

August 16, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
August 9, 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 Kely; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Steve Becken and Malcolm Bowie, Public Works; Planning Manager Mike Shuttleworth; Human Services Administrator Ed Thornbrugh; Clerk Josie Delvin; Auditor Brenda Chilton; Van Petty, Pat Powell, and Rosie Sparks, Auditor's Office; Susan Walker and Valerie Smith, Planning Department; DPA Jonathan Young; Deputy Treasurer Erhiza Rivera; Lisa Small, Commissioners' Office.

Workshop Agenda

Red Mountain Undercrossing

Commissioner Bowman said he received an email from Doc Hastings' staff that they would be touring the site for the Red Mountain Undercrossing this afternoon.

Public Works – Six-Year Road Program

Malcolm Bowie provided a draft thumbnail sketch of the Six-Year Road program for the Board to review prior to public hearing. The Board reviewed the document with Mr. Bowie and made some suggested changes.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of the regular meeting of August 2, 2010 were approved.
The Minutes of the special meeting of August 4, 2010 were approved.

Consent Agenda

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

Auditor

- a. Authorization to Upgrade Microfilm Reader Printer to Digital
- b. Authorization for Professional Services w/Tyler Technologies

Commissioners

- c. Appointment of D Akers to the Public Facilities District
- d. Family Day, A Day to Eat Dinner With Your Children Proclamation

Facilities

- e. Blanket Service Agreement w/Absolute Power, Inc. for As Needed Electrical Services
- f. Contract w/Encore Oil LLC to Pump & Clean Grease Trap @ the Jail

Fairgrounds

- g. Contract w/Industrial Equipment Solutions, Inc. for Installation of Garage Doors

Juvenile

- h. Payment to Tri-Tech Skills Center for Youth Criminal Court Process Video

Parks

- i. Contract w/SunScapes, Inc.

Personnel

- j. Contract w/PricewaterhouseCoopers for Actuarial Reviews

Public Works

- k. Line Item Transfer, Fund No. 0101-101, Dept. 500
- l. Award of Pavement Marking 2010 to Stripe Rite, Inc.
- m. Order and Agreement for Nonexclusive Franchise to Ormiston Orchards
- n. Order and Agreement for Nonexclusive Franchise to Badger Canyon Water Asso.

Sheriff

- o. Personal Services Contract w/Jacqueline Moore & Asso for Request for Proposal

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

Public Hearing – Dunham Road Right of Way Vacation

Malcolm Bowie summarized the proposed right of way vacation and said that based on current criteria, his office recommended vacation of the right of way, subject to a 10-foot utility easement for Benton PUD.

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

MOTION: Commissioner Benitz moved to approve the proposed vacation of right of way, subject to the listed condition. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:10 a.m.

Public Hearing – Comprehensive Plan Amendment 09-02

Susan Walker said the public hearing was being held to consider rescinding Resolution 09-727, an action that enlarged the City of Richland's UGA. Rescission of the resolution would resolve an appeal before the Eastern Washington Growth Management Hearings Board and the Planning Commission recommended rescinding Resolution 09-727.

Mr. Shuttleworth said there was a letter from the City of Richland supporting rescission of the original resolution.

Proponents

Marilyn Taylor, Kennewick, spoke in support of rescinding the resolution.

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

MOTION: Commissioner Bowman moved to approve the resolution amending the Benton County Comprehensive Plan to resolve an appeal to the Eastern Washington Growth Management Hearings Board rescinding Resolution 09-727, and adopting the Planning Commission's findings of fact. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

Public Hearing – Comprehensive Plan Amendment 09-03

Susan Walker said the public hearing was being held to consider rescinding Resolution 09-728, an action that enlarged the City of Benton City's UGA. Rescission of the resolution would resolve an appeal before the Eastern Washington Growth Management Hearings Board and the Planning Commission recommended rescinding Resolution 09-728.

Opponents

Lloyd Carnahan, Mayor of Benton City, said they sent a letter to the Board asking to postpone the issue for 45 days. He asked the Board what would happen if the Board did not comply with the deadline.

Mr. Shuttleworth said that would be up to the Hearings Board. He said they would find the County not in compliance and could require the County to comply, impose sanctions, or determine a loss of funding.

Tom Harrison said he was not in favor of canceling the resolution. He said they put in legal application to the City of Benton City and his property seems to be in gray area. He said it was contiguous to the city's property line, was already an approved plat in the county with little change except to the lot and they were ready to move forward.

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

The Board discussed the next application cycle for the UGA and Comprehensive Plan and how to get more aligned with the cities' desire to grow.

Commissioner Bowman said this had been a learning experience and he didn't agree with what had to be done. He said hopefully this would give time to help the landowners and cities work on their applications so they could be approved.

MOTION: Commissioner Bowman moved to approve the resolution amending the Benton County Comprehensive Plan to resolve an appeal to the Eastern Washington Growth Management Hearings Board rescinding 09-728 and adopt planning commission findings of fact as our own. Chairman Beaver seconded and upon vote, the motion carried unanimously.

Washington State Auditor – 2009 Audit - Entrance Conference

Lisa Roundy and Kent Zirker reviewed the Benton County Washington State Auditor's Entrance Conference report dated August 9, 2010 for calendar year 2009. The report outlined the following areas: audit scope, accountability for public resources and legal compliance, financial statements, federal compliance, audit reports, reporting levels, and audit costs.

Van Petty, Auditor's Chief Financial Accountant, was named as the audit liaison for the State Auditor to communicate with throughout the audit.

Commissioner Bowman asked if there were areas of redundancy between the County and State Level. Ms. Roundy responded that the State Auditor completed the audit at a higher level and across the board trying to identify risky areas. She said they complied with government auditing standards and issued the required audit. Mr. Zirker said the State legislature mandated the State Auditor with the authority and responsibility to audit the local agencies.

The Board briefly recessed, reconvening at 9:52 a.m.

Animal Control Building Update

Roy Rogers updated the Board on the progress of the animal control building, provided pictures, and said they now had the building permit. Additionally, he said he still anticipated completion before the end of the year.

Adam Fyall said he had met with the Sheriff and Ryan Brown to review the ordinance and it was now getting re-worked with the PA's office and would be ready to go through the public hearing process.

The Board briefly recessed, reconvening at 10:00 a.m.

