

*August 2, 2010*

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
July 26, 2010, 8:30 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** County Administrator David Sparks (Vacation)

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Rosie Sparks and Van Petty, Auditor's Office; Human Services Administrator Ed Thornbrugh; Treasurer Duane Davidson; Karen Richardson and Sam Schneider, Treasurer' Office; Safety Coordinator Bryan Perry; Auditor Brenda Chilton; Public Works Manager Steve Becken; Malcolm Bowie, Public Works; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Reid Hay, PA's Office; Eric Hsu, OPD; Jacki Lahtinen, District Court; Pat Austin, Superior Court; Clerk Josie Delvin; Judge Carrie Runge.

Workshop Agenda

Treasurer Report

Duane Davidson apprised the Board of recent accomplishments and certifications received by his office, and briefly discussed the following: implementation of new debt policy; bond rating review; setting aside money for application fees; investment policy (multi-departmental approach) – received a certificate of excellence; cash handling policy acknowledgment (invited to local conference and Benton County staff was asked to train on cash handling technique); received certificate of excellence in reporting.

County Showcase Letter

Adam Fyall presented the County Showcase letter to the Board and the Board agreed to add it to the consent agenda as item "v".

## NACO Report

Commissioner Bowman said he had an article on health care reform that he would give to Personnel and that NACO would continue to have webinars to assist with the new reform act.

Additionally, he said he had 109 pages of resolutions adopted by NACO, some specifically on transportation projects related to economic development, and he would provide copies to the Board if it wanted.

Additionally, he said he was officially asked to chair the Transportation Steering Committee for NACO.

## CSEPP Program Closeout

Commissioner Bowman asked about the notice received. Commissioner Benitz said the closeout was starting to develop and there were many issues arising. He said that any equipment, licensed or unlicensed and personal property was actually owned by the County and it would need to make a decision about whether to keep or dispose of it.

## Commissioner Beaver Comments

Chairman Beaver said he wanted to acknowledge Commissioner Bowman's NACO appointment and that he was also reappointed to the HAEFIC Board. Additionally, he requested someone prepare the support letter regarding nomination for Mercer Ranch as "Wildlife Farm of the Year". Mr. Fyall said he would prepare the letter.

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

## Approval of Minutes

The Minutes of July 19, 2010 were approved. Commissioner Bowman abstained since he was absent from that meeting.

## Consent Agenda

**MOTION:** Commissioner Benitz moved to approve the consent agenda items "a" through "u", adding "v" (County Showcase Letter). Commissioner Bowman seconded and upon vote, the Board approved the following:

### Animal Control

- a. Service Agreement w/Pethealth Software Solutions, Inc.
- b. Reimbursable Payment to G2 Commercial Construction, Inc.

### Assessor

- c. Line Item Transfer, Fund No. 0000-101, Dept. 101

### Auditor

- d. Line Item Transfer, Fund No. 0111-101, Dept. 000

Commissioners

- e. Letter to Teamsters Local Union
- f. Letter to City of Kennewick Chief of Police

Facilities

- g. Terminating Public Works Contract w/Barrich, Inc.; Rescinding Resolution 09-188

Fairgrounds

- h. Temporary Pedestrian Bridge Agreement w/Benton Franklin Fair Association

Human Services

- i. Contract Amendment, #09/10-DD-CI-01, w/Columbia Industries
- j. Contract Amendment, #09/10-DD-GW-01, w/Goodwill Industries of the Columbia, Inc.
- k. Contract Amendment, #09/10-DD-ARC-01, w/The Arc of the Tri-Cities
- l. Contract Amendment, #09/10-DD-CDC-01, w/Children's Developmental Center

Juvenile

- m. Truancy Contract w/Richland School District
- n. Connection User's Agreement w/Washington State Patrol

Personnel

- o. Appraisers Union Trust Agreement w/United Employees Benefit Trust

Public Works

- p. Interlocal Cooperative Agreement w/City of West Richland for Solid Waste Brush Bandit
- q. Authorization Setting Public Hearing for Sundance Water Association Franchise

Sheriff

- r. Line Item Transfer, Fund No. 0000-101, Dept. 118
- s. Line Item Transfer, Fund No. 0000-101, Dept. 120
- t. Line Item Transfer, Fund No. 0000-101, Dept. 120
- u. Line Item Transfer, Fund No. 0000-101, Dept. 121

Commissioners

- v. County Showcase Letter

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

**PEDA Quarterly Update**

Deb Heintz, Scott Keller, and Marv Kinney gave the PEDA Quarterly Report update and briefly discussed the following:

- Closure of ConAgra
- County Seat Removal Issue
- Historic Downtown Prosser Association
- Clore Center
- Future Growth
- Membership Drive
- Website Redesign
- Upcoming Events and Fundraisers

- Port of Benton – property purchases/transactions, Crow Butte Park (lost investment from Klickitat County); airport upgrade and relocation

The Board briefly recessed, reconvening at 9:25 a.m.

### **Risk Pool Annual Presentation**

David Goldsmith and Vyrle Hill gave a Powerpoint presentation and briefly discussed the following:

- Experience Rating – staying pretty stable
- Membership and Mission
- What is Covered/Liability Program
- Insuring Agreement Changes
- Task Force Conclusions and Recommendations
- Finances/Services/Property Programs

### **Personnel Department - Strategic Plan**

Melina Wenner and Bryan Perry discussed the Personnel Department strategic plan and touched on the following points:

- Mission Statement/Department Goals
  - Improving Customer Service
  - Controlling Workers' Compensation Costs
  - Containing Labor/Health Insurance Costs
  - Safety/Risk Management Training Programs
  - Develop Risk Management Guidelines
  - Update Civil Service Policies and Procedures

The Board briefly recessed, reconvening at 10:25 a.m.

### **Public Hearing – MacKay and MacDonald/Lewis Clark Ranch Franchise**

Steve Becken summarized the petition filed by MacKay and MacDonald/Lewis Clark Ranch to continue a nonexclusive franchise for irrigation and drainage system. He said that based upon the current franchise requirements, his office recommended approval.

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

**MOTION:** Commissioner Benitz moved to approve the application for franchise as presented. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 10:30 a.m.

## Public Hearing – Building Code Ordinance Amendments

Steve Brown and Ken Williams presented the amendments to the Building Code Ordinance. Mr. Brown said the State adopted new codes effective July 1, 2010 requiring Benton County to adopt the minimum standards.

### Adoption of the 2009 Edition of the International Building and Residential Code; BCC 3.04

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

**MOTION:** Commissioner Benitz moved to approve the resolution adopting the 2009 Edition of the International Building and Residential Codes and amending BCC 3.04. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

### Adoption of the 2009 Edition of the Uniform Plumbing Code; BCC 3.08

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

**MOTION:** Commissioner Benitz moved to approve the resolution adopting the 2009 Edition of the Uniform Plumbing Code as presented and amending BCC 3.08. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

### Adoption of the 2009 Edition of the International Mechanical Code/Fuel Gas Code; BCC 3.12

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

**MOTION:** Commissioner Benitz moved to approve the resolution adopting the 2009 Edition of the International Mechanical Code and Fuel Gas Code and amending BCC 3.12. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Commissioner Bowman suggested it would be a good idea to have a summary sheet outlining changes to ordinance amendments for any future amendments.

### Adoption of the 2009 Edition of the International Fire Code; BCC 3.16

DPA Ryan Brown said the changes to this code were not all “housekeeping” changes. He said the Fire Marshal and Fire Chiefs had been working on a substantial revamp of the code and these changes were not all mandated by state code and were discretionary.

Ken Williams said there were changes made specifically to the burning ordinance (one was requiring each fire district to pass a resolution allowing the fire marshal to issue a burn ban).

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

**MOTION:** Commissioner Benitz moved to approve the resolution adopting the 2009 Edition of the International Fire Code and other amendments as presented. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

### **Office of Public Defense – Mid-Year Report**

Eric Hsu discussed his written 2010 Mid-Year Report and discussed the following:

- District Court
  - Caseload verification system - 100% verified report
  - In-Custody Representation Team
  - Caseload forecasts
  - Urgent need for walk-in arraignment representation (estimated cost \$11,700 for remainder of 2010; \$23,400 for 2011 to Kennewick, Richland, & Prosser contracts); Interlocal agreement already provides for the service and their cost will go up proportionately. Mr. Hsu requested Board approval to move forward with this representation
  - Interlocal agreement with Cities
  - Contract compliance
  - 2009 billings/budget deficit; will be requesting a supplement in the amount of \$49,700 to cover shortfall
  - District Court Contract Negotiations
- Special Financial Analysis – Staff Attorney Program
  - Savings/Facts & Figures
- Superior Court
  - Staffing/Caseloads – maybe consider exploring a reduction of ½ contract
- Update on Investigative Services Change
- Juvenile Division - his office is planning on taking over limited contract oversight (approve expenses, investigators, and monitor contracts, essentially what he was doing for Superior Court already)
- Extraordinary Case – budget and expenditure update
- New Programs
  - Reimbursement for competency evaluations
  - Transcriptionist RFQ
  - SVP Cases – New Contracts
- Strategic Plan Progress Summary

Additionally, Mr. Hsu reviewed the summary of his study regarding indigency screening practices and discussed his recommendations.

Commissioner Benitz said he wanted to speak with David Sparks before Mr. Hsu moved forward on his recommendations.

Chairman Beaver said he was comfortable with the recommendations, including pursuing the walk-in arraignment, however, would wait until Commissioner Benitz had a chance to review the matter with Mr. Sparks. Commissioner Bowman agreed with that process.

## **Trial Court Improvement Fund – Expenditure Request**

Pat Austin, Jacki Lahtinen, and Josie Delvin presented the 2010 expenditure requests as approved and recommended by the Trial Court Improvement Committee.

**MOTION:** Commissioner Bowman moved to approve the resolution authorizing expenditures from the Trial Court Improvement Fund. Commissioner Benitz seconded and upon vote, the motion carried.

**MOTION:** Commissioner Benitz moved to approve resolution authorizing the line item transfers in the Trial Court Improvement Fund. Commissioner Bowman seconded and upon vote, the motion carried.

