frankowiak
7122 West Okanogan Place.
Bldg B.
Kennewick, WA 99336

Requested By: Keith Mercer

Customer ID	Ship Via	Quote No.	Terms	Quote Date	Quote Expires	Salesperson
99336-1	best method	SR77132	Net 30	10/07/09	11/06/09	TSANER

Quantity	Item No.	Description	Unit	Unit Price	Total Price
1	2258B9	Convection oven, double-deck,	Each	5,690.00	5,690.00
		natural gas, std. depth,			
		solid state controls, elctronic spark			
		igniters, , s/s front, top, back			
		& sides, s/s doors w/ windows,			
		44,000 BTU per section, 115/60/1			
		w/ cord & plug std., 1 year limited			
		parts & labor warranty std.			
		Has casters not Legs			
		by Vulcan# VC44GD			
1		S & H - Estimated		395.00	395.00
		Cook's does not collect sales			

Prepared By: Tim Saner, x122
tsaner@CooksDirect.com

Subtotal:	6,085.00
Invoice Discount:	0.00
Tax:	0.00
Total:	6,085.00

f

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE AWARD AND CONTRACT WITH IDEAL TREE SERVICE FOR TREE REMOVAL SERVICES

WHEREAS, per resolution 08-131, any public works services or materials involving less than $10,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, the Washington State Department of Agriculture trapped a single adult apple maggot in a crabapple tree located at 2414 S Fruitland Kennewick, WA; and

WHEREAS, it is the policy of the Benton County Horticultural Pest and Disease Board to remove host trees in which the Washington State Department of Agriculture traps apple maggot; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby agrees with the recommendation and awards Ideal Tree Service the contract for tree removal services for an amount not to exceed $541.50 including WSST; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached contract hereto for said services.

Dated this ..... day of ..... , 20 .....

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

PERFECT PRINTING

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Ideal Tree Service** a corporation authorized to do business in the State of Washington with its principal offices at 218004 E Game Farm Rd, Kennewick, WA 99337(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. **Terms and Conditions;**
b. **Exhibit A, Scope of Work and Compensation**
c. **Exhibit B, 2009 prevailing wage rates.**

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTY and shall expire on December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, Scope of Work and Compensation, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the

parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR: Manuel Vargas 218004 E Game Farm Rd Kennewick, WA 99337

b. For COUNTY: Frank Wolf 1121 Dudley Avenue Prosser, WA 99350

5. COMPENSATION

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

a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit A, "Scope of Work and Compensation", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $541.50.

Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the electrical repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract.

d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract and exhibits hereto.

e. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the**

provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

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

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

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any

subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

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

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR'S general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include

contractual liability coverage.

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

d. **Automobile Liability**: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

e. **Other Insurance Provisions:**

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

(2) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

(4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they

limitations on indemnification.

(7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

f. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the CONTRACTOR agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the COUNTY as an additional insured of cancellation.

(2) The CONTRACTOR shall furnish the COUNTY with

evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

(3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

(4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.

(5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date

of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign a Contract to pay these same wages, and

that such a signed Contract is submitted to COUNTY prior to subcontractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedules contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. DISPUTES

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

17. CONFIDENTIALITY

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

CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

18. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

19. SUCCESSORS AND ASSIGNS

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

21. SEVERABILITY

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

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

22. ENTIRE AGREEMENT

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

23. NOTICES

Any notices shall be effective if personally served upon the

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

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

26. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any

records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section was intentionally left blank -

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

DATED:

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____, Deputy
Prosecuting Attorney

DATED:

Ideal Tree Service

_____
Manuel Vargas; owner

Exhibit A
"Scope of Service and Compensation"

Scope of Service

The CONTRACTOR shall remove one crabapple tree located at 2414 S Fruitland Kennewick, WA. The CONTRACTOR shall remove and dispose of all wood and brush from site.

The CONTRACTOR shall provide all necessary equipment, tools and other items necessary to perform this contract.

Compensation

The CONTRACTOR shall be paid five hundred forty-one dollars and fifty cents to remove one tree. No other compensation will be paid to the CONTRACTOR. CONTRACTOR shall be responsible for all cost of equipment, taxes, licensing and any other expense associated with performance of this contract.

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-DD-CDC-01 with Children's Developmental Center	☒ Execute Contract ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

It is the purpose of this Amendment is to reduce the maximum consideration from $150,000 to $96,524. All other provisions set out in the underlying Agreement remain in full force and effect

SUMMARY

Award: The maximum amount is not to exceed $96,524.00.
Period: July 1, 2009 through June 30, 2010.
Funding Source: Division of Developmental Disabilities

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 Developmental Disabilities. **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 #09/10-DD-CDC-01 with Children's Developmental Center, and to 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 #09/10-DD-CDC-01 BETWEEN CHILDREN'S DEVELOPMENTAL CENTER AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to reduce the maximum consideration set forth in the underlying Agreement from $150,000 to $96,524. All other provisions set out in the underlying Agreement remain in full force and effect; and

WHEREAS, the consideration of the Amendment shall not exceed $96,524, and

WHEREAS, the Agreement is effective July 1, 2009 and remains effective until June 30, 2010, 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 #09/10-DD-CDC-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . . , 2009

_____
Chair, Benton County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Dated this . . . day of . . . . . , 2009

_____
Chair, Franklin County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Carey

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-CMH-LCS-01 with Lutheran Community Services	☒ Execute Contract ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

It is the purpose of this Amendment is to delete sections 17.2 (Three Rivers Wraparound Program, 18.2 (Children's Crisis Stabilization Beds) and 19.2 (SWIFT Programs. These programs will be funded by PIHP funding and either Inpatient Savings or current State-Only funding. This Amendment also adds a Peer Counselor, Family Support/Parent Partners Project, Youth Partner Project and Training. All other provisions set out in the underlying Agreement remain in full force and effect

SUMMARY

Award: Fee for service
Period: October 1, 2007 through 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 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 #07/09-CMH-LCS-01 with Lutheran Community Services, and to 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-CMH-LCS-01 BETWEEN LUTHERAN COMMUNITY SERVICES AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to delete sections 17.2 (Three Rivers Wraparound Program, 18.2 (Children's Crisis Stabilization Beds) and 19.2 (SWIFT Programs. These programs will be funded by PIHP funding and either Inpatient Savings or current State-Only funding. This Amendment also adds a Peer Counselor, Family Support/Parent Partners Project, Youth Partner Project and Training. 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-CMH-LCS-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . . , 2009

_____
Chair, Benton County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Dated this . . . day of . . . . . , 2009

_____
Chair, Franklin County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Carey

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-PIHP-LCC-01	☒ Execute Contract ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Lourdes Counseling Center for mental health treatment services for the 2009-09 biennium. This amendment would extend the original agreement 60 days.

SUMMARY

Award: Consideration shall be fee for service
Period: October 1, 2007 through November 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

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-PIHP-LCC-01 with Lourdes 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-PIHP-LCC-01 BETWEEN LOURDES COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment to extend the current Agreement's end date by 60 days. 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 October 1, 2007 and remains effective until November 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-PIHP-LCC-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . . , 2009

_____
Chair, Benton County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Dated this . . . day of . . . . . , 2009

_____
Chair, Franklin County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Carey

COPY

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-CMH-LCC-02	☒ Execute Contract	☒ Consent Agenda
	☒ Pass Resolution	☐ Public Hearing
	☐ Pass Ordinance	☐ 1st Discussion
	☐ Pass Motion	☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Lourdes Counseling Center for community mental health treatment services for the 2007-09 biennium. This amendment would extend the original agreement 60 days.

SUMMARY

Award: Consideration shall be fee for service
Period: October 1, 2009 through November 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

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-CMH-LCC-02 with Lourdes 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-CMH-LCC-02 BETWEEN LOURDES COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment to extend the current Agreement's end date by 60 days. 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 October 1, 2007 and remains effective until November 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-CMH-LCC-02 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . . , 2009

_____
Chair, Benton County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Dated this . . . day of . . . . . , 2009

_____
Chair, Franklin County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Carey

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-RES-LCC-03	☒ Execute Contract	☒ Consent Agenda
	☒ Pass Resolution	☐ Public Hearing
	☐ Pass Ordinance	☐ 1st Discussion
	☐ Pass Motion	☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Lourdes Counseling Center for mental health residential services for the 2007-09 biennium. This amendment would extend the original agreement 60 days.

SUMMARY

Award: Consideration shall be fee for service
Period: October 1, 2009 through November 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

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-RES-LCC-03 with Lourdes 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-RES-LCC-03 BETWEEN LOURDES COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment to extend the current Agreement's end date by 60 days. 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 October 1, 2007 and remains effective until November 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-RES-LCC-03 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . . , 2009

_____
Chair, Benton County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Dated this . . . day of . . . . . , 2009

_____
Chair, Franklin County Commissioners

_____
Chair, Pro Tem

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

Attest: . . . . . .
Clerk of the Board

Carey

AGENDA ITEM: Consent **MEETING DATE:** B/C 10-12-09 F/C 10-19-09 **SUBJECT:** Interagency Agreement IAA10222 with Administrative Office of the Courts for Court Interpreter Funding **Prepared By:** Donna A. Lee **Reviewed By:** Sharon A. Paradis	**TYPE OF ACTION NEEDED** Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

From the period of July 1, 2008 through August 31, 2009, the Benton-Franklin Counties Juvenile Justice Center entered a similar agreement with Administrative Office of the Courts (AOC). The period of performance for this agreement is from July 1, 2009 through August 31, 2010.

SUMMARY

The State of Washington, Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified Interpreters for interpreter services in accordance with the Interpreter Services Funding Requirements.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Interagency Agreement #IAA10222 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

FISCAL IMPACT

The reimbursed compensation is a maximum of $19,089.

MOTION

I move 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 AOC Contract (IAA10222) between Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

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 BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT IAA10222 BETWEEN THE JUVENILE JUSTICE CENTER AND THE 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 between 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 through August 31, 2010, **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 12th day of October 2009

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this 19th day of October 2009

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-AOC, 1-BFJJC

INTERAGENCY AGREEMENT IAA10222
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
Benton/Franklin Counties Juvenile Court

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

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

a. "Certified Interpreter" means an interpreter who is certified by the administrative office of the courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/interpreters.
b. "Registered Interpreter" means an interpreter who has fulfilled the requirements to be registered by the AOC Court Interpreter Program. This includes passing a written exam and an oral proficiency exam. The names and contact information of registered interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/interpreters.
c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
d. "Qualifying event" means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds:
    - ☐ If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
    - ☐ If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
    - ☐ If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.

- ☐ If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
- ☐ If the event was interpreted by a qualified sign language interpreter.

2. PURPOSE

The purpose of this Agreement is to engage the services of the County/City, via the Court, to improve the quality and availability of court interpreter services for Limited English Proficient ("LEP"), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

a. These funds are intended to address the Court's following needs:

- ☐ Financial need – i.e., the gap between the Court's available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and
- ☐ Interpreter need – i.e., the gap between the level of the LEP, deaf, and hard of hearing public's need for language access to the Court's court(s) (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered and qualified interpreters in the applicant's most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Court agrees to actively participate in the new vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data ("ISF Data") reflecting interpreter services and costs. The Court will submit ISF Data representing both qualifying and non-qualifying events.

b. Electronic data shall be submitted using the online application and instructions found, and incorporated herein by reference, at: http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds

c. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered and qualified interpreters for qualifying events, and pursuant to the Funding Conditions set forth, and incorporated herein by reference, at:

https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds

d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and

judges), with a view to improving interpreter services and the service infrastructure statewide.

4. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2009 through August 31, 2010.

5. COMPENSATION

a. The Court shall be reimbursed a maximum of $19,089 (Nineteen thousand eighty-nine dollars) for costs incurred during the period of July 1, 2009 – June 30, 2010. No reimbursement shall be made under this Agreement for interpreting occurring subsequent to June 30, 2010.

b. The Court shall receive payment for its costs for interpreter services as set forth in Section 3c.

c. The Court shall not be reimbursed until paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:

   1) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between July 1, 2009 and September 30, 2009, must be received by the AOC no later than November 13, 2009.

   2) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between October 1, 2009 and December 31, 2009, must be received by the AOC no later than February 15, 2010.

   3) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between January 1, 2010 and March 31, 2010, must be received by the AOC no later than May 14, 2010.

   4) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between April 1, 2010 and June 30, 2010, must be received by the AOC no later than August 13, 2010.

d. If this agreement is terminated, the Court 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. The Court shall, no more frequently than monthly, submit its paper A-19 invoices to:

   AOC Financial Services
   PO Box 41170
   Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to AOC Court Services as described in paragraph 3b.

f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.

g. The Court shall maintain sufficient backup documentation of expenses under this agreement.

h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. ADDITIONAL INTERPRETER DATA

In addition to collecting and submitting to AOC the required ISF Data in order to support its requests for reimbursement as set forth in Section 3b of this Agreement, the Court agrees to document for AOC the amount the Court spent on interpreter services for calendar years 2005 through 2009, and for the first half of calendar year 2010 (through June 30, 2010).

7. LANGUAGE ASSISTANCE PLAN(S)

As a condition of receiving funding under this Agreement, the Court agrees to implement and maintain an AOC-approved Language Assistance Plan.

8. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. 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 the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to

grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

10. 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.

11. 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.

12. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

13. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

14. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice 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.

16. 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:

1. Applicable state and federal statutes and rules;
2. This Agreement; and
3. Any other provisions of the agreement, including materials incorporated by reference.

17. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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.

18. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

19. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

20. ENTIRE AGREEMENT

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

AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager:	**Court Program Manager:**
Katrin Johnson PO Box 41170 Olympia, WA 98504-1170 (360) 704-4062 Katrin.Johnson@courts.wa.gov	Sharon Paradis Administrator 5606 W Canal Pl Ste 106 Kennewick, WA 99336-1300 509-736-2151 sharon_paradis@co.benton.wa.us

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS		COURT	
Dirk Marler, Director Judicial Services Division	Date		Date

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Sharon A. Paradis 10/6/09

Sharon A. Paradis, Juvenile Court Administrator

BENTON COUNTY APPROVAL

Approved as to Form:

10/6/09

Sarah Perry, Deputy Prosecuting Attorney Date

By: _____
Name: Max E. Benitz, Jr.
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Rick Miller
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

AGENDA ITEM: Consent **MEETING DATE:** B/C 10-26-09 F/C 11-02-09 **SUBJECT:** Signature on Contract Amendment with ARAMARK Correctional Services **Prepared By:** Donna A. Lee **Reviewed By:** Sharon Paradis	**TYPE OF ACTION NEEDED** Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center a current contract with ARAMARK Correctional Services for detention food services. Under Section 2 (Duration of Contract) of the current contract, a request for proposal for Detention Food Services was let and closed in June 2009. A new contract with the selected vendor is being negotiated. The current ARAMARK contract amendment, which expires September 30, 2009, needs to be extended until October 31, 2009 to accommodate this process. This amendment is to extend the term of the original contract to October 31, 2009.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

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

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Food Service Contract Amendment, extending the existing contract to October 31, 2009, between ARAMARK Correctional Services and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing September 30, 2009 and terminating on October 31, 2009, **NOW, THEREFORE**

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

DATED this 26th day of October 2009
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 2nd day of November 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-ARAMARK, 1-Juvenile

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FOOD SERVICE CONTRACT AMENDMENT

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

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

1. In accordance with Section 2 of the Contract ("Duration of Contract"), as amended by the Contract Amendment numbered as Benton County Resolution No. 09 596 and executed on September 14, 2009 and Franklin County Resolution No. 2009 376 and executed on September 9, 2009, the parties agree to extend the Contract for an additional one-month period, from September 30, 2009, to October 31, 2009.

2. In accordance with paragraph 5.H. of the Contract, as amended by the Contract Amendment numbered as Benton County Resolution No. 09 596 and executed on September 14, 2009 and Franklin County Resolution No. 2009 376 and executed on September 9, 2009, the parties agree the new price per meal charged to the Counties by Contractor is set forth in

Attachment A to this Contract Amendment and are incorporated herein by reference. These prices shall be effective as of September 30, 2009 and shall remain firm through October 31, 2009.

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

This Amendment shall be effective upon execution by the parties.

ARAMARK Correctional Services, LLC. ARAMARK Tower 1101 Market Street Philadelphia, PA 19107	**Benton Franklin Counties** **Juvenile Justice Center** 5606 W Canal PL STE 106 Kennewick WA 99336-1388
10/20/09	10/6/09
David Kimmel, Vice President, Finance **Date**	**Sharon A. Paradis** **Date**
BENTON COUNTY APPROVAL Approved as to Form: 10/21/09 Sarah Perry, Deputy Prosecuting Attorney Date By: _____ Name: Max E. Benitz, Jr Title Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: Agreed Review Performed by Benton County Ryan Verhulp, Civil Deputy Prosecuting Attorney Date By: _____ Name: Rick Miller Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

ATTACHMENT A

Benton-Franklin Counties Juvenile Justice Center

September 30, 2009 – October 31, 2009

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE CURRENT EXPENSE FUND NUMBER 0000101, OFFICE OF PUBLIC DEFENSE DEPARTMENT 136

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

Dated this _____ day of _____, 2009

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File, OPD

Gerry

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense

Dept Nbr: 136

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.818.	3101	Office Supplies	$950
TOTAL			$950

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.814	9101	Data Processing Administration	$950
TOTAL			$950

Explanation:

Transfer funds for 4th Quarter 2009 Central Services Charge Back.

Prepared by: Denise Gerry

Date: 26-Oct-2009

Approved ☐

Denied ☐

Date: _____

_____

Chairman

_____

Member

_____

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE GARAGE AND STORAGE FACILITY LOCATED AT HORN RAPIDS PARK.

WHEREAS, as per Resolution 09-473 dated July 13, 2009, Benton County entered into a contract with Fowler General Construction, Inc., Richland, WA - Contractors License No. FOWLEGC961OW for the construction of a garage and storage facility located at Horn Rapids Park; and

WHEREAS, the Benton County Facilities Manager determined the project reached completion on weekending October 2, 2009; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the garage and storage facility project complete.

Dated this _____ day of _____, 2009

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Orig: File - Lisa Small
cc: Auditor; R. Ozuna; Fowler General Construction

Small

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 26 Oct 2009	Execute Contract X	Consent Agenda X
Subject: Badger Mountain	Pass Resolution X	Public Hearing
Memo Date: 19 Oct 2009	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By: LSK	Other	Other

SUMMARY & BACKGROUND

This item relates to the Badger Mountain item that has been discussed by the Board previously.

The Friends of Badger Mountain organization is offering to purchase three 25-acre parcels on the south side of Badger Mountain and donate these to Benton County, to be included as part of the County's existing "Badger Mountain Centennial Preserve". The Board has previously said that the County is interested in moving forward with this project, so long as Friends of Badger Mountain pays all expenses related to the acquisition. As such, Friends will pay for all of the purchase costs, title and escrow costs, and a "phase one environmental site assessment" (ESA) that is required by the County to be sure that lands are "clean" before the County takes possession of them.

Environmental Compliance Associates, LLC of Richland (ECA), is a consultant in the community that has been identified who can perform the ESA for the County. A contract has been drafted and approved to form by the Prosecutor for this work. The County will pay ECA for their work, then be reimbursed in full by Friends of Badger Mountain.

A copy of the contract is attached. At the time of this memo, the original was off for signature by the contractor, but I will have that for the Board on the 26th.

FISCAL IMPACT

Hiring ECA to do the ESA incurs a cost of $1750. This will be paid by the Friends of Badger Mountain. The County will not be paying for any of the expenses associated with adding this parcel to the Preserve.

ATTACHMENTS

- Resolution
- Contract for environmental site assessment with Environmental Compliance Associates
- Map showing the parcel to be assessed.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACTED SERVICES: BADGER MOUNTAIN PRESERVE ENVIRONMENTAL SITE ASSESSMENT

WHEREAS, an "environmental site assessment" of a property is required by Benton County to evaluate any contamination, debris, or other legacy hazards that may pose a liability associated with said property before Benton County will consider taking possession of the property; and,

WHEREAS, parcel on the south face of Badger Mountain is a property being considered for acquisition by Benton County for addition to the park system and therefore needs an environmental site assessment; and,

WHEREAS, Environmental Compliance Associates, LLC, of Richland, Washington is contractor with the expertise to complete the required environmental site assessment; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Commissioners authorizes the Chairman to sign a contract with Environmental Compliance Associates for completion of an environmental site assessment for the described parcel on Badger Mountain.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

cc: Parks, file
Auditor

Fyal

PHASE ONE ENVIRONMENTAL SITE ASSESSMENT FOR BADGER MOUNTAIN PROPERTIES

STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS

This Contract is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and ENVIRONMENTAL COMPLIANCE ASSOCIATES, LLC, a limited liability corporation organized under the laws of Washington State, with its principal offices at 1825 Leslie Road #184, Richland, Washington 99352 (hereinafter "CONSULTANT"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

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

A. Scope of Services
B. Fee and Expense Schedule

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties, and shall expire on December 31, 2009.

3. SERVICES PROVIDED

The COUNTY requires and the CONSULTANT agrees to perform the services described in **Exhibit A**, which shall be compliant with industry standards.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows; a party may change its representative by providing prompt written notice to the other party:

a. For CONSULTANT:
Brett D. Smith
Environmental Compliance Associates, LLC
1825 Leslie Road, #185
Richland, Washington 99354
509-628-9959 – ecabrett@charter.net

b. For COUNTY:
Adam J. Fyall, Community Development Coordinator
County Commissioners – Office of Sustainable Development
7122 West Okanogan Place, Building A
Kennewick, Washington 99336
509-736-3053 – adam.fyall@co.benton.wa.us

subcontractor or agent performing work hereunder. CONSULTANT'S obligations under this Section [9] shall survive termination and expiration of this Contract.

c. The CONSULTANT'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONSULTANT, the CONSULTANT 'S employees, agents or subcontractors.

In connection with any claims against the COUNTY, its officers or employees by any employee of the CONSULTANT, CONSULTANT expressly waives any immunity the CONSULTANT might otherwise have had from suit by the COUNTY against the CONSULTANT to enforce the indemnification obligation under this Agreement, and CONSULTANT acknowledges that the foregoing waiver has been mutually negotiated by the parties.

10. INSURANCE

a. Workers' Compensation: CONSULTANT hereby warrants that it meets the definition of an employer under Washington's workers' compensation laws. Except as prohibited by law, CONSULTANT waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers' compensation, employers liability, commercial liability, or commercial umbrella liability insurance. If CONSULTANT fails to comply with the terms of the Washington's workers' compensation laws and the COUNTY incurs fines for said failure, pursuant to this section the amount of any such fines may be deducted from any payments owed by the COUNTY to CONSULTANT under this Agreement.

b. Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five hundred thousand dollars ($500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars ($1,000,000). CONSULTANT shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.

c. Verification of Coverage and Acceptability of Insurers: All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

11. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT only for the actual costs incurred by the CONSULTANT in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5, Compensation.

18. SEVERABILITY

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

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

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

BOARD OF
BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr, Chairman

date

ENVIRONMENTAL COMPLIANCE ASSOCIATES, LLC

Brett Smith, Managing Principal

date

Attest

Clerk to the Board

date

Approved as to Form

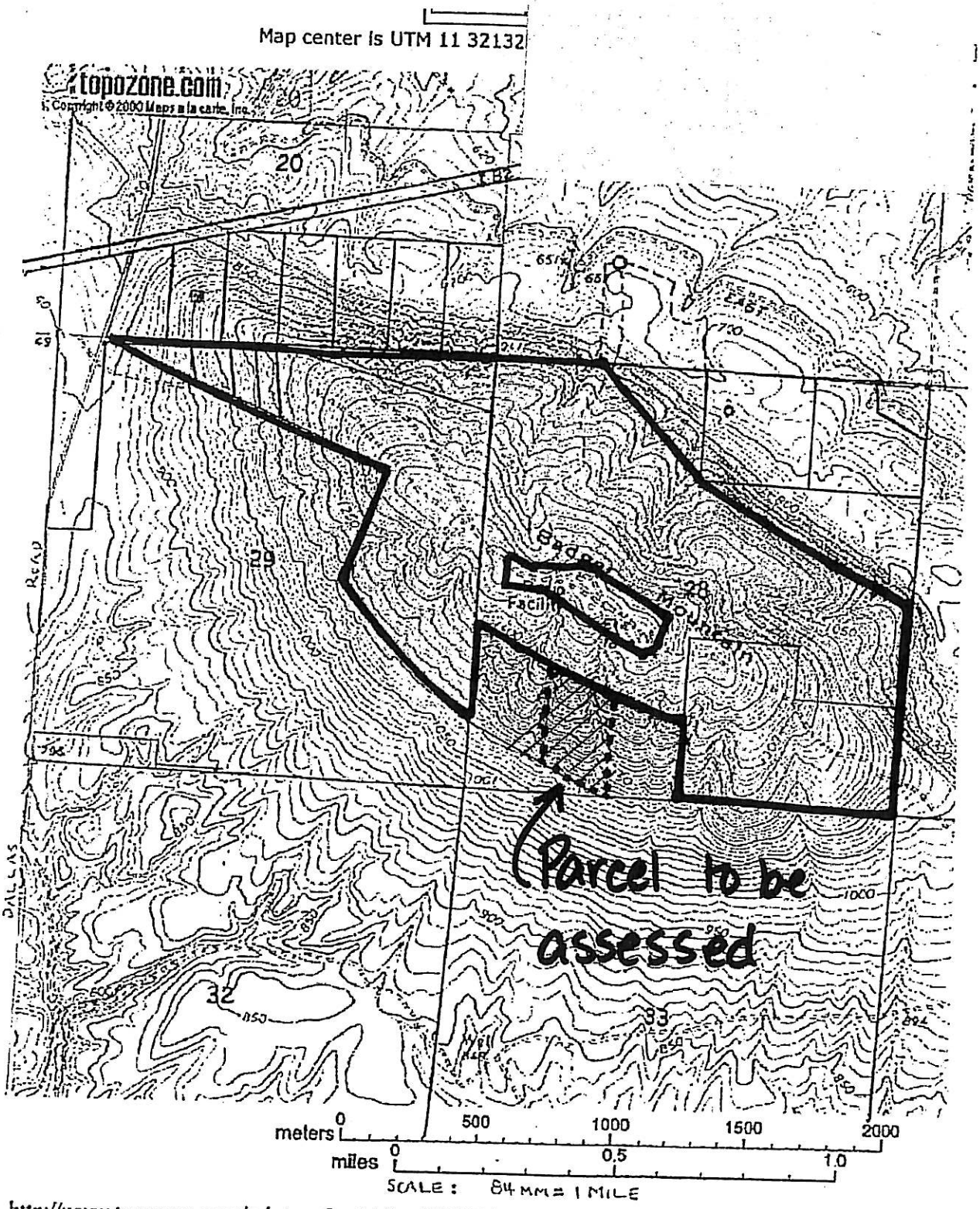
Deputy Prosecuting Attorney

EXHIBIT A

Scope of Work

CONSULTANT will complete a "Phase One Environmental Site Assessment" (ESA) and provide a written report for Parcel 1-2898-300-0002-002, including any and all necessary site reconnaissance, historical research and/or interviews. The Phase 1 ESA and written report will be performed in accordance with ASTM Standard E1527-05 (*Standard Practice for Environmental Site Assessments: Phase 1 ESA Process),* and Title 40, Chapter 1, Part 312 of the Code of Federal Regulations *(Standards and Practices for conducting All Appropriate Inquiries).*

# # #


Map center is UTM 11 32132
topozone.com
Copyright © 2000 Maps a la carte, Inc.
20
29
28
32
33
Parcel to be assessed
meters 0 500 1000 1500 2000
miles 0 0.5 1.0
SCALE: 84 MM = 1 MILE

9j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 116, BENTON COUNTY PLANNING DEPARTMENT OF $1100.00 FROM PRINT/BINDERY LINE ITEM TO DATA PROCESSING

BE IT RESOLVED by the Board of Benton County Commissioners, that $1100 shall be transferred as more clearly defined in Exhibit A attached hereto.

