

Leo Bowman
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Monday, August 1, 2011 Benton County Courthouse, Prosser, WA

Click on any highlighted
area to view detail

8:30 AM **Workshop**

9:00 AM **Call to Order**
Approval of Minutes
❖ July 25, 2011
Review Agenda

Consent Agenda

Auditor

a. Line Item Transfer, Fund No. 0000-101, Dept. 102

Board of Equalization

b. Notice of Approval to Hear Property Tax Appeals

Commissioners

c. Approval of Commissioner Bylaws and Rules of Procedure

Facilities

d. Contract Amendment w/Industrial Equipment Solutions, Inc.

Fairgrounds

e. Lease Agreement w/Columbia Basin Pigeon Club

Human Services

f. Grant Agreement w/Columbia Basin Veterans Coalition's Transitional Facility

g. Award of 2060 Affordable Housing Funds

h. Appointment to the Substance Abuse Administrative Board

Juvenile

i. Memorandum of Agreement w/AFL-CIO Local 3892 Modifying Meal & Rest Periods

j. Agreement w/The Confederated Tribes of the Umatilla Indian Reservation

Personnel

k. Employee of the Month Appointment

Public Works

l. Authorization for Drywell Installation on Pico Drive

m. Approval of Southgate Water Company Franchise

n. Approval of Olsen Brothers Ranches LLC Franchise

Sheriff

o. Agreement w/City of Kennewick for the Provisions of Work Crews

p. Personal Services Contract w/Mathews Auto Body for Auto Repair Work

Agenda – Board of County Commissioners
August 1, 2011
Page Two

- 9:05 AM Update on Programming Efforts in Franklin County – M Ophardt
- 9:20 AM Public Hearing – Whitstran Heights Water Association – S Schuetze
- 9:25 AM Prosser Economic Development Association Quarterly Update – D Heintz
- 9:40 AM Executive Session – Potential Litigation – R Hay
- 9:50 AM a. **Unscheduled Visitors**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
July 25, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Leo Bowman
Commissioner James Beaver
Commissioner Shon Small
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, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Nick Kooiker, Treasurer's Office; Bryan Perry, Safety Coordinator; DPA Ryan Brown; Central Services Manager Randy Reid; Clark Posey and Susan Walker, Planning Department.

Workshop Agenda

Commissioner Beaver reported on his attendance at the Clean Air Authority meeting and Health Board meeting. Commissioner Small commented on his vacation and also said he received a call from Mr. Hogue and Mr. Chapman and that they wanted to talk to him later in the week about The Clore Center.

Chairman Bowman said he attended the NACO conference last week and the Governor's Transportation Task Force meeting. Additionally, he would be meeting tomorrow at WSDOT to review the new first draft of the Red Mountain Interchange and then would be attending a Red Mountain visioning meeting on Wednesday.

Chairman Bowman also stated that he invited Darryll Olsen to attend a board meeting for an update on the Benton County Water Conservancy Board.

Mr. Fyall said that Dan Wood, Washington Farm Bureau, was running late for his scheduled 9:15 time because he thought the time was scheduled for 10:00 a.m.

Board of Commissioners – Bylaws and Rules of Procedure

The Board discussed the proposed Bylaws and Rules of Procedure. Chairman Bowman said he wanted to know whether the Board wanted to start its workshop at 9:00 or whether it would be at

the end of the meeting. Commissioner Beaver said he had no problem with workshop and Board assignments at the end; that way employees could leave to do their work when the Board was reporting on its assignments. Chairman Bowman discussed his concern about not having time to make a decision, if needed, after the workshop. Mr. Sparks said the Board by its own rules should not act on items brought up in workshop until the next meeting. He said the committee assignment was moved to the end so the Board could take action if it needed to.

Commissioner Small said he liked the new order of business and wanted to give it a try.

The Board agreed to move adoption of the new bylaws to the next consent agenda on August 1.

The Board briefly recessed, reconvening at 9:00 a.m. for the regular session.

Approval of Minutes

The Minutes of July 11, 2011 and July 13, 2011 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items “a” through “jj”. Commissioner Small seconded and upon vote, the Board approved the following:

Commissioners

- a. Letter to WA State Liquor Control Board

Fairgrounds

- b. Line Item Transfer, Fund No. 0124-101, Dept. 000
- c. Personal Service Contract Amendment w/Moon Security Services, Inc.

Human Services

- d. Surplus of Personal Property
- e. Contract Amendment w/Knowledge Counseling Services
- f. Contract Amendment w/Safe Harbor Crisis Nursery
- g. Purchase Authorization for Computer & Printer Consumables
- h. Purchase Authorization for Computers, Printers, Software & Support
- i. Contract Amendment w/Children’s Developmental Center
- j. Contract Amendment w/EnTrust Community Services
- k. Line Item Transfer, Fund No. 0108-101, Dept. 560
- l. Letter to Greater Columbia Behavioral Health re Outpatient Providers
- m. Contract w/DesertGreen Lawn & Tree Care, LLC
- n. Professional Services Agreement w/Sharon Adolphsen

Juvenile

- o. Personal Services Contract w/Education Service District 123
- p. Termination of Personal Services Agreement w/Knowledge Counseling
- q. Agreement w/WA State DSHS for Short Term Transition Program
- r. Agreement w/WA State DSHS for Aggression Replacement Training

Personnel

- s. Agreement w/Zee Medical, Inc. for First Aid Kits and Supplies

- t. Personal Service Contract w/Pacific MicroRem, Inc.
- u. Line Item Transfer, Fund No. 0504-101, Dept. 000
- v. Guest Trainer Contract w/C Poulsen

Public Works

- w. Traffic Control on Country Meadows Estates
- x. Contract w/Tapani Underground, Inc. for Clodfelter Road Project
- y. Bridge Inspection Agreement w/WA State Dept of Transportation
- z. Letter to Freight Mobility Strategic Investment Board for Piert Road Extension

Sheriff

- aa. Purchase Authorization of Exam Gloves
- bb. Purchase Authorization of Paper Products & Gloves
- cc. Purchase Authorization for Work Crew Vehicle
- dd. Purchase Authorization for Uniform and Uniform Accessories
- ee. Maintenance Agreement w/Day Wireless Systems
- ff. Payment Authorization to Valley Marine, Inc. for Safe Boat Repairs
- gg. Line Item Transfer, Fund No. 0000-101, Dept. 121
- hh. Contract Amendment w/Buffer Zone Protection Program
- ii. Line Item Transfer, Fund No. 0000-101, Dept. 121
- jj. Purchase Authorization for Holsters from Adamson Police Products

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

Boundary Review Board - 11-02 Discussion

Clark Posey said that Benton County received an application requesting the annexation of approximately fifty-two (52) acres by City of Richland. He said if this annexation was approved, a very small portion of property (13 x 7) would be left in the county and surrounded by city limits. He said the Board needed to determine if they wanted the proposed annexation to be approved or if they wanted to file a request for review with the Boundary Review Board.

Chairman Bowman said he was not in favor of another donut hole in the county, even if it is only 13x7 feet. He commented that he thought the Board was prohibited from creating these islands.

Ryan Brown said the Board should have the Boundary Review Board make a determination on this issue if it did not want to create this donut in the county.

MOTION: Commissioner Beaver moved to approve the Planning Department to file a request for review for the proposed annexation request by the City of Richland, File No. BRB 11-02.

Ordinance Amendment to Benton County Code 9.08

Mike Shuttleworth said in 2004 the Subdivision Code was amended to provide conditional approval of a preliminary plat to be valid up to a total of five years. In 2010 the Legislature approved SSB 6544 that allowed preliminary plats to be valid for a total of seven years; also amended to allow preliminary plats approved after June 2010 and before December 2014 to be valid for seven years. Mr. Shuttleworth said his department received a letter from Senator

Honeyford stating that SSB 6544 should also apply to those preliminary plats that were approved with the five-year time limit prior to June 1, 2010.

Mr. Shuttleworth said this provision would currently apply retroactively to nine subdivisions. Chairman Bowman asked about the statute and DPA Ryan Brown said the statute was ambiguous and not well written.

Commissioner Beaver said that Senator Honeyford did not represent this part of the state and wanted to know what about the local senators. Mr. Shuttleworth said Senator Honeyford contacted the Board because a resident in Benton County had contacted him. Mr. Shuttleworth also said the Planning Commission had reviewed the issue and recommended approval.