### **Vouchers**

Check Date: 07/23/2010  
Warrant #: 14773-14994  
Taxes #: 0710  
Total all funds: \$662,157.12

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

### **Resolutions**

10-418 Service Agreement w/Pethealth Software Solutions, Inc.  
10-419 Reimbursable Payment to G2 Commercial Construction, Inc.  
10-420 Line Item Transfer, Fund No. 0000-101, Dept. 101  
10-421 Line Item Transfer, Fund No. 0111-101, Dept. 000  
10-422 Terminating Contract w/Barrich, Inc.; Rescinding Resolution 09-188  
10-423 Temporary Pedestrian Bridge Agreement w/Benton Franklin Fair Association  
10-424 Contract Amendment, #09/10-DD-CI-01, w/Columbia Industries  
10-425 Contract Amendment, #09/10-DD-GW-01, w/Goodwill Industries of the Columbia, Inc.  
10-426 Contract Amendment, #09/10-DD-ARC-01, w/The Arc of the Tri-Cities  
10-427 Contract Amendment, #09/10-DD-CDC-01, w/Children's Developmental Center  
10-428 Truancy Contract w/Richland School District  
10-429 Connection User's Agreement w/Washington State Patrol  
10-430 Appraisers Union Trust Agreement w/United Employees Benefit Trust  
10-431 Interlocal Cooperative Agreement w/City of West Richland for Solid Waste Brush Bandit  
10-432 Authorization Setting Public Hearing for Sundance Water Association Franchise  
10-433 Line Item Transfer, Fund No. 0000-101, Dept. 118  
10-434 Line Item Transfer, Fund No. 0000-101, Dept. 120  
10-435 Line Item Transfer, Fund No. 0000-101, Dept. 120  
10-436 Line Item Transfer, Fund No. 0000-101, Dept. 121  
10-437 Adoption of Ordinance 475 Relating to Building Code

- 10-438 Adoption of Ordinance 476 Relating to Plumbing Code
- 10-439 Adoption of Ordinance 477 Relating to Mechanical Code
- 10-440 Adoption of Ordinance 478 Relating to Fire Code
- 10-441 Authorizing Purchases for the Trial Court Improvement Fund
- 10-442 Line Item Transfer – Trial Court Improvement Fund

There being no further business before the Board, the meeting adjourned at approximately 11:50 a.m.

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman

a

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 02 Aug 2010 Subject: Farmer of the Year Memo Date: 28 Jul 2010 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND**

On July 19th, the Benton Conservation District gave one of their periodic reports to the Board about things going on with the District. One of the items they mentioned was that they nominated Mercer Canyons for the state's "Wildlife Farmer of the Year" award. They mentioned that it might be helpful for the County to submit a letter of support and the Board concurred. I have attached that letter for commissioner review.

I will not be in Prosser on Monday, but I will provide an electronic copy of the letter to Marilu so that further modifications can be made if the Board desires.

I was not able to find much information about the award online, so I could not address specific criteria. My comments about Mercer are more general.

**FISCAL IMPACT**

None.

# # #

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

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

02 August 2010

Washington Association of Conservation Districts  
ATTN: John Larson  
16564 Bradley Road  
Bow, Washington 98232

**Re: Wildlife Farmer of the Year – 2010**

Dear Mr. Larson:

We are aware that Mercer Canyons, a long-time agricultural operation along the Columbia River in southwest Benton County, has been nominated for the "Wildlife Farmer of the Year" award for 2010 that is sponsored by the Association of Conservation Districts along with the Washington State Conservation Commission and the Department of Fish and Wildlife. We wish to lend our support to this nomination.

Mercer Canyons has been a trailblazer in the area of sustainable conservation practices for large-scale operations in the arid areas of Eastern Washington. Through crop selection, soil research, and irrigation practices Mercer has become a leader in water conservation; and through fallow land management, the user of cover and margin crops, and the placement of migration corridors and natural areas, they have been able to provide important habitat areas for native birds, insects, reptiles, and mammals. Mercer Canyons has shown that large-scale commercial agriculture can sustainably minimize topsoil loss, protect water quality, and enhance wildlife opportunities.

We are sure you will receive many nominations of worthy farms from across the state. We hope that you will take the opportunity to take a close look at Mercer Canyons, and we're sure you will agree that Mercer is an excellent example of sustainable agriculture that is both good for people and good for wildlife.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

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Jim Beaver, Chair

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Leo Bowman, Member

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Max E. Benitz, Jr., Member

b

# 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 109.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor, File, LSK

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:  Dept Nbr:   
 Fund Name:  Fund Nbr:

TRANSFER FROM: \_\_\_\_\_ TRANSFER TO: \_\_\_\_\_

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	1905	Temporary Help	\$500	563.200	1143	P.T. Deputy Coroner	\$3,200
563.200	3138	Field Supplies	\$1,000	563.200	1179	P.T. Deputy Coroner	\$2,000
563.200	3162	Autopsy Supplies	\$700				
563.200	4202	Telephone	\$500				
563.200	4812	Professional Services	\$500				
563.200	4301	Travel	\$1,000				
563.200	4503	Rental - Office Equipment	\$1,000				
<b>TOTAL</b>			<b>\$5,200</b>	<b>TOTAL</b>			<b>\$5,200</b>

**Explanation:**

Funds were removed from Part time coroner line item without my knowledge. I wish to replace the funds to continue to provide responses to death scenes in a timely manner.

Prepared by:  Date:   
 Approved  Denied  Date: \_\_\_\_\_

\_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
 Member

C.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2010 215  
FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**IN THE MATTER OF EXECUTION OF AN AMENDMENT FOR EXTENDING AGREEMENTS FOR DEVELOPMENTAL DISABILITIES SERVICES IN BENTON AND FRANKLIN COUNTIES BETWEEN PEOPLEWORKS TRI-CITIES AND THE DEPARTMENT OF HUMAN SERVICES, AMENDMENT #09/10-DD-PTC-01**

**WHEREAS**, the Amendment to Agreement #09/10-DD-PTC serves to extend the underlying Agreement by sixty (60) days. As herein amended, the Agreement End Date shall be August 31, 2010; and

**WHEREAS**, the consideration of the funding remains at Fee-For-Service; NOW THEREFORE

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

**BE IT FURTHER RESOLVED** that the Chairman of 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, Amendment #09/10-DD-PTC-01

Dated this . . . day of . . . . ., 2010.

Dated this 21 day of July . . . , 2010.

\_\_\_\_\_  
Chair

**Brad Peck - Absent**  
\_\_\_\_\_  
Chair

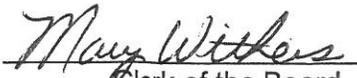
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Amendment #09/10-DD-PTC-01**

2010 215

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Peopleworks Tri-Cities, LLC**, a Washington State Limited Liability Corporation, with its principal offices at 1100 North Fork Road, Yakima, WA 98903 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Deputy Director  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Samuel J. Ankney  
Peopleworks Tri-Cities, LLC  
PO Box 8251  
Yakima, WA 98908  
Phone: 509.965.5855 / Fax: 509.965.6513  
E-Mail: [Peopleworks@nwinfo.net](mailto:Peopleworks@nwinfo.net)

Is the Contractor a subrecipient for purposes of this Agreement..... No  
CFDA Number (Federal Block Grant Funding) .....N/A

Agreement Start Date.....July 1, 2009  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) .....**August 31, 2010**

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement  
None

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:**

  
\_\_\_\_\_

Title: MANAGER Date 7/6/10

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

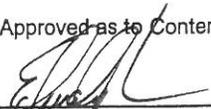
\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

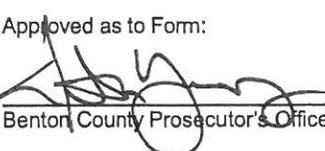
  
\_\_\_\_\_  
Franklin County Commissioners Date 7/21/2010

  
\_\_\_\_\_  
Attest: Clerk of the Board

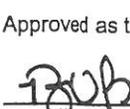
Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

**PURPOSE**

This Amendment to Agreement #09/10-DD-PTC serves to extend the underlying Agreement by sixty (60) days. As herein amended, the **Agreement End Date shall be August 31, 2010**, unless terminated sooner as set forth in the terms and provisions of the underlying Agreement. All other provisions set out in the underlying Agreement remain in full force and effect.

d.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2010 214  
FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**IN THE MATTER OF EXECUTION OF AN AMENDMENT FOR EXTENDING AGREEMENTS FOR DEVELOPMENTAL DISABILITIES SERVICES IN BENTON AND FRANKLIN COUNTIES BETWEEN PROVIDENT HORIZON GROUP AND THE DEPARTMENT OF HUMAN SERVICES, AMENDMENT #09/10-DD-PHG-01**

**WHEREAS**, the Amendment to Agreement #09/10-DD-PHG serves to extend the underlying Agreement by sixty (60) days. As herein amended, the Agreement End Date shall be August 31, 2010; and

**WHEREAS**, the consideration of the funding remains at Fee-For-Service; NOW THEREFORE

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

**BE IT FURTHER RESOLVED** that the Chairman of 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, Amendment #09/10-DD-PHG-01

Dated this . . . day of . . . . ., 2010.

Dated this 21 day of July, 2010.

\_\_\_\_\_  
Chair

**Brad Peck - Absent**  
\_\_\_\_\_  
Chair

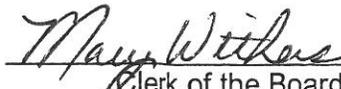
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Amendment #09/10-DD-PHG-01**

2010 214

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Entrust Community Services**, formally Provident Horizon Group, a Washington Non Profit Organization, with its principal offices at 1510 South 36<sup>th</sup> Avenue, Yakima, WA 98909 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Deputy Director  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Sherie Leadon, Chief Executive Officer  
Entrust Community Services  
PO Box 9727  
Yakima, WA 98909-0727  
Phone: 509.453.4756 / Fax: 509.453.1614  
E-Mail: [leadons@entrustcs.org](mailto:leadons@entrustcs.org)

Is the Contractor a subrecipient for purposes of this Agreement..... No  
CFDA Number (Federal Block Grant Funding) .....N/A

Agreement Start Date.....July 1, 2009

Agreement End Date (unless terminated sooner as set forth herein this Agreement) .....**August 31, 2010**

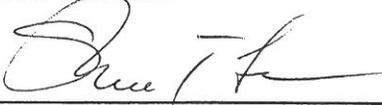
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement  
None

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:**

  
\_\_\_\_\_

Title: CEO Date 7-8-10

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

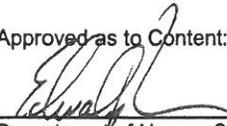
\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

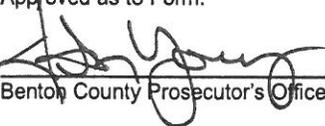
  
\_\_\_\_\_  
Franklin County Commissioners Date 7/21/2010

  
\_\_\_\_\_  
Attest: Clerk of the Board

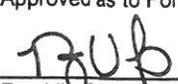
Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

## PURPOSE

This Amendment to Agreement #09/10-DD-PHG serves to extend the underlying Agreement by sixty (60) days. As herein amended, the **Agreement End Date shall be August 31, 2010**, unless terminated sooner as set forth in the terms and provisions of the underlying Agreement. All other provisions set out in the underlying Agreement remain in full force and effect.

## BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

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

### BACKGROUND INFORMATION

The Department of Human Services (DHS) contracts with Ambitions of Washington, Inc. to provide Developmental Disabilities services in Benton and Franklin Counties. The original agreement will expire June 30, 2010. DHS would like to extend the original agreement to August 31, 2010 to allow the Division of Developmental Disabilities to send their budget amendments to the Counties without interruption of services.

### SUMMARY

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2009 to **August 31, 2010**  
**Funding Source:** Division of Developmental Disabilities

### RECOMMENDATION

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

### FISCAL IMPACT

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

### MOTION

To approve signing Amendment #09/10-DD-AWI-01 with Ambitions of Washington, Inc. and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**IN THE MATTER OF EXECUTION OF AN AMENDMENT FOR EXTENDING AGREEMENTS FOR DEVELOPMENTAL DISABILITIES SERVICES IN BENTON AND FRANKLIN COUNTIES BETWEEN AMBITIONS OF WASHINGTON, INC. AND THE DEPARTMENT OF HUMAN SERVICES, AMENDMENT #09/10-DD-AWI-01**

**WHEREAS**, the Amendment to Agreement #09/10-DD-AWI serves to extend the underlying Agreement by sixty (60) days. As herein amended, the Agreement End Date shall be August 31, 2010; and

**WHEREAS**, the consideration of the funding remains at Fee-For-Service; NOW THEREFORE

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

**BE IT FURTHER RESOLVED** that the Chairman of 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, Amendment #09/10-DD-AWI-01

Dated this . . . day of . . . . ., 2010.

Dated this . . . day of . . . . ., 2010.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
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

P.

## BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
<b>County Designated Mental Health Professional Appointment</b>	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

### BACKGROUND INFORMATION

It is the Counties' responsibility to appoint County Designated Mental Health Professionals (CDMHP) as defined in WAC 388-865-0245 to perform the duties specified in Chapters 71.05, 71.34 and 70.96A RCW. Robin Meyers has completed her education and/or experience requirements as specified in WAC 388-865-0245.

### RECOMMENDATION

- Sign the resolution to accept the appointment of Robin Myers

### FISCAL IMPACT

There is no impact on the current expense budget.

### MOTION

To accept and sign the Resolution accepting the CDMHP appointment and authorize the Chairs of each county to sign on behalf of the Board.

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF APPOINTING COUNTY-DESIGNATED MENTAL HEALTH PROFESSIONALS**

**WHEREAS**, it is the Counties' responsibility to appoint County-Designated Mental Health Professionals (CDMHPs) as defined in WAC 388-865-0245 to perform the duties specified in Chapters 71.05, 71.34 and 70.96A RCW; and

**WHEREAS**, individuals employed by Benton and Franklin Counties' Department of Human Services Crisis Response Unit perform the CDMHP duties for Benton and Franklin Counties; and

**WHEREAS**, the Crisis Response Unit wishes to appoint Robin Meyers as a CDMHP since she now meets the educational and/or experience requirements as specified in WAC 388-865-0245; and

**WHEREAS**, the list of appointed County Designated Mental Health Professionals is attached as Exhibit A, and is updated to include Robin Myers and deleting Patrick C. R. Brunk, who no longer works for the Crisis Response Unit; **NOW THEREFORE**,

**BE IT RESOLVED**, that Patrick C. R. Brunk be terminated as a County Designated Mental Health Professional and that Robin Myers be appointed as a County Designated Mental Health Professional; and

**BE IT FURTHER RESOLVED**, that appointments of County Designated Mental Health Professionals shall be limited to the period during which they are assigned to perform the functions of a CDMHP and are employed by the Crisis Response Unit of Benton and Franklin Counties.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2010

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2010

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Chair Pro-Tem

\_\_\_\_\_  
Chair 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

cc: Franklin County  
Benton County  
Human Services

Carey

---

**EXHIBIT A**

---

**COUNTY DESIGNATED  
MENTAL HEALTH PROFESSIONALS**

Dated: July 15, 2010

<u>NAME</u>	<u>DATE APPOINTED</u>
James C. Laws	January, 1992
James Tutwiler	April, 1994
Randi Hankins	July, 1996
Kyle Sullivan	February, 1998
Kathleen Laws	September, 2000
Cristina Maldonado	February, 2004
Gordon Cable	June, 2004
Hector DeLeon	February, 2006
Tony Larsen	January, 2007
Karin Cagle	July, 2008
Kellie Benson	January, 2009
Kathy Mills-George	July, 2009
Edward Thornbrugh	May, 2009
Carlos Alvarez	June, 2009
Robin Myers	July, 2010

9.

## BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution authorizing the Administrator of Human Service to sign certain documents	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

### BACKGROUND INFORMATION

The Counties, through the Department of Human Services, usually execute contracts for services with Washington State, Department of Social and Health Services, or other State and Federal agencies, and then often implement these services through a series of subcontracts. Due to time constrictions, contract and/or amendments are often signed after the implementation date of services. The Department of Human Services would like to recommend that Joint Resolution #90-176, Benton County, dated May 14, 1990 and # 90-72, Franklin County, dated May 9, 1990 authorizing the Director of Human Services to execute and sign contracts, subcontracts and amendments, be rescinded and the new resolution be adopted.

### SUMMARY

The Administrator would be able to execute certain types of contracts and or amendments, such as technical errors, routine Vendor Rate Increases, Incorporation of requirements set forth by State or Federal changes and subcontracts of \$10,000 or less and other specific contracts on an individually authorized basis.

### RECOMMENDATION

Sign the resolution

### MOTION

To accept and approve the resolution to authorize the Administrator of Human Services to execute and sign certain contracts and subcontracts on behalf of the joint boards of county commissioners of Benton and Franklin Counties and rescinding Joint Resolution #90-176, Benton County, dated May 14, 1990 and # 90-72, Franklin County, dated May 9, 1990.

**JOINT RESOLUTION**

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE ADMINISTRATOR OF HUMAN SERVICES OF BENTON AND FRANKLIN COUNTIES TO EXECUTE AND SIGN CERTAIN CONTRACTS AND SUBCONTRACTS AND AMENDMENTS ON BEHALF OF THE JOINT BOARDS OF COMMISSIONERS FOR BENTON AND FRANKLIN COUNTIES AND TO RESCIND JOINT RESOLUTION 90-176, BENTON COUNTY, DATED MAY 14, 1990 AND 90-72, FRANKLIN COUNTY, DATED MAY 9, 1990.**

**WHEREAS**, the Counties, through the Department of Human Services, usually execute contracts for services with Washington State, Department of Social and Health Services, or other State and Federal agencies, and then often implement these services through a series of subcontracts; and,

**WHEREAS**, in the course of contracting and subcontracting, there are many instances requiring technical, pass through, reconciliation and/or minor changes; and,

**WHEREAS**, it is the best interest of the public to expedite these routine, predictable and minor changes; **NOW THEREFORE**,

**BE IT RESOLVED** that the Administrator of the Benton and Franklin Counties' Department of Human Services is hereby authorized to execute contracts and amendments as follows:

- Technical errors such as word changes, date corrections, typing errors in budgets and narratives, and items that are simply incorrect for some inadvertent reason,
- Passing on the routine Vendor Rate Increases established by the Legislature based on an equitable formula,
- Incorporation of requirements set forth by State or Federal changes such as new non-discrimination language or AIDS requirements,
- Subcontracts of \$10,000 or less, and, other specific contracts on an individually authorized basis.

Dated this . . . .day of . . . . ., 2010.

Dated this . . . .day of . . . . ., 2010.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro-tem

\_\_\_\_\_  
Chair Pro-tem

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

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

Attest \_\_\_\_\_  
Clerk of the Board

Attest \_\_\_\_\_  
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 90 176

FRANKLIN COUNTY RESOLUTION NO. 90-72

IN THE MATTER OF AUTHORIZING THE DIRECTOR OF HUMAN SERVICES OF BENTON AND FRANKLIN COUNTIES TO EXECUTE AND SIGN CERTAIN CONTRACTS AND SUBCONTRACTS AND AMENDMENTS ON BEHALF OF THE JOINT BOARDS OF COMMISSIONERS FOR BENTON AND FRANKLIN COUNTIES.

WHEREAS, the Counties, through the DHS, usually execute contracts for services with Washington State, Department of Social and Health Services, or other State and Federal agencies, and then often implement these services through a series of subcontracts; and,

WHEREAS, in the course of contracting and subcontracting there are many instances requiring technical, pass through, reconciliation and/or minor changes; and,

WHEREAS, it is in the best interest of the public to expedite these routine, predictable and minor changes; NOW THEREFORE,

BE IT RESOLVED that the Director of the Benton-Franklin Counties Department of Human Services is hereby authorized to execute contracts and amendments as follows:

Technical errors such as word changes, date corrections, typing errors in budgets and narratives, and items that are simply incorrect for some inadvertent reason.

Passing on the routine Vendor Rate Increases established by the Legislature based on an equitable formula approved by the appropriate advisory board.

Incorporation of requirements set forth by State or Federal changes such as new non-discrimination language or AIDS requirements.

Subcontracts of \$10,000.00 or less, and, other specific contracts on an individually authorized basis.

BENTON COUNTY  
BOARD OF COMMISSIONERS

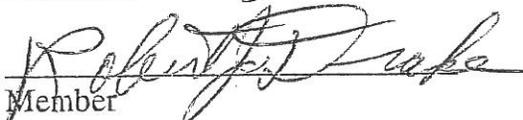
FRANKLIN COUNTY  
BOARD OF COMMISSIONERS

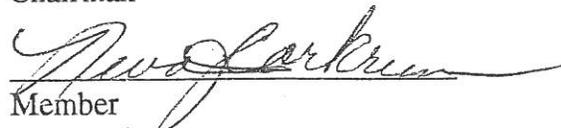
DATED this 14<sup>th</sup> day of May, 1990

DATED this 9<sup>th</sup> day of May, 1990

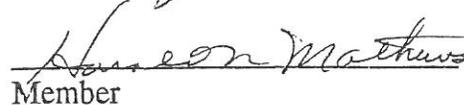
  
Chairman

  
Chairman

  
Member

  
Member

  
Member

  
Member

Attest:

Attest:

  
Clerk of the Board

  
Clerk of the Board

h.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE PORTABLE RADIO MAINTENANCE AGREEMENT BETWEEN WASHINGTON COMMUNICATIONS LLC, DOING BUSINESS AS DAY WIRELESS SYSTEMS, AND BENTON COUNTY, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF CUSTODY DEPARTMENT 120.

