

April 19, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
April 12, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
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 Keith Mercer; Personnel Manager Melina Wenner; DPA Ryan Brown; Ed Thornbrugh, Human Services; Auditor Brenda Chilton; Steve Becken and Malcolm Bowie, Public Works.

Workshop Agenda

Legislature – Tax Increases

The Board briefly discussed the proposed tax increases by the legislature and impacts it might have on Benton County.

Letter from Fair Association

Chairman Beaver asked the Board how it wanted to respond to the letter from the Fair Association.

Commissioner Bowman said he had not changed his position and was opposed to selling the Fairgrounds. Additionally, he talked about a recent event at the grounds, said it was a nice venue, and wanted to continue to aggressively market the Fairgrounds.

Commissioner Benitz said it was time to enter into dialogue with the Fair Association and if they wanted to propose purchasing the grounds, then he wanted that option to be open to the public as well. He said his preference would be to enter into another lease and he suggested the Chairman start that negotiation process.

The Board agreed that Chairman Beaver and David Sparks could begin the negotiation process with the Fair Association.

Auditor's Office Update

Brenda Chilton updated the Board on two grants that were awarded to her office: (1) to replace two high-speed scanners (\$32,000) and (2) to replace a new electronic envelope opener (\$4,000). Additionally, she had a grant application pending to add more ballot drop boxes in the County (one in Benton City and one at the Justice Center).

EPIC Update

Commissioner Bowman said he talked with Mr. Brown about the next step regarding the lease and the Board now needed to send a letter to EPIC to punch the time clock and get things moving. Keith Mercer said he received an email from EPIC that confirmed they had ceased operations due to lack of funding and that it could be up to 3-4 years before they could resume operations. The Board agreed to send a letter to EPIC regarding termination of the lease.

Approval of Minutes

The Minutes of April 5, 2010 were approved as corrected.

Consent Agenda

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

Auditor

- a. Maintenance Agreements w/Comstor Information Management, Inc.

Commissioners

- b. Copier Lease w/Konica Minolta
- c. Invitation to Bid for Animal Control Facility

Human Services

- d. Agreement, #09/10-RSAT-LCC-00, w/Lourdes Counseling Center
- e. Amended Agreement, #07/10-HGAP-CAC-2, w/BF Community Action Committee
- f. Amended Contract, #07-46108-001-B, w/WA St Dept of Commerce, Housing Division
- g. Amended Contract, #09-46201-07, w/WA St Dept of Commerce, Housing Division
- h. Amended Contract, #09/11-SA-FSCCS-01, w/First Step Community Counseling Services
- i. Amended Contract, #09/11-SA-UCS-01, w/Unity Counseling Services
- j. Amended Agreement, #PSA-HA-2008/09, w/Housing Authority of the City of Pasco & Franklin Co.

Juvenile

- k. Contract w/Office of Juvenile Justice for Federal Grant Application

Personnel

- l. Copier Lease w/Pacific Office Automation
- m. Line Item Transfer, Fund No. 0504-101, Dept. 000

Public Works

- n. Supplemental Agreement No. 9 w/David Evans and Associates, Inc.
- o. Easement Agreement w/BNSF Railway Company for Wisser Parkway
- p. Project Agreement – Rural Arterial Programs Funds for Improvements to Nine Canyon Road
- q. Order and Agreement for Nonexclusive Franchise to Northwest Pipeline GP

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

Unscheduled Visitors

Letter to Bill De Rousie

Ryan Brown asked the Board if it wanted him to prepare a letter to Mr. DeRousie regarding his private access easement issue and the Board agreed. Additionally, Mr. Brown said he would schedule a workshop to discuss the Board's policy on private access easements.

Claim for Damages

CC 2010-06: Received on March 24, 2010 from Mark Emerson Clark

Vouchers

Check Date: 04/02/2010
Warrant #: 7088-7274
Total all funds: \$1,212,242.98

Check Date: 04/05/2010
Warrant #: 230182-230302
Direct Deposit #: 52825-53406
Total all funds: \$1,985,552.63

Check Date: 04/05/2010
Taxes #: 10110041-10110044
Warrant #: 7291-7326
Total all funds: \$1,811,132.92

Check Date: 04/09/2010
Warrant #: 7416-7564
Total all funds: \$302,192.30

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

Resolutions

- 10-212: Maintenance Agreements w/Comstor Information Management, Inc.
- 10-213: Copier Lease w/Konica Minolta
- 10-214: Invitation to Bid for Animal Control Facility
- 10-215: Agreement, #09/10-RSAT-LCC-00, w/Lourdes Counseling Center
- 10-216: Amended Agreement, #07/10-HGAP-CAC-2, w/BF Community Action Committee
- 10-217: Amended Contract, #07-46108-001-B, w/WA St Dept of Commerce, Housing Division
- 10-218: Amended Contract, #09-46201-07, w/WA St Dept of Commerce, Housing Division
- 10-219: Amended Contract, #09/11-SA-FSCCS-01, w/First Step Community Counseling Services
- 10-220: Amended Contract, #09/11-SA-UCS-01, w/Unity Counseling Services
- 10-221: Amended Agreement, #PSA-HA-2008/09, w/Housing Authority of the City of Pasco & Franklin Co.
- 10-222: Contract w/Office of Juvenile Justice for Federal Grant Application
- 10-223: Copier Lease w/Pacific Office Automation
- 10-224: Line Item Transfer, Fund No. 0504-101, Dept. 000
- 10-225: Supplemental Agreement No. 9 w/David Evans and Associates, Inc.
- 10-226: Easement Agreement w/BNSF Railway Company for Wiser Parkway
- 10-227: Project Agreement – Rural Arterial Programs Funds for Improvements to Nine Canyon Road
- 10-228: Order and Agreement for Nonexclusive Franchise to Northwest Pipeline GP