Dated this _____ day of _____ 2009

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

MES/ch

CC: Planning/Auditor/Line Item File/LSK

BENTON COUNTY
LINE ITEM TRANSFERS

EXHIBIT "A"

DEPARTMENT: PLANNING DEPARTMENT

DEPARTMENT NO.: 116

FUND NAME: CURRENT EXPENSE

FUND NO.: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 DIGIT)	LINE ITEM (4 DIGIT)	LINE ITEM NAME	AMOUNT	BASE SUB (6 DIGIT)	LINE ITEM (4 DIGIT)	LINE ITEM NAME	AMOUNT
558.600	4906	PRINT/BINDERY	1100.00	558.600	9101	DATA PROCESSING	1100.00

EXPLANATION: Transfer of monies from the Print/Bindery line item to Data Processing line item in order to pay for the Planning Manager's Blackberry for 2009.

PREPARED BY: CAREL HIATT

DATE: October 14, 2009

APPROVED ☐ DENIED ☐

_____
CHAIRMAN

_____
MEMBER

_____
MEMBER

Return to: Benton County Commissioners
P.O. Box 190
Prosser, WA 99350-0954

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS IMPROVEMENT DISTRICT (C.R.I.D.) #15, COTTONWOOD DRIVE, PROPERTY SEGREGATION

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1088-400-0021-000, defined as:

The Northwest ¼ of the South 1,006.06 feet of the of the Southeast ¼ of Section 10, Township 8 North, Range 28 East, W.M.

EXCEPT the East 880.02 feet and the West 880.01 feet thereof.

Containing 5.08 acres more or less

had an original assessment of $4,713.82 and now has an outstanding assessment of $4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-401-3206-001 and 1-1088-401-3206-002, NOW, THEREFORE

BE IT RESOLVED that the final assessment roll be amended and that each parcel and assessment is defined as follows:

Old Number	New Number	New Assessment
1-1088-400-0021-000	1-1088-401-3206-001	$2,003.37
	1-1088-401-3206-002	$2,003.38

Dated this 26th day of ~~September~~ October 2009.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

S

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the Equipment Rental & Revolving (ER&R) Fund has identified a vehicle that is no longer needed (1992 Dodge D250 3/4Ton Pickup, VIN: 1B7JE26YXNS617349; Equipment No. 402) and there is no benefit to the ER&R Fund to maintain and operate as such. Additionally space availability is limited. Therefore the equipment should be declared surplus personal property and;

WHEREAS, the Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of County personal property; and,

WHEREAS, Benton County Facilities Department has determined that the vehicle can be of use in their department; and,

WHEREAS, the vehicle has an estimated value of $1,300; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to maximize use of county assets and the use by the Benton County Facilities Department would be of benefit to Benton County taxpayers; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and the Public Works Manager, Equipment No. 402 is hereby surplused and

BE IT FURTHER RESOLVED, that the equipment shall be sold to the Benton County Facilities Department in the amount of $1,300.00; and

BE IT FURTHER RESOLVED, that the Personal Property Manager shall be authorized to take all action necessary to finalize the sale of the vehicle to Benton County Facilities Department.

Dated this 26th day of October, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Prepared by L. Moser
Reviewed by P. Powell

cc: Road, Aud

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: October 26, 2009	Execute Agreement _____	**Consent Agenda** _____
Subject: Surplus and Sale of Equipment 402 to B C Facilities	Pass Resolution XXX	**Public Hearing** _____
Prepared by: ljm	Pass Ordinance _____	**1st Discussion** _____
Reviewed by: Steve	Pass Motion _____	**2nd Discussion** _____
	Other _____	**Exec Session** _____

BACKGROUND INFORMATION

The Equipment Rental & Revolving (ER&R) Fund has identified Equipment No. 402 (1992 Dodge 3/4Ton Pickup Truck) as excess and no longer needed. Benton County Facilities has determined that the vehicle can be of use in their department and therefore are requesting to purchase said vehicle. Prior to the sale taking place the equipment must be declared surplus.

A review of Kelley Blue Book listed the value of the vehicle at $1,225.00 and NADA listed the value of the vehicle at $1,450.00. The average of the two values listed is $1,337.50. The negotiated sale price is $1,300.00.

SUMMARY

Equipment No. 402 should be declared surplus and sold to the Benton County Facilities Department for $1,300.00.

RECOMMENDATION

That the Board of County Commissioners approve the resolution declaring Equipment No. 402 as surplus and granting authorization to sell Equipment No. 402 to the Benton County Facilities Department in the amount of $1,300.00.

FISCAL IMPACT

None

MOTION

Approve the resolution to surplus Equipment No. 402 and approve the sale of Equipment No. 402 to the Benton County Facilities Department.

Kelley Blue Book
THE TRUSTED RESOURCE
kbb.com

Send to Printer

advertisement

1992 Dodge 250 Pickup Long Bed

advertisement

BLUE BOOK® TRADE-IN VALUE

Condition	Value
Excellent	$1,850
Good	$1,600
✓ Fair (Selected)	$1,225

Vehicle Highlights

Mileage: 65,000
Engine: V8 5.2 Liter
Transmission: Automatic
Drivetrain: 2WD

Selected Equipment

Standard

Air Conditioning | Power Steering | AM/FM Stereo

Click Here

Blue Book Trade-In Value

Trade-in Value is what consumers can expect to receive from a dealer for a trade-in vehicle assuming an accurate appraisal of condition. This value will likely be less than the Private Party Value because the reselling dealer incurs the cost of safety inspections, reconditioning and other costs of doing business.

Vehicle Condition Ratings

Excellent

$1,850

- Looks new, is in excellent mechanical condition and needs no reconditioning.
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear or visible defects.
- Complete and verifiable service records.

Less than 5% of all used vehicles fall into this category.

Good

$1,600

- Free of any major defects.
- Clean title history, the paints, body, and interior have only minor (if any) blemishes, and there are no major mechanical problems.
- Little or no rust on this vehicle.
- Tires match and have substantial tread wear left.
- A "good" vehicle will need some reconditioning to be sold at retail.

Most consumer owned vehicles fall into this category.

Close Window

✓ **Fair** (Selected)

$1,225

- Some mechanical or cosmetic defects and needs servicing but is still in reasonable running condition.
- Clean title history, the paint, body and/or interior need work performed by a professional.
- Tires may need to be replaced.
- There may be some repairable rust damage.

Poor

N/A

- Severe mechanical and/or cosmetic defects and is in poor running condition.
- May have problems that cannot be readily fixed such as a damaged frame or a rusted-through body.
- Branded title (salvage, flood, etc.) or unsubstantiated mileage.

Kelley Blue Book does not attempt to report a value on a "poor" vehicle because the value of these vehicles varies greatly. A vehicle in poor condition may require an independent appraisal to determine its value.

* Washington 10/6/2009

NADA GUIDES Since 1933

Vehicle Pricing & Information

NADAguides.com 10/6/2009

Autos • Motorcycles • Boats • Collector Cars • Recreation Vehicles • Manufactured Homes

Trucks
1992 Dodge D250 Pickup 3/4 Ton Sweptline

PRICING

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price				
	$600	$1,200	$1,700	$2,950
Mileage				
65,000 miles	$850	$850	$850	$850
Options				
TOTAL PRICE	**$1,450**	**$2,050**	**$2,550**	**$3,800***

Rough Trade-In
The Rough Trade-in values on nadaguides.com are meant to reflect a vehicle in rough condition. A vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition; Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust, or obvious signs of previous repairs; Interior reflects above average wear, with inoperable equipment, damaged or missing trim, and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery; May have a branded title and un-true mileage; Vehicle will need substantial reconditioning and repair to be made ready for resale; Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In
The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In
The Clean Trade-In values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history; Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail
The Clean Retail values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history. Because individual vehicle

condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

The consumer values on nadaguides.com are based on the Consumer edition of the NADA Official Used Car Guide ®, and should not be utilized for industry purposes. The consumer values may vary from the NADA Official Used Car Guide values presented to you by insurance companies, banks, credit unions, government agencies and car dealers due to vehicle condition, regional market differences and frequency of updates.

©Copyright 2009 NADAguides.com. All Rights Reserved
©NADASC 2009. All Rights Reserved.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES OF TASERS AND TASER ACCESSORIES OFF THE WASHINGTON STATE CONTRACT #02039, CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENTS 118, 119, 120, 121, AND 125.

WHEREAS, Washington State Contract No. 02039 allows ProForce Law Enforcement to sell Air International Taser Weapons and Accessories; and

WHEREAS, Benton County Sheriff's Office would like to purchase Tasers and Taser accessories off the Washington State Contract No. 02039 through June 2, 2011; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, hereby approves purchases of Tasers and Taser accessories off the Washington State Contract No. 02039 from ProForce Law Enforcement through June 2, 2011 in an amount not to exceed $45,000; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for Tasers and Taser accessories off the Washington State Contract No. 02039; and

BE IT FURTHER RESOLVED, Washington State Contract No. 02039 expires June 2, 2011.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K Mercer

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF ADMINISTRATION DEPARTMENT NUMBER 118.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, J.Thompson

J. Thompson

EXH. .T "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Administration Dept Nbr: 118

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	4202	Telephone	$400
521.100	3111	Publications	300
521.100	4802	Vehicle Maintenance	620
521.100	3101	Office Supplies	1,800
TOTAL			$3,120

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	9101	Data Processing Administration	$3,120
TOTAL			$3,120

Explanation:

Several departments in the County decided that the use of Blackberry devices would be more efficient than the use of cell phones and/or pagers. It was also decided that the additional costs associated with the change to the Blackberry devices would be absorbed by each of the departments. This line item transfer is needed to move funds from the telephone line item and other line items within the budget to cover the startup costs associated with the Blackberry to the Data Processing Administration line item in the 9000s.

Prepared by: Julie Thompson Date: 21-Oct-2009

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERK & RECORDS DEPARTMENT NUMBER 119.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest:

_____
Clerk of the Board

cc: Auditor; File, LSK, J.Thompson

J. Thompson

EXH. "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records

Dept Nbr: 119

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	4202	Telephone	$1,040
TOTAL			$1,040

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	9101	Data Processing Administration	$1,040
TOTAL			$1,040

Explanation:

Several departments in the County decided that the use of Blackberry devices would be more efficient than the use of cell phones and/or pagers. It was also decided that the additional costs associated with the change to the Blackberry devices would be absorbed by each of the departments. This line item transfer is needed to move funds from the telephone line item and other line items within the budget to cover the startup costs associated with the Blackberry to the Data Processing Administration line item in the 9000s.

Prepared by: Julie Thompson

Date: 21-Oct-2009

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

W

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPARTMENT NUMBER 120.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, J.Thompson

J. Thompson

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody

Dept Nbr: 120

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	4102	Contract Services	$4,160
TOTAL			$4,160

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	9101	Data Processing Administration	$4,160
TOTAL			$4,160

Explanation:

Several departments in the County decided that the use of Blackberry devices would be more efficient than the use of cell phones and/or pagers. It was also decided that the additional costs associated with the change to the Blackberry devices would be absorbed by each of the departments. This line item transfer is needed to move funds from the telephone line item and other line items within the budget to cover the startup costs associated with the Blackberry to the Data Processing Administration line item in the 9000s.

Prepared by: Julie Thompson

Date: 21-Oct-2009

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

X

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, J.Thompson

J. Thompson

EXH. . Γ "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	4202	Telephone	$4,160
TOTAL			$4,160

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	9101	Data Processing Administration	$4,160
TOTAL			$4,160

Explanation:

Several departments in the County decided that the use of Blackberry devices would be more efficient than the use of cell phones and/or pagers. It was also decided that the additional costs associated with the change to the Blackberry devices would be absorbed by each of the departments. This line item transfer is needed to move funds from the telephone line item and other line items within the budget to cover the startup costs associated with the Blackberry to the Data Processing Administration line item in the 9000s.

Prepared by: Julie Thompson

Date: 21-Oct-2009

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERK & RECORDS DEPARTMENT NUMBER 119 TO CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, J.Thompson

J. Thompson

EXH. . "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records Dept Nbr: 119

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	5120	EDC/Dispatch	$25,650
528.800	2105	Unifroms	1,000
528.800	2106	Unifrom Laundry	1,000
528.800	4905	Training	2,000
TOTAL			$29,650

TRANSFER TO **SHERIFF PATROL**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	4102	Contract Services	$29,650
TOTAL			$29,650

Explanation:

In 2008 and 2009 the Sheriff's Office purchased in car digital equipment from ICOP Digital, Inc. The standard manufactures warranty has expired on the items purchased in 2008. The Sheriff's Office has determined that it is in the best interest of the County to enter into an extended warranty to protect the equipment purchased. Funds are needed in department 121 to purchase the 5 year warranty totaling $50,650. Funds were found in department 119 and 120 to assists in the purchase of the extended warranty. Majority of the funds were found in line item 5120 EDC/Dispatch due to it not being reduced to the final 2009 EDC budget. (Efforts have been made to ensure 2010 budgeted figures are exactly what EDC adopts as their 2010 budget).