Proposed Rule Change to RCW 90.90

Commissioner Benitz said the Department of Ecology was in the process of proposed rule making (RCW 90.90) and Benton County needed to weigh in on the proposed amendments. He

presented a joint letter from Board of Commissioners and Water Conservancy Board for the Board's review.

Darryll Olsen, Benton County Water Conservancy Board, said the joint comments to be submitted related to the "Hillis Rule" amendment and RCW 90.90 (Columbia River Water Management Act) and were policy/administrative and technical in nature. Mr. Olsen reviewed the letter and explained the comments and recommended changes to the amendments.

MOTION: Commissioner Benitz moved to approve the letter to the Department of Ecology and provide necessary testimony. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Liberty Mutual Insurance – Benefit Program

Melina Wenner said that WSAC was partnering with Liberty Mutual Insurance Group to offer county employees a group auto and/or home insurance discount. She said that Benton County could offer this program to the employees and that other counties would be participating in the program effective January 1. Ms. Wenner said the PA's office reviewed the agreement and she asked the Board if it was interested in providing this benefit to the employees.

Commissioner Bowman said he was interested because it had the potential to save the employees money.

Commissioner Benitz said he was concerned that other insurance agencies were not allowed the same opportunity to provide insurance to employees and was concerned about employee time being spent on it.

Chairman Beaver said he didn't think the County should be supporting any company or acting as a salesman, but agreed that it should be provided at the benefit fair as an option to the employees and take advantage of employee strength and the relationship with WSAC. He said a resolution would be appropriate and he encouraged individuals to find ways to save the County and/or employees money.

Unscheduled Visitors

Marilyn Taylor said she was just a citizen watching what the Commissioners were doing.

Claim for Damages

CC 2010-09: Received on August 6, 2010 from Ronald Rahmig

Vouchers

Check Date: 08/05/2010
Warrant #: 230859-230996
Direct Deposit #: 56107-56685
Total all funds: \$2,042,616.34

Check Date: 08/05/2010
Taxes #: 10110081-10110083
Warrant #: 16131-16171
Total all funds: \$1,793,301.94

Check Date: 08/06/2010
Warrant #: 15944-16130
Total all funds: \$250,252.07

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

Resolutions

- 10-452 Authorization to Upgrade Microfilm Reader Printer to Digital
- 10-453 Authorization for Professional Services w/Tyler Technologies
- 10-454 Appointment of D Akers to the Public Facilities District
- 10-455 Family Day, A Day to Eat Dinner With Your Children Proclamation
- 10-456 Blanket Service Agreement w/Absolute Power, Inc. for As Needed Electrical Services
- 10-457 Contract w/Encore Oil LLC to Pump & Clean Grease Trap @ the Jail
- 10-458 Contract w/Industrial Equipment Solutions, Inc. for Installation of Garage Doors
- 10-459 Payment to Tri-Tech Skills Center for Youth Criminal Court Process Video
- 10-460 Contract w/SunScapes, Inc.
- 10-461 Contract w/PricewaterhouseCoopers for Actuarial Reviews
- 10-462 Line Item Transfer, Fund No. 0101-101, Dept. 500
- 10-463 Award of Pavement Marking 2010 to Stripe Rite, Inc.
- 10-464 Order and Agreement for Nonexclusive Franchise to Ormiston Orchards
- 10-465 Order and Agreement for Nonexclusive Franchise to Badger Canyon Water Asso.
- 10-466 Personal Services Contract w/Jacqueline Moore & Asso for Request for Proposal
- 10-467 Amending Comp. Plan – Rescinding Resolution 09-727
- 10-468 Amending Comp. Plan – Rescinding Resolution 09-728

There being no further business before the Board, the meeting adjourned at approximately 10:30 a.m.

Clerk of the Board

Chairman

Q

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	August 16, 2010	Execute Contract	<u> x </u>	Consent Agenda	<u> x </u>
Subject:	Purchase Agreement for Anti-Virus Software	Pass Resolution	<u> x </u>	Public Hearing	<u> </u>
		Pass Ordinance	<u> </u>	1 st Discussion	<u> </u>
Prepared By:	J. Randall Reid	Pass Motion	<u> </u>	2 nd Discussion	<u> </u>
Reviewed By:	Loretta Smith Kelty	Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

Every five to ten years, we have made an effort to evaluate new possibilities for the anti-virus software deployed on the county computers. The last time, we found significant economic incentives to switch from McAfee to Sophos. On 23-June-2010, a Request for Quotes was sent ten manufacturers of anti-virus software. The request included a list of requirements that covered the capabilities that we currently have and a list of additional features we would like to have. We only had two responses. One from Trebron, a reseller for the Sophos product we currently deploy, and one from Sunbelt Software. The least expensive of the two quotes was from Sunbelt Software. However, they could not meet one of the listed requirements of providing anti-virus software for the Linux operating system used on servers that store shared files. This deficiency plus the advantage of not changing the anti-virus software on all 750 county computers made the decision relatively easy. Trebron also offered an annual payment option for four years of continuing subscription to the Sophos anti-virus products. (As an additional note, *InfoWorld* is a respected publication that provides news relating to the information technology industry. Their Test Center awarded Sophos one of its 2010 Technology of the Year awards.)

SUMMARY

Attached is a resolution authorization the Chairman of the Board of Commissioners to sign the attached Purchase Agreement with Trebron Company, Inc., for continued licensing of the Sophos Endpoint Security suite.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None. Included in the approved 2010 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING ANTI-VIRUS SOFTWARE FOR COUNTY COMPUTERS.

WHEREAS, resolution 09-812 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000; and

WHEREAS, ten (10) manufacturers of anti-virus software were asked to provide quotes for providing anti-virus software for Benton County desktop and laptop computers and servers based on requirements included in a Request for Quotes published on 23-June-2010; and

WHEREAS, only two (2) vendors responded with the following quotes for one year subscriptions:

Sunbelt Software	33 N Garden Ave, Suite 1200 Clearwater FL 33755	\$5.41/User
Trebron (Sophos)	5506 35 th Ave NE Seattle WA 98105	\$6.35/User

of which only the Sophos product meet the requirement of an anti-virus system for both Windows and Linux operating systems; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board be authorized to sign a purchase agreement with Trebron Company Inc., of Seattle, Washington for four years of Sophos software subscriptions in the amount of \$5,910 per year plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$21,000 plus tax over the four years covered by the agreement.