There being no further business before the Board, the meeting adjourned at approximately 9:07 a.m.

Clerk of the Board

Chairman

a

Salary Request Statement

Information Not Available

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY BOARD OF EQUALIZATION

WHEREAS, the term for Dale Olander is set to expire on April 30, 2010; and

WHEREAS, Dale Olander has expressed an interest and willingness to be re-appointed for an additional three-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Dale Olander is hereby re-appointed to the Benton County Board of Equalization effective May 1, 2010 and said term expiring on April 30, 2013.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners,

Mr. Dale Olander expressed his desire to be re-appointed to the Board of Equalization via telephone on April 7, 2010. I, Peggy Brown, clerk to the Board of Equalization submitted a resolution to the County Commissioners stating his request. Thank you.

A handwritten signature in black ink that reads "Peggy Brown". The signature is written in a cursive style with a large initial "P" and a long horizontal flourish at the end.

Peggy Brown,
Clerk, Benton County BOE
4-8-2010

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING BERNARDO WILLS ARCHITECTS PC TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY ANIMAL CONTROL FACILITY LOCATED KENNEWICK, WA

WHEREAS, per Resolution 08-884 dated November 3, 2008 the Board of Benton County Commissioners authorized Bernardo Wills Architects PC to provide architectural and engineering services for the feasible study for a Benton County Animal Control Facility; and

WHEREAS, the Facilities Manager and Deputy County Administrator recommends having Bernardo Wills Architects PC, Spokane, WA provide complete architectural and engineering services for the design and construction of the Benton County Animal Control Facility located in Kennewick, WA for a contract amount not to exceed \$100,725.00 plus any reimbursable expenses at actual cost plus 10% architectural fee; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the contract attached hereto between Benton County and Bernardo Wills Architects, PC for Architectural service for the Benton County Animal Control Facility for a contract amount not to exceed \$100,725.00 plus any reimbursable expenses.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

**PROFESSIONAL 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 BERNARDO-WILLS ARCHITECTS PC, a Washington professional corporation with its principal offices at 107 S Howard Fourth Floor, Spokane, WA 99201 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract includes the following additional document.

- a. Exhibit "A" - Proposal 09-282 dated February 9, 2010

2. DURATION OF CONTRACT

The terms of this contract shall commence on October 1, 2009. This Contract shall terminate upon the earlier of either (a) approval of the Notice of Completion via Resolution executed by COUNTY's Board of Commissioners, or (b) sixteen (16) months after commencement of the contract.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to perform the following services:

- a. Provide Architectural and Engineering Services for the new Animal Control Facility all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:
 - i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Article 5 below. Unless otherwise provided for in an additional proposal, no materials, labor, or facilities will be furnished by the COUNTY.

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CAPITAL PROJECTS FUND NUMBER 0305-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Animal Control

Dept Nbr: 000

Fund Name: Capital Projects

Fund Nbr: 0305-101

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
594.110	6412	Capital Outlay - Buildings	\$1,000,000	594.210	6203	Animal Control Building	\$1,000,000
TOTAL			\$1,000,000	TOTAL			\$1,000,000

Explanation:

A new line item was created for the Animal Control Building Construction costs in order to keep track of the projects total cost. Transferring money so invoices can be paid.

Prepared by: Keith Mercer

Date: 14-Apr-2010

Approved

Denied

Date: _____

Chairman

Member

Member

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Dept Nbr: 115

Fund Name: Current Expense

Fund Nbr: 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
519.900	4931	Fenced Item Contingency	\$2,603	519.900	5401	Inerfund Property Taxes	\$398
519.900	4933	Property Management	\$1,295	519.900	5301	External Property Taxes	\$3,500
TOTAL			\$3,898	TOTAL			\$3,898

Explanation:

Transferring money in order to pay for taxes for the weed and irrigation assessments and additional irrigation assessments.

Prepared by: Keith Mercer

Date: 14-Apr-2010

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

f

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A BLANKET PUBLIC WORKS CONTRACT TO STRAIGHT-FLUSH INC. DOING BUSINESS AS ROTO-ROOTER SEWER SERVICE FOR "AS NEEDED" PLUMBING REPAIR SERVICES THROUGHOUT BENTON COUNTY FACILITIES, CURRENT EXPENSE FUND 0000-101, SHERIFF CUSTODY DEPARTMENT 120 AND COUNTY FACILITIES DEPARTMENT 110 AND FAIRGROUNDS OPERATING BUDGET FUND NUMBER 0124-101.