Prepared by: Julie Thompson Date: 21-Oct-2009

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

Z

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPARTMENT NUMBER 120 TO CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, LSK, J.Thompson

J. Thompson

EXH. . "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody

Dept Nbr: 120

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	2106	Unifrom Laundry	$11,000
539.500	4102	Contract Services	10,000
TOTAL			$21,000

TRANSFER TO **SHERIFF PATROL**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	4102	Contract Services	$21,000
TOTAL			$21,000

Explanation:

In 2008 and 2009 the Sheriff's Office purchased in car digital equipment from ICOP Digital, Inc. The standard manufactures warranty has expired on the items purchased in 2008. The Sheriff's Office has determined that it is in the best interest of the County to enter into an extended warranty to protect the equipment purchased. Funds are needed in department 121 to purchase the 5 year warranty totaling $50,650. Funds were found in department 119 and 120 to assists in the purchase of the extended warranty. Uniform Laundry is being underutilized by employees and the reduction in having the grease trap pumped only once in 2009 left $10,000 in facilities contract line item of the department 120 budget.

Prepared by: Julie Thompson

Date: 21-Oct-2009

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

aa

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:		**Type of Action**			
MEETING DATE:	10/26/09	Execute Contract	___	CONSENT AGENDA	X
SUBJECT:	Trial Court Improvement Fund Line Item Transfers	Pass Resolution	X	PUBLIC HEARING	___
		Pass Ordinance	___	1ST DISCUSSION	___
		Pass Motion	___	2ND DISCUSSION	___
Prepared By:	Pat Austin	Other	___	OTHER	___
Reviewed By:		Approve for Hearing			

BACKGROUND INFORMATION

The Superior Court will present a Line Item Transfer request to appropriately coincide with expenditures recommended by the Trial Court Improvement Committee and approved by the Benton County Commissioners. Please see attached resolution and line item transfer form.

SUMMARY

RECOMMENDATION

Recommend approval of line item transfers and resolution.

FISCAL IMPACT

None – expenditures paid through the trial court improvement monies

MOTION

Move to approve the recommended line item transfers within the Trial Court Improvement Funds and Resolution No. _____ in the matter of the Trial Court Improvement Committee intra-fund line item transfers to comply with the county Auditor's directive with regard to approved expenditures.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE TRIAL COURT IMPROVEMENT COMMITTEE INTRA-FUND LINE ITEM TRANSFERS TO COMPLY WITH THE COUNTY AUDITOR'S DIRECTIVE WITH REGARD TO APPROVED EXPENDITURES

WHEREAS, line items 512.815.3101, 512.815.3501, and 512.815.4103 are current Trial Court Improvement Fund expenditure line items; and,

WHEREAS, the Trial Court Improvement Committee has created a new line item, 512.815.6401 – Capital Outlay, to appropriately coincide with approved expenditures as outlined on Attachment "A"; and

NOW THERFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the Trial Court Improvement Fund line item transfers as outlined on Attachment "A", in the amount of $32,665.00.

DATED this ..... day of ....., 20 ....

_____
Chairman of the Board

_____
Member

_____
Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court

Dept Nbr:

Fund Name: Trial Court Improvement

Fund Nbr: 0156101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.815	4103	Prof. Serv.	$ 32,665
TOTAL		$0	$32,665

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.815	3101	Supplies	$ 4,555.00
512.815	3501	Small Equip.	5,000
512.815	6401	Capital Outlay	$23,110
TOTAL			$32,665

Explanation:

Prepared by: Patricia Austin

Date: 20-Oct-2009

Approved ☐

Denied ☐

Date: _____

ATTACHMENT "A"

Benton County Trial Court Improvement Committee

Judge Holly Hollenbeck
Judge Carrie Runge
Clerk Josie Delvin
Superior Court Administrator Pat Austin
District Court Administrator Jackie Lahtinen

March 16, 2009

Benton County Board of Commissioners
P.O. Box 1900
Prosser, WA 99350

Re: Trial Court Improvement Fund Expenditure Authorization

Dear Board of Commissioners:

The Trial Court Improvement Committee has reviewed and approved the following 2009 expenditure requests and agree the expenditures are in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

Jury Management System 2nd of 4 annual installments	$ 35,000
Jury Management Computer Equipment approved in 2008	$ 2,111
Assistive Listening Devices for District Court	$ 2,000
Interpreter Headsets/transmitters for District Court	$ 3,000
Jury Room Table in Prosser	$ 500
(2) Laptop Computers and (1) printer for District Court	$ 4,000
(1) Desktop Computer and (1) printer for Superior Court	$ 2,000
(2) Task Chairs for Superior Court Court Reporters	$ 860
Jury and court – White board, carafes, small refrigerator	$ 1,000
Workmen's Comp/Insurance Management Costs for 2008	$ 305
(2) to attend National Assoc. of Court Managers' Conference	$ 1,600
(1) FTR upgrade for Juvenile digital recording	$ 1,500
Assessor's Office Improvement for Clerk's Staff	To be Determined
Shelving for Superior Court Law Library	To be Determined
Audio Visual equipment for courtrooms	To be Determined
	$ 53,876

Judge Holly Hollenbeck
Presiding Judge – District Court

Judge Carrie Runge
Presiding Judge – Superior Court

Jackie Lahtinen
District Court Administrator

Patricia Austin
Superior Court Administrator

Josie Delvin
Benton County Clerk

RESOLUTION NO. 09 312

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED IN A LETTER DATED MARCH 16, 2009 FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR EXPENDITURES TOTALING $28,300.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND

WHEREAS, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for expenditures totaling $28,300.00; and

WHEREAS, Benton County Superior court and the County Clerk desire to purchase equipment for their respective offices as identified on the attached letter; and

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

NOW THERFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the purchases as identified on the attached letter from the Trial Court Improvement Fund Committee for expenditures totaling $28,300.00, utilizing funds from the Trial Court Improvement Fund, 0156-101; and,

Dated this 18 day of May, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: Clerk of the Board

cc: clerk

AGENDA ITEM	TYPE OF ACTION NEEDED	
ing Date: May 18, 2009	Execute Contract	Consent Agenda XX
oject: Trial Court Improvement fund	Pass Resolution XX	Public Hearing
Prepared by: J. Delvin	Pass Ordinance	1st Discussion
Reviewed by:	Pass Motion	2nd Discussion
	Other	Other

BACKGROUND INFORMATION

Pass resolution-allowing expenditure of funds from the Trial Court Improvement fund. Attached is a letter dated March 16, 2009 from the TCI committee that identifies expenditures with amounts to be determined. For two of those items (Assessors Office Improvement for Clerks Staff and Shelving for Superior Court Law Library) the total amount will be $28,300.00. We are asking that the attached resolution be passed to allow these expenditures from the Trial Court Improvement Fund.

SUMMARY

RECOMMENDATION

st

2nd

FISCAL IMPACT

MOTION

bb

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING CAPITAL EQUIPMENT FOR THE TREASURER'S OFFICE

WHEREAS, pursuant to Resolution 09-547, the Benton County Commission approved the purchase of capital equipment to furnish the newly remodeled office space for the Treasurer, and

WHEREAS, with the installation of the current office equipment into the new office space, it was apparent some modifications to the original design would enhance the productivity and efficiency of this workspace, and

WHEREAS, the Treasurer made several changes to the purchase orders previously made and requests the Commissioners to approve this change order; **NOW THEREFORE**

BE IT RESOLVED, the Treasurer is authorized to purchase the additional equipment as described in Attachment "A" and Attachment "B".

Dated this _____day of _____, 20__ __.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Prepared by D. A. Davidson, Benton County Treasurer

CC: County Auditor's Office/ County Treasurer/Accounting/ Patrick Powell

Attachment "A"

HUSK OFFICE FURNITURE & SUPPLIES

327 W. Clark St. Pasco, WA 99301
Fax (509) 547-8215 Phone (509) 547-7593 Email order@huskoffice.com

Furniture Proposal

Benton County Treasurer
Duane Davidson

737-3520 ext 5661
Fax

Contact:
Greg Banks: gregb@huskoffice.com
Ben Klem: benk@huskoffice.com

9/29/09

		Stock #			List Price EA	Sales Price EA	Total	Catalog Page #
1	EA	MAX SKCS2436HM	*	36"x36"x24" Corner Work Table	645.00	354.00	354.00	
1	EA	MAX SKRD2448HMCL		24"x48" Work Table	538.00	296.00	296.00	
1	EA	MAX SKWM17		Cable Management Tray 2-1/2"w x 17"L x 4"d	41.00	22.55	22.55	
2	EA	HON 1081AB12T	*	Close-Out Stack Chair	116.25	39.00	78.00	
2	EA	HON 4004AB12T		Armless Guest Chair, Gray	215.00	118.25	236.50	
4	EA	PER PLT24		24" Task Light		79.00	316.00	
1	EA	Used CPU	*	Used CPU Holder		69.00	69.00	
1	EA	MAX 1734001		Overfile Shelf Support for LFO2736-N		1.27	1.27	
1	EA	OM BC46	*	Basic Task Chair, No Arms	193.00	106.00	106.00	
1	EA	OM PA57/KR200M		Ergonomic Desk Chair,w/ arms Mid Back	532.00	292.60	292.60	
0	EA					0.00	0.00	

Prices Good For 30 Days
All prices include set up and delivered to Ground Floor
Please allow 5 to 6 Weeks from date of order for delivery
Shipping Can be saved by waiting to order with another order
*** Items Already Delivered

Sub Total	1771.92
Tax 8.3%	147.07
Total	1918.99

Laminate - Brune Slate W1763
Paint - Taupe - PTA
Fabric - Trafic: Fire Brick - 4410-2734
T-Mold - Taupe - TTA

Greg Banks Husk Office Furniture

Max Benitz, Jr. Chairman of the Board

Duane Davidson BC Treasurer

Attachment "B"

HUSK OFFICE FURNITURE & SUPPLIES

327 W. Clark St. Pasco, WA 99301
Fax (509) 547-8215 Phone (509) 547-7593 Email order@huskoffice.com

Furniture Proposal

Benton County Treasurer
Duane Davidson
Joanna Guzman
737-3520 ext 5661
Fax

Contact:
Greg Banks: gregb@huskoffice.com
Ben Klem: benk@huskoffice.com

10/16/09

		Stock #		List Price EA	Sales Price EA	Total	Catalog Page #
1	EA	HON S48ABCQ	47"h Metal Bookcase Lt Gray	258.00	142.00	142.00	
0	EA				0.00	0.00	
0	EA				0.00	0.00	

Prices Good for 30 Days
All prices include set up and delivered to Ground Floor
Please allow 5 to 8 Working days from date of order for delivery
Taupe Color Factory items take 4 to 6 Weeks

Sub Total	142.00
Tax 8.3%	11.79
Total	153.79

9:05 AM

PROSSER ECONOMIC DEVELOPMENT QUARTERLY UPDATE

D Heintz

No submittal available

9:20

AGENDA ITEM	TYPE OF ACTION NEEDED	Consent Agenda
MTG. DATE: October 26, 2009 SUBJECT: 2009 Comp Plan Amendments MEMO DATE: October 21, 2009 Prepared By: Susan M. Walker Reviewed By: Michael Shuttleworth	Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Public Hearing X 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Washington State planning law requires continuing review and evaluation of comprehensive plans pursuant to RCW 36.70A.130(1) with revisions and amendments to the Comprehensive Plan considered by the county no more frequently than once every year (RCW 36.70A.130(2)(a)). The 2009 amendment process also included the five-year review of the cities Urban Growth Areas (UGA's). The Board of County Commissioners held a workshop to review the Planning Commission findings and information regarding these amendments on September 14, 2009. Board of County Commissioners held hearings on the proposals September 28, 2009. A continued hearing has been scheduled for October 26th, 2009 at 9:05 a.m. in the Commissioners Hearing room in Prosser to take final action on the 2009 applications for Comprehensive Plan amendments.

The 2009 Amendment Proposals are as follows:

- **CPA 09-01**

SUMMARY

A proposal by William and Nancy Pace to change the Comprehensive Plan land use designation from Heavy Industrial (HI) to Rural Lands Five 5 (RL-5) on an 11 acre parcel of land located in the northeast quarter of Section 12 of Township 5N., Range 27 E.W.M., lying north of Christy Road approximately one mile west of Plymouth, WA., was approved by the Board of Commissioners on September 28th, 2009.

MOTION

To approve and sign the attached resolution approving Comprehensive Plan Amendment application CPA 09-01 (Exhibit A).

- **CPA 09-02**

SUMMARY

A proposal by the City of Richland to include 178.36 acres of land in Section 11, Township 8N., Range 28 E.W.M., located south of the I-82 and west of the Badger Road Interchange on Badger Road into its Urban Growth Area (UGA) boundary, was approved by the Board of Commissioners on September 28th, 2009.

MOTION

To approve and sign the attached resolution approving Comprehensive Plan Amendment application CPA 09-02 (Exhibit B).

QS:P

• CPA 09-03

SUMMARY
A revised proposal by the City of Benton City to include New Area A and New Area B, located both south and east of Benton City, including approximately 499 acres of additional land into the City of Benton City's Urban Growth Area Boundary, was approved by the Board of County Commissioners on September 28th, 2009.

MOTION
To approve and sign the attached resolution approving Comprehensive Plan Amendment application CPA 09-03 (Exhibit C).

• CPA 09-04

SUMMARY
A proposal by Harold and Susan Bond to change the Comprehensive Plan land use designation from Rural Lands 5 Acre (RL-5) to General Commercial, on a 6.37 acre parcel located in southwest quarter of Section 15, Township 9 North, Range 27 East W.M., south of I-82, approximately two miles east of Benton City on Jacobs Road, was denied by the Board of County Commissioners on September 28th, 2009.

MOTION
To approve and sign the attached resolution denying Comprehensive Plan Amendment application CPA 09-04 (Exhibit D).