MOTION: Commissioner Beaver moved to adopt the Planning Commission's findings of fact as our own, approving the resolution and adopting the ordinance amending BCC 9.08. Commissioner Small seconded and upon vote, the motion carried.

Unscheduled Visitors

BCES/CSEPP Headquarters

Ryan Brown discussed the issue of ownership of the headquarters. He said the interlocal agreements identified ownership of assets in proportion to money invested at 93% Benton County (FEMA money funneled through Benton County) and 7% for the rest of the entities. He said the cities had an issue with this and were proposing 50% Benton County, 25% Richland, 25% Kennewick. He wanted to know if the Board was agreeable for BCES to draft an agreement regarding ownership of this asset. The Board said it was not opposed.

Microwave System Purchased by FEMA

Mr. Brown also asked about the microwave system that has now been acquired by the State. He said the State did not want the operational costs and that Benton PUD had first right of refusal to take it and was interested, but on a limited basis. The Board agreed it should ask BCES to come in and talk to the Board about these issues.

The Board briefly recessed, reconvening at 9:42 a.m.

Washington Farm Bureau Presentation

Dan Wood, Washington Farm Bureau reviewed the HB 1653 (Ruckelshaus) that deals with critical area ordinances and agricultural activities. He said the counties may opt into the voluntary program within six months of the effective date of legislation and the clock did not start ticking until the County determined it would have enough funding to run the program.

He said the information would be directed to the Planning Department and they would review and bring back a recommendation. Chairman Bowman asked about funding. Mr. Wood said they were told during negotiations there was \$51 million available for conservation groups.

Mike Shuttleworth and Susan Walker said they are looking at the issue and would review above and beyond and bring back pros and cons.

Mr. Wood commented that this was the County's protection. If it didn't opt in, the Farm Bureau would not try to regulate the agriculture, but someone would. They were concerned about losing the fight and this was the protection that would buy some time.

Steve Tony, President of Benton County Farm Bureau said this was not supposed to cost the County anything and he urged the County to think seriously about it. He said until there was adequate funding, the County would not have to pay for anything.

Vouchers

Check Date: 07/15/2011
Payroll Draw Deductions
Taxes #: 10111074
Total all funds: \$31,898.63

Check Date: 07/15/2011
Warrant #: 232671-232694
Direct Deposit #: 65816-66015
Total all funds: \$113,603.44

Check Date: 07/15/2011
Warrant #: 38042-38172
Total all funds: \$3,127.69

Check Date: 07/15/2011
Warrant #: 37810-38041
Total all funds: \$1,111,567.10

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

Resolutions

11-461	Line Item Transfer, Fund No. 0124-101, Dept. 000
11-462	Personal Service Contract Amendment w/Moon Security
11-463	Surplus of Personal Property
11-464	Contract Amendment w/Knowledge Counseling Services
11-465	Contract Amendment w/Safe Harbor Crisis Nursery
11-466	Purchase Authorization for Computer & Printer Consumables

- 11-467 Purchase Authorization for Computers, Printers, Software & Support
- 11-468 Contract Amendment w/Children's Developmental Center
- 11-469 Contract Amendment w/EnTrust Community Services
- 11-470 Line Item Transfer, Fund No. 0108-101, Dept. 560
- 11-471 Letter to Greater Columbia Behavioral Health re Outpatient Providers
- 11-472 Contract w/DesertGreen Lawn & Tree Care, LLC
- 11-473 Professional Services Agreement w/Sharon Adolphsen
- 11-474 Personal Services Contract w/Education Service District 123
- 11-475 Termination of Personal Services Agreement w/Knowledge Counseling
- 11-476 Agreement w/WA State DSHS for Short Term Transition Program
- 11-477 Agreement w/WA State DSHS for Aggression Replacement Training
- 11-478 Agreement w/Zee Medical, Inc. for First Aid Kits and Supplies
- 11-479 Personal Service Contract w/Pacific MicroRem, Inc.
- 11-480 Line Item Transfer, Fund No. 0504-101, Dept. 000
- 11-481 Guest Trainer Contract w/C Poulsen
- 11-482 Traffic Control on Country Meadows Estates
- 11-483 Contract w/Tapani Underground, Inc. for Clodfelter Road Project
- 11-484 Bridge Inspection Agreement w/WA State Dept of Transportation
- 11-485 Letter to Freight Mobility Strategic Investment Board for Piert Road Extension
- 11-486 Purchase Authorization of Exam Gloves
- 11-487 Purchase Authorization of Paper Products & Gloves
- 11-488 Purchase Authorization for Work Crew Vehicle
- 11-489 Purchase Authorization for Uniform and Uniform Accessories
- 11-490 Maintenance Agreement w/Day Wireless Systems
- 11-491 Payment Authorization to Valley Marine, Inc. for Safe Boat Repairs
- 11-492 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 11-493 Contract Amendment w/Buffer Zone Protection Program
- 11-494 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 11-495 Purchase Authorization for Holsters from Adamson Police Products
- 11-496 Relating to Platting and Subdivision; Adoption of Ordinance 498

There being no further business before the Board, the meeting adjourned at approximately 10:33 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 2, 2011</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Line Item TFR</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>B Chilton</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

It has been necessary to purchase a desk scanner for use by the Chief Accountant as this department is doing an increased amount of scanning for reporting purposes.

SUMMARY

The auditor's office has purchased a scanner and needs to transfer monies into the "Small Item-Equipment" line item to cover the purchase.

RECOMMENDATION

Pass a resolution for a line item transfer for the cost of the scanner from the Auditor's Current Expense budget.

FISCAL IMPACT

\$677.00 from Auditor's Current Expense.

MOTION

Move to transfer funds as outlined herein.

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 102

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: B. Chilton; Auditor; File

B. Chilton

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: 102
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.100	3101	Office Supplies	\$677	514.100	3501	Small Item-Equipment	\$677
TOTAL			\$677	TOTAL			\$677

Explanation:

We recently purchased a desk scanner for the Chief Accountant, which will facilitate scanning of documents for reporting needs.

Prepared by: B. Chilton Date: July 25, 2011

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD OF COMMISSIONERS TO SIGN A NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

WHEREAS The county Board of Equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010), **NOW THEREFORE,**

BE IT HEREBY RESOLVED that the Board of Commissioners is hereby authorized to sign a notice of approval to hear property tax appeals.

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

**NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS
_____ COUNTY LEGISLATIVE AUTHORITY**

The county board of equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010)

Pursuant to RCW 84.48.010, the _____ County Legislative Authority hereby approves the _____ County Board of Equalization's request to convene for the purpose of hearing property tax appeals for the current year. This approval is based on a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

DATED THIS _____ day of _____, (yr) _____.

Chairperson

Member

Member

Member

Member

Member

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>08/01/11</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: _____	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>D. Sparks/LSK</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Commissioner Shon Small requested the Board consider changing its regular meeting day from Monday to Tuesday. The Board requested a resolution be drafted for the Board’s consideration.

SUMMARY

The Board of Benton County Commissioners Bylaws and Rules of Procedure have been amended as follows:

“Regular Commission Meetings” – changed to reflect the regular day and time the Commission shall meet to be every Tuesday at 9:00 a.m. and adding language that the regular Commission meeting will automatically be cancelled when a holiday falls on a Monday or Tuesday;

“Order of Business” – changed to schedule all Public Hearings at 9:05 a.m. to be held consecutively; to schedule all Executive Sessions after any Scheduled Business, and to include a Commissioner Assignment Update as the final agenda item before adjournment;

“Agenda” - changed the deadline to schedule and receive documentation for the next Tuesday’s regular Commission meeting to be the close of business on the Tuesday preceding the meeting and deleting the section relating to “Workshop”;

Minor housekeeping issues – changed language referencing the Clerk of the Board and Secretary; language referencing “his/her”

RECOMMENDATION

Approve the resolution amending the Bylaws and Rules of Procedure and rescinding Resolution 10-123.