WHEREAS, per resolution 09-811, any contracts for public works services or materials involving less than twenty-five thousand (\$25,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners; and

WHEREAS, Facilities personnel solicits Straight-Flush Inc. for various plumbing repair services; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Straight-Flush Inc., Kennewick, WA to be put in place for "as needed" plumbing repair services and other miscellaneous services they are qualified to perform throughout Benton County facilities; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Straight-Flush Inc. price rate attached hereto for an accumulative contract amount not to exceed \$10,000 for the 2010 calendar year; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Straight-Flush Inc. the blanket public works contract for "as needed" services throughout Benton County facilities in an amount not to exceed \$10,000 for the 2010 calendar year; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the public works contract attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract begins when executed by both parties and expires on December 31, 2010.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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 Straight-Flush Inc., a corporation authorized to do business in the State of Washington, doing business as Roto-Rooter Sewer Service, with its principal offices at RT 4 Box 4000-D, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents

- a. Exhibit A - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2010. 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:

The CONTRACTOR agrees to provide "as needed" plumbing services for all Benton County locations in accordance with the CONTRACTORS price rates. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for plumbing services shall be initiated by the COUNTY representative or his

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FAIRGROUNDS OPERATING BUDGET FUND NUMBER 0124-101,
DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Fairgrounds

Dept Nbr: 000

Fund Name: Fairgrounds Operating Budget

Fund Nbr: 0124-101

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
575.400	4802	Repair Maintenance	\$143	575.400	9914	County Road	\$143
TOTAL			\$143	TOTAL			\$143

Explanation:

Transferring money in order to pay Public Works invoice. Public Works invoices need to be paid out of the 9000's.

Prepared by: Keith Mercer

Date: 14-Apr-2010

Approved

Denied

Date: _____

Chairman

Member

Member

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-PREV-BFSAC-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement with Benton Franklin Substance Abuse Coalition to incorporate Conflict of Interest language.

SUMMARY

Award: Consideration shall remain a maximum of \$20,000.00
Period: July 1, 2009 to June 30, 2010
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-PREV-BFSAC-01 with the Benton Franklin Substance Abuse Coalition and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-PREV-BFSAC-01 BETWEEN BENTON FRANKLIN SUBSTANCE ABUSE COALITION AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to incorporate Conflict of Interest language to read, "Staff and board members of the Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest." All other provisions set out in the underlying Agreement remain in full force and effect; and

WHEREAS, the consideration of the Amendment remains at \$20,000, 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-PREV-BFSAC-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of , 2010

Dated this . . . day of , 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-PREV-VISTA-01 with Vista Youth Center	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement with Vista Youth Center, 09/10-PREV-VISTA-01. The purpose of this amendment serves to incorporate a Conflict of Interest provision into the Agreement.

SUMMARY

Award: Consideration remains at \$10,000

Period: July 1, 2009 to June 30, 2010

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-PREV-VISTA-01 with Juvenile Justice Center and authorize the Chair to sign on behalf of the Board.

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 AMENDING AGREEMENT #09/10-PREV-VISTA-01
BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF
HUMAN SERVICES AND VISTA YOUTH CENTER TO INCORPORATE A
CONFLICT OF INTEREST PROVISION INTO THE AGREEMENT, and**

WHEREAS, the following language needs to be incorporated into the Agreement: "Staff and board members of the Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest", and

WHEREAS, the compensation will remain no more than \$10,000 and is funded by the Department of Behavioral Health and Recovery (formally Division of Alcohol and Substance Abuse), and

NOW, THEREFORE, BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Amendment #09/10-PREV-VISTA-01.

Dated this day of 2010.

Dated this day of2010.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Human Services

Carey

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

COPY J

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/11-SA-NECC-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with Nueva Esperanza Counseling Center for substance abuse treatment services for the 2009-11 biennium. This amendment incorporates provisions for Employee Education about False Claims Recovery and waives the Tobacco-Free Facilities and Ground provisions

SUMMARY

Award: Consideration is fee for services provided
Period: October 1, 2009 to June 30, 2011
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/11-SA-NECC-01 with Nueva Esperanza Counseling Center and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

**IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-SA-NECC-01 BETWEEN
NUEVA ESPERANZA COUNSELING CENTER AND BENTON AND FRANKLIN
COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

WHEREAS, It is the purpose of this Amendment is to incorporate provisions for Employee Education about False Claims Recovery and to waive the Tobacco-Free Facilities and Ground provisions. 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, 2009 and remains effective until June 30, 2011, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #09/11-SA-NECC-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

Carey

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

COPYK

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/11-SA-ESD-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement contract with the Educational Service District 123 for substance abuse treatment services for the 2009-11 biennium. This amendment incorporates provisions for Employee Education about False Claims Recovery and waives the Tobacco-Free Facilities and Ground provisions

SUMMARY

Award: Consideration is fee for services provided
Period: October 1, 2009 to June 30, 2011
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/11-SA-ESD-01 with the Educational Service District 123 and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-SA-ESD-01 BETWEEN THE EDUCATIONAL SERVICE DISTRICT 123 AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to incorporate provisions for Employee Education about False Claims Recovery and to waive the Tobacco-Free Facilities and Ground provisions. 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, 2009 and remains effective until June 30, 2011, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #09/11-SA-ESD-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this ... day of, 2010

Dated this ... day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

Carey

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

COPY.