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

REID

RESOLUTION

b

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

**IN THE MATTER OF A SERVICE AGREEMENT WITH A & B ASPHALT, INC. FOR THE
SIDEWALK PATCH AND ROOT/DRAIN REPAIR AT THE PROSSER COURTHOUSE**

WHEREAS, per resolution 09-811, any public works services or materials involving less than \$25,000, 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 Facilities Manager solicited and received a quote from A & B Asphalt, Inc. Benton City, WA – Contractors License No. ABASP**239JM for the sidewalk patch and root/drain repair located at the Benton County Courthouse, Prosser, WA; and

WHEREAS, the Facilities Manager recommends moving forward with the award to A & B Asphalt, Inc. for said services in the amount of \$3,400.00 plus WSST with a total contract amount not to exceed \$4,000.00 plus WSST for any acceptable overages, incidentals and other unanticipated costs; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards A & B Asphalt, Inc. the contract to provide sidewalk patch and root/drain repair at the Prosser Courthouse for a contract amount not to exceed \$4,000.00 plus WSST; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PUBLIC WORKS 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 **A & B ASPHALT, INC.**, a Washington corporation with its principal offices at 16004 E Field Road, Benton City, WA 99320, (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 exhibit:

- a. Exhibit A - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall expire 90 days from the date of the contract, unless earlier terminated pursuant to Section 16 herein. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to provide labor, material, equipment, and mobilization based on 571 sf to saw cut and remove debris; haul off debris; rock, water and roll 4" average depth crushed rock; pave 2" average depth asphalt; and remove and reinstall 8 rubber parking curbs at the Prosser Courthouse. Unless otherwise provided in this Contract, the COUNTY will furnish no material, labor, or facilities.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 8/16/2010 Subject: Columbia Basin Pigeon Club Prepared by: cmb Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

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

The Lease Agreement allows the Columbia Basin Pigeon Club to hold their annual Pigeon Show in Building 3 at the Fairgrounds on October 30-31, 2010.

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

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

RECOMMENDATION

Move the Lease Agreement with the Columbia Basin Pigeon Club be approved.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE COLUMBIA BASIN PIGEON CLUB

WHEREAS, the Columbia Basin Pigeon Club will provide the Benton County Fairgrounds \$951.00 to hold a Pigeon Show in Building 3 at the Fairgrounds on October 30 – 31, 2010; and

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

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Columbia Basin Pigeon Club Lease Agreement be approved; **NOW THEREFORE**,

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

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

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **February 4, 2010**

LEASE AGREEMENT NUMBER: **031.10**

EVENT DATE(S): **October 30-31, 2010**

NUMBER OF DAYS: **2**

BUILDING(S) / AREA: **3**

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

MAILING ADDRESS: **PO Box 911, Benton City, WA 99320**

CONTACT: **Sarah Whitby, Secretary**

CELLULAR PHONE: **528-4123**

TIME OF THE EVENT: **Saturday 7:00 am – 7:00 pm, Sunday 8:00 am – 12:00 pm**

TYPE OF EVENT: **Pigeon Show**

ESTIMATED ATTENDANCE: **100**

SELLING TICKETS: YES NO

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract Pass Resolution <u> X </u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other <u> </u>	CONSENT AGENDA <u> X </u>
MEETING DATE: B/C 08-16-10 F/C 08-25-10		PUBLIC HEARING <u> — </u>
SUBJECT: Requesting Signature on JABG Contract Amendment		1ST DISCUSSION <u> — </u>
Prepared By: Donna A Lee		2ND DISCUSSION <u> — </u>
Reviewed By: Sharon A Paradis		OTHER <u> — </u>

BACKGROUND INFORMATION

The JABG (Juvenile Accountability Block Grant) Budget, which was established and supplemented on May 24, 1999, is a multi-agency, multi-juris-dictional strategy identifying violent, serious, repeat juvenile offenders and bringing together law enforcement agencies in Kennewick, Pasco, Richland, Benton and Franklin Counties, West Richland, Benton City, Prosser, Connell, Kahlotus, and Mesa, to collectively administer accountability-based probation for the high risk, violent, repeat juvenile offenders in the Tri-Cities area.

SUMMARY

The Contract Agreement Amendment has been received, for the term of September 1, 2010 to August 31, 2011 and provides services to Benton and Franklin Counties.

RECOMMENDATION

I recommend the Boards of County Commissioners authorize their Chairs to sign the County Program Contract Amendment (JABG), as attached.

FISCAL IMPACT

This is a grant whereby we are reimbursed for services

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 hereby authorized to sign, on behalf of their respective county, the Contract Amendment 0663-98393-05 between DSHS and the Benton-Franklin Juvenile Justice Center for services in the JABG program for the program year of September 1, 2010 through August 31, 2011.

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 COUNTY PROGRAM CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, AGREEMENT NUMBER 0663-98393-05 TO PROVIDE FOR SELECTIVE AGGRESSIVE PROBATION (SAP) THROUGH THE JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG), and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed County Program Contract Amendment, between the Juvenile Court and the State of Washington, Department of Social and Health Services, Juvenile Rehabilitation Administration, be approved as presented for a term commencing September 1, 2010, and terminating on August 31, 2011, NOW, THEREFORE,

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

DATED this 16th day of August 2010.

DATED this 25th day of August 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

e

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 08-16-10 F/C 08-25-10	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Signature on Contract with ARAMARK Correctional Services	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

ARAMARK Correctional Services currently provides detention food services for the Benton-Franklin Counties Juvenile Justice Center. This new contract with the selected vendor is for the term of July 01, 2010 through June 30, 2011.

SUMMARY

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

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Food Services Contract 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 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 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 SERVICE CONTRACT 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 between ARAMARK Correctional Services and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 01, 2010 and terminating on June 30, 2011, NOW, THEREFORE

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

DATED this 16th day of August 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 25th day of August 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

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. 10 154 and executed on March 15, 2010, and Franklin County Resolution No. 2010 085 and executed on March 17, 2010 (the "Contract"), the parties agree to amend the Contract as follows:

1. In accordance with Section 2 of the Contract ("Duration of Contract"), the parties agree to extend the Contract for an additional one-year period, from July 01, 2010, to June 30, 2011.
2. In accordance with paragraph 5.H. of the Contract, 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 is incorporated herein by reference. These prices shall be effective as of July 01, 2010 and shall remain firm through June 30, 2011.
3. Attachments B, C, and D of this Contract Amendment replace Attachments C, G, and D of the Contract and are incorporated herein by reference.