FISCAL IMPACT

None

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING THE BYLAWS AND RULES OF PROCEDURE FOR BOARD OF BENTON COUNTY COMMISSIONERS; REPEALING AND SUPERCEDING RESOLUTION 10-123

WHEREAS, the Board of Benton County Commissioners approved Resolution 10-123 which amended the Bylaws and Rules of Procedure for the Board of Benton County Commissioners; and

WHEREAS, the Board of Benton County Commissioners desires to amend such Bylaws and Rules of Procedure by amending the section relating to “Regular Commission Meetings” by changing the regular day and time the Commission shall meet to be every Tuesday at 9:00 a.m. and adding language that the regular Commission meeting will automatically be cancelled when a holiday falls on a Monday or Tuesday; and

WHEREAS, further changing the section relating to “Order of Business” to schedule all Public Hearings at 9:05 a.m. to be held consecutively; to schedule all Executive Sessions after any Scheduled Business, and to include a Commissioner Assignment Update as the final agenda item before adjournment; and

WHEREAS, further changing the section relating to “Agenda” to change the deadline to schedule and receive documentation for the next Tuesday’s regular Commission meeting to be the close of business on the Tuesday preceding the meeting and deleting the section relating to “Workshop”; and

NOW, THEREFORE, BE IT RESOLVED the Board adopts this Resolution and the attached Bylaws and Rules of Procedure, and that such replaces the Bylaws and Rules of Procedure adopted by the Board pursuant to Resolution 10-123 and that Resolution 10-123 is hereby repealed and superceded by this Resolution.

Dated this day of , 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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

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1. AUTHORITY
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8. LEGAL ADVICE AND CONFIDENTIAL INFORMATION
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10. AMENDMENT OF THESE RULES

1. AUTHORITY

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

2. GENERAL RULES

2.1 Meetings to be Public: All meetings of the Commission shall be open to the public with the exception of the executive sessions, as allowed by law.

2.2 Quorum: Except as otherwise allowed by state law, two commissioners shall be in attendance to constitute a quorum and be necessary for the transaction of business.

2.3 Commissioners’ Meeting Minutes: Minutes of all proceedings of the Commission shall be kept by the Clerk of the Board, and shall be the official record of the Commission (see Section 6). Media recordings of such meetings shall be made and kept for as long a period as required by state law.

2.4 Right of Floor: Any member desiring to speak on the subject under consideration shall be recognized at a time determined by the Chair.

2.5 County Administrator: The County Administrator shall attend all meetings of the Commission unless excused by the Commission. The County Administrator shall keep the Commission fully advised as to the general condition, finances, and needs of Benton County (the “County”). At the discretion of the Commission, the

County Administrator may make recommendations to the Commission and may take part in discussion on all matters concerning the welfare of the County.

- 2.6 Clerk of the Board:** The Clerk of the Board (the “Clerk”) shall keep minutes of the meeting and perform such other duties as may be required by the County Administrator. The Clerk shall decide on all matters regarding parliamentary procedure. However, he or she may seek the advice of the Prosecuting Attorney’s Office and/or a Registered Parliamentarian.
- 2.7 Rules of Order:** The current edition of “Robert’s Rules of Order Newly Revised”, in the possession of the Clerk shall govern the meetings and deliberations of the Commission, except as they may be in conflict with these rules.
- 2.8 Adjournment; Motion to Adjourn:** A motion to adjourn shall be in order at any time, except as follows:
- (a) When made as an interruption of a member while speaking;
 - (b) When the previous question has been ordered or called for; or
 - (c) When a vote is being taken.

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

- 2.9 Reconsideration:** After decision by the Commission on any question, any member who voted with the prevailing side may move a reconsideration of any action during the same meeting or at a subsequent meeting.
- 2.10 Recusal:** If a member decides to recuse himself or herself from an issue, his or her recusal and the reasons therefore shall be stated on the record by the recusing member and shall remain in effect for all discussions and decisions on that issue until such issue is resolved. The member shall state their recusal on the record each time the issue is before the Board and shall not be present during any executive sessions regarding the issue.

3. MEETINGS

- 3.1 Regular Commission Meetings:** The Commission shall meet every Tuesday at 9:00 a.m. in the Commissioners’ Conference Room of the Benton County Courthouse in Prosser for a regular Commission meeting. When a holiday falls on a Monday or Tuesday, the regular Commission meeting for that week shall be automatically cancelled, unless otherwise provided by motion. The Commission

may cancel regular meetings by a motion or by written notice issued by the Clerk or Secretaries for the Board (the “Secretary”) at the direction of the County Administrator.

- 3.2 Special Meetings:** Special meetings may be called by the Chair or the majority of the Board of Commissioners. At the request of the Chair or two members of the Board, the Clerk or Secretary shall prepare a written notice of the special meeting, stating the time, place, and subject, and deliver written notice personally by mail, by fax, or by electronic mail, upon each of the Commissioners at least 24 hours before the time of such meeting. Although not required for the meeting to be valid, the Clerk or Secretary shall also attempt to notify each member of the Commission by telephone or otherwise, of the special meeting. The required written notice shall be waived for any member who actually arrives at the meeting at the time it convenes or who provides a written waiver of the notice to the Clerk or Secretary at or prior to the time the meeting convenes. The Clerk or Secretary shall also give written notice of the special meeting to local media (TV, radio, and newspaper) which has filed with the Clerk or Secretary a written request to be notified of special meetings, to be delivered personally by mail, by fax, or by electronic mail at least 24 hours before the time of such meeting. The Board of Commissioners **shall not** discuss or make final disposition of any matter not mentioned in the notice. The notices required herein may be dispensed with under the circumstances set forth in RCW 42.30.080 as now in effect or as hereafter amended.
- 3.3 Adjourned Sessions:** Any session of the Commission may be continued or adjourned from day to day or for more than one day in accordance with the terms of Section 2.8 hereof and RCW 42.30.090 as now in effect or as hereafter amended, including any requirement of posting an order or notice of adjournment.
- 3.4 Executive Sessions:** Executive sessions will be held in accordance with the provisions of the Washington State Open Meetings Act. No executive sessions will be held pursuant to RCW 42.30.110(1)(i), unless an attorney employed or appointed by the Prosecuting Attorney’s Office is present.
- 3.5 Attendance at Meetings by Conference Telephone:** Members of the Board may participate at any Special Meeting (including emergency meetings) by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting and in the audience, if any, can hear each other at the same time. Members may also participate at Regular Meetings by such means unless objected to by a majority of the Board. Participation in a meeting by such means shall constitute presence in person at such meeting.

4. CHAIR AND DUTIES

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

5. ORDER OF BUSINESS AND AGENDA

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

1. Call to Order
2. Approval of Minutes
3. Review Agenda
4. Review and Approval of Consent Agenda
5. Public Hearings
6. Scheduled Business
7. Executive Sessions
8. Unscheduled Visitors
9. Commissioner Assignment Update
10. Adjournment

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

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

6. MINUTES POLICY

6.1 Content of the Minutes

1. The first paragraph should contain the following information: type of meeting, name of the board, date, time, and place of the meeting, and the members and parties present.

2. The minutes generally should contain a summarized record of what was done at the meeting, not what was said by the members. Minutes will not usually be typed verbatim; however, verbatim excerpts can be inserted at the Clerk's discretion. Members of the Commission can request additional verbatim excerpts from the Clerk, but they will not be considered part of the minutes nor attached to the minutes, unless typed by the Clerk during the meeting.

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

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

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

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

6.2 Approval of Minutes

1. Minutes must be approved as read or as corrected.
2. If minutes are approved by general consent, no motion is required unless a member specifically requests one. The Chair may assume this motion and indicate that if there are no corrections, the minutes are approved, or that if there are no further corrections, the minutes are approved as corrected.
3. Once the minutes are approved, the Clerk shall write the word "approved" and date of approval. The Commissioners' initials are written on the draft minutes.

4. The approved minutes are then printed onto the journal pages and prepared for signature by the Chair and Clerk.
5. Approved minutes may be corrected by motion whenever a typographical or clerical error is found, regardless of the time elapsed. Correction of minutes after they have been approved requires a “Motion to Amend Something Previously Adopted” and majority vote.
6. Nothing may be erased from the journal. Corrections must be made in the margin along with a notation, which states: “Amended, see minutes of ____.” (Write in the meeting date at which the Motion to Amend Something Previously Adopted was made and approved.) If material is expunged (stricken from the record), a line is drawn through the words that are expunged.