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-PREV-ESD-01 with the Educational Service District 123	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to amend the agreement with Educational Service District 123, 09/10-PREV-ESD-01. The purpose of this amendment serves to incorporate a Conflict of Interest provision into the Agreement.

SUMMARY

Award: Consideration remains at \$36,000

Period: July 1, 2009 to June 30, 2010

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-PREV-ESD-01 with the Educational Service District and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-PREV-ESD-01 BETWEEN the EDUCATIONAL SERVICE DISTRICT 123 AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and

WHEREAS, It is the purpose of this Amendment is to incorporate Conflict of Interest language to read, "Staff and board members of the Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest." All other provisions set out in the underlying Agreement remain in full force and effect; and

WHEREAS, the consideration of the Amendment remains at \$36,000, 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-PREV-ESD-01 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 4/19/10 Subject: ADA Policy Prepared by: M. Wenner Reviewed by: S. Perry	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	<div style="text-align: right; font-size: 2em; font-weight: bold;">M</div> Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

In accordance with the requirements of the Americans with Disabilities Act (ADA) and state law, a Benton County policy has been drafted prohibiting discrimination on the basis of disability and an accommodation request/grievance procedure, which is attached.

SUMMARY

Same as above.

RECOMMENDATION

Please sign the resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY: ADOPTION OF THE BENTON COUNTY POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF DISABILITY AND ACCOMMODATION REQUEST/GRIEVANCE PROCEDURES

WHEREAS, other County Elected Officials have signed and approved the attached Benton County Policy Prohibiting Discrimination on the Basis of Disability and Accommodation Request/Grievance Procedures; **NOW THEREFORE**

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves the attached Benton County Policy Prohibiting Discrimination on the Basis of Disability and Accommodation Request/Grievance Procedures.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Personnel, Auditor

Benton County Policy
Prohibiting Discrimination on the Basis of Disability and
Accommodation Request/Grievance Procedures

POLICY

In accordance with the requirements of the Americans with Disabilities Act (“ADA”) and state law, it is Benton County’s policy that no qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of its services, programs, or activities, or be subjected to discrimination.

ADA Coordinator: The Benton County Personnel/Risk Manager has been designated as Benton County’s ADA Coordinator. The Personnel/Risk Manager is located in the Benton County Personnel Resources Office in the Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336, and can be reached by calling (509) 737-2777 or by fax at (509) 737-2778.

Employment: Benton County does not discriminate on the basis of disability in its hiring or employment practices and provides reasonable accommodation in accordance with the ADA and state law. Disability discrimination is also prohibited under Benton County’s Anti-Discrimination and Harassment Policy and Complaint Procedure, a copy of which can be found in the Personnel Resources Office.

Equally Effective Communication: Benton County provides appropriate aids and services to enable effective communication for persons with disabilities, so that they can participate equally in Benton County services, programs, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Programs, Policies, and Procedures: Benton County makes reasonable modifications of programs, policies, and procedures to ensure that people with disabilities have an equal opportunity to enjoy all of its services, programs, and activities. For example, individuals with service animals are welcome in Benton County offices, even where pets are generally prohibited.

Auxiliary Aids and Services and Other Accommodations: Anyone who requires an auxiliary aid or service for effective communication; a modification of programs, policies, and procedures to be able to participate in a service, program, or activity of Benton County; or other accommodation is to contact the ADA Coordinator as soon as possible, but no later than 48 hours before the scheduled event, in accordance with the Accommodation Request Procedure, below.

No Surcharges: Benton County does not place a surcharge on any individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or other reasonable accommodation.

Questions and Complaints: Additional information concerning the ADA and the rights provided thereunder is available from the ADA Coordinator. Complaints are processed in accordance with the Grievance Procedure, below.

ACCOMMODATION REQUEST PROCEDURE

Benton County has adopted a process for requests for reasonable accommodation to ensure access to Benton County employment, services, programs, and activities.

Current Benton County Employees: Benton County provides reasonable accommodations to enable current employees with disabilities to perform the essential functions of the position. Any Benton County employee needing accommodation is to contact his/her Elected Official or Department Manager or seek assistance from the Personnel Resources Department.

District Court Courtroom Accommodations: For District Court courtroom accommodations for parties, witnesses, and/or jurors (including requests for interpreters), the District Court judge for the particular court proceeding makes the accommodation decisions. Parties, witnesses, and/or jurors are to make these accommodation requests directly to the judge in open court, for decision by the judge.

Superior Court Courtroom Accommodations: For Superior Court courtroom accommodations for parties, witnesses, and/or jurors (including requests for interpreters), requests can be made at the Superior Court Administrator's office to the presiding judge, officer of the court or designee and/or to the judge in open court for the particular court proceeding. Forms for requests for reasonable accommodation are available at the Court Administrator's office and on the Superior Court website.