• CPA 09-05

SUMMARY
A proposal by Chuck Barnes of Kennewick General Hospital Properties to change the Comprehensive Plan from Heavy Industrial (HI) to Rural Lands 5 Acre (RL-5), on two parcels located in Sections 5 & 6, of Township 7N., Range 31 E.W.M., consisting of approximately 52.13 acres in south Finley previously known as Hover Industrial Park and a parcel containing 2.32 acres (parcel #106713000005000) owned by Paul Meier, was approved by the Board of County Commissioners on September 28th, 2009.

MOTION
To approve and sign the attached resolution approving Comprehensive Plan Amendment application CPA 09-05 (Exhibit E).

• CPA 09-06

SUMMARY
A proposal by staff proposing housekeeping edits that update text in regard to the completion of the Finley Intertie in Chapter Five, the Rural Element; and related edits to road names on the transportation maps in Chapter Eight, the Transportation Element.

MOTION
To approve and sign the attached resolution approving Comprehensive Plan Amendment application CPA 09-06 (Exhibit F).

FISCAL IMPACT
No fiscal impacts have been identified regarding these planning proposals.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN. FILE NO. CPA 09-01, APPLICANT: WILLIAM AND NANCY PACE, COUNTY RESIDENTS.

WHEREAS, on June 22, 1998, the Benton County Board of Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130(2)(a); and,

WHEREAS, Benton County provides for annual Comprehensive Plan Amendments in BCC 16.14; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on July 14, 2008, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350, to review and receive written and oral testimony with reference to the proposed Comprehensive Plan Amendment (CPA) 09-01, a proposal received from William and Nancy Pace to change the land use designation on maps in Chapter Four of the Comprehensive Plan from Heavy Industrial to Rural Lands Five (RL-5), on their property consisting of approximately 11 acres located in the Northeast quarter of Section 12, Township 5 North, Range 27 East, W.M. , lying north of Christy Road, one mile west of Plymouth Wa., in unincorporated Benton County, and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on July 14th, 2009, voted to recommend approval of CPA 09-01 to the Board of Commissioners, and,

WHEREAS the Planning Commission recommendation was forwarded to the Board of Commissioners on September 23, 2009, and the legal notification was published on September 10, 2009; and copies of the notice mailed to those interested parties as noted in the file maintained in the Planning Department, and,

WHEREAS, the Board of County Commissioners did conduct their own public hearings on September 28, 2009, at 9:05 a.m. in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C (SEPA) and a determination of non-significance was issued on January 20, 2009; and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and after reviewing the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopts the Planning Commission's findings (located in the CPA 09-01 file in the Planning department) as their own, and it appears to be in the public's best interest to approve the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby amends the Comprehensive Plan to include changes to Land Use Maps 4.0 and 4.4, in Chapter Four, changing the designation on approximately 11 acres of land (Parcel #1-1257-100-0003-000) from Heavy Industrial to Rural Lands Five as set forth in CPA 09-01, File Map Exhibit 8, attached.

Dated this _____ day of _____.

_____
Chairman of the Board

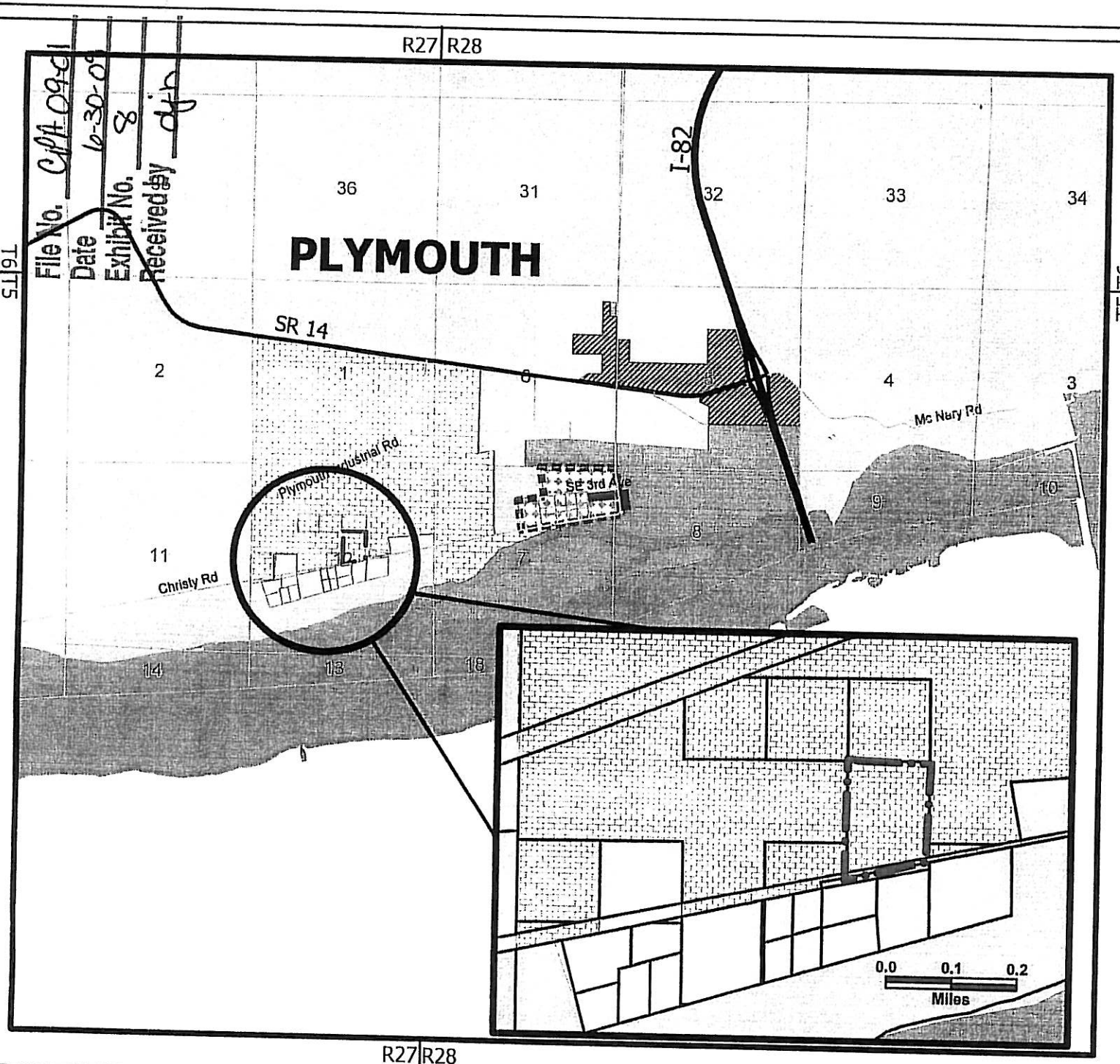
_____
Member

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

Attest.....
Clerk of the Board

Michael Shuttleworth/smw
cc: Prosecuting Attorney's Office

File No. CPA 09-01
Date 6-30-09
Exhibit No. 8
Received by dlp



BENTON COUNTY
PLANNING DEPARTMENT

LAND USE MAP
CPA 09-01

WILLIAM & NANCY PACE

Date Printed 5/20/09

Legend

- HEAVY INDUSTRIAL
- LIGHT INDUSTRIAL
- RURAL LANDS 5
- GMA AG
- RURAL LANDS 1-3
- COMMUNITY COMMERCIAL
- COMMUNITY CENTER
- INTERCHANGE COMMERCIAL
- PUBLIC

0.00 0.25 0.50
Miles

N W E S

This information was prepared by the Benton County Planning staff fo entation and planning purposes only.
Benton County does not accept the liability for the accuracy of any information shown hereo use made of this information is soley at the risk of the user.

VS

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN. FILE NO. CPA 09-02, APPLICANT: CITY OF RICHLAND.

WHEREAS, on June 22, 1998, the Benton County Board of Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130(2)(a); and,

WHEREAS, Benton County provides for annual Comprehensive Plan Amendments and every five years requests for Urban Growth Area (UGA) modifications in BCC 16.14; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on July 14, 2009, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350, to review and receive written and oral testimony with reference to the proposed Comprehensive Plan Amendment (CPA) 09-02, a proposal by the City of Richland to add 178.36 acres into its Urban Growth Area boundary located in Section 11, Township 8N. Range 28 E.W.M., located south of the I-82 and west of the Badger Road Interchange on Badger Road, and,

WHEREAS, the City did prepare and adopt a capital facilities analysis titled Cottonwood Urban Area Expansion Capital Facilities Analysis (CFP) for water, sewer, roads and utilities for the expansion of the City's UGA by approximately 178.36 acres; and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on July 14th, 2009 was unable to obtain a majority vote on this action, therefore no recommendation was forwarded with CPA 09-02 to the Board of County Commissioners with the record on September 23, 2009, and the legal notification was published on September 10, 2009; and copies of the notice mailed to those interested parties as noted in the file maintained in the Planning Department and,

WHEREAS, the Board of County Commissioners did conduct their own public hearings on September 28, 2009, at 9:05 a.m. in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C (SEPA) and a determination of non-significance was issued on January 21, 2009; and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and after reviewing the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, and,

WHEREAS; the land is located at an I-82 interchange with uniquely located public utilities adjacent to serve the commercial, light industrial and school facility needs of the area, and,

WHEREAS; a majority of the Board of County Commissioners finds the application by the City of Richland is in compliance with the goals of the Growth Management Act identified in RCW 36.70A.020 (5) and the Benton Countywide Policies (20) that require that Comprehensive Plans shall jointly and individually support the County and region's economic prosperity in order to promote employment and economic opportunity for all citizens; and consistent with the goals of the Benton County Comprehensive Plan, and,

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby amends the Comprehensive Plan to include changes to Land Use Maps 4.0 and 4.5 in Chapter Four, designating an additional 178.36 acres of land into the City of Richland's Urban Growth Boundary as set forth in CPA 09-02, File Map Exhibit 5, attached; and include in the Capital Facilities Element and other areas of the Plan where appropriate, language and narrative that incorporates by reference the Cottonwood Urban Area Expansion Capital Facilities Analysis (CFP).

Dated this _____ day of _____.

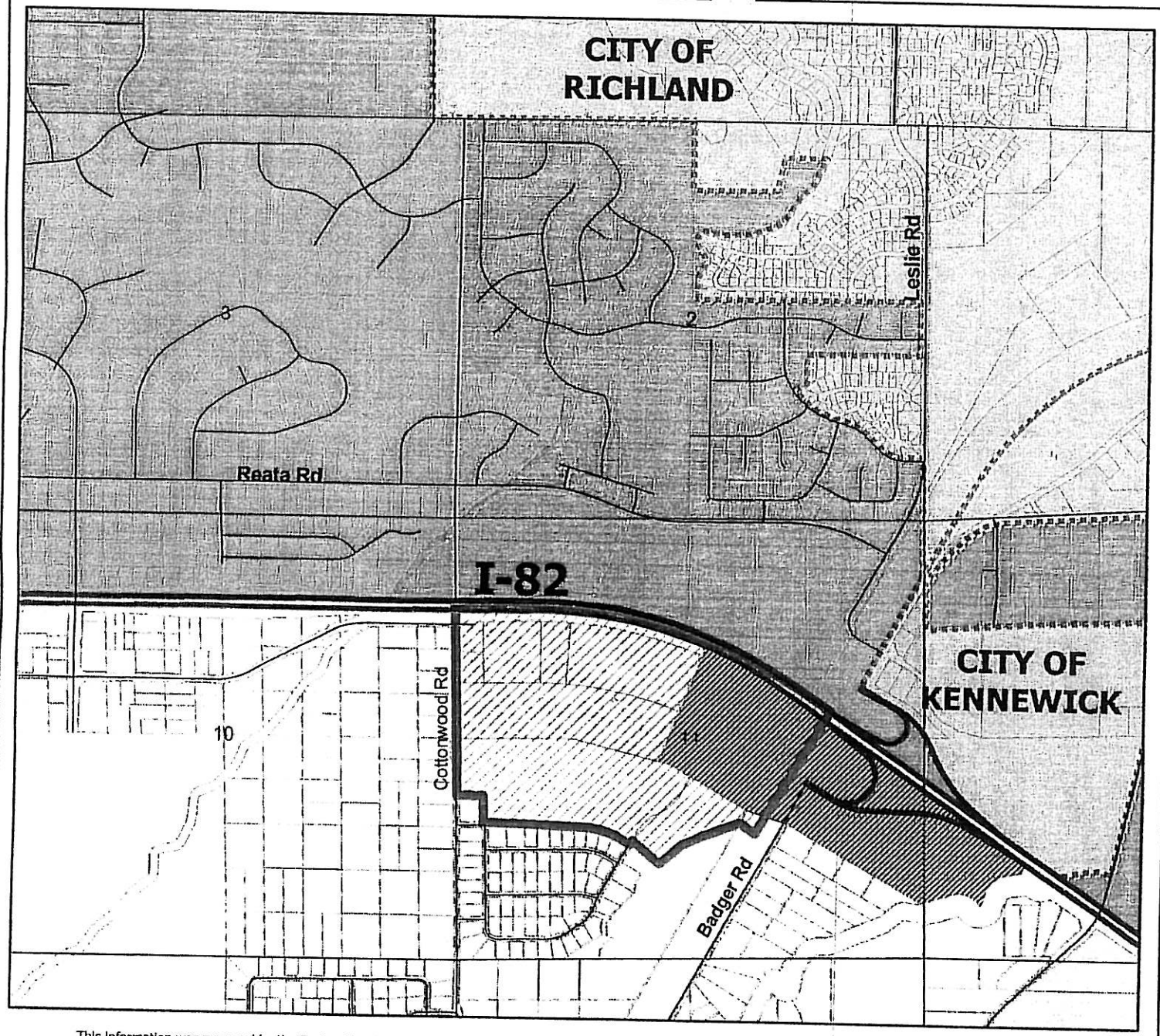
_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

Michael Shuttleworth/smw
cc: Prosecuting Attorney's Office



COMPREHENSIVE PLAN AMENDMENT
CPA 09-02
LAND USE MAP OF URBAN GROWTH AREA EXPANSION

CITY OF RICHLAND

Date Printed 5/12/09

Legend

- PROPOSED UGA
- CITY LIMITS
- CURRENT UGA
- LIGHT INDUSTRIAL
- HWY COMMERCIAL
- RURAL LANDS 1
- RURAL LANDS 5
- GMA AG

BENTON COUNTY
PLANNING DEPARTMENT

N
W E
S

0.0 0.5
Miles

EXHIBIT_____

This Information was prepared by the Benton County Planning staff for presentation and planning purposes only. Benton County does not accept the liability for the accuracy of any information shown hereon. Any use made of this information is soley at the risk of the user.