7. ORDINANCES, RESOLUTIONS, AND MOTIONS

- 7.1 **Form:** Ordinances, resolutions, and accompanying documents shall be presented to the Board in writing following proper format.
- 7.2 **Funding:** All resolutions authorizing the expenditure of money shall include the exact source of the funds to be expended.
- 7.3 **Ordinances - Introduction:** All proposed ordinances must be prepared under the direction of and approved as to form by the Prosecuting Attorney’s Office. The department requesting the ordinance shall attach a brief summary of the provisions thereof and any proposed amendments to an existing ordinance; such summary shall indicate the change to be made and the name of the department or party requesting the proposed ordinance.
- 7.4 **Recording of Votes:** The ayes and nays shall be recorded upon the passage of all ordinances and resolutions in the official record of the Board.
- 7.5 **Tie Vote:** In the event of a tie on any motion when only two members are present at the meeting, the motion shall be postponed to the next appropriate meeting.
- 7.6 **Numbering Ordinances and Resolutions:** The Clerk shall assign a number (in consecutive order) to each ordinance or resolution.
- 7.7 **Ordinance and Resolution Passage Procedure:** When passed by the Board, an ordinance or resolution shall be signed by a majority of the Board members or the Chair and be attested to by the Clerk. It shall immediately be filed and thereafter preserved in the office of the Commissioners.

1. Absent. If a commissioner is absent, the Clerk shall affix their name stamp stating “absent” on the signature line on all documents approved on that date.
2. Opposed. If a commissioner opposes the ordinance, resolution, or document, the Clerk shall affix their name stamp stating “opposed” on the signature line.

8. LEGAL ADVICE AND CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

10. AMENDMENT OF THESE RULES

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 8/1/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 11-224 dated April 4, 2011 the Board of Commissioners entered into a two year blanket contract with Industrial Equipment Solutions, Inc. for “as needed” door installations and repairs for all Benton County locations for a contract amount not to exceed \$15,000 and a contract term date of December 31, 2012.

The attached First Contract Amendment is necessary to increase the contract to an amount not to exceed \$25,000 including WSST to cover all “as needed” repairs and services to include the installation of four (4) new roll up doors located at the Benton County Fairgrounds.

This amendment also changes the contract to a one (1) year contract commencing January 1, 2011 and terminating December 31, 2011.

RECOMMENDATION

Approve the attached Resolution and First Contract Amendment increasing the contract amount not to exceed \$25,000 including WSST with a contract expiration of December 31, 2011.

FISCAL IMPACT

MOTION

Move to approve the first contract amendment between Benton County and Industrial Equipment Solutions, Inc. for “as needed” door installation and repairs for all Benton County locations for a contract amount not to exceed \$25,000 including WSST with a contract termination date of December 31, 2011 and authorize the Chairman of the Board to sign said contract amendment.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FIRST CONTRACT AMENDMENT FOR "AS NEEDED" DOOR INSTALLATION AND REPAIR WITH INDUSTRIAL EQUIPMENT SOLUTIONS, INC. FOR ALL BENTON COUNTY LOCATIONS

WHEREAS, per resolution 11-224 dated April 4, 2011 the Board of Benton County Commissioners entered into two year blanket contract with Industrial Equipment Solutions, Inc. for "as needed" door installation and repairs for all Benton County locations for a contract amount not to exceed fifteen thousand dollars and zero cents (\$15,000.00) including WSST with a contract term expiring December 31, 2012; and

WHEREAS, this first contract amendment is necessary to increase the contact amount not to exceed twenty five thousand dollars (\$25,000.00) to cover all "as needed" installations and repairs and to include the cost of the installation of four (4) roll up doors located at the Benton County Fairgrounds; and

WHEREAS, this amendment is to change the term of the contract to a one (1) year contract with a termination date of December 31, 2011; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the attached First Contract Amendment between Benton County and Industrial Equipment Solutions, Inc., increasing the contract to an amount not to exceed \$25,000 including WSST; and

BE IT FURTHER RESOLVED the term of the contract shall commence January 1, 2011 and shall expire on December 31, 2011.

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the First Service Contract Amendment attached hereto.

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

FIRST SERVICE CONTRACT AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____ 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **INDUSTRIAL EQUIPMENT SOLUTIONS, INC.** a corporation organized under the laws of the State of Washington, with its principal address at 6630 Old Naches Hwy, Naches, WA 98937 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract per Resolution 11-224 dated April 4, 2011 (the "CONTRACT") to provide "as needed" installation and/or repair services for all types of doors the CONTRACTOR is qualified to install and/or repair for all Benton County locations, to include the Benton County Fairgrounds, Benton County Jail, and Benton County Animal Control Facility; and

Whereas, this first contract amendment is necessary in order to increase the contract amount as the Benton County Supervisor recommends moving forward with the installation of four (4) roll up doors at the Fairgrounds and the current contract amount will not cover those services as well as cover any other "as needed" installations and/or repairs throughout Benton County Facilities.

Whereas, this amendment is to change the term of this contract to a one (1) year contract with said term expiring December 31, 2011.

The parties agree that all provisions of the Contract shall remain in effect except that "2. Duration of Contract" and "5. Compensation" shall be amended and replaced in their entirety with the following:

2. **DURATION OF CONTRACT** The term of this Contract shall commence January 1, 2011 and shall expire on December 31, 2011. 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.

5. **COMPENSATION** The CONTRACTOR shall be paid for "as needed" door installation and/or repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed twenty five thousand dollars and zero cents (\$25,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the installation and/or repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to

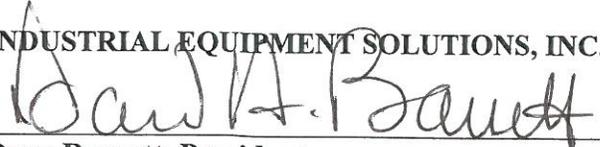
Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated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

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this **FIRST AMENDMENT** on behalf of the County, and the Contractor has executed this **FIRST AMENDMENT**, on the day and year first above written.

BENTON COUNTY

INDUSTRIAL EQUIPMENT SOLUTIONS, INC.

Leo M. Bowman, Chairman

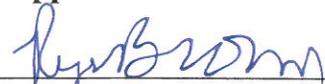


Dave Barrett, President

Date: _____

Date: 7-14-2011

Approved as to Form:



Chief Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>8/8/11</u>	Execute Contract	<input type="checkbox"/>
Subject:	Columbia Basin Pigeon Club	Pass Resolution	<input type="checkbox"/>
Prepared by:	<u>cmb</u>	Pass Ordinance	<input type="checkbox"/>
Reviewed by:	<u>Isk</u>	Pass Motion	<input type="checkbox"/>
		Other	<input type="checkbox"/>
		Consent Agenda	<input checked="" type="checkbox"/>
		Public Hearing	<input type="checkbox"/>
		1st Discussion	<input type="checkbox"/>
		2nd Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>

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.

SUMMARY

Columbia Basin Pigeon Club has been an annual event here at the Fairgrounds.

Offering a discount to this non-profit group opens up more possibilities and educational activities for our young community members each year.

RECOMMENDATION

Benton County Deputy Administrator and Fairgrounds Office Manager recommend the Columbia Basin Pigeon Club Lease Agreement to be approved.

FISCAL IMPACT

Exposing the Benton County Fairgrounds and what it has to offer too as many groups as possible for future support and use of our facility.

MOTION

Approval of the Lease Agreement between Benton County Fairgrounds and the Columbia Basin Pigeon Club.

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 \$1181.00 to hold a Pigeon Show in Building 3 at the Fairgrounds on October 29 – 30, 2011; 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 _____ 2011.