**WHEREAS**, the Benton County Sheriff's Office Custody Department 120 has 80 XTS potable radios; and

**WHEREAS**, Resolution 09 476 authorized a Radio Maintenance Agreement for the 80 XTS radios which expired July 31, 2010; and

**WHEREAS**, the cost of continuing the Radio Maintenance Agreement for the 80 XTS radios is \$679.80 per month including WSST; and

**WHEREAS**, the Benton County Sheriff's Office recommends continuing the Radio Maintenance Agreement with Washington Communications LLC, doing business as Day Wireless Systems; **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 authorizes the Chairman to sign the attached Radio Maintenance Agreement with Washington Communications LLC, doing business as Day Wireless Systems, for a contract amount of \$649.80 per month including WSST; and

**BE IF FURTHER RESOLVED** that the term of the attached Technical Support Agreement commences August 1, 2010 and expires on July 31, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board



# MAINTENANCE AGREEMENT

www.daywireless.com

FCC LICENSEE		
COMPANY NAME Benton County Jail		
ADDRESS 7122 W Okanogan		
CITY Kennewick	STATE WA	ZIP 99337

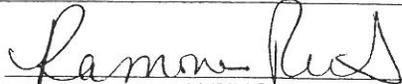
Company Number		
<input type="checkbox"/> 03	<input type="checkbox"/> 13	<input checked="" type="checkbox"/> 18
<input type="checkbox"/> 04	<input type="checkbox"/> 15	<input type="checkbox"/> 20
<input type="checkbox"/> 11	<input type="checkbox"/> 16	<input type="checkbox"/> _____
CUSTOMER NO. 33255	SHOP NO. 1806	
AGREEMENT DATE 7-16-10	CONTRACT NO. 1981-00	
DATE MAINTENANCE BEGINS 8-01-2010	TAX Y	
DATE MAINTENANCE ENDS 07-31-2011	STATE WA	
NEGOTIATED BY Ramona Reitan	COUNTY CODE 302	

NEW     
  SUPERSEDE     
  ADD/UPDATE     
  DELETE     
  CANCEL

BILLING PERIOD     
  MONTHLY     
  QUARTERLY     
  SEMI ANNUAL     
  ANNUAL

NO. UNITS	DESCRIPTION	TYPE	PLACE OF SERVICE	MONTHLY FEES	
				PER UNIT	TOTAL
	205CJM6172, 205CJM6173, 205CJM6174, 205CJM6207				
	205CJM6175, 205CJM6176, 205CJM6177, 205CJM6178				
	205CJM6179, 205CJM6180, 205CJM6181, 205CJM6182				
	205CJM6183, 205CJM6184, 205CJM6185, 205CJM6186				
	205CJM6187, 205CJM6188, 205CJM6189, 205CJM6190				
	205CJM6191, 205CJM6192, 205CJM6193, 205CJM6194				
	205CJM6195, 205CJM6196, 205CJM6197, 205CJM6198				
	205CJM6199, 205CJM6200, 205CJM6201, 205CJM6202				
	205CJM6203, 205CJM6204, 205CJM6205, 205CJM6206				
			80 Units	7.50	\$600.00
	NOTE: contract does not cover liquid or physical damage		Tax	8.3%	\$ 49.80
	Covers the radio only, no accessories.		total monthly charge		\$649.80

THE TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT ARE PRINTED ON THE SECOND PAGE

CLIENT		DAY WIRELESS SYSTEMS	
FCC LICENSEE	DATE	7/20/10	
WITNESS	WITNESS		
_____		 AUTHORIZED SIGNATURE	
AUTHORIZED SIGNATURE			



# MAINTENANCE AGREEMENT

www.daywireless.com

FCC LICENSEE		
COMPANY NAME Benton County Jail		
ADDRESS 7122 W Okanogan		
CITY Kennewick	STATE WA	ZIP 99337

Company Number		
<input type="checkbox"/> 03	<input type="checkbox"/> 13	<input checked="" type="checkbox"/> 18
<input type="checkbox"/> 04	<input type="checkbox"/> 15	<input type="checkbox"/> 20
<input type="checkbox"/> 11	<input type="checkbox"/> 16	<input type="checkbox"/> _____
CUSTOMER NO. 33255	SHOP NO. 1806	
AGREEMENT DATE 7-16-10	CONTRACT NO. 1981-00	
DATE MAINTENANCE BEGINS 08-01-2010	TAX Y	
DATE MAINTENANCE ENDS 07-31-2011	STATE WA	
NEGOTIATED BY Ramona Reitan	COUNTY CODE 302	

NEW     
  SUPERSEDE     
  ADD/UPDATE     
  DELETE     
  CANCEL

BILLING PERIOD     
  MONTHLY     
  QUARTERLY     
  SEMI ANNUAL     
  ANNUAL

NO. UNITS	DESCRIPTION	TYPE	PLACE OF SERVICE	MONTHLY FEES	
				PER UNIT	TOTAL
80	XTS2500 Portable radios: serial numbers defined below	134	Depot	7.50	600.00
	205CFT3893, 205CFT3896, 205CFT3897, 205CFT3891				
	205CFT3892, 205CFT3898, 205CFT3895, 205CFT3890				
	205CFT3894, 205CGD1970, 205CGD1960, 205CGD1962				
	205CGD1967, 205CGD1964, 205CGD1963, 205CGD1966				
	205CGD1968, 205CGD1969, 205CGD1961, 205CGD1965				
	205CHD1136, 205CJM6149, 205CJM6150, 205CJM6151				
	205CJM6152, 205CJM6153, 205CJM6154, 205CJM6155				
	205CJM6156, 205CJM6157, 205CJM6158, 205CJM6159				
	205CJM6160, 205CJM6161, 205CJM6162, 205CJM6163				
	205CJM6164, 205CJM6165, 205CJM6166, 205CJM6167				
	205CJM6168, 205CJM6169, 205CJM6170, 205CJM6171				
	CONTINUED ON PAGE 2				

THE TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT ARE PRINTED ON THE SECOND PAGE

CLIENT		DAY WIRELESS SYSTEMS	
FCC LICENSEE	DATE	7/20/10	
WITNESS	WITNESS	[Signature]	
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE	[Signature]	

NOTE: Make sure the second page is initialed by the customer.

# DAY WIRELESS SYSTEMS

# MAINTENANCE AGREEMENT

## TERMS & CONDITIONS

1. **DEFINITIONS.** "DWS" shall mean Day Wireless Systems. "Licensee" shall mean and apply to the FCC Licensee, or the User, or the Purchaser of the equipment to be maintained by the terms of this agreement.
2. **PERFORMANCE OF MAINTENANCE.** DWS agrees to provide maintenance (as defined below) for the Licensee of the equipment described on the previous page of this agreement beginning and ending on the dates indicated in consideration of Licensee's payment of the monthly maintenance charges. Maintenance shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage.
3. **MAINTENANCE STANDARDS.**
  - a. The equipment will be maintained by DWS in accordance with these standards: (I) Motorola parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required. Maintenance service does not insure uninterrupted operation of the equipment.
  - b. EXCEPT FOR THE FOREGOING, DWS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **TIME AND PLACE OF MAINTENANCE WORK.** Maintenance work on the base station and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light, and power at the locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the previous page of this agreement.
5. **EXCLUSIONS.**
  - a. This agreement does not include maintenance of any transmission line, antennas, tower, or tower lighting, unless such work is described on the previous page of this agreement, such maintenance may be furnished upon request at mileage, materials, and labor rates prevailing at the time of each call.
  - b. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject.
6. **PAYMENT.**
  - a. DWS shall invoice Licensee on a monthly, quarterly, semi annual or annual basis for all amounts due under this agreement. Licensee agrees that payment shall be made in ten (10) days after the date of the invoice.
  - b. Each invoice shall be due and payable whether or not the equipment is operating, and DWS may terminate this agreement by giving Licensee ten (10) days notice by certified mail if the Licensee defaults in its payment to DWS.
7. **FCC RECORDS.** Application and statements of fact when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, DWS will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting those requirements.
8. **INTERRUPTION OF SERVICE.** The Licensee shall notify DWS in the event of the failure or malfunction of the unit. If DWS fails to repair the unit within a reasonable time, the Licensee shall notify the Headquarters Office in writing. After said notice from the Licensee to the Headquarters Office, DWS shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate

allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of DWS.

9. **FORCE MAJEURE.** DWS shall not be responsible for any damages, delay in performance or failure to perform under this Agreement if such damage, delay in performance, or failure to perform is caused by any acts or omissions of Licensee, fire, strike, or other labor disputes, embargo, government regulations or requirements (legislative, judicial, military or otherwise), power failure, electrical power surges or current fluctuations, lightning strike, flood war, water, the elements, or other forces of nature, delays or failures of transportation, equipment shortages, suppliers' failures or other causes beyond its reasonable control, whether or not similar to the foregoing.
10. **AUTOMATIC RENEWAL.** After the "Date Maintenance Ends" indicated on the previous page of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either DWS or the Licensee may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein.
11. **WAIVER.** Failure or delay on the part of DWS to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
12. **PRIOR NEGOTIATIONS.** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.
13. **AMENDMENT.** No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of DWS and an authorized agent of the Licensee.
14. **CONTROLLING LAW.** The parties agree that the terms of this Agreement shall be interpreted in accordance with the laws of the state of Oregon. Licensee agrees that venue of any action to enforce this Agreement shall be in Multnomah County, Oregon.
15. **WAIVER OF BREACH.** The waiver by DWS of any term under this Agreement is not a waiver of any other term or the waiver of the same term at any other time.
16. **NOTICES.** Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and either hand delivered or sent by certified first class mail, postage prepaid, to the Licensee's address on the face of this Agreement and to DWS at 4700 SE International Way, Milwaukie, OR 97222.
17. **ATTORNEYS' FEES.** In the event DWS retains an attorney to compel compliance with the terms of this Agreement, DWS shall be entitled to recovery attorneys' fees, collection costs incurred, and any other associated fees and charges.
18. **SEVERABILITY.** If any portion of this Agreement is declared invalid, the remainder of this Agreement shall continue to be binding upon the parties.
19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between Licensee and DWS. This Agreement may be amended only by written instrument executed by both parties.
20. **LIMITATION OF LIABILITY.** In no event shall DWS be responsible to the Licensee for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. DWS's liability to the Licensee, if any, shall in no event exceed the total amount paid hereunder to DWS by the Licensee.