All Other Requests for Reasonable Accommodation: All other requests for reasonable accommodation, including requests by applicants for employment and participants in Benton County services, programs, or activities, are to be made as follows:

1. Complete the Request for Reasonable Accommodation form. The form is available on the Benton County website (www.co.benton.wa.us), through the ADA Coordinator, and/or the County Department/Office in which the person is requesting an accommodation.

Forms and related documents on the Benton County website (www.co.benton.wa.us) are available in two formats – Adobe (PDF) and Microsoft Word (DOC). Both formats allow the requester to download the form and type the information, or print the form and complete the hard copy.

The ADA Coordinator is available to assist the requester with this process as needed.

2. Although the responsibility for requesting a reasonable accommodation rests primarily with the applicant or participant, the ADA Coordinator is available as a resource in the preparation, explanation, and dissemination of reasonable accommodation information and in providing technical assistance.
3. Please include the following information with the request for reasonable accommodation:
 - a) Name, address, and telephone number of the person requesting the accommodation.
 - b) The specific limitation and the type of accommodation requested, with an explanation of how the accommodation will assist in the application/hiring process or participation in a service, program, or activity.
 - c) Verification of the disability by the requester's healthcare provider may be required.
4. The completed Request for Reasonable Accommodation form shall be submitted to the ADA Coordinator as soon as possible but no later than 48 hours before a scheduled event. Requests received later than 48 hours will only be considered and granted when possible, as determined by the ADA Coordinator and Elected Official.
5. The ADA Coordinator, working in coordination with the Elected Official or his/her designee, reviews the completed Request for Reasonable Accommodation form. The Elected Official or his/her designee approves or denies all accommodation requests. The ADA Coordinator notifies the requester of the Elected Official's decision to approve or deny the request by contacting the requester in the manner requested and by sending a written Notice of Accommodation.
6. The Notice of Accommodation indicates the type of accommodation that was approved and who to contact to receive the accommodation. If the request for an accommodation was not approved, the notice explains why and the appeal process.
7. If the request is denied, the requester may appeal the decision. The requester may submit the appeal to the ADA Coordinator in writing or verbally. Appeals must be received within 5 business days after the request was denied.
8. Following receipt of an appeal, the ADA Coordinator contacts the Elected Official to review the appeal and determine what alternative accommodations

might be available. The ADA Coordinator contacts the requester within 10 business days after receipt of the appeal to inform the requester of the final decision regarding the accommodation request.

GRIEVANCE PROCEDURE

Benton County has adopted a grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the ADA or state law. Benton County prohibits retaliation for making complaints or participating in an investigation.

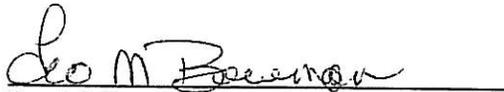
The Benton County Equal Employment Opportunity/Anti-Discrimination/Harassment Policy and Complaint Procedure govern employee-related complaints of disability discrimination. All other complaints should be addressed to the ADA Coordinator, using the following procedure:

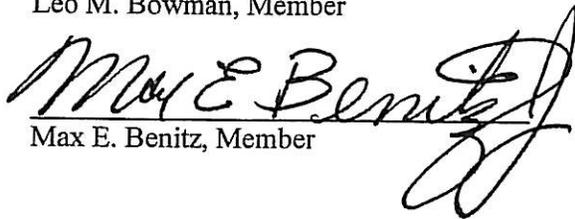
1. A complaint shall be filed verbally or in writing, contain the name and address of the person filing the complaint, and briefly describe the alleged violation.
2. A complaint shall be filed within 10 business days after the complainant becomes aware of the alleged violation.
3. An investigation follows the filing of a complaint, when appropriate and necessary as determined by the ADA Coordinator and Elected Official. The ADA Coordinator, working in coordination with the Elected Official or his/her designee, conducts the investigations. The investigation is informal or formal as needed, thorough, and affords all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
4. The ADA Coordinator, working in coordination with the Elected Official or his/her designee, issues a written evaluation as to the validity and resolution of the complaint and forwards a copy to the complainant within thirty (30) business days after the filing of the complaint. Such time period may be extended by the ADA Coordinator and/or the Elected Official as necessary to ensure adequate investigation of the complaint.
5. The ADA Coordinator maintains the files and records of Benton County relating to any and all ADA complaints that are filed.
6. If the grievance impacts the budget, the ADA Coordinator will keep the Board of County Commissioners informed as to the nature of the grievance, and the Board of County Commissioners may be involved in its resolution.
7. Prompt and equitable resolution of a complaint filed hereunder is not impaired by the person's pursuit of other remedies, such as the filing of an ADA complaint with the responsible federal or state department or agency.