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 ext 200

LEASE AGREEMENT

TODAY'S DATE: **January 28, 2011**

LEASE AGREEMENT NUMBER: **26.11**

EVENT DATE(S): **October 29-30, 2011**

NUMBER OF DAYS: **2**

BUILDING(S) / AREA: **Building 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 9:00 am – 5:00 pm, Sunday 8:00 am – 12:00 noon**

TYPE OF EVENT: **Pigeon Show**

ESTIMATED ATTENDANCE: **100**

SELLING TICKETS: YES NO

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

1. EVENT

- a. **PIGEON SHOW IN BUILDING 3 ON OCTOBER 30-31, 2011, SATURDAY FROM 9:00 AM UNTIL 5:00 PM AND SUNDAY FROM 8:00 AM UNTIL 12:00 NOON WITH AN ESTINATED ATTENDANCE OF 100 PEOPLE, hereafter referred to as the EVENT**

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the "Facilities") to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on **October 28-31, 2011**. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ **1181.00** (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than **September 30, 2011**. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	Execute Contract	<u> X </u>	Consent Agenda <u> X </u>
	Pass Resolution	<u> X </u>	Public Hearing _____
Subject:	Pass Ordinance	_____	1st Discussion _____
Grant Agreement #2060-2011-CBVC	Pass Motion	_____	2nd Discussion _____
Prepared by:	Other	_____	Other _____
Maria Loera, Sr. Secretary-DHS			
Reviewed by:			
Ed Thornbrugh, Administrator-DHS			

BACKGROUND INFORMATION

The purpose of this Grant Agreement is to fund the Columbia Basin Veterans Coalition's Transitional Living Facility. The Columbia Basin Veterans Coalition's Transitional Living Facility is a group transitional living facility that is affordable to very low-income persons pursuant to RCW 36.22.178 and/or its successors serving veterans who are homeless or pending homelessness and have been diagnosed as having substance abuse or post traumatic stress disorder.

SUMMARY

Award: Maximum payment of \$30,000.00
Period: April 18, 2011 through April 17, 2012
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the Resolution to accept the proposed Agreement
- Approve the proposed Agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Grant Agreement #2060-2011-CBVC with Columbia Basin Veterans Coalition, and to authorize the Chair to sign of behalf of the Board.

Ed Thornbrugh
 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF GRANT AGREEMENT #2060-2011-CBVC TO FUND COLUMBIA BASIN VETERANS COALITION'S TRANSITIONAL LIVING FACILITY

WHEREAS, the Columbia Basin Veterans Coalition's Transitional Living Facility is a group transitional living facility that is affordable to very low-income persons pursuant to RCW 36.22.178 and/or its successors and serving veterans who are homeless or pending homelessness and have been diagnosed as having substance abuse or post traumatic stress disorder, and

WHEREAS, grant funds disbursed will provide funding for the rehabilitation and renovation costs of the Columbia Basin Veterans Coalition Transitional Living Facility; and

WHEREAS, the Agreement provides a maximum payment of \$30,000.00; and

WHEREAS, the Agreement shall be effective April 18, 2011 and ending in April 17, 2012; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of the respective county, Grant Agreement #2060-2011-CBVC.

Dated this . . . day of, 2011

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2011-CBVC**

This Recipient agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and the **CBVC, Inc.**, a Washington State Non-Profit corporation, with its principal offices at 1600 North 20th Avenue, Suite A, Pasco, WA 99301 (hereinafter "Recipient"), and together referred to as the "Parties".

County Contact Representative:
Edward Thornbrugh, Administrator
Department of Human Services
7102 West Okanogan Place
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: edt@gov.wa.co.benton-franklin.us

Recipient Contact Representative:
Skip Novakovich, President of the Board
CBVC
1600 North 20th Avenue, Suite A
Pasco, WA 99301
Phone: 509.545.6558
Fax: 509.545.5722
E-Mail: skip@espritinc.net

Consideration\$30,000.00

Exhibit A.....Project Description and Budget

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Skip Novakovich 7-25-11
President of the Board Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

Wendy C. Diaz
Department of Human Services

Kyran L. Brown
Benton County Prosecutor's Office

IN CONSIDERATION OF PROMISES MADE HEREIN AND THE MUTUAL BENEFIT DERIVED THEREFROM, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SPECIFIC TERMS AND CONDITIONS

1. **PURPOSE:** The grant awarded pursuant to this Agreement provides funding to Recipient to rehabilitate 440 square feet of garage space, creating a new living space which will include a bedroom, bathroom with walk in shower, and private meeting/ office space, upgrade existing HVAC, and create a second story egress and external stairway in a residence owned by Recipient known as the Columbia Basin Veterans Coalition's Transitional Living Facility (hereinafter referred to as the "Project"), which is a group transitional living facility that is available to very low-income persons with incomes at or below fifty percent of the area median income and are veterans diagnosed as having substance abuse issues or Post Traumatic Stress Disorder (PTSD).
2. **Use of Proceeds:** Grant funds disbursed pursuant to this Agreement will reimburse Recipient in an amount up to **\$30,000.00** for the costs of rehabilitating and renovating the residence owned by Recipient and located at 4601 W. Grand Ronde Ave, Kennewick, WA (the "Property") as described in Exhibit A. The maximum aggregate payment under this grant shall be **\$30,000.00** payable for such costs incurred between April 18, 2011 and April 17, 2012.
3. **AGREEMENT AND EXHIBITS:** This Agreement shall consist of this Recipient Agreement and the project description attached as Exhibit A, which is incorporated herein as if set forth in full.
4. **RECIPIENT'S OBLIGATIONS:** The Recipient will rehabilitate and renovate the Property as described in Exhibit A by April 17, 2012. Recipient shall make the Property available to very low income persons with income at or below 50% of the area median income until at least April 17, 2016.
5. **PERIOD OF PERFORMANCE:** The improvements required by this Agreement shall be made between April 18, 2011 and April 17, 2012, hereinafter referred to as the Project Period.
6. **FUNDING SOURCES:** Funding sources under this Agreement are as follows:
Benton County affordable housing surcharge received pursuant to RCW 36.22.178.
6.1 Maximum Funding: Total maximum funding under this Agreement is Thirty Thousand Dollars and No Cents.
7. **PAYMENT:** Recipient may only seek and receive reimbursement for the actual costs of the projects identified in Exhibit A. Payments made under this Agreement are intended by both Recipient and Benton County to be reimbursement for actual costs incurred by Recipient to complete the Project described in Exhibit A, up to the stated maximum amount payable under this Agreement and constitute the County's only financial obligation hereunder irrespective of whether the total cost to the Recipient of the Project exceeds thirty thousand dollars (\$30,000).

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: <u>Resolution: Awarding Benton County</u> <u>2060 Affordable Housing Funds to the</u> <u>Benton and Franklin Counties</u> <u>Department of Human Services</u> <u>Transitional Living Program</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Tracy Diaz, Deputy Administrator- DHS	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

The Transitional Living Program (TLP) provides short term housing for up to six (6) months for low income individuals who have a mental health diagnosis. The overall cost to run the TLP exceeds \$200,000.00 per year, and with the economy and continued budget cuts the Benton and Franklin Counties Department of Human Services anticipates an increase shortfall in funding producing a greater gap between revenue and costs.

SUMMARY

Award: Maximum payment of \$47,600.00
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the Resolution to accept the proposed award

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing this resolution awarding Benton County 2060 Affordable Housing Funds for the Operation and Maintenance of the Benton and Franklin Counties Department of Human Services Transitional Living Program, and to authorize the Chair to sign of behalf of the Board.

Tracy C. Diaz for Ed Thornburgh

 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF AWARDING BENTON COUNTY 2060 AFFORDABLE HOUSING FUNDS FOR THE OPERATIONS AND MAINTENANCE OF THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES TRANSITIONAL LIVING PROGRAM (TLP)

WHEREAS, the Transitional Living Program (TLP) provides short term housing for up to six (6) months for low income individuals who have a mental health diagnosis; and

WHEREAS, the overall cost to run the TLP exceeds \$200,000.00 per year. Due to the current economy and continued budget cuts the Benton and Franklin Counties Department of Human Services anticipates an increase shortfall in funding producing a greater gap between revenue and costs; and

WHEREAS, based on the Steering Committees recommendations on April 18, 2011 Ed Thornburgh, Administrator of Benton and Franklin Counties Department of Human Services presented the recommendation to award the Transitional Living Program, Benton County 2060 Affordable Housing Funds, to the Board of Benton County Commissioners, which was approved; and

WHEREAS, the TLP shall be awarded \$47,600.00 to fulfill the budgetary shortfall, and continue quality maintenance and off-site management; NOW THEREFORE,

BE IT RESOLVED, that the Boards of Benton County Commissioners hereby accept the proposed resolution; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of the respective county, this resolution awarding Benton County 2060 Affordable Housing Funds for the Operation and Maintenance of the Benton and Franklin Counties Department of Human Services Transitional Living Program.