File No. CPA 09-02
Date 6-30-09
Exhibit No. 5
Received by djb

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN. FILE NO. CPA 09-03, APPLICANT: CITY OF BENTON CITY.

WHEREAS, on June 22, 1998, the Benton County Board of Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130(2)(a); and,

WHEREAS, Benton County provides for annual Comprehensive Plan Amendments and every five years requests for Urban Growth Area (UGA) modifications in BCC 16.14; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on July 14, 2009 and continued the hearing to August 11, 2009, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350, to review and receive written and oral testimony with reference to the proposed Comprehensive Plan Amendment (CPA) 09-03, a proposal by the City of Benton City to add 1,545 acres of land into its Urban Growth Area boundary located to the south and east of the City, and,

WHEREAS, the City did prepare and adopt a capital facilities analysis titled Benton City Capital Facilities Plan for Proposed 2009 Urban Growth Area Expansion (CFP) for water, sewer, roads and utilities for the expansion of the City's UGA by approximately 1,545 acres; and,

WHEREAS, the City revised and reduced its initial proposal at the direction of the Benton County Planning Commission to include Area A and Area B, consisting of approximately 483 acres shown as Exhibit 26, dated July 30, 2009, and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing voted to recommend denial of CPA 09-03 to the Board of Commissioners, and,

WHEREAS, the Planning Commission recommendation was forwarded to the Board of Commissioners on September 23, 2009, and the legal notification was published on September 10, 2009; and copies of the notice mailed to those interested parties as noted in the file maintained in the Planning Department and to members of the Public Participation (PPP) List, and,

WHEREAS, the Board of County Commissioners did conduct their own public hearings on September 28, 2009, at 9:05 a.m. in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C (SEPA) and a determination of non-significance was issued on January 20, 2009; and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments received at the public hearings, and,

WHEREAS, an Economic Development Strategic Plan for Benton City was submitted with testimony by the Benton City Economic Development Committee that included job creation and economic development strategies for the proposed area, and,

WHEREAS, Benton City is working toward the purchase of the Harrison Water System in Area B to enhance existing City facilities and services, and future growth, and,

WHEREAS; a majority of the Board of County Commissioners finds the application by the City of Benton City complies with the goals of the Growth Management Act identified in RCW 36.70A.020 (5), and the Benton Countywide Policies (20) that require that Comprehensive Plans shall jointly and individually support the county and region's economic prosperity in order to promote employment and economic opportunity for all citizens; consistent with the Benton County Comprehensive Plan, and,

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby amends the Comprehensive Plan to include changes to the Land Use Maps 4.0 and 4.2 in Chapter Four designating New Area A and New Area B, consisting of approximately 499 acres of additional land into the City of Benton City's Urban Growth Area Boundary, as set forth in CPA 09-03, File Map Exhibit E, attached, and include in the Capital Facilities Element and other areas of the Plan where appropriate, language and narrative that incorporates by reference the Benton City Capital Facilities Plan for Proposed 2009 Urban Growth Area Expansion (CFP).

Dated this _____ day of _____.

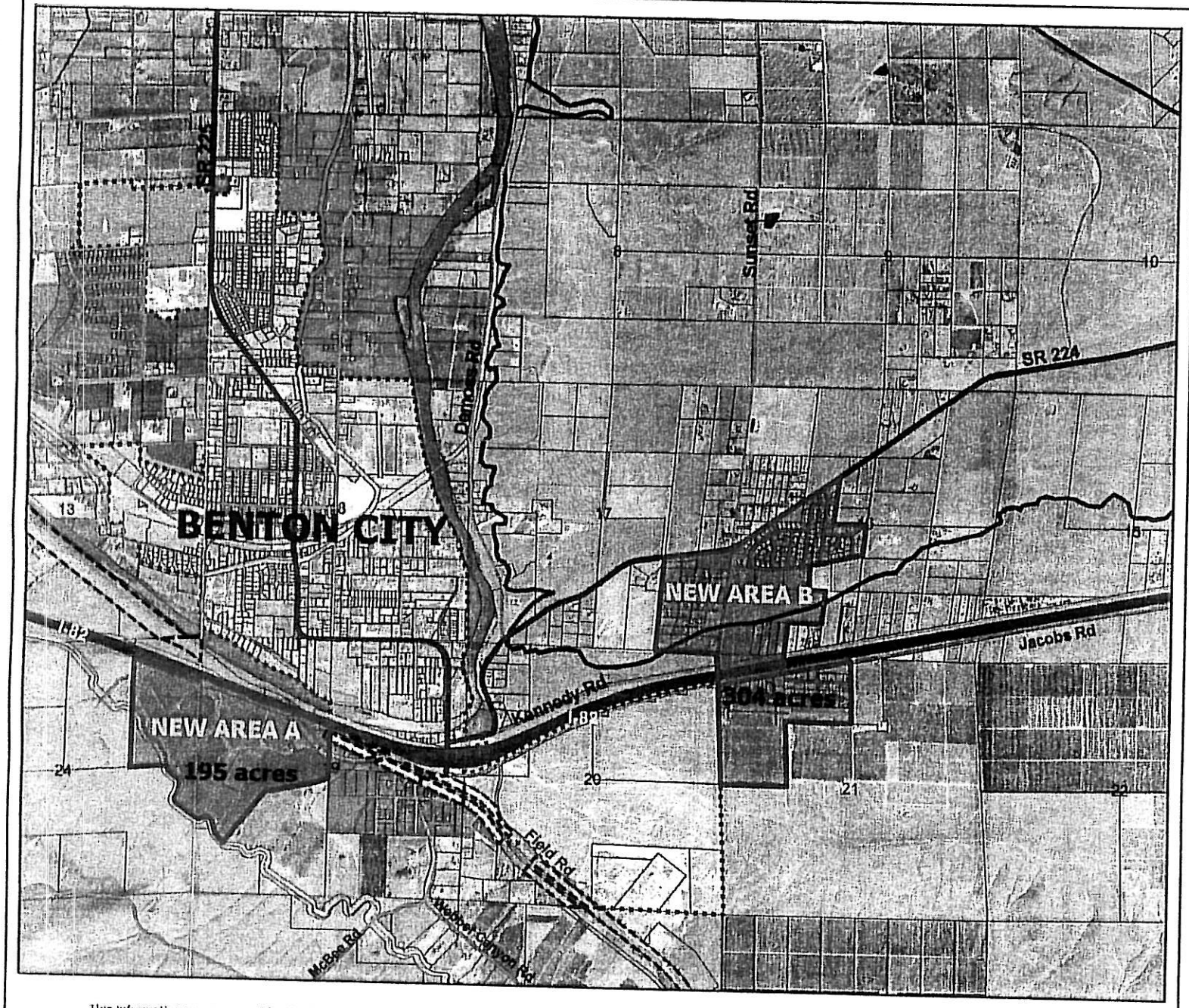
_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

Michael Shuttleworth/smw
cc: Prosecuting Attorney's Office



COMPREHENSIVE PLAN AMENDMENT
CPA 09-03
AERIAL MAP OF URBAN GROWTH AREA EXPANSION

BENTON CITY

Date Printed 9/22/09

Legend

- CITY LIMITS
- EXISTING UGA
- REVISED UGA PROPOSALS
- RedMountainAVA
- Rail Line

BENTON COUNTY
Planning Department

N
W E
S

File No. CPA 09-03
Date 9-23-09
Staff Exhibit No. E
Pro. Exhibit No.
Opp. Exhibit No.
Received by dgh

This information was prepared by the Benton County Planning staff for presentation and planning purposes only. Benton County does not accept the liability for the accuracy of any information shown hereon. Any use made of this information is soley at the risk of the user.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN. FILE NO. CPA 09-04, APPLICANT: HAROLD AND SUSAN BOND, PASCO, WA.

WHEREAS, on June 22, 1998, the Benton County Board of Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130(2)(a); and,

WHEREAS, Benton County provides for annual Comprehensive Plan Amendments in BCC 16.14; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on July 14, 2008, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350, to review and receive written and oral testimony with reference to the proposed Comprehensive Plan Amendment (CPA) 09-04, a proposal received from Harold and Susan Bond to change the land use designation on maps in Chapter Four of the Comprehensive Plan from Rural Residential Five (RL-5) to General Commercial, on a 6.37 acre parcel located in the southwest quarter of Sections 15, in Township 9 North, Range 27 East W.M., south of I-82, approximately 2 miles east of Benton City on Jacobs Road, and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on July 14th, 2009, voted to recommend to the Board of Commissioners denial of CPA 09-04, and,

WHEREAS, the Planning Commission recommendation was forwarded to the Board of Commissioners on September 23, 2009, and the legal notification was published on September 10, 2009; and copies of the notice mailed to those interested parties as noted in the file maintained in the Planning Department, and,

WHEREAS, the Board of County Commissioners did conduct their own public hearings on September 28, 2009, at 9:05 a.m. in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C (SEPA) and a determination of non-significance was issued on January 20, 2009; and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and after reviewing the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopts the Planning Commission's findings and conclusions (located in the CPA 09-04 file in the Planning Department) as their own, and it appears to be in the public's best interest to deny the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby denies CPA 09-04, the request by Harold and Susan Bond to change the land use designation from Rural Lands Five to General Commercial on a 6.37 acre parcel located in the southwest quarter of Sections 15, in Township 9 North, Range 27 East W.M., south of I-82, approximately 2 miles east of Benton City on Jacobs Road.

Dated this _____ day of _____.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

Michael Shuttleworth/smw
cc: Prosecuting Attorney's Office

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN. FILE NO. CPA 09-05, APPLICANT: CHUCK BARNES, KENNEWICK GENERAL HOSPITAL, KENNEWICK, WA.

WHEREAS, on June 22, 1998, the Benton County Board of Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130(2)(a); and,

WHEREAS, Benton County provides for annual Comprehensive Plan Amendments in BCC 16.14; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on July 14, 2008, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350, to review and receive written and oral testimony with reference to the proposed Comprehensive Plan Amendment (CPA) 09-05, A request by Chuck Barnes on behalf of the Kennewick General Hospital (KGH) to change the Comprehensive Plan land use designation on maps in Chapter Four from Heavy Industrial to Rural Lands 5, on two parcels located in Sections 5 & 6, of Township 7 N., Range 31 E.W.M., consisting of approximately 52.13 acres, and including a small parcel containing 2.32 acres owned by Paul Meier located at the southwest corner of the KGH property in concurrence with the owner, and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on July 14th, 2009, voted to recommend approval of CPA 09-05 to the Board of Commissioners, and,

WHEREAS the Planning Commission recommendation was forwarded to the Board of Commissioners on September 23, 2009, and the legal notification was published on September 10, 2009; and copies of the notice mailed to those interested parties as noted in the file maintained in the Planning Department, and,

WHEREAS, the Board of County Commissioners did conduct their own public hearings on September 28, 2009, at 9:05 a.m. in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C (SEPA) and a determination of non-significance was issued on January 20, 2009; and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and after reviewing the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopts the Planning Commission's findings (located in the CPA 09-05 file in the Planning department) as their own, and it appears to be in the public's best interest to approve the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby amends the Comprehensive Plan to include changes to Land Use Maps 4.0 and 4.6, in Chapter Four designating approximately 52.13 acres, and a small parcel containing 2.32 acres owned by Paul Meier located at the southwest corner of the KGH property from Heavy Industrial to Rural Lands Five as set forth in CPA 09-05, File Map Exhibit 5, attached.

Dated this _____ day of _____.