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.

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AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 08-16-10 F/C 08-25-10		PUBLIC HEARING
SUBJECT: Truancy Contract for Prosser School District for 2010 2011 School Year		1ST DISCUSSION
Prepared By: Donna A. Lee		2ND DISCUSSION
Reviewed By: Sharon Paradis		OTHER

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2010, through June 30, 2011), the Prosser School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2010, through July 31, 2011.

SUMMARY

Prosser has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Prosser School District.

FISCAL IMPACT

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

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 authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Prosser School District.

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 FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PROSSER SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Prosser School District, in the amount of \$6,400.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2010 and terminating on July 31, 2011, NOW, THEREFORE

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

DATED this 16th day of August 2010.

DATED this 25th day of August 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Prosser School District, with its principal offices at 1126 Meade Avenue, Suite A, Prosser, WA, 99350, (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2010, through July 31, 2011, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 170 hours at \$14.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: August 16, 2010 Subject: <u>Line Item</u> <u>Transfer</u> Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Please see attached Exhibit A.

SUMMARY

Same as above

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

None

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
INSURANCE MANAGEMENT FUND NUMBER 0504101, DEPARTMENT NUMBER
127.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010
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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Personnel Dept Nbr: 127
 Fund Name: Insurance Management Fund Nbr: 0504101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.770	4917	Liability Claims	\$70,000	514.770	5122	Unemployment Compensation	\$70,000
TOTAL			\$70,000	TOTAL			\$70,000

Explanation:

Due to an increase in unemployment compensation benefits which have been paid out thus far, additional funds are needed in the unemployment compensation line item.

Prepared by: Melina Wenner Date: 09-Aug-2010
 Approved Denied Date: _____

Chairman

Member

Member

<p>AGENDA ITEM: MTG. DATE: August 16, 2010 SUBJECT: SPV-09-03 – Vacation of the 20 foot drainage easement on Lots 19 & 20 in Badger View Estates Memo date: August 11, 2010 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>
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h

BACKGROUND INFORMATION

On January 25, 2010 the Board of County Commissioners held a public hearing on the vacation of the 20-foot drainage easement running Northeasterly through lots 19 & 20 of Badger View Estates. After conducting the public hearing, the Board approved the vacation conditioned upon the applicant recording deeds for the new realigned drainage easement that was approved by the County Engineer and providing a copy of the recorded easement document to the Planning Department prior to the signing of the resolution by the Board of County Commissioners.

The applicant has satisfied the above requirements and the resolution is being forwarded to the Board for their signature.

SUMMARY

On January 25, 2010, the Board of County Commissioners held a public hearing on the vacation the 20-foot drainage easement running Northeasterly through lots 19 & 20 of Badger View Estates. After conducting the public hearing, the Board conditionally approved the vacation. The applicant's have fulfilled the conditions and the Planning Department is bringing the resolution before the Board for their signature.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners sign the resolution approving the vacation of the access easement.

MOTION

No motion is needed the Board only needs to sign the resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF: THE TWENTY (20) FOOT DRAINAGE EASEMENT RUNNING NORTHEASTERLY THROUGH LOTS 19 AND 20 OF BADGER VIEW ESTATES. APPLICANT: CRAIG BARNEY, PARCEL NUMBER 1-0988-102-0000-019 AND 1-0988-102-0000-020 - FILE NO. SV 09-03

WHEREAS, the Board of County Commissioners did conduct a public hearing on Monday, January 25, 2010 at 9:05 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by this easement; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agreed with the summary report from the Benton County Planning Department, retained in File No. SV 09-03; and,

WHEREAS, it further appears that the vacation of the above mentioned easement would not unduly jeopardize the health, safety, welfare, and public good; NOW THEREFORE,

BE IT RESOLVED, that the vacation of the twenty (20) foot drainage easement running Northeasterly through Lots 19 and 20 of Badger View Estates in Section 9, Township 8 North, Range 28 East, W.M. is hereby approved.

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/djh

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 117

BE IT RESOLVED by the Board of Benton County Commissioners, that
\$37,640 shall be transferred as more clearly defined in Exhibit A 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

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dep: Name: Prosecuting Attorney

Dept Nbr: 117

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
515.230	1792	DPA	\$37,640	515.100	4103	Professional Services	\$37,640
TOTAL			\$37,640	TOTAL			\$37,640

Explanation:

We would like to transfer money from Sarah Perry's salary line-item to professional services because she has been retained to assist Benton County with legal services.

Prepared by: Margaret Ault

Date: 5-Aug-10

Approved

Denied

Date: _____

Chairman

Member

Member

j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: THE REQUEST FOR SIGNATURE FROM THE BOARD OF COUNTY COMMISSIONERS ON THE EMPLOYER CONTRACT BETWEEN THE PROSECUTOR'S OFFICE AND THE STATE OF WASHINGTON WORK STUDY PROGRAM, and

WHEREAS, Andy Miller, Benton County Prosecuting Attorney, believes it is in the best interest of the Prosecutor's Office that the Employer Contract between the State of Washington Work Study Program, and Prosecutor's Office be approved, as presented for the term commencing September 1, 2010 and terminating on June 30, 2011.

BE IT RESOLVED, that the Board of County Commissioners are hereby authorized to sign the attached Employee Contract.

Dated this day of , 2010.

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
cc: Commissioners; Auditor, PA



HECB
RECEIVED
JUL 01 2010

Student Financial
Assistance

STATE OF WASHINGTON WORK STUDY PROGRAM

EMPLOYER CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 20____ by and among the Higher Education Coordinating Board, an agency of the state of Washington, hereafter called the "Board," or a public postsecondary institution(s) acting as an instrument of the Board in the placement of students, hereinafter called the "Institution;" and BENTON COUNTY PROSECUTOR'S OFFICE an eligible Employer, hereinafter referred to as the "Employer."