Dated thisday of, 2011

Chair

Member

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

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: Subject: <u>Substance Abuse Administrative Board Appointment</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	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

The Benton-Franklin Department of Human Services Substance Abuse Administrative Board consists of nine members appointed by the Board of Commissioners for Benton and Franklin Counties. Debra Olson the member being recommended for appointment has expressed interest and willingness to be appointed, and the appointment has been approved by the Substance Abuse Administrative Board.

SUMMARY

Joint Resolution recommending appointment for Debra Olson to the Substance Abuse Administrative Board.

RECOMMENDATION

Sign the attached proposed Joint Resolution to appoint one member to the Substance Abuse Administrative Board.

FISCAL IMPACT

None

MOTION

To approve signing the proposed Joint Resolution to appoint Debra Olson to the Substance Abuse Administrative Board for a term ending on December 31, 2013.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF APPOINTMENT TO THE SUBSTANCE ABUSE ADMINISTRATIVE BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, Benton County Resolution #82-479 and Franklin County Resolution #82-110 created the Benton-Franklin Counties Substance Abuse Administrative Board; and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties; and

WHEREAS, a vacancy exists on the Substance Abuse Administrative Board with the resignation of Lois Powers whose term expired on December 31, 2010; and

WHEREAS, Debra Olson has demonstrated interest and indicated willingness to accept appointment to the Substance Abuse Administrative Board; **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 appointment to the Benton-Franklin Counties Substance Abuse Administrative Board for Debra Olson, 314 Bernard Ave., Richland, WA 99352, to a term which will expire on December 31, 2013.

Dated this.....day of, 2011

Dated this.....day of, 2011

Chairman of Board

Chairman of Board

Member

Member

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

Originals: Benton & Franklin County Commissioners
Human Services, D. Olson

Loera

i. Memorandum of Agreement w/AFL-CIO Local 3892 Modifying Meal & Rest Periods

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 8-1-11 F/C 8-10-11	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Memorandum of Agreement between BFJJC and AFSCME Local 3892	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Sharon Paradis	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center (BFJJC), Detention Unit and the AFSCME Local 3892 have a Collective Bargaining Agreement (CBA) effect from January 1, 2010 through December 31, 2013. The negotiated Memorandum of Agreement further addresses the provisions of the contract regarding Meal Period and Rest Periods.

SUMMARY

The negotiated Memorandum of Agreement establishes rules for Meal Periods and Rest Periods for Detention Supervisors specific to their unique roll and responsibilities related to the supervision of detention workers and the need for flexibility that allows for intermittent Meal Periods and Rest Periods.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County sign the Memorandum of Agreement between the Benton-Franklin Counties Juvenile Justice Center and AFSCME Local 3892.

FISCAL IMPACT

There is no financial impact associated with the Memorandum of Agreement.

MOTION

I move that the Board of Commissioners sign the Memorandum of Agreement between the Benton-Franklin Counties Juvenile Justice Center and AFSCME Local 3892.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE NEGOTIATED MODIFICATION TO THE 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 3892 (AFSCME)

WHEREAS, Sharon Paradis, Administrator of the Benton-Franklin Juvenile Justice Center, has negotiated and reached an agreement with AFSCME that addresses the Meal Periods and Rest Periods for Detention Supervisors; and

WHEREAS, Sharon Paradis believes it is in the best interest of Benton County, Franklin County and the Benton-Franklin Counties Juvenile Justice Center that the Memorandum of Agreement between the Benton Franklin Counties Juvenile Justice Center and AFSCME be approved as presented, **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners approve the Memorandum of Agreement as negotiated, and

BE IT FURTHER 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.

Dated this _____ day of August, 2011.

Dated this _____ day of August, 2011.

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

MEMORANDUM OF AGREEMENT

BETWEEN BENTON FRANKLIN JUVENILE JUSTICE CENTER

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO LOCAL 3892

THIS AGREEMENT is entered into by and between AFSCME Local 3892, representing administrative employees (hereinafter referred to as "Union"), and the Benton-Franklin Juvenile Justice Center (hereinafter referred to as "Employer"). The purpose of This Agreement is to recognize a negotiated modification in the 2010-2012 Collective Bargaining Agreement between the parties that addresses Meal Periods and Rest Periods for Detention Supervisors.

The Union and the Employer agree that it is in the best interest of both parties to establish rules for Meal Periods and Rest Periods for Detention Supervisors that address the unique roll and responsibilities of a supervisor in detention.

The Union and the Employer agree that the schedule for Meal Periods and Rest Periods for Detention Supervisors must be flexible to allow for intermittent Meal Periods and Rest Periods to be scheduled at the discretion of the Detention Supervisor as work demands allow.

The Union and the Employer agree that, in accordance with Article 9.4 of the current Collective Bargaining Agreement (CBA), Rest Periods, the Detention Supervisors..."shall be entitled to one (1) fifteen (15) minute rest period during each four (4) hours of a shift.....and shall be taken at times mutually agreeable to the Employer and the employee as work load permits".

The Union and the Employer acknowledge that, in accordance with Article 9.10 B), Detention Supervisors "...will be allowed one-half (1/2) hour for lunch but shall not leave the facility unless prior approval is given by the Employer".

The Union and the Employer agree that the provisions in Article 9.4 and Article 9.10 B) of the CBA supersede the provisions of WAC 296-126-092 pursuant to RCW 49.12.187.

The Union and the Detention Supervisors who are signatories to this Agreement, currently in the employ of the Benton-Franklin Juvenile Justice Center, acknowledge that these Detention Supervisors have been afforded and have taken rest periods and meal periods in accordance with the CBA. Therefore, the Detention Supervisors have no claim that they did not receive Rest Periods or Meal Periods in accordance with the CBA, or other applicable authority during their entire term of employment by the Benton-Franklin Counties Juvenile Justice Center.

Therefore, in order to continue to manage Meal Periods and Rest Periods in accordance with the CBA and as agreed by the Union and the Employer, with an effectiveness date upon the last signature to This Agreement:

1. Detention Supervisors will take intermittent meal periods and intermittent rest periods at their discretion and in accordance with Article 9.4 and Article 9.10 B) of the CBA.
2. Each Detention Supervisors is solely and absolutely responsible for notifying the Detention Operations Manager, the Detention Manager, or the Administrator on immediately upon determination that Detention Supervisor is unable to make the necessary arrangements to take a Meal Period or Rest Periods as defined in Article 9.4 and Article 9.10 B) of the CBA.
3. Each Detention Supervisors is solely and absolutely responsible for accurately completing a written monthly time sheet that reflects any work day(s) during the month on which Rest Periods as defined in Article 9.10 B) of the CBA were not taken by the Detention Supervisor and otherwise acknowledges that Meal Periods and Rest Periods as defined in Article 9.4 and Article 9.10 B) of the CBA were taken during the month in question.

IN WITNESS WHEREOF, the parties below have confirmed their agreement to this clarification of the CBA.

WSCCCE, COUNCIL 2, LOCAL 3892

BENTON - FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

Alpha O'Laughlin
Alpha O'Laughlin, Area Representative
Date: 7/20/11

Donna Davis
Juvenile Justice Administrator
Date: 7/19/2011

[Signature]
Presiding Superior Court Judge
Date: 7/20/11

[Signature]
Richard Mollotte, Detention Supervisor
Date: 7-5-11

[Signature]
Tangeri Latimer, Detention Supervisor
Date: July 12 2011

[Signature]
Scott Walker, Detention Supervisor
Date: 7-11-11

[Signature]
Rudy Ruelas, Detention Supervisor
Date: 7/5/11

Attest: _____
Benton County
Clerk to the Board:
Date: _____

Chairman, Board of Benton County
Commissioners

Represented by:
[Signature] 07/19/11
Benton County Deputy Prosecuting
Attorney

Attest: _____
Franklin County
Clerk to the Board
Date: _____

Chairman, Board of Franklin County
Commissioners

Represented by:
[Signature] 07-19-11
Franklin County Deputy Prosecuting
Attorney

j. Agreement w/The Confederated Tribes of the Umatilla Indian Reservation

<p>AGENDA ITEM: <u>Consent</u> MEETING DATE: <u>BC 8/01/11 FC 8/10/11</u> SUBJECT: <u>Contract with The Confederated Tribes of The Umatilla Indian Reservation for Detention Services</u> Prepared By: <u>Sharon Paradis</u> Reviewed By: <u>Sharon Paradis</u></p>	<p><u>TYPE OF ACTION NEEDED</u> Executive Contract <u> X </u> Pass Resolution Pass Ordinance Pass Motion Other</p>	<p>CONSENT AGENDA <u> X </u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER</p>
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BACKGROUND INFORMATION

The Benton/Franklin Juvenile Justice Detention Center will, upon determination of space available by the Detention Facility Administrator provide detention services for the Confederated Tribes of the Umatilla Indian Reservation, for which the Confederated Tribes of the Umatilla Indian Reservation shall reimburse Benton and Franklin Counties.