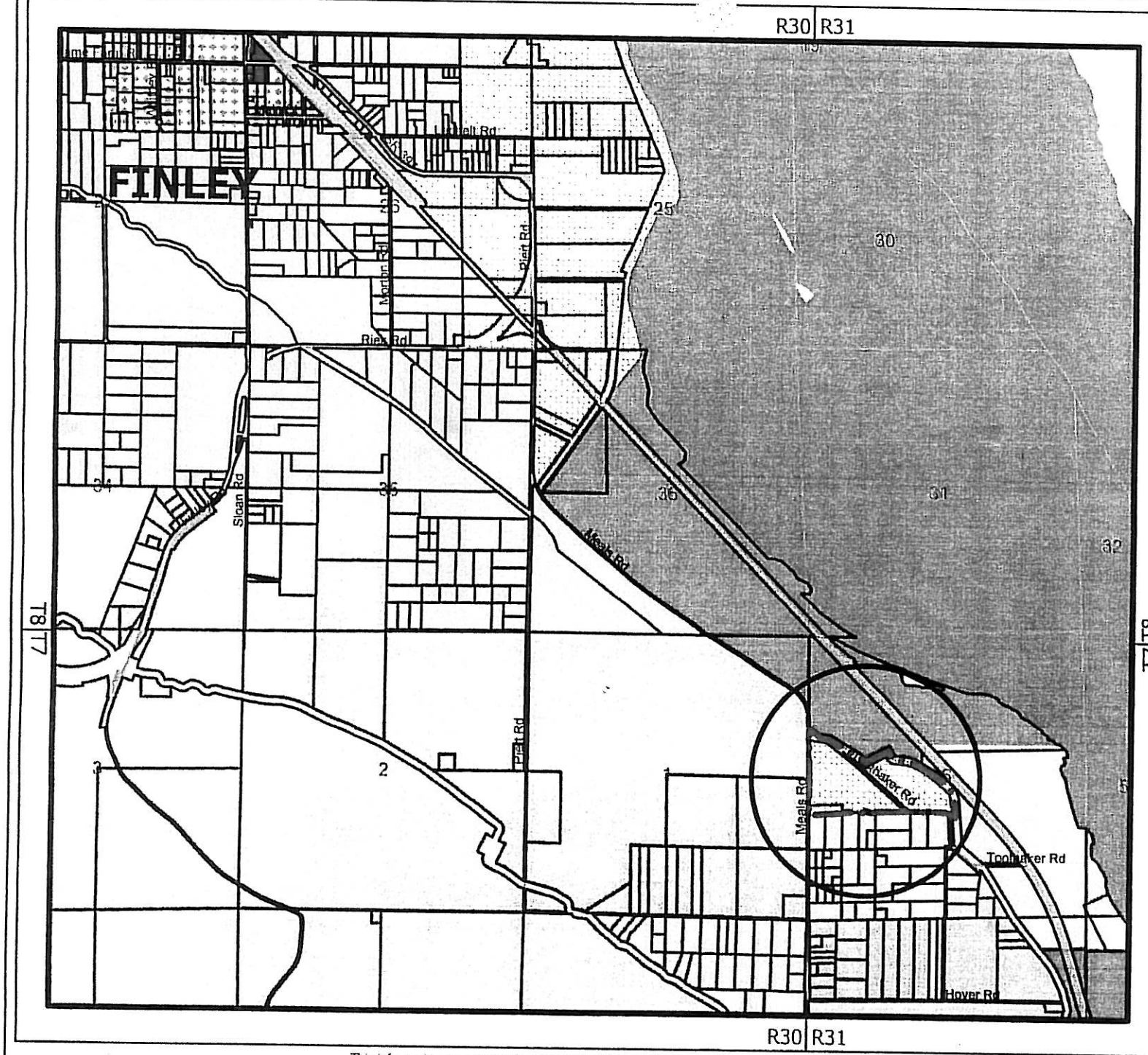
_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

Michael Shuttleworth/smw
cc: Prosecuting Attorney's Office



BENTON COUNTY
PLANNING DEPARTMENT

LAND USE MAP
CPA 09-05

KENNEWICK GENERAL HOSPITAL

Date Printed 5/20/09

Legend

- RURAL LANDS 5
- GMA AG
- HEAVY INDUSTRIAL
- PUBLIC
- RURAL LANDS 1-3
- RURAL LANDS 20
- COMMUNITY COMMERCIAL

0.00 0.25 0.50
Miles

N W S

File No. CPA 09-05
Date
Exhibit No. 5
Received by djb

This information was prepared by the Benton County Planning staff for presentation and planning purposes only.
Benton County does not accept the liability for the accuracy of any information shown hereon. Any use made of this information is soley at the risk of the user.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN. FILE NO. CPA 09-06, APPLICANT: BENTON COUNTY PLANNING STAFF.

WHEREAS, on June 22, 1998, the Benton County Board of Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130(2)(a); and,

WHEREAS, Benton County provides for annual Comprehensive Plan Amendments in BCC 16.14; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on July 14, 2008, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350, to review and receive written and oral testimony with reference to the proposed Comprehensive Plan Amendment (CPA) 09-06, staff edits to amend text in regard to the completion of the Finley Intertie in Chapter Five, the Rural Element; and related map edits on the transportation maps in Chapter Eight, the Transportation Element, and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on July 14th, 2009, voted to recommend approval of CPA 09-06 to the Board of Commissioners, and,

WHEREAS the Planning Commission recommendation was forwarded to the Board of Commissioners on September 23, 2009, and the legal notification was published on September 10, 2009; and copies of the notice mailed to those interested parties as noted in the file maintained in the Planning Department, and,

WHEREAS, the Board of County Commissioners did conduct their own public hearings on September 28, 2009, at 9:05 a.m. in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350; and,

WHEREAS, the "housekeeping edit" nature of the proposal does not require review under RCW 43.21C (SEPA); and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and after reviewing the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners find it

necessary and appropriate to amend text in regard to the completion of the Finley Intertie in Chapter Five, the Rural Element; and related map edits on the transportation maps in Chapter Eight, the Transportation Element, as proposed in CPA 09-06, and it appears to be in the public's best interest to approve the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby amends the Comprehensive Plan to include the Staff proposed edits in Chapter Five and Chapter Eight, as set forth in CPA 09-06 File, Exhibits 2 and 3, attached.

Dated this _____ day of _____.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

Michael Shuttleworth/smw
cc: Prosecuting Attorney's Office

Date 6-30-09
Exhibit No. 2
Received by dph

The current population within the Kennewick-Finley Rural Planning Area is approximately 7,578 people. Finley is a stable community, with a surprisingly high percentage (76%) of residents having lived in the community more than 10 years[6]. The housing supply numbers 2,526 units and is a mixture of old and new manufactured and site built homes, with manufactured homes predominating[7]. The average density is one dwelling unit per 5.7 acres. The average household size is 3.0 persons.

Infrastructure

School Facilities

Sixty-five percent of the Kennewick-Finley Planning area reside in the Finley School District #52. The current population in the district is 4,925 residents in 1,641 households. The Finley School District operates three schools serving 1,030 students. The Riverview High School located on Lemon Drive, serves grades 9-12. Finley Middle School accommodates grades 7 and 8, and is located on Game Farm Road. The Finley Elementary School houses the Kindergarten through sixth grade, and is located on Cougar Road, off Nine Canyon Road. To further ease crowding, the district has plans to build an additional 14,000 square feet at the Middle School site.

Transportation Facilities

Major transportation infrastructure within the Kennewick-Finley Rural Planning Area consists principally of the Highway SR-397 and the Burlington Northern (B.N.) railroad line, which parallel each other in a narrow corridor extending from the Kennewick City limits in the northwest through the Finley rural area. ~~where SR-397 ends just south of its intersection with Finley Road.~~ South of Finley Road the railroad line trends south and west to follow the Columbia River shoreline to the coast.

The SR-397/B.N. corridor is intersected at various points by east-west aligned arterial roads including 10th Street, and Haney, Finley, and Bowles Roads, which serve the collectors and neighborhood streets to and within the interior of Finley. The SR-397/B.N. corridor is the only direct ingress and egress to rural Finley. It is virtually the only truck route.

Top 4 Issues/Desired Improvements
road improvements
ordinance to clean up trash
control/limit growth
water/sewer improvements

Kennewick-Finley Survey Respondents

Due to the recent and projected increased industrial activity in South Finley, and the overall increase in regional rail traffic, to which B.N. ~~is~~ has responded~~ing~~ to by adding an additional line parallel to the existing track in Finley, both truck and rail traffic along the SR-397/B.N. corridor are expected to increase significantly within the next decade.

The close proximity of the railroad line to SR-397, and the intersection of the corridor by a narrow arterial at less than perpendicular angles on

[6] Benton County Rural Survey 1993

[7] 1,540 units/or 61%

sharply elevated railroad crossings, restricts "sight" distances, and leaves little room for crossing vehicles to "queue" up outside of the traffic lanes. These factors, coupled with the fact that much of the truck and rail transport is carrying toxic chemicals and by-products, makes the corridor inadequate and potentially problematic relative to safety. ~~and emergency access/egress within Finley. An incident involving any combination of collision, derailment, chemical spill, or fire which would block the SR-397 corridor to emergency response and citizen evacuation could have potentially catastrophic results.~~

~~The county is currently engaged in a public process to identify a second arterial route into Finley on the landward side of the railroad corridor. This route would connect to I-82 to the southwest. Such a route could serve to decrease the volume of truck traffic using SR-397, and provide an alternate route for emergency situations.~~

~~However, a second route will not solve t~~The safety problems inherent to the existing roadway geometry of the SR-397/B.N. corridor~~. This~~ must be addressed by Washington State Department of Transportation.

A recently constructed road development serving the Finley area extends SR 397 west and connects to I-82 at the Locust Grove Exit. At a cost of $21 million, the "Intertie" stretches 11 miles through the remote areas of Benton County connecting to the several businesses along the river in Finley. The road is constructed to WSDOT standards with two 12 foot lanes and six foot shoulders. In the more urban area of Finley, a center turn lane has been added and an overpass constructed at the Burlington Northern railroad crossing at Riek and Piert Roads.

This new route, SR 397, provides an alternate truck route for industrial and farm-to-market truck traffic to the Finley and south Kennewick industrial and agricultural areas, relieves traffic congestion in Kennewick by bypassing the populated Tri-Cities area, and also serves as a secondary access/emergency route for the residents of Finley. In 2009, the road extension was assumed by the state highway system.

~~In addition to necessity for a second arterial route into south Finley, t~~The Citizen's Rural Advisory Committee requested that several road links in north and west Finley area be completed for routine circulation and emergency access purposes. These, and ~~potential routes for~~ ~~a~~ the newly constructed ~~second Finley~~ access route SR 397 are shown on the "Transportation Map" for the Finley Planning Region, Figure Map 8-3.

Barge facilities for waterborne transportation exist in south Finley as part of the existing infrastructure serving industry.

Existing Land Use

The Kennewick-Finley Rural Planning Area incompasses approximately 15,506 acres, or 53% percent of the Finley Planning Region.

Land uses consist of irrigated agriculture; including livestock, rural residential use, minor acreages of

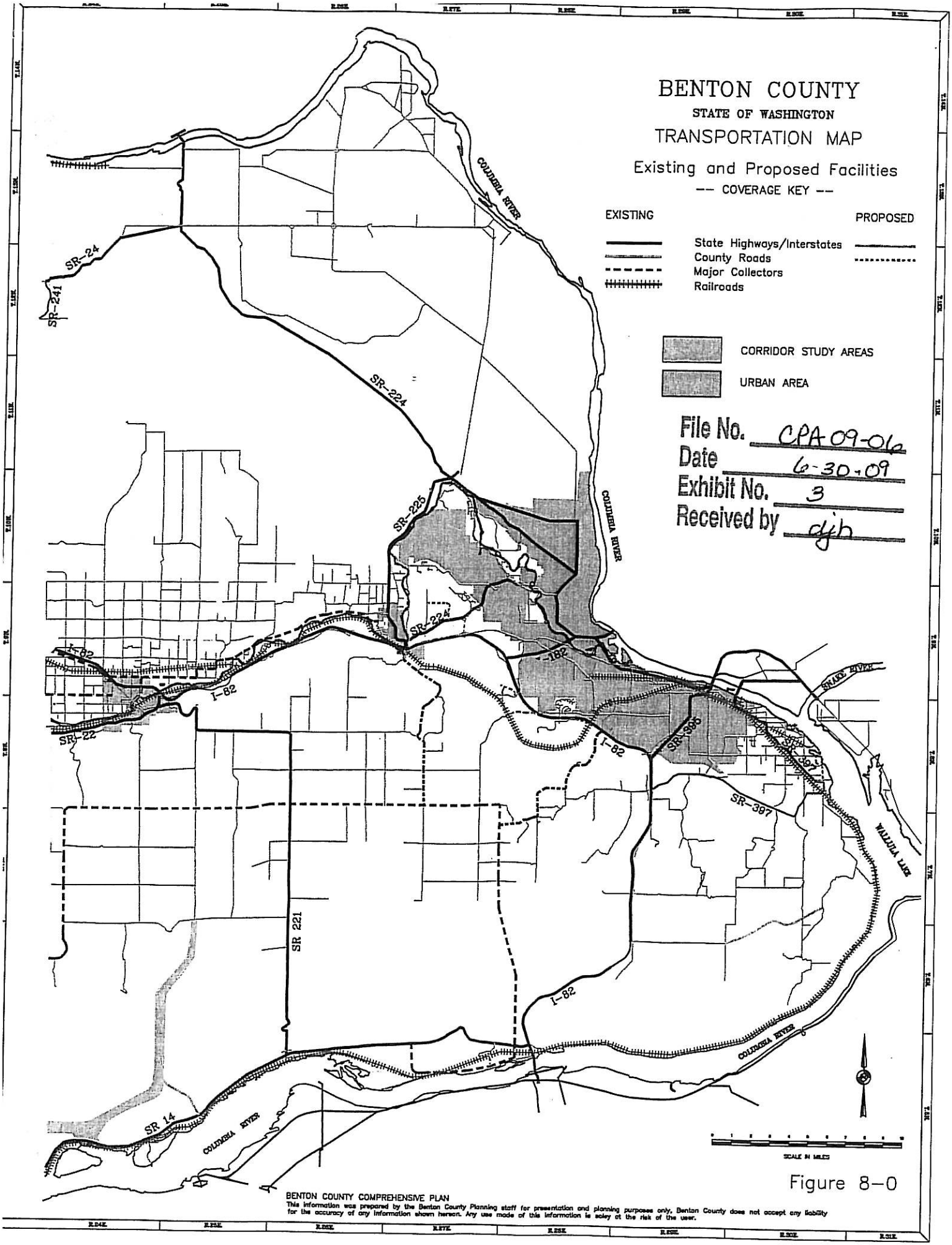

BENTON COUNTY
STATE OF WASHINGTON
TRANSPORTATION MAP
Existing and Proposed Facilities
-- COVERAGE KEY --
EXISTING
PROPOSED
State Highways/Interstates
County Roads
Major Collectors
Railroads
CORRIDOR STUDY AREAS
URBAN AREA
File No. CPA 09-06
Date 6-30-09
Exhibit No. 3
Received by djh
SR-24
SR-241
SR-224
SR-225
SR-22
I-82
I-182
SR-395
SR-397
SR 221
SR 14
COLUMBIA RIVER
SNAKE RIVER
YAKIMA RIVER
SCALE IN MILES
BENTON COUNTY COMPREHENSIVE PLAN
This information was prepared by the Benton County Planning staff for presentation and planning purposes only. Benton County does not accept any liability for the accuracy of any information shown hereon. Any use made of this information is solely at the risk of the user.