Approved and accepted by the undersigned Benton County Elected Officials:

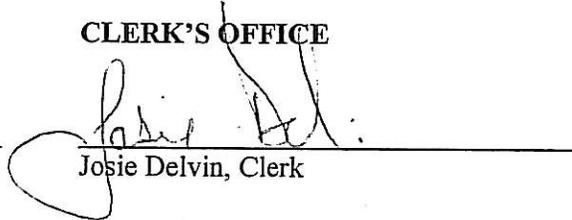
**BENTON COUNTY
BOARD OF COMMISSIONERS**


James Beaver, Chairman

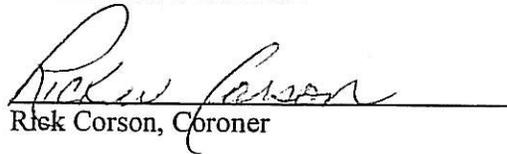

Leo M. Bowman, Member


Max E. Benitz, Member

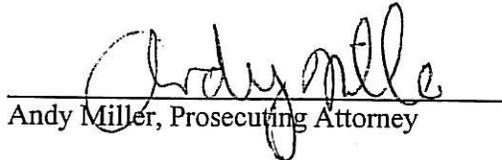
CLERK'S OFFICE


Josie Delvin, Clerk

CORONER'S OFFICE


Rick Corson, Coroner

PROSECUTING ATTORNEY'S OFFICE


Andy Miller, Prosecuting Attorney

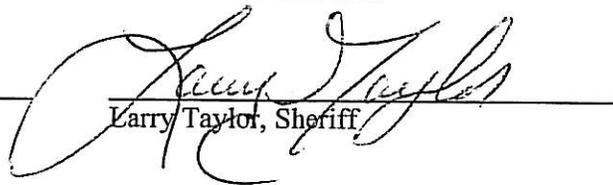
AUDITOR'S OFFICE


Brenda Chilton, Auditor

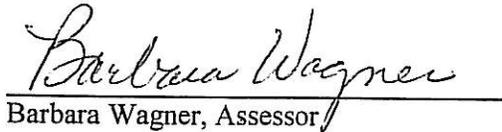
DISTRICT COURT


Hon. Terry Tanner, Presiding Judge

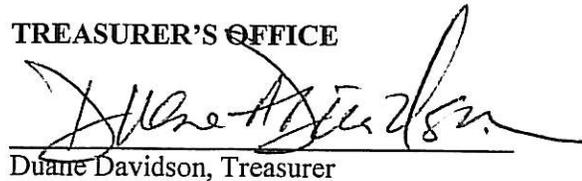
SHERIFF'S OFFICE


Larry Taylor, Sheriff

ASSESSOR'S OFFICE


Barbara Wagner, Assessor

TREASURER'S OFFICE


Duane Davidson, Treasurer



Benton County Request for Reasonable Accommodation Form

Date: _____

Person Requesting Accommodation: _____ Phone Number: _____

Address _____

City _____ State _____ Zip Code _____

Please Contact me by Phone Mail Other _____

The completed Request for Reasonable Accommodation form shall be submitted to the ADA Coordinator as soon as possible but no later than 48 hours before a scheduled event. Requests received later than 48 hours will only be considered and granted when possible, as determined by the ADA Coordinator and Elected Official.

District Court Courtroom Accommodations: For District Court courtroom accommodations for parties, witnesses, and/or jurors (including requests for interpreters), the District Court judge for the particular court proceeding makes the accommodation decisions. Parties, witnesses, and/or jurors are to make these accommodation requests directly to the judge in open court, for decision by the judge.

Superior Court Courtroom Accommodations: For Superior Court courtroom accommodations for parties, witnesses, and/or jurors (including requests for interpreters), requests can be made at the Superior Court Administrator's office to the presiding judge, officer of court or designee and/or to the judge in open court for the particular court proceeding. Forms for requests for reasonable accommodation available at the Court Administrator's office and on the Superior Court website.

Board/Commission Meeting

Date	Time	Location of Meeting
------	------	---------------------

Service/Program/Activity

Name of Service/Program/Activity	Date of Service/Program/Activity
----------------------------------	----------------------------------

Application / Hiring Process

Position Title

Assistance with (check all that apply):

Application Testing Interview

Describe the specific limitation and the type of accommodation requested, with an explanation of how the accommodation will assist in the application/hiring process or participation in a service, program, or activity.

Note: Verification of the disability by the requestor's healthcare provider may be required.

I declare under penalty of perjury under the laws of the State of Washington the foregoing is true and correct.

Name of Requestor: _____

Submit by Email

Print Form



BENTON COUNTY
NOTICE OF ACCOMMODATION

Date of Notice: _____

Requestor: _____

Date of Request: _____

Copy of Request for Reasonable Accommodation Form is attached.