CUSTOMER INITIAL

DATE

Date 7/16/10 Time 12:49:12  
 User RELIANK

18 Day Wireless Systems (18)  
 CONTRACT LISTING -- EQUIPMENT DETAIL

Page 1  
 CNRPCN

Sort - 1

SELECTION CRITERIA: Customer - 33255

Customer 33255 Benton Co Jail  
 7122 W Okanogan  
 Box B  
 Kennewick WA 99336-2359

Contract Number - 1981-00 Contract Type - CM Status - A Sort - 1  
 Contract Type 1981-00 Status Bill Amount Frequency Annual Amount  
 1806 1981-00 8/01/09 A 600.00 M 7,200.00  
 CM Comp NA current 7/31/11 6/22/10

Shop Contract Start Date Expiration Date Status Bill Amount Frequency Annual Amount  
 1806 1981-00 8/01/09 A 600.00 M 7,200.00

Contract Type 1981-00 Status Bill Amount Frequency Annual Amount  
 1806 1981-00 8/01/09 A 600.00 M 7,200.00

CM Comp NA current 7/31/11 6/22/10

Box B

Kennewick WA 99336-2359

EQUIPMENT TYPE DATE ADDED SERIAL NUMBER

134 Portable Radio, Standard 90 7.50

EQUIPMENT TYPE	DATE ADDED	SERIAL NUMBER	PIECES-AMOUNT/UNIT	SERVICE HR	WHERE	ITEM DESCRIPTION	TAG
			UNIT/LOC/VEH/IMEI	ITEM NUMBER			
	7/06/09	205CFT3890		XTS2500	DP		
	7/06/09	205CFT3891		XTS2500	DP		
	7/06/09	205CFT3892		XTS2500	DP		
	7/06/09	205CFT3893		XTS2500 PORTABLE	DP		15489
	7/06/09	205CFT3894		XTS2500	DP		
	7/06/09	205CFT3895		XTS2500	DP		
	7/06/09	205CFT3896		XTS2500 PORTABLE	DP		
	7/06/09	205CFT3897		XTS2500	DP		
	7/06/09	205CFT3898		XTS2500	DP		
	7/06/09	205CGD1960		XST2500	DP		
	7/06/09	205CGD1961		XTS2500	DP		
	7/06/09	205CGD1962		XTS2500	DP		
	7/06/09	205CGD1963		XTS2500	DP		
	7/06/09	205CGD1964		XTS2500	DP		
	7/06/09	205CGD1965		XTS2500	DP		
	7/06/09	205CGD1966	16138	XTS2500	DP		
	7/06/09	205CGD1967		XTS2500	DP		
	7/06/09	205CGD1968		XTS2500	DP		
	7/06/09	205CGD1969		XTS2500	DP		

EQUIPMENT TYPE	DATE ADDED	SERIAL NUMBER	PIECES-AMOUNT/UNIT	SERVICE HR	WHERE	ITEM DESCRIPTION	TAG
			UNIT/LCC/VEH/IMEI	ITEM NUMBER			
	7/06/09	205CGD1970		XTS2500		DP	
	7/06/09	205CHD1136		XTS2500		DP	
	7/06/09	205CJM6149		XTS2500		DP	
	7/06/09	205CJM6150		XTS2500		DP	
	7/06/09	205CJM6151		XTS2500		DP	
	7/06/09	205CJM6152		XTS2500		DP	
	7/06/09	205CJM6153		XTS2500		DP	
	7/06/09	205CJM6154		XTS2500		DP	
	7/06/09	205CJM6155		XTS2500		DP	
	7/06/09	205CJM6156		XTS2500		DP	
	7/06/09	205CJM6157		XTS2500		DP	
	7/06/09	205CJM6158		XTS2500		DP	
	7/06/09	205CJM6159		XTS2500		DP	
	7/06/09	205CJM6160		XTS2500		DP	
	7/06/09	205CJM6161		XTS2500		DP	
	7/06/09	205CJM6162		XTS2500		DP	
	7/06/09	205CJM6163		XTS2500		DP	
	7/06/09	205CJM6164		XTS2500		DP	
	7/06/09	205CJM6165		XTS2500		DP	
	7/06/09	205CJM6166		XTS2500		DP	
	7/06/09	205CJM6167		XTS2500		DP	
	7/06/09	205CJM6168		XTS2500		DP	
	7/06/09	205CJM6169		XTS2500		DP	
	7/06/09	205CJM6170		XTS2500		DP	
	7/06/09	205CJM6171		XTS2500		DP	17539

EQUIPMENT TYPE	DATE ADDED	SERIAL NUMBER	PIECES AMOUNT/UNIT	UNIT/LOC/VEH/IMEI	SERVICE HR	ITEM NUMBER	WHERE	ITEM DESCRIPTION	TAG
DP	7/06/09	205CJM6172				XTS2500	DP		
DP	7/06/09	205CJM6173				XTS2500	DP		
DP	7/06/09	205CJM6174				XTS2500	DP		
DP	7/06/09	205CJM6175				XTS2500	DP		
DP	7/06/09	205CJM6176				XTS2500	DP		
DP	7/06/09	205CJM6177				XTS2500	DP		
DP	7/06/09	205CJM6178				XTS2500	DP		
DP	7/06/09	205CJM6179				XTS2500	DP		
DP	7/06/09	205CJM6180				XTS2500	DP		
DP	7/06/09	205CJM6181				XTS2500	DP		
DP	7/06/09	205CJM6182				XTS2500	DP		
DP	7/06/09	205CJM6183				XTS2500	DP		
DP	7/06/09	205CJM6184				XTS2500	DP		
DP	7/06/09	205CJM6185				XTS2500	DP		
DP	7/06/09	205CJM6186				XTS2500	DP		
DP	7/06/09	205CJM6187				XTS2500	DP		
DP	7/06/09	205CJM6188				XTS2500	DP		
DP	7/06/09	205CJM6189				XTS2500	DP		
DP	7/06/09	205CJM6190				XTS2500	DP		
DP	7/06/09	205CJM6191				XTS2500	DP		
DP	7/06/09	205CJM6192				XTS2500	DP		
DP	7/06/09	205CJM6193				XTS2500	DP		
DP	7/06/09	205CJM6194				XTS2500	DP		
DP	7/06/09	205CJM6195				XTS2500	DP		
DP	7/06/09	205CJM6196	17568			XTS2500	DP		

SELECTION CRITERIA: Customer - 33255 Contract Number - 1981-00 Contract Type - CM Status -

33255 Benton Co Jail 1981-00 (Continued)

<u>DATE ADDED</u>	<u>SERIAL NUMBER</u>	<u>PIECES-AMOUNT/UNIT</u>	<u>SERVICE HR</u>	<u>ITEM NUMBER</u>	<u>WHERE</u>	<u>ITEM DESCRIPTION</u>	<u>TAG</u>
7/06/09	205CJM6197			XTS2500	DP		
7/06/09	205CJM6198			XTS2500	DP		
7/06/09	205CJM6199			XTS2500	DP		
7/06/09	205CJM6200			XTS2500	DP		
7/06/09	205CJM6201			XTS2500	DP		
7/06/09	205CJM6202			XTS2500	DP		
7/06/09	205CJM6203			XTS2500	DP		
7/06/09	205CJM6204			XTS2500	DP		
7/06/09	205CJM6205			XTS2500	DP		
7/06/09	205CJM6206			XTS2500	DP		
7/06/09	205CJM6207			XTS2500	DP		

995 DEPOT REPAIR 1 .00

8/18/09 DEPOT 1981-00 DEPOT REPAIR COST DEPOT REPAIR 12 Depot Repair -MUST BE O

Total Annual Amount: 7,200.00

9:05

WSU Workshop Pathways Project  
M. Ophardt

Steven W. Becken  
Public Works Manager

Malcolm Bowie  
County Engineer

PH 9:25

# Benton County

## Department of Public Works

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

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

July 28, 2010

BOARD OF COUNTY COMMISSIONERS  
Benton County Courthouse  
Prosser, WA 99350

RE: Application for Franchise: Sunheaven Farms

Commissioners:

Sunheaven Farms has filed a petition to continue a nonexclusive franchise for an irrigation water system and facilities within all of unincorporated Benton County road right of way.

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

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

If you have any questions, please contact this office.

Sincerely,

---

Malcolm Bowie  
County Engineer

  
Sue Schuetze  
Engineer II

PH 9:30

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTION OF ORDINANCE NO. \_\_\_\_\_ RELATING TO LITTER CONTROL; repealing Ordinance 98, Section 2 and BCC 6.08.010; repealing Ordinance 98, Section 3, Ordinance 172, Section 1, Ordinance 214, Section 7 and BCC 6.08.020; repealing Ordinance 98, Section 4, Ordinance 214, Section 8 and BCC 6.08.030; repealing Ordinance 98, Section 5, and BCC 6.08.040; repealing Ordinance 98, Section 6, Ordinance 214, Section 9 and BCC 6.08.050; repealing Ordinance 98, Section 7 and BCC 6.08.060; repealing Ordinance 98, Section 8 and BCC 6.08.070; repealing Ordinance 98, Section 9 and BCC 6.08.080; repealing Ordinance 98, Section 10 and BCC 6.08.090; repealing Ordinance 98, Section 11 and BCC 6.08.100; repealing Ordinance 98, Section 12 and BCC 6.08.110; repealing Ordinance 98, Section 13 and BCC 6.08.120; repealing Ordinance 98, Section 14 and BCC 6.08.130; repealing Ordinance 98, Section 15 and BCC 6.08.140; repealing Ordinance 98, Section 16 and BCC 6.08.150; repealing Ordinance 98, Section 17 and BCC 6.08.160; repealing Ordinance 98, Section 18 and BCC 6.08.170; repealing Ordinance 98, Section 19 and BCC 6.08.180; repealing Ordinance 98, Section 20 and BCC 6.08.190; repealing Ordinance 98, Section 22 and BCC 6.08.200; and repealing Ordinance 98, Section 23, Ordinance 214, Section 10 and BCC 6.08.210

WHEREAS, a public hearing was advertised on July 18, 2010, and held on August 2, 2010 at 9:30 AM in the Commissioners' meeting room, on the third floor, of the Benton County Courthouse in Prosser, WA to consider a proposed ordinance that would repeal all provisions in Benton County Code Chapter 6.08; and

WHEREAS, at said hearing, the Board of Benton County Commissioners provided an opportunity for testimony both for and against the proposed repeals to ordinances 98, 172 and 214; and

WHEREAS, there was no testimony in opposition to the adoption of the proposed ordinance; and

WHEREAS, the Board of Benton County Commissioners is satisfied that it appears to be in the best interest of the public to adopt an ordinance to repeal Ordinance 98, 172 and 214 as indicated on the attached Ordinance; NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners hereby adopts Ordinance No. \_\_\_\_\_; and

BE IT FURTHER RESOLVED that said ordinance shall take effect upon its passage and adoption.