SUMMARY

A Program Agreement between the Confederated Tribes of the Umatilla Indian Reservation has been prepared and signed by the Benton County Attorney on behalf of both Counties.

RECOMMENDATION

I recommend that the Boards of County Commissioners approve the Resolution Authorizing their Chairs sign the Program Agreement for Detention Services, as written.

FISCAL IMPACT

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

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board of Franklin County Commissioners, be and they hereby are authorized to sign, on behalf of their respective county, the Program Agreement with the Confederated Tribes of the Umatilla Indian Reservation.

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 AGREEMENT BETWEEN THE BENTON AND FRANKLIN COUNTIES AND THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION FOR PROVISION OF JUVENILE DETENTION FACILITIES, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed agreement between the Juvenile Justice Center and the Confederated Tribes of the Umatilla Indian Reservation be approved as presented for a term commencing upon execution and terminating on December 31, 2012, 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 _____ day of August 2011.

DATED this _____ day of August 2011.

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

**AGREEMENT BETWEEN
BENTON AND FRANKLIN COUNTIES
AND
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
FOR PROVISION OF JUVENILE DETENTION FACILITIES**

Whereas Benton and Franklin Counties have and maintain a juvenile detention facility at the Benton and Franklin Juvenile Justice Center pursuant to Chapter 13 RCW;

Whereas, the Confederated Tribes of the Umatilla Indian Reservation has a need for juvenile detention spaces for youths being detained pursuant to the authority of the Confederated Tribes of the Umatilla Indian Reservation Tribal Court, and

Whereas it will benefit both Benton and Franklin Counties and the Confederated Tribes of the Umatilla Indian Reservation to enter into an agreement to make available to the Confederated Tribes of the Umatilla Indian Reservation space in the Benton and Franklin Counties Juvenile Detention Facility, when the Administrator of the facility determines space is available, for which space the Confederated Tribes of the Umatilla Indian Reservation shall reimburse Benton and Franklin Counties as set forth below;

Whereas Benton and Franklin Counties is a political subdivision of the State of Washington and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, whose duly authorized governing body is the Confederated Tribes of the Umatilla Indian Reservation Board of Trustees, and the Confederated Tribes of the Umatilla Indian Reservation being a "public agency" as defined in RCW 39.34.020;

Now, therefore, in accordance with the Inter-local Cooperation Act (Chapter 39.34 RCW), and the City and County Jails Act (Chapter 70.48 RCW), Benton and Franklin Counties (hereinafter COUNTIES) and the Confederated Tribes of the Umatilla Indian Reservation (hereinafter CTUIR) agree as follows:

I. GENERAL CONDITIONS:

- A. Effective Date of Agreement. The effective date of this Agreement shall be upon execution of this Agreement by the parties.
- B. Length of Term. The term of this Agreement shall be from date of mutual execution and shall terminate on December 31, 2012, unless cancelled by either party or modified by written mutual agreement of the parties.
- C. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- D. Completed Expression of Agreement and Modification. The parties agree that this Agreement is the completed expression of the terms hereto, and

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 8/1/11 Subject: Employee of the Month Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u> X </u>	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Approval of Employee of the Month for August 2011.

SUMMARY

Same as above.

RECOMMENDATION

Request signature approving Employee of the Month for August 2011.

FISCAL IMPACT

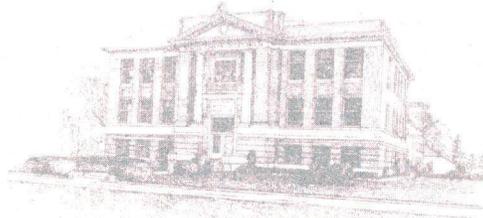
N/A

Leo Bowman
District 1
Shon Small
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



**BENTON COUNTY
EMPLOYEE OF THE MONTH
August 2011**

Dear Shan:

Let us be the first to congratulate you on your achievement of winning the Employee of the Month Award for the month of August 2011.

Your performance demonstrates your hard work, sincerity and dedication in making Benton County stand out in a positive way to all other employees and to members of the public visiting or interfacing with Benton County and its services.

Benton County has taken note of and appreciates you going above and beyond in creating within six months a software program which enables Superior Court to do their jobs more efficiently and saving the County over \$30,000. Your work ethic and quality of work has been described as beyond reproach and unmatched. Your time management, attitude, customer service, and quality of work is extraordinary. Your talents and helpfulness are appreciated throughout the County.

This award entitles you full access to the Employee of the Month parking spot for the month of August.

Please accept our sincere congratulations on your achievement.

Yours truly,

Department Manager

Commissioner Leo Bowman, Chairman

Commissioner Jim Beaver

Commissioner Shon Small

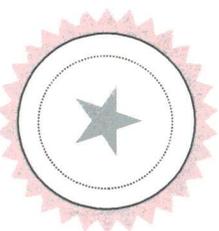
Benton County Employee of the Month

We hereby express our sincere appreciation to

Shan McPherson

In recognition of going above and beyond our expectations.

This *1st* *Day of* *August* *2011*



Benton County Board of Commissioners Chairman

I. Authorization for Drywell Installation on Pico Drive

RESOLUTION NO. _____
 Road Program Item: Preservation 2011 One Year
 Road Program

County Engineer Project No. 1950 CRP
 Arterial Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
 IN THE MATTER OF COUNTY ROADS, RE: DRYWELL REPLACEMENT ON PICO DRIVE

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to install a new drywell on the south of Pico Drive at station 65+34 with the use of county forces and equipment.

Length of Project: ___± miles; Width of Roadbed: ___ ft.; Surface: ___ ft.; Pavement: ___ ft.
 Type and depth of surfacing: _____
 Bridge ___ Irrigation Crossing: Length ___ ft.; Width ___ ft.
 Estimated date of beginning: July 26, 2011; Estimated date of completion: August 31, 2011

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund		Total
Prel. Engr			0.00
Right-of-Way			0.00
Material	1,932.65		1,932.65
Day Labor	7,348.88		7,348.88
Contract			0.00
Const. Engr.	0.00		0.00
Contingencies	718.47		718.47
Total	10,000.00	0.00	10,000.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 1st day of August, 2011.

	_____ Chairman
(SEAL)	_____ Chairman Pro-Tem
Attest:	_____ Member
	Constituting the Board of County Commissioners of Benton County, Washington.
Clerk of the Board	SWB:MJB:LJM:slc

ORIGINAL RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO
SOUTHGATE WATER COMPANY FOR A FRANCHISE FOR A DOMESTIC WATER
SYSTEM AND FACILITIES, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Southgate Water Company, who has applied to continue a nonexclusive franchise for a domestic water 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, 2021, 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 yearly;
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, Southgate Water Company 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 1st day of August, 2011.

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

Grantor: Benton County
Grantee: Southgate Water Company

ORIGINAL

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF)
SOUTHGATE WATER COMPANY FOR)
A NONEXCLUSIVE FRANCHISE TO LOCATE,)
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF)
NECESSARY, REMOVE A DOMESTIC WATER)
SYSTEM AND FACILITIES WITHIN THE COUNTY)
OF BENTON, STATE OF WASHINGTON, UPON,)
OVER, UNDER, ALONG, AND ACROSS CERTAIN)
COUNTY ROADS AND PUBLIC HIGHWAYS, OR)
PARTS THEREOF, NOT WITHIN THE LIMITS OF)
ANY INCORPORATED CITY OR TOWN.)