Request for Reasonable Accommodation:

Approved Alternate Accommodation Approved Request Denied

Type of Accommodation Approved:

Duration of Accommodation:

Requestor must contact the following person to acquire accommodation:

- ADA Coordinator**
Benton County Personnel / Risk Manager
Benton County Personnel Resources
Benton County Justice Center
7122 W. Okanogan Place, Building A
Kennewick, WA 99336
(509) 737-2777 (Telephone)
(509) 737-2778 (Fax)

Other:

Explanation for Denial of Accommodation:

Appeal Process:

If a request is denied, the requester may appeal the decision. The requester may submit the appeal to the ADA Coordinator in writing or verbally. Appeals must be received within 5 business days after the date of this notice. The ADA Coordinator contacts the requester within 10 business days after receipt of the appeal to inform the requester of the final decision regarding the accommodation request.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 4/19/10 Subject: Juvenile Clerical CBA Prepared by: Sarah Perry Reviewed by: Sarah Perry	Execute Contract	<u> X </u>	Consent Agenda <u> X </u>
	Pass Resolution	<u> X </u>	Public Hearing _____
	Pass Ordinance	_____	1st Discussion _____
	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

The employer and Union negotiating teams for Juvenile Clerical's Collective Bargaining Agreement (CBA) have negotiated terms for the 2010-2012 CBA. The significant terms of that new proposed CBA have been reviewed by and discussed with the Board. The 2010-2012 CBA has been approved by the Union and signed by the President of the Union and it is now ready for final approval by the Board..

SUMMARY

See above.

RECOMMENDATION

Approve and sign the final 2010-2012 Collective Bargaining Agreement for the Juvenile Clerical Bargaining Unit.

JOINT BI-COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT AND AFSCME, COUNCIL 2, LOCAL 3892, REPRESENTING JUVENILE CLERICAL EMPLOYEES

WHEREAS, an Agreement has been reached between the Benton and Franklin Counties bargaining team and Local 3892 for the 2010-2012 Collective Bargaining Agreement;

WHEREAS, Benton County and Franklin County Boards of Commissioners have previously discussed and approved the significant terms of the Agreement, **NOW THEREFORE**,

BE IT RESOLVED that the Benton County and Franklin County Boards of Commissioners approve the Agreement as negotiated and are authorized to sign the same.

Dated this _____ day of April, 2010

Dated this _____ day of April, 2010

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman

Member

Member

Member

Member

Attest:

Attest:

Clerk to the Board

Clerk to the Board

Originals: Alpha O'Laughlin
Benton County Commissioners
Franklin County Commissioners
Juvenile Justice Administration

2010 – 2012 AGREEMENT

Between

BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT

and the

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, COUNCIL 2, LOCAL 3892**

Representing JUVENILE CLERICAL UNIT

Original: Alpha O'Laughlin
Benton County Commissioners
Franklin County Commissioners
Juvenile Justice Administration

c: Sarah Perry
Ryan Verhulp
Juvenile Justice
Personnel
Benton County Auditor's Office



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BITUMINOUS SURFACE TREATMENT 2010-CE 1923 PRES

WHEREAS, by resolution dated March 29, 2010, award was made to Granite Northwest, Inc., Yakima, Washington for Bituminous Surface Treatment 2010 - CE 1923 PRES; and

WHEREAS, the contract in the amount of \$2,188,188.00 has been executed by Granite Northwest, Inc.; NOW, THEREFORE,

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

Dated this 19th day of April, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slh

CONTRACT

THIS AGREEMENT, made and entered into this 19th day of April 2010, between the COUNTY OF BENTON, STATE OF WASHINGTON, acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and GRANITE NORTHWEST, INC., P O BOX 50085, WATSONVILLE, CA 95077, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for Bituminous Surface Treatment 2010 - CE 1923 PRES, in accordance with and as described in the attached plans and specifications, and the State of Washington 2008 Standard Specifications for Road, Bridge and Municipal Construction adopted by Benton County, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County of Benton.

II. The County of Benton hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County of Benton further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$2,188,188.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington have caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor

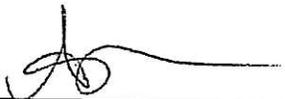
COUNTY OF BENTON

April 6, 2010

Chairman, Board of Commissioners

GRANITE NORTHWEST, INC.

Attest: _____
Clerk of the Board



Contractor Signature

Ananya Mukherjee, Vice President

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

RESOLUTION

P

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF SUNDOWN ESTATES FOR A FRANCHISE TO CONTINUE A WATER SYSTEM AND FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Sundown Estates, has applied to continue a franchise to place water system and facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, May 19, 2010 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 19th day of April 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Benton County

Department of Public Works

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

905
Area Code 509
Prosser 3611
Trinitics 36-3084
Ext. 211
Fax 786-5627

April 14, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Agreserves, Inc., dba as AgriNorthwest

Commissioners:

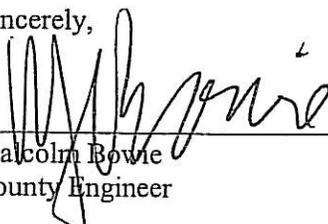
Agreserves, Inc., dba as AgriNorthwest has filed a petition to continue a nonexclusive franchise for electrical and water lines system and facilities within all of unincorporated Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

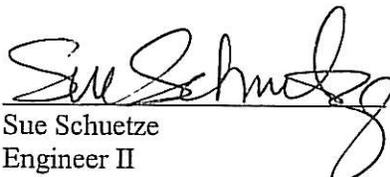
1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie
County Engineer



Sue Schuetze
Engineer II

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Benton County

Department of Public Works

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

Area Code 509
Prosser 786-5611
Tri-Cities 736-2084
Ext. 5664
Fax 786-5627

April 14, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Badger Mountain Irrigation District

Commissioners:

Badger Mountain Irrigation District has filed a petition to continue a nonexclusive franchise for a water system and facilities in various sections in the unincorporated Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Steven W. Becken
Public Works Manager

Steven W. Becken
Public Works Manager
Malcolm Bowie, P.E.
Benton County Engineer

Benton County

Department of Public Works

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

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

9:15

April 14, 2010

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed R/W Vacation in Hunts Plat
Applicant: Thomas Heath
CE 1929 Reimb

Commissioners:

Mr. and Mrs. Thomas Heath have been working with the City of West Richland to provide a sewer line easement for an existing sewer. They have also been working with Mr. Chuck Sheeley and Scott Winsor to provide an access easement to serve a parcel of property that would be landlocked if the vacation were to be approved.