WITNESSETH:

WHEREAS, the Board has been appropriated funds from the state of Washington, pursuant to RCW 28B.12, to stimulate and promote part-time educationally-related employment of students who are in need of the income from such employment to pursue courses at institutions of postsecondary education; and

WHEREAS, the Employer is a non-profit organization or a profit-making business entity which does not have a direct association with a controlling sectarian organization; and

WHEREAS, the Board, the Institution, and the Employer desire that certain students engage in work under the State Work Study Program authorized by RCW 28B.12; and

WHEREAS, the Employer is in a position to utilize the services of such students;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree for themselves as follows:

A. Employer Responsibilities: General

To be eligible for and to receive reimbursement, the Employer agrees to:

1. Utilize the services of students referred to it by the Institution(s) who are eligible to participate in the State Work Study Program, who provide documentation of eligibility, and who are qualified and acceptable to the Employer. A detailed job description and the pay range for each position must be set forth on a "Job Description" form, or its equivalent, submitted to and approved by each participating Institution;
2. Comply with all appropriate federal, state, and local laws;
3. Employ students to perform only work which will not:
 - a. Result in displacement of regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute;
 - b. Replace positions occupied by regular employees during the current or prior year or any position currently or formerly occupied by Higher Education Personnel classified staff;
 - c. Be sectarian-related; or
 - d. Involve any partisan or non-partisan political activity;
4. Ensure that the work performed by the State Work Study student will bear relationship to the student's formal academic program and/or career interest;
5. Pay each student an hourly rate which is at least equal to the entry level rate for comparable positions within the employing organization;
6. Pay each student on a per-hour worked basis. The student may not be compensated on a completion-of-project, independent contractor or salaried basis;
7. Supervise in a reasonable manner the work performed by the student(s);
8. Maintain a daily record of the hours worked by each student on a form approved by the Board for that purpose;
9. Regulate the number of hours worked to ensure that no student works more than an average of the 19 hours reimbursable per week over the period of enrollment for which the student has received an award or a maximum of the 40 hours reimbursable per week during vacation periods, unless the Institution has specified that the student work fewer hours per week, in which case the Employer will regulate the hours accordingly;
10. Notify the Institution of any change affecting the student's employment; and
11. Complete the attached Business Profile, and also provide the Institution or the Board, upon request, additional information substantiating its eligibility as an Employer, information on its employee classification/compensation plan, and/or a current financial statement confirming its fiscal solvency.
12. The employer agrees to:
 - a. Put in place procedures to safeguard the integrity, confidentiality, and appropriate use of the Board's electronic systems and all data obtained through the Board's electronic systems;
 - b. Use the Board's electronic systems only for official business and to take reasonable care to protect all user names, passwords, and any subsequent forms of user authentication from use by unauthorized persons;

MG 71710

RESOLUTION

K

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: COMPREHENSIVE SIX-YEAR ROAD PROGRAM, 2011 -2016

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2011 through 2016 shall be adopted prior to adoption of annual budget, after one or more public hearings; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby directed to prepare a proposed Six-Year Road Program for the period of 2011 through 2016; and

BE IT FURTHER RESOLVED that a Public Hearing be held at 10:20 a.m., Monday, August 30, 2010 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed plan for adoption.

Dated this 16th day of August, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

MWB:slc

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO WASHINGTON STATE UNIVERSITY, FOR A FRANCHISE FOR AN IRRIGATION SYSTEM AND FACILITIES, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of WASHINGTON STATE UNIVERSITY, who has applied to continue a non exclusive franchise for an irrigation system and facilities in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring July 31, 2020, with an associated cost of \$500.00;
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, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Washington State University has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 16th day of August, 2010

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:lss

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



RESOLUTION

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

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND
ABANDONMENT OF UNIMPROVED ROAD RIGHT OF WAY OF DUNHAM ROAD,
CE 1938 VAC, IN THE PLAT OF ED'S ACRES IN SECTION 22, TOWNSHIP 8
NORTH, RANGE 30 EAST, W.M.

WHEREAS, Resolution No. 10-410, dated July 19, 2010 scheduled a public hearing for August 9, 2010 to consider the request of David Gonzalez and others to vacate the following described right of way within Benton County:

A 60 foot unimproved right of way lying in Section 22, T 8 N, R 30 E, WM. as recorded in the Plat of Ed's Acres on April 20, 1956, and filed under Auditor Fee Number 361195, in Volume 5, Page 61, and is described as follows: the 60 foot right of way between Lots 4 and 5, Block Three, lying North of E 59th Avenue right of way, and South of the North 30 feet; and

WHEREAS, the County Engineer reported that the right of way had never been maintained by Benton County since the plat was recorded; and

WHEREAS, Benton County Public Works have received written public comments from the following:

- 1) Columbia Irrigation District -CID: Have no facilities and need no easements.
- 2) Petitioner David Gonzalez submitted a letter, as he will be unable to attend the public hearing due to family issues. He is the Petitioner and a proponent for the

vacation, as he cannot short plat his property until the right of way is vacated. He is a disabled person and needs his son to live beside him in order to care for him.

- 3) The Benton County Fire Marshall determined that the existing easements were sufficient and had no other comments.
- 4) Benton PUD requested that a 10' utility easement be retained for an existing underground line as follows:

The West 10 feet of Lot 5, lying North of E 59th Avenue right of way, and South of the North 30 feet as recorded in the Plat of Ed's Acres on April 20, 1956, and filed under Auditor Fee Number 361195, in Volume 5, Page 61; and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is an unimproved and unmaintained right of way;
3. The right of way is not the sole legal access to any separate parcel;
4. The vacation be subject to a utility easement to be retained as follows:

The West 10 feet of Lot 5, lying North of E 59th Avenue right of way, and South of the North 30 feet as recorded in the Plat of Ed's Acres on April 20, 1956, and filed under Auditor Fee Number 361195, in Volume 5, Page 61;

5. The public will be benefited by the vacation and abandonment of the subject right of way and it does not appear to be in the public interest to preserve the subject right of way for the County Road System of the future; NOW, THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

A 60 foot unimproved right of way lying in Section 22, T 8 N, R 30 E, WM. as recorded in the Plat of Ed's Acres on April 20, 1956, and filed under Auditor Fee Number 361195, in Volume 5, Page 61, and is described as follows: the 60 foot right of way between Lots 4 and 5, Block Three, lying North of E 59th Avenue right of way, and South of the North 30 feet; and

BE IT FURTHER RESOLVED that the following utility easement be retained described as follows:

The West 10 feet of Lot 5, lying North of E 59th Avenue right of way, and South of the North 30 feet as recorded in the Plat of Ed's Acres on April 20, 1956, and filed under Auditor Fee Number 361195, in Volume 5, Page 61.