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

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to litter control; repealing Ordinance 98, Section 2 and BCC 6.08.010; repealing Ordinance 98, Section 3, Ordinance 172, Section 1, Ordinance 214, Section 7 and BCC 6.08.020; repealing Ordinance 98, Section 4, Ordinance 214, Section 8 and BCC 6.08.030; repealing Ordinance 98, Section 5 and BCC 6.08.040; repealing Ordinance 98, Section 6, Ordinance 214, Section 9 and BCC 6.08.050; repealing Ordinance 98, Section 7 and BCC 6.08.060; repealing Ordinance 98, Section 8 and BCC 6.08.070; repealing Ordinance 98, Section 9 and BCC 6.08.080; repealing Ordinance 98, Section 10 and BCC 6.08.090; repealing Ordinance 98, Section 11 and BCC 6.08.100; repealing Ordinance 98, Section 12 and BCC 6.08.110; repealing Ordinance 98, Section 13 and BCC 6.08.120; repealing Ordinance 98, Section 14 and BCC 6.08.130; repealing Ordinance 98, Section 15 and BCC 6.08.140; repealing Ordinance 98, Section 16 and BCC 6.08.150; repealing Ordinance 98, Section 17 and BCC 6.08.160; repealing Ordinance 98, Section 18 and BCC 6.08.170; repealing Ordinance 98, Section 19 and BCC 6.08.180; repealing Ordinance 98, Section 20 and BCC 6.08.190; repealing Ordinance 98, Section 22 and BCC 6.08.200; and repealing Ordinance 98, Section 23, Ordinance 214, Section 10 and BCC 6.08.210.

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

SECTION 1. REPEAL. Ordinance 98, Section 2 and BCC 6.08.010 are hereby repealed in their entirety.

SECTION 2. REPEAL. Ordinance 98, Section 3, Ordinance 172, Section 1, Ordinance 214, Section 7 and BCC 6.08.020 are hereby repealed in their entirety.

SECTION 3. REPEAL. Ordinance 98, Section 4, Ordinance 214, Section 8 and BCC 6.08.030 are hereby repealed in their entirety.

SECTION 4. REPEAL. Ordinance 98, Section 5 and BCC 6.08.040 are hereby repealed in their entirety.

SECTION 5. REPEAL. Ordinance 98, Section 6, Ordinance 214, Section 9 and BCC 6.08.050 are hereby repealed in their entirety.

SECTION 6. REPEAL. Ordinance 98, Section 7 and BCC 6.08.060 are hereby repealed in their entirety.

SECTION 7. REPEAL. Ordinance 98, Section 8 and BCC 6.08.070 are hereby repealed in their entirety.

SECTION 8. REPEAL. Ordinance 98, Section 9 and BCC 6.08.080 are hereby repealed in their entirety.

SECTION 9. REPEAL. Ordinance 98, Section 10 and BCC 6.08.090 are hereby repealed in their entirety.

SECTION 10. REPEAL. Ordinance 98, Section 11 and BCC 6.08.100 are hereby repealed in their entirety.

SECTION 11. REPEAL. Ordinance 98, Section 12 and BCC 6.08.110 are hereby repealed in their entirety.

SECTION 12. REPEAL. Ordinance 98, Section 13 and BCC 6.08.120 are hereby repealed in their entirety.

SECTION 13. REPEAL. Ordinance 98, Section 14 and BCC 6.08.130 are hereby repealed in their entirety.

SECTION 14. REPEAL. Ordinance 98, Section 15 and BCC 6.08.140 are hereby repealed in their entirety.

SECTION 15. REPEAL. Ordinance 98, Section 16 and BCC 6.08.150 are hereby repealed in their entirety.

SECTION 16. REPEAL. Ordinance 98, Section 17 and BCC 6.08.160 are hereby repealed in their entirety.

SECTION 17. REPEAL. Ordinance 98, Section 18 and BCC 6.08.170 are hereby repealed in their entirety.

SECTION 18. REPEAL. Ordinance 98, Section 19 and BCC 6.08.180 are hereby repealed in their entirety.

SECTION 19. REPEAL. Ordinance 98, Section 20 and BCC 6.08.190 are hereby repealed in their entirety.

SECTION 20. REPEAL. Ordinance 98, Section 22 and BCC 6.08.200 are hereby repealed in their entirety.

SECTION 21. REPEAL. Ordinance 98, Section 23, Ordinance 214, Section 10 and BCC 6.08.210 are hereby repealed in their entirety.

SECTION 22. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 23. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Approved as to Form:

Ryan K Brown  
Deputy Prosecuting Attorney

Constituting the Board of  
County Commissioners of  
Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board



9:45

## Benton County Central Services

PO BOX 608 Prosser WA 99350 • (509) 786-5603 736-3083 Fax 786-5601

### 2010 Report & 2011-12 Goals

#### Mission

- ✧ To improve the stability, functionality and performance of the Benton County information and communication technology environment.
- ✧ To support Benton County departments in using information and communication technology to meet their goals and objectives.
- ✧ To cultivate an atmosphere of cooperation with and of service towards the users of information and communication technology at Benton County.

#### Core Values

- **Communication** Both within the department and in our dealings with other departments, we recognize the importance of communication. This has been the number one core value for Central Services for several years. In recent months, we have been working on various ways that we can improve in this area, and we intend to continue those efforts.
- **Responsiveness** No one likes to be kept waiting. This is especially true if you can't get your work done, because the technology you depend on is not functional. Responsiveness is a value that we are adding to our core values this year as part of a renewed commitment to respond to calls and requests in a timely manner and to minimize down time at every level of the technology infrastructure.
- **Competence** Genuine competence in solving technology problems is critical to earning the confidence of the departments that we support.
- **Professionalism** Whereas competence is important to building confidence as noted above, the appearance and demeanor accompanying that competence is also important. This is another recent addition to our core values. For us, it includes courteous treatment of others, a commitment to providing quality service, and concern for the reputation of the department and the county.
- **Consistency** While we have no control over third party applications, we do strive to provide a similar "look and feel" to the systems used by county employees. This includes maintaining standards for hardware, software, and security. It also involves attention to detail and to developing and using shared documentation for hardware and software installations.
- **Team Work** This involves two spheres. One is working within the Central Services department to cross train and support one another. The other involves working with other departments to help them manage the technology they have in place.
- **Innovation** As with team work described above, this involves two spheres in which we are striving to be innovative. One is looking for better ways to provide support for the existing information technology. The other is opportunities to work with departments to find new technology and more effective uses of existing technology.
- **Cost Effectiveness** As an internal services department, we recognize our responsibility to provide the best service possible within a fiscally conservative budget.

## Projects & Goals

In the information that follows, "(CIP)" indicates that a project is in the Capital Improvement Plan for 2011-2016. Where the year is followed by a check mark (✓), the project has been completed. Where the year is followed by a plus (+), the project/process spans multiple years.

### Strategic Plan & Infrastructure Evaluation

The information technology support and infrastructure provided by Central Services has been moving pretty much in the same direction for the last ten years. During this period, the last applications were moved off of the mainframe environment that characterized the county infrastructure for nearly two decades, a distributed wide area network was put into place, and the telecommunications environment was replaced. This has been accomplished with a relatively informal governance and an emphasis on addressing projects as they are needed.

Is this the best approach for Benton County in the future? That question is being asked in the form of a Request for Proposal: Information Technology Strategic Plan & Infrastructure Evaluation which was published on 6-July-2010. The goal of the RFP is twofold: (1) Get an independent evaluation of the technology infrastructure, department organization, and processes for technology acquisition and implementation; (2) Develop a five year strategic plan for information technology.

• Information Technology Strategic Plan & Infrastructure Evaluation	2010
---	------

### Servers/Storage/Backups

Maintaining the 35+ servers and storage devices in the county network is an ongoing process that has particularly occupied us in the last few months. This has been prompted by servers that are aging, the need to increase the capacity of network storage, and inadequacy of the backup system acquired in 2004. Tasks in work and planned include:

• Implement new storage area network (SAN)	2010
• Move to disk-to-disk backups	2010-11
• Replace core file sharing servers	2010
• Replace aging application servers	2010+

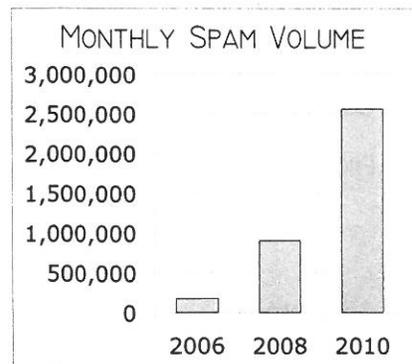
### Network/Security/Records Retention

This year has been a busy one for upgrades to specialized network devices. New email firewall devices were deployed at the beginning of February. These replaced the devices installed in 2004. For many years now, unwanted and malicious email (Spam) has been a bane for those of us charged with maintaining technology infrastructures. The volume of Spam increases every year, as the chart indicates. During a typical week, the county email firewall processes between 250,000 and 300,000 messages of which less than one half of one percent are legitimate.

While the sheer volume makes it a continual challenge, email is no longer the primary source of threats to computers and networks. It has been surpassed by web sites that contain malicious code. To counter this, a web filtering appliance was added to the network earlier this year.

This year also includes a project to upgrade the hardware and software for the county email archiving system.

Future projects include extending wireless Internet access for the public areas of Courthouse, Justice Center, and Juvenile Justice Center. This capability is one requested primarily by the courts for attorneys who are on site for hearings. Another project being considered is the addition of intrusion detection, prevention, and reporting capabilities to the core network hardware.



• Upgrade email firewall hardware and software	2010 ✓
• Add web filtering device	2010 ✓
• Upgrade email archiving server and software	2010
• Upgrade to GroupWise 8	2010
• Public wireless access to Internet inside main county facilities	2011
• Intrusion detection/prevention and event reporting to network	2013 (CIP)

**Asset Management**

One of values noted above is that of responsiveness. One way to enhance our ability to respond to requests for service, as well as, to more effectively address system upgrades and management is by reducing the need to travel to each piece of equipment. At the end of 2009, we acquired a service called TeamViewer which allows Central Services technicians view and, if necessary, take over the computer screen in front of a county employee. A CIP project for 2011 is to look for a formal system for computer hardware and software asset management that will inventory and upgrade tasks to be performed from a central server rather than a visit to each computer.

Benton County has well over 250 printers, nearly half of which are on the county network. One of the developments in the technology world over the last couple of years is the centralization of printer management -- often through outsourcing. We plan to issue a Request for Proposal to determine if one of these programs would be beneficial to the county.

• Request for Proposal: Printer Management	2010
• Implementation of printer management	2011
• Request for Proposal: Asset Management System	2011 (CIP)
• Implement asset management system	2011-12

**Desktop Software Upgrade**

Every five to seven years, we check the competition for the anti-virus software installed on the county computers. Six years ago, we benefited fiscally from a switch from McAfee to Sophos. In 2010, we are going through this due diligence process. The result will be either an upgrade to the current software or a change of vendor.