At the hearing Mr. Sheeley indicated he was concerned about access to parcels of property he owned if the vacation were approved. Mr. Sheeley has combined three of the four parcels he owns into one parcel that does have access from 46th Avenue. He has one parcel that would be landlocked if an easement is not provided. The Heaths are working with Mr. Sheeley to provide an easement that will be satisfactory to all parties. Scott Winsor, the landowner to the South of the Heaths has agreed to provide a 20 foot access easement to serve the Sheeley property. The location of the turnaround required by the Fire Marshall has not been addressed.

The City of West Richland is requiring that the Heaths hire a surveyor to locate and write the legal description for the sewer easement. Before the Heaths go to the expense of hiring a surveyor, they want to come to an agreement with Mr. Sheeley regarding the access easement and turnaround. If they cannot come to an agreement with Mr. Sheely, there is no need to hire a surveyor for the sewer easement.

This office is recommending the hearing be continued for one more month. If the Heaths do come to an agreement with Mr. Sheeley, we may need to continue the hearing again because of the West Richland requirements on the sewer easement. If they cannot come to an agreement with Mr. Sheeley in that time, this office may recommend denial of the vacation request.

Sincerely,



Steven W. Becken
Public Works Manager

9:20

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 19, 2010

VIA REGISTERED MAIL/RETURN RECEIPT REQUESTED

Enterprise for Progress in the Community (EPIC)
Attn: Rick Doehle, President and Registered Agent
2902 Castelvale Rd., Suite A
Yakima, WA 98902

Re: Right of Reverter and Notice of Noncompliance with Respect to Lot 3 of Short
Plat No. 2508 under Benton Co. Auditor's File No. 2000-017385

Dear Mr. Doehle,

As you are aware, EPIC acquired the above reference property from Benton County by virtue of a Statutory Warranty Deed executed on July 31, 2000. Pursuant to the contract executed by EPIC and the County on June 28, 1999, that deed provided the County with a right of reverter in the property effective if and when EPIC ceases using the property for the purposes stated in the deed and the agreement.

We were notified by Klyer Bachofner, Director of EPIC's Children, Youth and Family services, by email on March 31, 2010, that EPIC is no longer operating or providing services at the above referenced property. This fact was confirmed by your email of April 11, 2010, to Keith Mercer.

As a result, Benton County is hereby exercising its right of reverter that is set forth in the deed and our agreement with EPIC. This also serves as notice from the County of EPIC's noncompliance with the condition in the deed that the property be used for residential services for youth in crisis.

You mentioned in your email that EPIC is considering trying to sell the property. As result of the County's right of reverter, which extends to the improvements on the property, it would appear to the County that it would not be prudent for EPIC to enter into any agreements to sell the property until the issues raised in this notice are addressed.

As stated in the deed and our agreement, EPIC has ninety (90) days from the date of this notice to cure this noncompliance by re-commencing operations at the property. Please notify us in writing when noncompliance is cured or if you do not intend to do so. If EPIC does not intend to or is unable to cure such noncompliance, EPIC may terminate the County's right to obtain title to the property by payment to the County of the assessed value of the property as outlined in the agreement and the deed. Please advise if this is the course of action EPIC intends to take. We strongly suggest and would prefer that EPIC make the payment required to eliminate our right of reverter and obtain fee simple title to the property before it consummates any sale of the property to a third party.

If EPIC neither cures the noncompliance nor timely makes the required payment to remove the County's right of reverter, the County shall initiate proceedings to vest title of the property and all improvements thereon in the name of the County. This right exists whether or not you sell EPIC's interest in the property, so a sale by EPIC to a third party subject to the County's right of reverter would likely result in such third party being named as a party to any such legal proceedings.

We appreciate the work you have done at the facility for the youth of Benton County and are disappointed that you have lost your funding source. However, if this property is not going to be used by EPIC to service the public, then it is our responsibility to take the needed steps to allow it to be used for the public in some other fashion or by some other agency. Thank you and we look forward to your response.

BOARD OF BENTON COUNTY COMMISSIONERS

James E. Beaver
Chairman

Leo Bowman
Chairman Pro Tem

Max E. Benitz
Member

cc: David Sparks
Loretta Smith-Kelty
Keith Mercer
Ryan Brown, DPA

9:25 am

Executive Session
Pending Litigation

R Brown

9:35 am

Executive Session
Union Negotiations

S Perry