No. _____

ORDER AND AGREEMENT FOR
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of
SOUTHGATE WATER COMPANY, for the authority and nonexclusive Franchise, for a
term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary,
remove A DOMESTIC WATER SYSTEM AND FACILITIES under, upon, over, along and
across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other
County property, hereinafter called County roads or rights-of-ways, described in said application
by reference to the sections, townships, and ranges in which said County roads or rights-of-ways
are physically located within the County of Benton, State of Washington, and not within the

ORIGINAL RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO
OLSEN BROTHERS RANCHES LLC FOR A FRANCHISE FOR ELECTRICAL LINES AND
IRRIGATION SYSTEM AND ALL FACILITIES, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Olsen Brothers Ranches LLC,
who has applied to continue a nonexclusive franchise for electrical lines and irrigation system
and all 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, 2021, 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 yearly;
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, Olsen Brothers Ranches LLC 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 1st day of August, 2011.

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

Grantor: Benton County
Grantee: Olsen Brothers Ranches LLC

ORIGINAL

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF)
OLSEN BROTHERS RANCHES LLC)
FOR A NONEXCLUSIVE FRANCHISE TO LOCATE,)
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF)
NECESSARY, REMOVE ELECTRICAL LINES AND)
IRRIGATION SYSTEM AND ALL FACILITIES)
WITHIN THE COUNTY OF BENTON, STATE OF)
WASHINGTON, UPON, OVER, UNDER, ALONG,)
AND ACROSS CERTAIN COUNTY ROADS AND)
PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT)
WITHIN THE LIMITS OF ANY INCORPORATED)
CITY OR TOWN.

No. _____

ORDER AND AGREEMENT FOR
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of OLSEN BROTHERS RANCHES LLC, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove ELECTRICAL LINES AND IRRIGATION SYSTEM AND ALL FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington,

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	8/1/11	Execute Contract	<u> X </u>
Subject:	Work Crew 5 (Toyota Center)	Pass Resolution	<u> X </u>
Prepared by:	<u>D Pettey</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>Keith Mercer / Ryan Lukson</u>	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

Benton County had an Agreement with the City of Kennewick for the purpose of having Benton County provide work crew(s) to the Toyota Center (previously the Tri-Cities Coliseum) effective September 1, 2003 and renewing automatically in one-year increments via Resolutions 03-697 and 04-033.

The previous contract was through the City of Kennewick and billed directly to VenuWorks (the management company for the Coliseum). VenuWorks reimbursed the County 75% of the total cost of Work Crew 5. In addition, all L&I claims were processed by VenuWorks. The Sheriff's Office was then notified by VenuWorks that they would no longer be processing the L&I claims and that the County would be responsible since the workers are Benton County Inmates and thus Benton County's responsibility. In addition, the County was no longer comfortable billing VenuWorks directly and desired a contract that dealt with the Toyota Center through the City of Kennewick. This warranted the need to enter into a new contract directly with the City of Kennewick where they would reimburse 100% of the total cost of Work Crew 5.

SUMMARY

RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes.

The Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law and the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

Individuals on the work crew can provide a benefit to the public at minimal cost and the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County.

RECOMMENDATION

The Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to the Toyota Center. The Agreement shall be effective from January 1, 2011 through December 31, 2012 and thereafter renewing automatically in two-year increments.

FISCAL IMPACT

Expenditures will not be affected by the new contract. Reimbursements for Work Crew 5 will increase since we will now be receiving payments equal to 100% of the expenditures incurred (as opposed to 75%).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK FOR THE PURPOSE OF HAVING BENTON COUNTY PROVIDE WORK CREW(S) TO THE TOYOTA CENTER COLISEUM IN KENNEWICK, WA

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; and

WHEREAS, Benton County had an Agreement with the City of Kennewick for the purpose of having Benton County provide work crew(s) to the Toyota Center (previously the Tri-Cities Coliseum) effective September 1, 2003 and renewing automatically in one-year increments via Resolutions 03-697 and 04-033; and

WHEREAS, the Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to the Toyota Center; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Agreement for the purpose of having Benton County provide work crew(s) to the Toyota Center and authorizes the Board to sign the attached Agreement between Benton County and the City of Kennewick; and

BE IT FURTHER RESOLVED, the attached Agreement shall be effective from January 1, 2011 through December 31, 2012 and thereafter renewing automatically in two-year increments.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**AGREEMENT BETWEEN BENTON COUNTY AND
CITY OF KENNEWICK
FOR THE PROVISION OF WORK CREWS**

THIS AGREEMENT is entered into by and between Benton County (hereinafter "County") and the City of Kennewick (hereinafter "City") for the purpose of having Benton County provide work crew(s) to the City of Kennewick at the Coliseum located at 7100 West Grandridge Boulevard, Kennewick, WA 99336 for monetary compensation.

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County.

NOW, THEREFORE:

The parties mutually agree as follows:

1. **Purpose of Agreement:**

The purpose of this agreement is to provide an alternative to incarceration for appropriate for non-violent offenders to reduce the demand for jail facilities and provide useful public services at minimal cost.

2. **Responsibilities of Benton County:**

- a. Benton County, through the Sheriff's Office Bureau of Corrections, will provide transportation and supervision for all work crews unless otherwise agreed by the City and the County.
- b. Inmates must meet requirements established by the County to be eligible for work crews. One requirement is that the sentencing judge or court commissioner

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	8/1/11	Execute Contract	<u> X </u>
Subject:	Mathew's Auto Body	Pass Resolution	<u> X </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>Keith Mercer & Ryan Brown</u>	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

The Benton County Sheriff's Office had a contract with Mathews Auto Body for as needed automobile body repair for 2009 via Resolution 09-034. The Sheriff's Office currently has a contract with Jack's Auto Body to perform similar as needed automobile body repair. However, having 2 body shop contracts would allow flexibility for the Sheriff's Office in terms of cost and availability.

SUMMARY

RECOMMENDATION

The Benton County Sheriff's Office recommends entering into another contract with Mathews Auto Body for the calendar years of 2011 and 2012.

FISCAL IMPACT

The total anticipated expenditures for 2011 and 2012 shall not exceed \$40,000.00 including WSST.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING RICHARD E. MATHEWS, DOING BUSINESS AS MATHEWS AUTO BODY, A PERSONAL SERVICE CONTRACT FOR AS NEEDED AUTOMOBILE BODY REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Benton County Sheriff's Office had a contract with Mathews Auto Body for as needed automobile body repair for 2009 via Resolution 09-034; and

WHEREAS, the Benton County Sheriff's Office recommends entering into another contract for 2011 and 2012; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Richard E. Mathews doing business as Mathews Auto Body in an amount not to exceed \$40,000.00 including WSST; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached personal service contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences January 1, 2011 and expires on December 31, 2012.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor;

D. Pettey
1

**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 Richard E. Mathews, doing business as Mathews Auto Body, with his principal offices at 614 W. Columbia Dr, 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 the following documents

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified within a reasonable time under industry standards.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. "As needed" automobile body repair for the Benton County Sheriff's Office fleet motor vehicles.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other

information that may be pertinent and necessary, or as may be requested by the COUNTY.

- f. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, pricing, or any other factors deemed important to the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Ryan Mathews
614 W. Columbia Dr.
Kennewick, WA 99336
509-582-9713

- b. For COUNTY:

Julie Thompson,
Administrative Assistant
7122 W. Okanogan Place Bldg. B
Kennewick, WA 99336
509-735-6555 ext 3273

5. COMPENSATION

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

- a. Service Rates and Parts/Equipment Costs: Rates and costs will be determined at the time services are needed in a form of a written quote that will be submitted to the COUNTY prior to commencement of work on a particular vehicle.
- b. The maximum total amount payable for service and parts by the COUNTY to the CONTRACTOR under this Contract shall not exceed forty thousand dollars (\$40,000.00) in the aggregate, including WSST.
- c. The COUNTY is not obligated to make payment for any work performed by the CONTRACTOR, except for work described in a written quote.

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

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

Benton County

Department of Public Works

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

July 26, 2011

BOARD OF COUNTY COMMISSIONERS

Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Whitstran Heights Water Association

Commissioners:

Whitstran Heights Water Association has filed a petition to continue a nonexclusive franchise for a domestic water system and all 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:

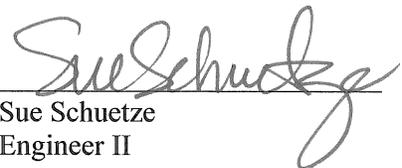
1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities 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