The last large scale update of desktop productivity software was done ten year ago and involved Microsoft Office 2000. Since that time, a few users have had to upgrade or purchase newer versions of Microsoft Office in order to work with third party applications. Other departments use third party applications only work with version 2000 or older. The cost of replacing the existing licenses is substantial which is why this project is included in the CIP. We are also looking into the use of free, open source software for those employees who do not need full versions of Microsoft Office in order to perform their jobs.

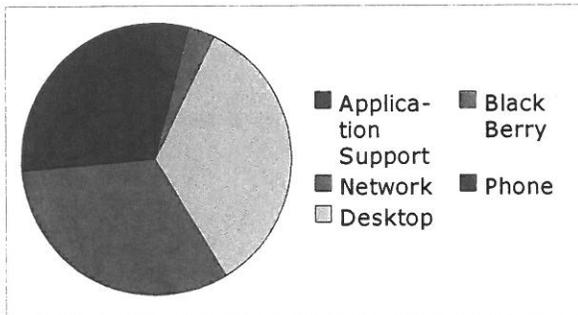
• Replace/upgrade the anti-virus software/system (Request for Quotes)	2010
• Replace desktop productivity software	2011 (CIP)

**Telecommunications**

Later this year, we plan to purchase new digital phone sets to replace about seventy that have been in service for as long as fifteen years.

The telecommunications infrastructure was most recently upgraded in 2008-9. In this we continued with equipment by Nortel which has been the manufacturer of the phone equipment used by the county since the first digital phones were installed in the 1980's. Following Nortel's bankruptcy in 2009, the portion of the company that manufactured voice equipment was purchased by Avaya. While the county voice infrastructure is pretty well set for now, we will be keeping an eye on changes -- especially those that involve discontinuing equipment and support. In 2012, we will need to begin the process of reviewing the current systems for replacement and/or upgrade.

• Replace aging digital phones	2010
• Upgrade of voice systems	2013-14 (CIP)



DISTRIBUTION OF TECHNICAL STAFF TIME FIRST HALF 2010

**Intranet/In-House Development**

For many years now, any in-house development of specialized applications for county departments has been done using a combination of open source tools. This has been done in order to be consistent with our core value of cost effectiveness and to take advantage of technology that is not so tightly locked into a particular vendor. The technologies that have been used include Linux operating systems, Apache web service, MySQL and PostgreSQL databases, and PHP scripting. The applications only require the user computer to be running a browser. We are also investigating the use of an open source web content management system called Drupal for developing the county intranet.

In addition to those listed below, applications developed in-house include access to data from the old, mainframe databases used by the Assessor and Treasurer, a "Rolodex" for Public Works, Facilities Online job requests, docket and scheduling applications for the Clerk and Superior Court, a case task reminder for PA, a probation management database used by District Court, training scheduling for Personnel/Insurance Management, and an extensive resource management application used by the Sheriff and Civil Service.

• Commissioners contract management	2010 ✓
• Accident reporting	2010 ✓
• Superior Court scheduling	2010
• Intranet for Personnel information	2010-11
• Add purchase orders to Facilities Online	2010-11

**Third Party Applications**

A substantial portion of the information technology at the county involves specialized applications used by county departments and provided by third party vendors. The life cycle of these applications is typically five to ten years. At some point, they are either upgraded to newer versions that represent a significant change in technology or replaced by new systems through a RFP process. A variation on these two options is an application getting purchased by competing vendor and eventually migrated to a newer version of the application provided by the vendor that made the acquisition. We have some of each in work or planned for the next few years.

• Implement electronic filing module for Eagle Recorder	2010
• Extend public Internet access to Auditor's Recorder database	2010
• Update RevQ collection system for interface to AOC database	2010
• Migrate Liberty to OnBase	2010-11
• Move Ascend/ProVal from IBM Informix to MS SQL Server database	2011 (CIP)
• Replace permit tracking system	2012 (CIP)
• Replace property tax and assessment systems	2013 (CIP)

**New Technologies**

Most people who work in the field of information technology enjoy doing so because it is always changing. This, however, can be a curse rather than a blessing when trying to plan where an organization needs to be in the next few years. New technologies can prove to be more hype than substance. Even those that live up to their promises can be disruptive and produce unintended consequences. In the realm of government, new technologies often at variance with requirements imposed by statutes enacted before technology was so widespread. Finding the best direction is a challenge that involves balancing the variety of responsibilities and interests of the county departments with the potentially high costs of technological change and maintaining the integrity of information that resides in the county systems. Some areas on which we are keeping a watchful, and sometimes wary, eye include:

- "Cloud" Technology (specifically infrastructure and/or software as-a-service)
- Mobile Communications
- Collaborative & Social Networks
- Broadband Infrastructure & Regionalization

10:15

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> August 2, 2010 <b>SUBJECT:</b> 2010 Planning Department Strategic Plan <b>MEMO DATE:</b> July 28, 2010 <b>Prepared By:</b> Michael Shuttleworth	<b><u>TYPE OF ACTION</u></b> <b><u>NEEDED</u></b> Execute Contract Pass Resolution Pass Ordinance Pass Motion	Consent Agenda Public Hearing Discussion X 2nd Discussion Public Meeting
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**SUMMARY**

Please see the attached 2010 Planning Department Strategic Plan that the Planning Department will be presenting at the August 2, 2010 meeting. Also attached is a report for the Planning Department Permit activity from 2005 to 2009.

**BENTON COUNTY PLANNING DEPARTMENT  
2010 Strategic Plan**

**Mission and Purpose**

The mission and purpose of the Benton County Planning Department is to provide timely, responsive and helpful service to all members of the public. Uphold Benton County's plans, policies, goals and objectives that facilitate the growth of the local economy, enhances the quality of life, and preserves the natural environment for Benton County's present and future residents.

**Guiding Principles**

**SERVICE** – Quality, timeliness and cost efficiency of service with applicable solutions to the challenges that arise, is the number one priority. The citizens of Benton County are our customers and the reason for our existence.

**PROFESSIONALISM**- Our staff is the source of our strength and effectiveness, its competence, knowledge, and experience reflect on the county's reputation and vitality.

**INTEGRITY** - The Planning Department must conduct itself in a manner that is socially responsible and gains recognition and respect for its functions and positive contributions to Benton County.

**RESOURCEFULNESS** - Pursue new and innovative avenues to get the job accomplished with the resources available.

**INNOVATION** - Be open to innovative ways to address issues, provide solutions to difficult challenges, and to promote the Department's Mission.

**TEAMWORK AND INTERACTION** - Communication combined with collaboration creates a joint effort in which excellence produces productivity.

The Planning Department's priority is to complete the update of the County's zoning ordinance and development regulations to ensure consistency with the goals, maps and policies of the Comprehensive Plan. The new County Code will provide certainty for future growth while maintaining the quality of life that the citizens of Benton County have come to enjoy and expect.

The Planning Department shall continue to enhance its public participation process to guarantee maximum involvement and allow the citizens of Benton County the opportunity to participate effectively in all County planning programs.

Within the Planning Department there are two sections: current planning and long range planning. The current planning section is involved with the implementation of the Comprehensive Plan and development regulations through the administration of public and private land use proposals to enhance the County's built in environment and quality of life.

The long range planning section provides research, interpretation, review and evaluation of proposals, technical data, and information used in the development and preparation of planning documents and comprehensive plans for the County. Long range staff is responsible for the review and preparation of draft and final products involving text, materials and digital maps for the Comprehensive Plan and other various planning projects, and the development of draft ordinances that assure consistency with and implement the comprehensive plan.

During the annual Comprehensive Plan amendment process, proposals are reviewed and evaluated for consistency with the plan and staff reports are prepared. Over the past several years long range planning staff has processed an unusually high number of comprehensive plan amendments. There have been a high number of appeals of these actions to the Eastern Washington Growth Hearing Board. Dealing with these appeals is a very important process and very time consuming for staff, because it postpones the completion of other projects.

#### **STRATEGIC GOALS:**

*Balanced and Smart Growth:* To plan for infrastructure improvements and delivery of other essential public services by planning for the location and quantity of future growth.

*Neighborhood Preservation:* To allow for the full range of demographic profiles which make up the character of the County in safe, clean, and crime-free neighborhoods.

*Sustainable Development:* To construct and maintain development in such a manner that will not compromise public health, endanger the public drinking supplies, or pollute the environment.

#### **LEADERSHIP PHILOSOPHY:**

We affirm that each of us has leadership, task, and management responsibilities. Our greatest performance is achieved through partnerships and cooperation. We are motivated to excellence by cultivating open communication that involves and supports people. We are talented, dedicated and diverse individuals who, by challenging systems and owning our work, make significant contributions to the greater good of the county.

## **Departmental Goals for 2010**

### **CURRENT PLANNING**

#### **1. Public Service**

**Goal:**

The Planning Department will provide exemplary services to the public through the application of professional skills, honest communications, innovative techniques and solution-oriented principles. This is our number one priority.

**Background:**

Providing planning and development assistance to the public is the primary function of the Benton County Planning Department. These services are very important to County residents concerned with the future development and value of their property and that of their neighbors. We must constantly strive to find new ways to improve how we provide these services to the public. We also must stay current with issues and changes occurring in our community to assure our policies and regulations address the needs of our citizens. .

In keeping with the Board's direction of "Finding Solutions", the Planning Department must examine all development proposals and issues in an effort to provide the public with flexible and creative alternatives that meet both the requirements and the needs of the applicant.

**Courses of action to accomplish our goal:**

- Promote the use the County's website to provide access to existing code and to disseminate information to the public regarding proposed projects. This will encourage a greater number of people participating in, and providing testimony at public meetings and hearings. New technology can be implemented to provide a 24-hour information portal for County residents. This includes reviewing possible software that would allow us to disseminate information.
- Develop a "public friendly" permitting process in cooperation with the citizens of the County, the Building Department, Benton Franklin District Health Department, Public Works Department and other county departments.
- A project manager system is adopted so that all projects received over the counter are assigned a project reviewer. Applicants should be notified

within 24 hours of the application being received of the project reviewer's name and contact information.

- Respond promptly to inquiries, concerns, and requests for assistance from the public and provide solutions that are timely and effective.
- Keep current on community, regional and state issues and how they may affect land use in Benton County.
- Continue the process of revising the Planning Department permit applications to allow them to be available and completed through the County website.
- Continue and improve upon a high standard of communication between Planning staff and other County departments.
- Provide an increased visual presence within the County. This may include posting a planning staff member part time in the Tri-Cities area.