Dated this _____ day of _____, 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:LSS

n

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, AMENDING RESOLUTION #10-
295

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, Resolution Number 10-295 set new assessments for 20 lots which had been
segregated from 10 lots, and

WHEREAS, it has been discovered that three of the new assessments were incorrect, NOW,
THEREFORE,

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

Old Number	New Number	Incorrect Assessment	Revised Assessment
1-1088-400-0025-000	1-1088-401-3245-001	\$1,336.61	\$1,338.11
	1-1088-401-3245-002	\$1,336.62	\$1,338.12
1-1088-400-0007-000	1-1088-401-3253-001	\$1,925.35	\$1,900.35

Dated this 16th day of August 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



9:05

MEMORANDUM
Economic Development Office

To: Board of Benton County Commissioners
From: Gary Ballew, Economic Development Manager
Date: July 30, 2010
Subject: Benton County Participation in Local Revitalization Financing

Local Revitalization Financing (LRF), Washington State's answer to tax increment financing, is an important economic development tool in seeking to meet the our shared goal of job creation and private sector investment. The City of Richland submitted an LRF application to create the Revitalization Area for Industry, Science and Education (RAISE) in 2009. Funding was allocated on a first come, first served basis and Richland's submittal was 1.2 seconds below the funding line along with proposals from five other cities.

The six cities worked together during the 2010 Legislative Session to reauthorize those projects that did not receive funding. The group was successful, and thanks to the efforts of a number of legislators, SB 6609 passed. The bill directed Department of Revenue to approve Richland's Revitalization Area for Industry, Science and Education in an amount not to exceed \$330,000 annually.

The local match would be \$330,000 as well. The majority of which (\$229,000) would come from the City of Richland. The County would only contribute a portion of any new revenues they receive as result of new development in the area. Under the proposed Interlocal Agreement the largest amount the County would ever contribute in any one year is \$73,500. If the County's contribution was at the maximum, it would be receiving at least an additional \$123,000 in property taxes from new development. The Interlocal precludes sales tax.

The RAISE includes within its borders the Tri-Cities Research District, a State designated Innovation Partnership Zone, the Port of Benton Manufacturing Mall and the Horn Rapids Industrial Park. These areas house over 8000 employees and represent a major portion of the region's technology and industrial jobs. In order for this area to continue to grow, new infrastructure is needed. Given that other sources of Federal and State funds have become increasingly rare, we believe that the LRF is the best way to finance this need and set the stage for more employment and tax revenues.



The RAISE is relatively unique when compared to past LRF projects (including those funded by LRF's predecessor the Local Infrastructure Financing Tool, LIFT) in that the development created is industrial and technology driven and does not rely on residential

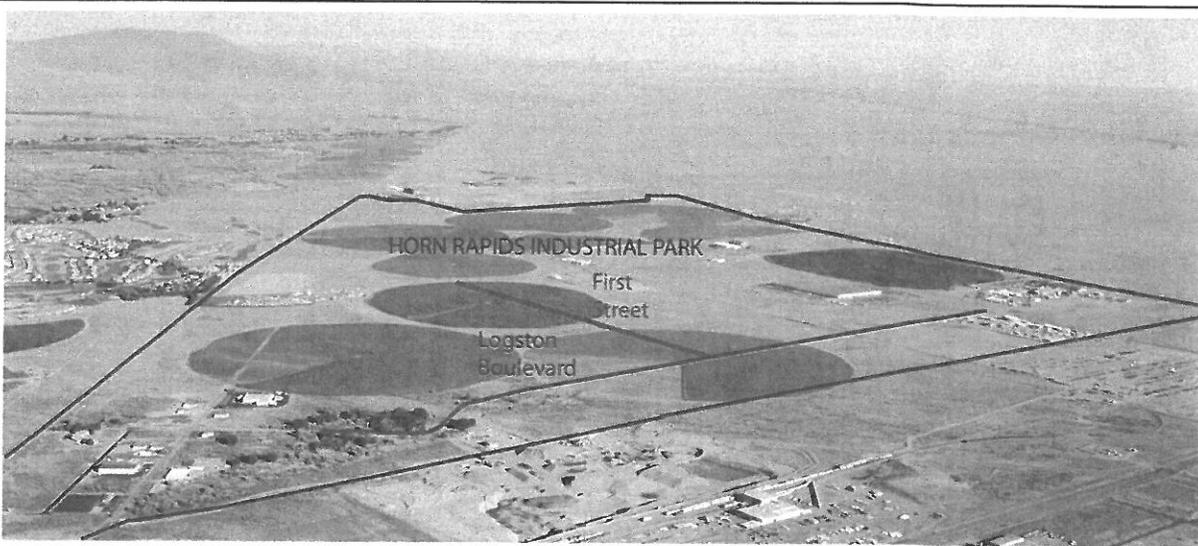
or commercial development to create increment tax revenues.



Wide Open Spaces And High-Tech Surroundings

The intent of RAISE is to create a tax increment finance area over the Horn Rapids Industrial Park, the

Port of Benton Manufacturing Mall and the Tri-Cities Research District. New property tax generated from new development in these areas would be collected to retire debt that was used to expand infrastructure in these areas that in turn lead to the new development. In total, the City is seeking to develop infrastructure improvements of approximately \$8.5 Million, \$6 Million to open the interior of Horn Rapids Industrial Park and the West side of the Manufacturing Mall and \$2.5 Million towards infrastructure in the Research District. Specifically the City intends to use the money to develop First Street and Logston Blvd, which will open an additional 400 acres of the interior of the Industrial Park for future development. These infrastructure investments will support expansion of Henningsen Cold Storage, Central Washington Corn Processors as well as recruiting Project Maple, Project Loop and Project Bridge. In total, the projects represent roughly 600 new jobs and \$160 Million in new private sector investment.



Horn Rapids Industrial Park – View to the West

The project includes the construction of Logston Boulevard from Battelle Boulevard to its current terminus just north of Robertson Road and the construction of First Street from Kingsgate Way to its intersection with the proposed Logston. The project also includes corresponding extension of water, sewer, electrical and telecommunication utilities.

INTERLOCAL COOPERATION AGREEMENT
RELATING TO
REVITALIZATION AREA for INDUSTRY, SCIENCE and EDUCATION

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into as of August __, 2010, by the City of Richland, Washington, a municipal corporation and city of the first class in the State of Washington (the "City"), and Benton County, Washington, a public body corporate of the State of Washington (the "County").