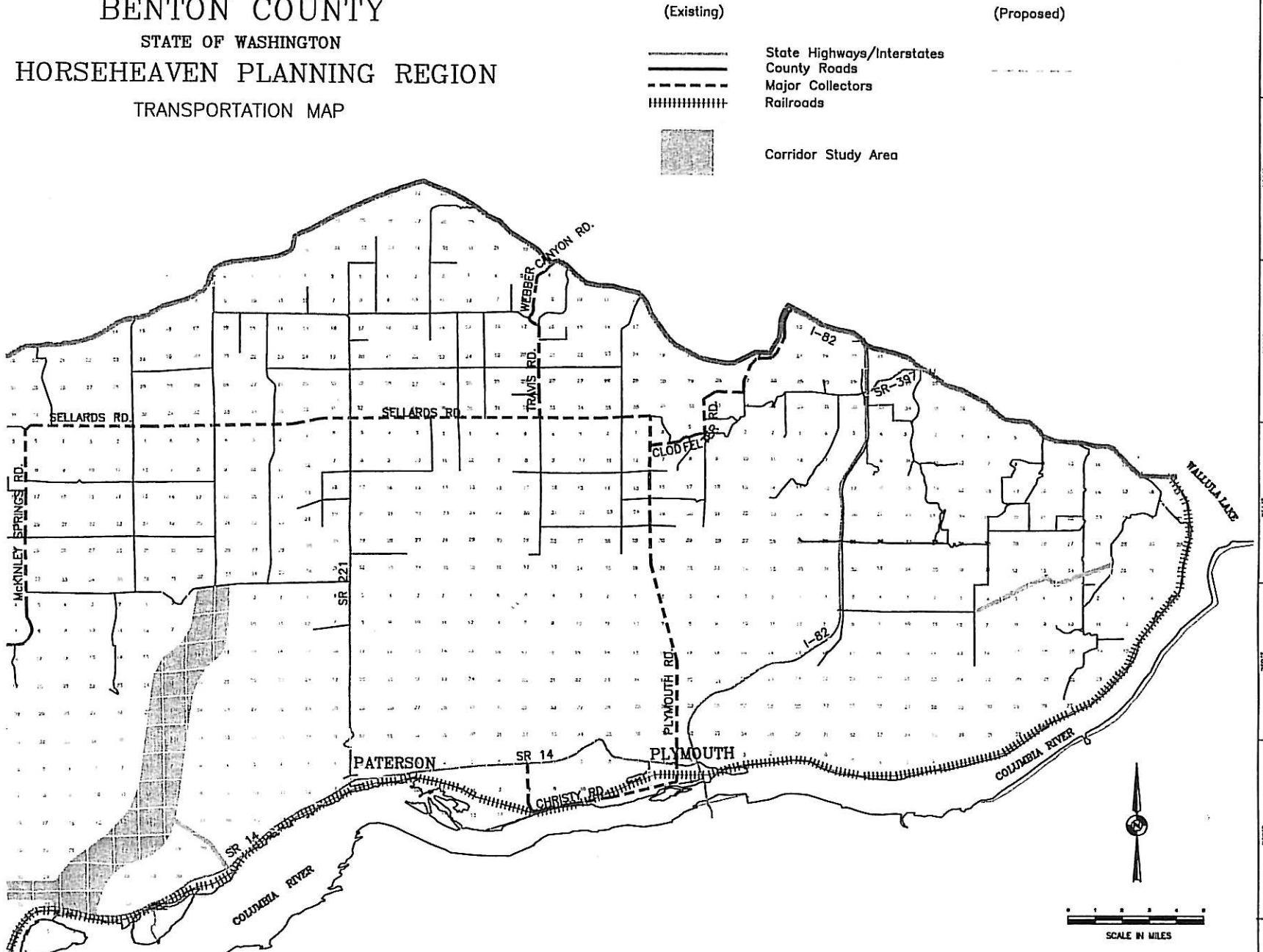
Figure 8-0

BENTON COUNTY

STATE OF WASHINGTON

HORSEHEAVEN PLANNING REGION

TRANSPORTATION MAP



BENTON COUNTY COMPREHENSIVE PLAN

This information was prepared by the Benton County Planning staff for g and planning purposes only, Benton County does not accept any liability for the accuracy of any information shown hereon. Any use made of thi on is solely at the risk of user.

Figure 8–1

BENTON COUNTY

STATE OF WASHINGTON

FINLEY PLANNING REGION

TRANSPORTATION MAP

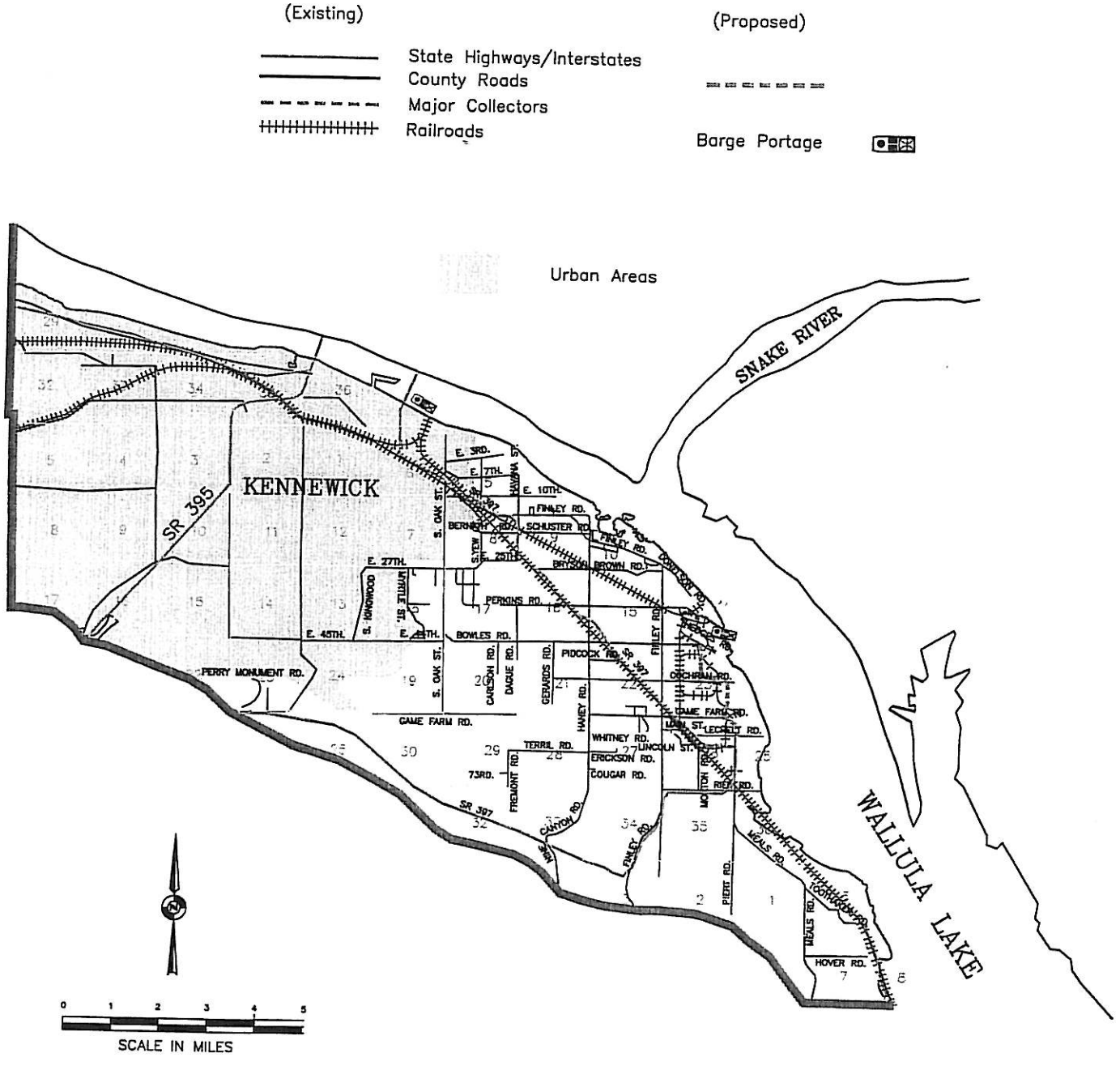


Figure 8–3

BENTON COUNTY COMPREHENSIVE PLAN

This information was prepared by the Benton County Planning staff for presentation and planning purposes only. Benton County does not accept any liability for the accuracy of any information shown hereon. Any use made of this information is solely at the risk of user.

DRAFT 9:35

Benton County Fairgrounds – Discussion Paper 2

Issue

RCW 36.37.010 *declares that Benton County is responsible for the holding of county fairs and agricultural exhibitions of stock, cereals, and agricultural produce of all kinds, including dairy produce, as well as arts and manufactures and the participation in a district fair or agricultural exhibition, and is declared to be in the interest of public good and a strictly county purpose*. This has been in place since nearly 60 years and not without its turbulent times and contentious relationships. Today the Fairgrounds have become a 126-acre telltale sign of the current economic times: it needs roughly a hundred thousand dollars a year in subsidies in order to cover its intermittent operating deficits and fund capital upgrades. But losses and subsidies are the rule for publicly owned, county fairs across the nation. Since 2000 the Benton County Fairgrounds, which receives an annual subsidy, now faces a two-fold burden: expensive maintenance of large, aging buildings, and the requirement to provide services free or at below-market rates for youths and non-profit organizations. The commissioners must take a clear-eyed look at the Fairground's finances in light of the county's fiscal crisis. While initial reports indicate the 2009 budget is narrowing the subsidy gap, the long-term revenue outlook remains bleak and rising costs could make the current Fairgrounds property unaffordable within the next decade. Commissioners must find a way to reverse that trend, perhaps by following the lead of other counties across the country that have narrowed the scope of operations, increased the lease rates and maintained the annual subsidy or privatization by selling part or all of the current property. However, in general fairgrounds are really a reflection of the community in which they live and operate, therefore remember it's hard to transfer things that work in one county to another county.

Recommendation

With the financial uncertainty facing Benton County and other Washington State counties such as reduced state funding for human services, health districts, animal control, and parks budgets the solution may be privatization. Privatization would free the County of the complicated and contradictory leases and legal liability issues (especially high-risk activities that occur in these venues) and perhaps a different entity may be in a better position to get the financing for making facility improvements. So what entity would be interested in

the privatization concept? It has become very apparent over the last year that the non-profit, Benton-Franklin Fair Association is interested in expanding their jurisdiction. The Fair Board, made up of people with strong ties to agriculture, tourism, and event management, has submitted two (2) marketing/managing proposals. Both proposals were declined by the commissioners as they lacked strategies that would ensure consistent direction and steady progress toward a clearly defined goal. The Fair Association lacked a coherent, long-term strategy that addressed the County's responsibility to hold a county fair as the County's resources to invest in the Fairgrounds have dwindled. Currently, the Benton-Franklin Fair Association leases the Fairgrounds property for only one month, August, each year. They are required to bring major changes or improvements to the County's attention by November of each year – which hasn't been feasibly adhered to over the past several years.

To ensure that the public's best interest is taken into consideration, the following should be negotiated upon.

- Amount of sale is open for discussion.
- The County would retain a section of property where the animal control facility will be located, large enough for future expansion or construction.
- The County would retain the property leased by Acme Materials and Construction (tax parcel # 108802011253002).
- If the Fair Association ceases to operate an annual county fair and agricultural exhibition of stock, cereals, and agricultural produce of all kinds, including dairy produce, as well as arts and manufactures and the participation in a district fair or agricultural exhibition for one year, the land reverts back to the County. This is in the public's best interests as this stresses that conveying the property and maintaining the facilities in a manner to put on a county fair and continue to remain available as a public domain.
- There will not be any consideration of selling part or all the parcels to hold the Benton-Franklin County Fair in another location.
- The Fair Association will contribute over a five (5) year period the amount of $500,000 in cash, in-kind, and grant support to the following youth groups: 4-H and FFA. Deliver an annual report by January 30th of each year detailing the contribution types and amounts and associated event until the limit has been reached.

- The Fair Association will work with Columbia Irrigation District to transfer water rights from road-right-away parcels.
- All county-owned vehicles, equipment, and tools will be inventoried and an offer tendered to the Fair Association.
- Benton County may contribute an annual sum equal to Franklin County's annual contribution and be entitled to the same rights and benefits given to Franklin County.
- The Fair Association may use the sand track which is located on tax parcel # 108802011253002 (see above) provided the Horse Racing Association is given access and future consideration as a traditional user of the fairgrounds.

It is understood that the Fairgrounds property is valuable and belongs to the taxpayers, but Benton County would not necessarily be giving away the farm. Remember, the whole purpose is to benefit the public, enhance the performance of the Fair, and maintain the health, safety, and welfare of attendees. Whatever solution is decided upon, it must be tailor-made.

DRAFT

9:55

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	10/26/09	Execute Contract		Consent Agenda	
Subject:	CIP	Pass Resolution		Public Hearing	
Prepared by:	LMS	Pass Ordinance		1st Discussion	X
Reviewed by:	LSK	Pass Motion		2nd Discussion	
				Other Business	

BACKGROUND INFORMATION

Attached is a "draft" copy of the 2010-2015 Capital Improvement Plan. This workshop is to have the Board take an opportunity to review each project and prioritize the projects in accordance with the "Project Priority Status" on page ii of this document.

This document will be finalized, printed on high quality paper, appropriately bounded, and placed on the consent agenda for adoption once it has been approved by the Board of Commissioners.