RECITALS

WHEREAS, the City and the County are each authorized by Second Substitute Senate Bill 5045 (Chapter 270, Laws of 2009) and further by Second Substitute Senate Bill 6609 (Chapter 164, Laws of 2010) (the "Act") to establish "revitalization areas" and to use "local revitalization financing" therein to finance "public improvements" that are reasonably likely to increase private investment and employment within such revitalization areas and generate increases in state and local property, sales, and use tax revenues;

WHEREAS, the City has created on the date hereof, pursuant to Ordinance No. 23-10 (the "Ordinance"), a revitalization area designated in the Ordinance as the "Revitalization Area for Industry, Science and Education" (the "Revitalization Area") and as further described in the legal description and map as provided in Exhibit A to this agreement, which is incorporated herein by this reference; and

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

WHEREAS, the City and County have agreed that the County will not allocate any of the County's "local sales and use tax increment";

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

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

2. Real Property Tax Distributions. Commencing on January 1, 2011, the County shall, pursuant to Section 201 of the Act, annually distribute to the City the lesser of: (i) fifty percent (50%) of the additional revenue of the regular property taxes levied by the County upon the "property tax allocation revenue value" (as defined in Section 102(14) of the Act) within the Revitalization Area; or (ii) Seventy Three Thousand and Five Hundred Dollars (\$73,500), to be used by the City for the purposes described by Section 1 of this Agreement. Such distributions shall be used for repayment of bonds issued in accordance with Section 701 of the act and shall terminate on retirement of the bonds or December 31, 2031, whichever occurs sooner.

3. Payment Process. The billing and payment process to implement Section 2 above shall be that agreed to in writing by the Benton County Treasurer and the City; provided, such agreement shall not require the County to distribute payments more frequently than twice per year. Any disagreement by the City as to County's compliance with its obligations under Section 2 above shall be promptly raised by the City by sending written notice to both the Benton County Board of Commissioners and the Benton County Treasurer. Such notice shall specify the basis for the City's position that the County has not complied with its obligations under Section 2. The City agrees that if no such notice is provided to the County within ninety (90) days of receipt of a payment by the City, the City shall be deemed to have waived all right to assert any non-compliance with this Agreement that is based on such payment amount, notwithstanding any longer applicable statute of limitations or other Washington law.

4. Interlocal Cooperation Act Required Provisions.

(a) Duration. This Agreement shall continue until the earlier of: (i) the date that all obligations to distribute money to the City under Section 2 of this Agreement have expired; or (ii) December 31, 2031; provided this Agreement shall automatically terminate on December 31, 2010, in the event: (i) the City has not received a project award of at least Three Hundred Twenty Five Thousand Dollars (\$325,000) from the Department of Revenue for the Industry, Science and Education Local Revitalization Financing project by such date; or (ii) the Port of Benton and the City have not executed an interlocal agreement by such date whereby the Port of Benton is obligated to distribute to the City 50% of the regular property taxes levied by the Port upon the "property tax allocation revenue value" (as defined in Section 102(14) of the Act) within the Revitalization Area for the same period of time that the County is contributing under Section 2 above, not to exceed Seventy Three Thousand and Five Hundred Dollars (\$73,500) in any year.

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

(c) Purpose. See Section 1 above.

(d) Manner of Financing and Establishing and Maintaining a Budget. The financing of the Public Improvements will be accomplished in the manner described under

Sections 1, 2 and 3 of this Agreement. The parties adopt Section 5 of the Ordinance as the budget for such expenditures.

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

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

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

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

5. Reporting. Each quarter starting with the quarter ending December 31, 2010, the City shall provide the County with a written report identifying the Public Improvements completed or under construction in the Revitalization Area, the amount paid for such Public Improvements in that quarter, the entity making any of those payments, and the cumulative cost of Public Improvements in the Revitalization Area since the effective date of this Agreement. The City shall also promptly provide the County with a copy of the annual report due by March 1st of each year from the City to the Department of Revenue under Section 501 of the Act.

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

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

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

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

10. Entire Agreement. The City and the County agree that this Agreement is the complete expression of the parties on this subject. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This

Agreement may only be amended in a writing signed by both parties that expressly indicates such writing is intended to amend this Agreement.

(Signatures appear on the following page.)

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

CITY OF RICHLAND, WASHINGTON

City Manager

ATTEST:

City Clerk

(SEAL)

BENTON COUNTY, WASHINGTON

Chair, Board of County Commissioners

ATTEST:

Clerk of the Board of
County Commissioners

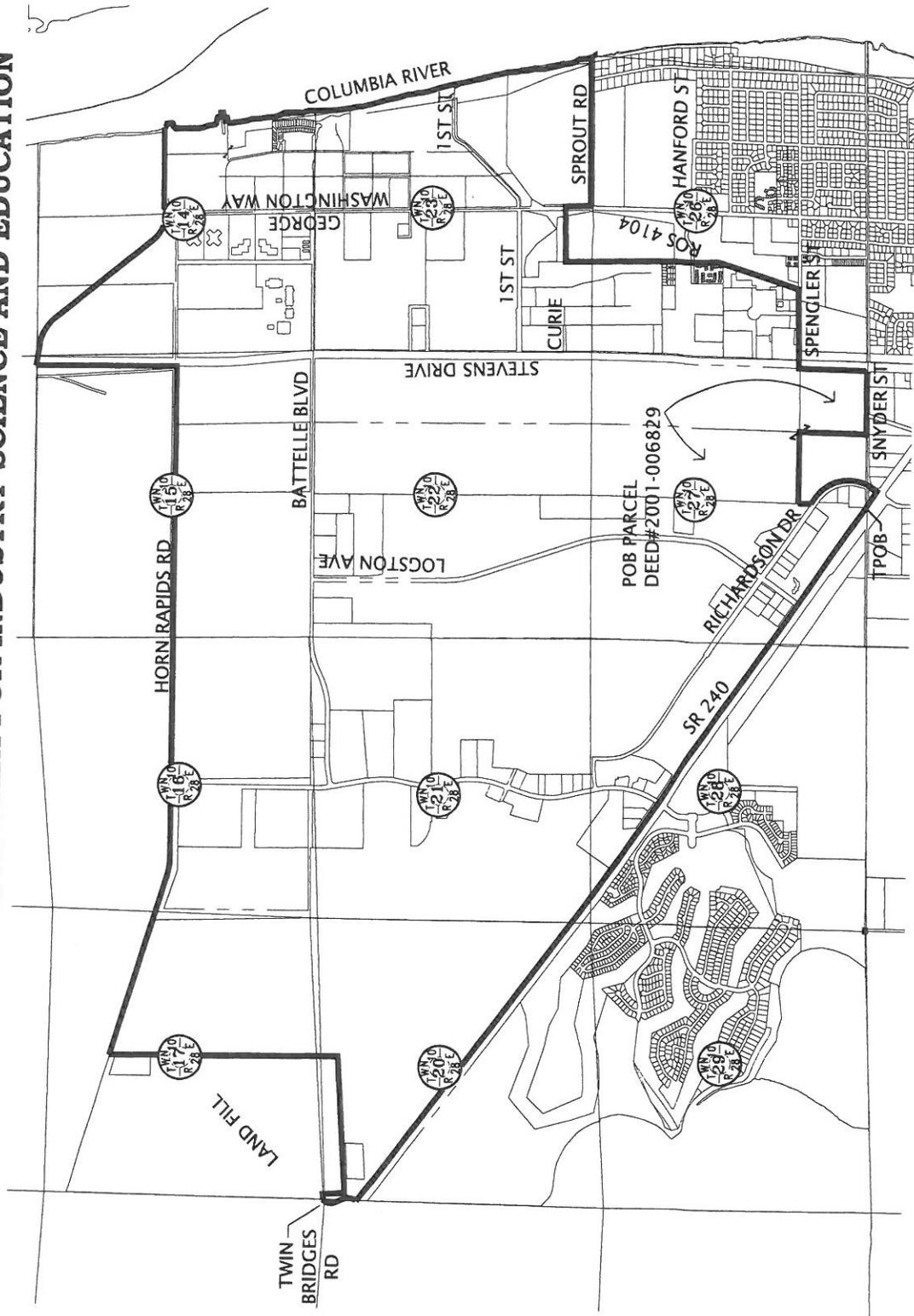
(SEAL)

A PORTION OF LAND LYING IN SECTIONS 14,15,16,17,19,20,21,22,23,26,27,28, AND 34, ALL WITHIN TOWNSHIP 10 NORTH. RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON, BEING DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT BEING THE INTERSECTION OF THE NORTH RIGHT-OF WAY MARGIN OF PUBLIC ROAD KNOWN AS SR240 AND THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE NORTHWESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 16,200 FEET MORE OR LESS TO THE EAST RIGHT-OF WAY LINE OF A PUBLIC ROAD KNOWN AS TWIN BRIDGES ROAD; THENCE NORTHERLY ALONG THE EAST LINE THEREOF TO A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 19 AND THE SOUTH PROPERTY LINE OF THE CITY OF RICHLAND LANDFILL PROJECTED; THENCE EASTERLY 2 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID SECTION 20 AND THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE CONTINUING ALONG SAID PROPERTY LINE THE FOLLOWING COURSES; THENCE EASTERLY FOR A DISTANCE OF 100 FEET MORE OR LESS; THENCE SOUTHERLY FOR A DISTANCE OF 400 FEET MORE OR LESS; THENCE EASTERLY FOR A DISTANCE OF 2,500 FEET MORE OR LESS; THENCE NORTHERLY FOR A DISTANCE OF 4,200 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS HORN RAPIDS ROAD; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 3,700 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG THE SOUTH LINE THEREOF A DISTANCE OF 9,300 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS STEVENS DRIVE; THENCE NORTHERLY ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 2,700 FEET MORE OR LESS TO A POINT OF THE NORTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS GEORGE WASHINGTON WAY PROJECTED; THENCE SOUTHEASTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 3,800 FEET MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID HORN RAPIDS ROAD; THENCE EASTERLY ALONG THE NORTH LINE THEREOF PROJECTED A DISTANCE OF 1,800 MORE OR LESS FEET THE HIGH WATER LINE OF THE COLUMBIA RIVER; THENCE SOUTHERLY ALONG THE WATER LINE THEREOF FOR A DISTANCE OF 8,200 FEET MORE OR LESS TO THE NORTH LINE OF A ROAD KNOWN AS SPROUT ROAD; THENCE WESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE 2,800 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY MARGIN OF SAID GEORGE WASHINGTON WAY; THENCE NORTHERLY ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 500 MORE OR LESS TO POINT ON THE SOUTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS CURRY ROAD PROJECTED; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1,000 FEET MORE OR LESS TO A POINT ON THE WEST BOUNDARY OF A PARCEL A AND PARCEL B AS DEPICTED IN RECORD OF SURVEY NUMBER 4104, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 2,900 FEET MORE OR LESS; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY BOUNDARY FOR A DISTANCE OF 1,600 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS SPENGLER STREET; THENCE WESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF

1,500 FEET MORE OR LESS TO THE SAID WEST RIGHT-OF-WAY MARGIN OF STEVENS DRIVE; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 1,300 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY OF A ROAD KNOWN AS SNYDER STREET; THENCE WESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1,200 FEET MORE OR LESS TO THE WEST LINE OF A PARCEL OWNED BY THE PORT OF BENTON AS DESCRIBED IN DEED 2001-006829, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTHERLY ALONG THE WEST LINE THEREOF A DISTANCE OF 1,300 FEET MORE OR LESS TO THE SOUTH LINE OF SAID PARCEL; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1,350 FEET MORE OR LESS TO THE WEST LINE THEREOF; THENCE SOUTH ALONG THE WEST LINE THEREOF PROJECTED FOR A DISTANCE OF 240 FEET MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS ROBERTSON DRIVE; THENCE SOUTHEASTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1,250 FEET MORE OR LESS TO A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SNYDER AND THE EAST MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTHWESTERLY ALONG THE EAST LINE THEREOF PROJECTED FOR A DISTANCE OF 260 FEET MORE OR LESS TO THE NORTH LINE OF SAID SR240; THENCE NORTHWESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 340 MORE OR LESS TO THE SAID TRUE POINT OF BEGINNING.

CITY OF RICHLAND REVITALIZATION AREA FOR INDUSTRY SCIENCE AND EDUCATION



DATED:08/03/10

9:30

Ordinance Amending Chapter 8.20 BCC relating to the
telephone excise tax