## **2. Public Involvement**

### **Goal:**

The Planning Department will continue to enhance its public participation process to provide for new and innovative ways that assure maximum involvement and allow the citizens of Benton County the opportunity to participate effectively in all County planning programs.

### **Background:**

Our goal is to provide the public with timely information, an understanding of the process, and opportunities to review and comment on decisions regarding proposals, updates, revisions and amendments to the Comprehensive plan and development regulations before they are made. We encourage citizens to actively participate in proposals by attending advertised public meetings, workshops, and hearings of the Planning Commission and Benton County Board of Commissioners, visiting Benton County's website, or contacting planning staff.

Benton County will use a variety of methods to inform the public about upcoming public meetings, availability of relevant planning documents and reports, and other important milestones.

Courses of action to accomplish our goal:

- The Planning Department's website can be formatted to promote public involvement. New technology can be implemented to provide a 24-hour information portal to vested parties.
- Use preprinted postcards, phone, or e-mail to notify applicants of actions regarding application reviews. Document that notices are sent in the computerized permit system.
- A project manager system is adopted so that all projects taken in over the counter are assigned a project reviewer. This includes a review of the permit software we are currently using to determine if it will provide the needed information.
- Applicants should be notified within 24 hours of the application being received, the project reviewer's name and contact information
- Forward the Planning Commission's recommendations on preliminary plats and Comprehensive plan amendments to BOCC at least 10 days prior to hearing date.
- Send the staff report for the Board of Adjustment and Planning Commission at least 1 week prior to meeting.

### **3. Public Hearings**

#### **Goal:**

Benton County must provide consistency with open public hearings on permit applications.

#### **Background:**

Over the years the "record" on site-specific permit applications has taken a control role as it relates to the appeal of land use decisions. While our Board of Adjustment and Planning Commission make decisions based on the facts, it is sometimes difficult for them to put those facts into the written record. When actions are appealed, the record become more controlling than the decision itself.

#### **Courses of action to accomplish our goal:**

- Planning staff must continue to keep current on land use regulations and recent court decisions that impact the permit reviewing process.

- Implement a hearing examiner system that will use a professional to complete the hearing process, this person could also be used to complete code enforcement hearings.

## **LONG RANGE PLANNING**

### **1. Comprehensive Plan**

#### **Goal:**

The Planning Department will review and update the Benton County Comprehensive Plan as required to assure consistency with state law and respond to local issues and concerns.

#### **Background:**

Benton County's Comprehensive Plan is the official statement adopted by the Benton County Board of Commissioners (Board) setting forth goals and policies to protect the health, welfare, safety and quality of life of Benton County's residents. At the local level, the fundamental purpose of the Plan is to manage growth and land use in order to sustain and enhance the quality of life for county residents, as that quality is defined by the residents themselves via the public process.

The Plan expresses a long-range vision of how citizens want their rural community to look and function in the future. The plan helps to focus, coordinate and direct the many diverse activities of County departments by providing a comprehensive and common vision. The plan provides certainty for landowners, developers and decisions makers.

#### **Courses of action to accomplish our goal:**

- Process citizen proposals for amendments annually.
- Process Urban Growth Area amendments every 5 years.
- Review and Update Plans as mandated by the State every seven years.
- Utilize the adopted Public Participation Process to encourage resident participation in the amendment process.
- Planning Staff will be kept current on the tendencies of other counties within Eastern Washington. This information will be used to compare and contrast Benton County's Comprehensive Plan with similar counties.

- Updating and maintaining our “Public Participation Mailing List” for notification of upcoming Comprehensive Plan hearings and processes.
- Work with the Cities within Benton County to review and update, as needed, the County Wide Planning Policies.

## **2. Development Regulations**

### Goal:

The Planning Department’s priority will be to complete the update of the County’s zoning ordinances and development regulations to ensure consistency with the goals, maps and policies of its Comprehensive Plan. The amendments to the County code will further support existing and proposed developments and provide certainty for future developments, while maintaining the quality of life that the citizens of Benton County have come to enjoy.

### Background:

New and current development regulations are key to the future growth and progress of Benton County. These regulations must be innovative and cutting edge to certify that Benton County and its residents are receiving superior service.

Development regulations are controls placed on the development and use of land. They include zoning districts that reflect the land use designations on the Land Use Map in the Land Use Element within the plan, and regulations to protect the public health, safety and welfare, i.e., short plat and subdivision ordinances, agriculture, mineral resource, and shoreline ordinances, sensitive environmental resources, i.e., critical areas that are specifically; wetlands, streams, aquifer recharge areas, fish and wildlife habitats, frequently flooded areas, and geological hazards. Development regulations are used to carry out the goals and policies of the Comprehensive Plan.

### Courses of action to accomplish our goal:

- Planning Staff must be continually educated through a variety of mediums. It is essential the staff be in possession of the best information that is paramount in providing phenomenal service with regards to new and current development regulations.
- Final review of draft ordinances for consistency with existing local and state regulations while maintaining the necessary regulations to satisfy the needed update.

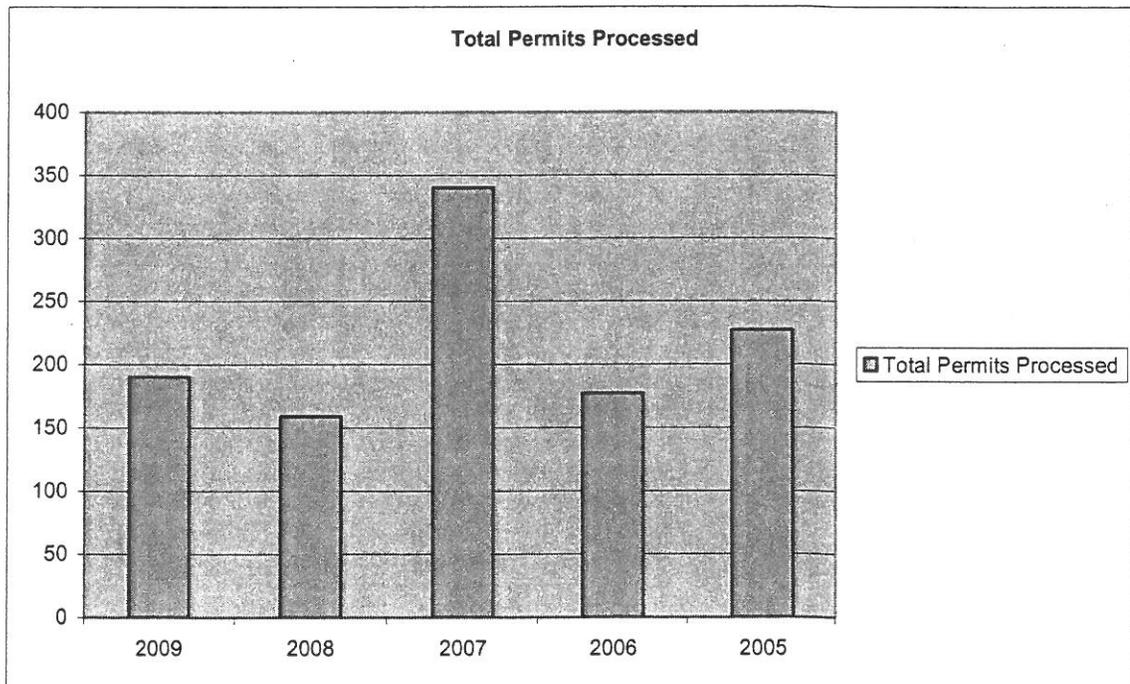
- Finalizing draft ordinances for review and codification by P.A.'s office, review and public hearing process and future adoption by BOCC.
- Continuing the education of stakeholders and citizens on the adoption process and content of proposed Development Regulations through out the public process and citizen outreach via our website.
- Setting a schedule for workshops and hearings with both the Board of County Commissioners and the Planning Commission to ensure prompt completion of this project.
- Develop a pilot project with the City of Prosser to prepare a model Urban Growth Area ordinance with joint development standards for use by Cities with Benton County.
- Continue and improve upon a high standard of communication between Planning staff and other County departments.
- Schedule a continuing education system for all staff members to guarantee an up to date department in planning law and regulations as well as the basics in technology, mapping and communication.

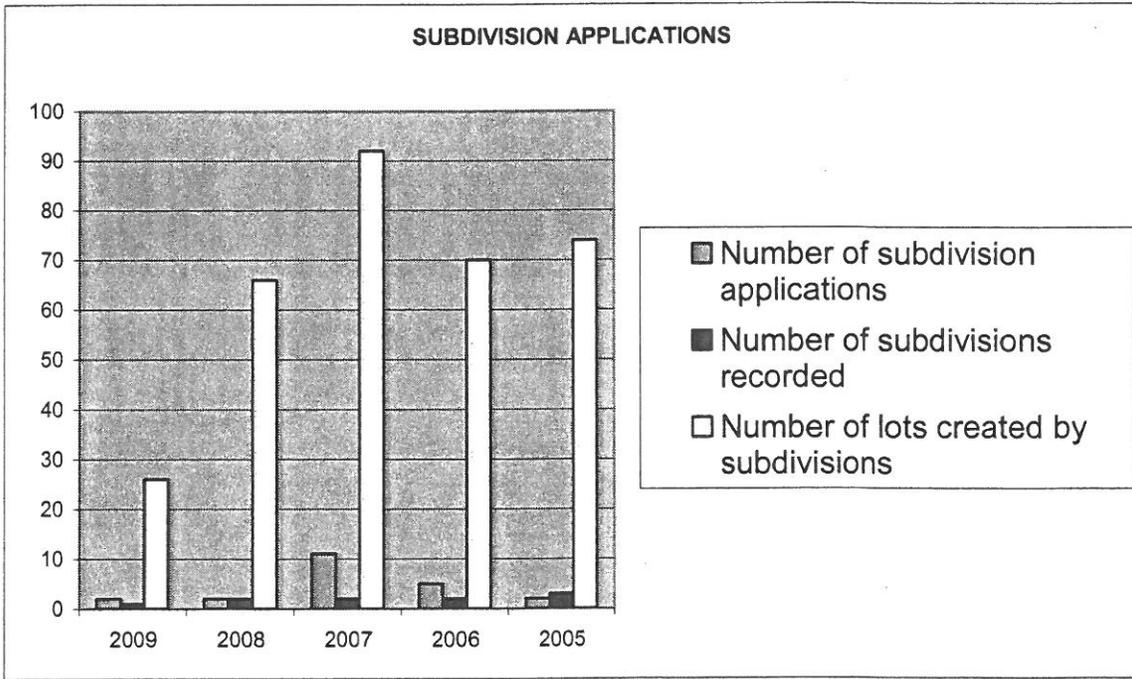
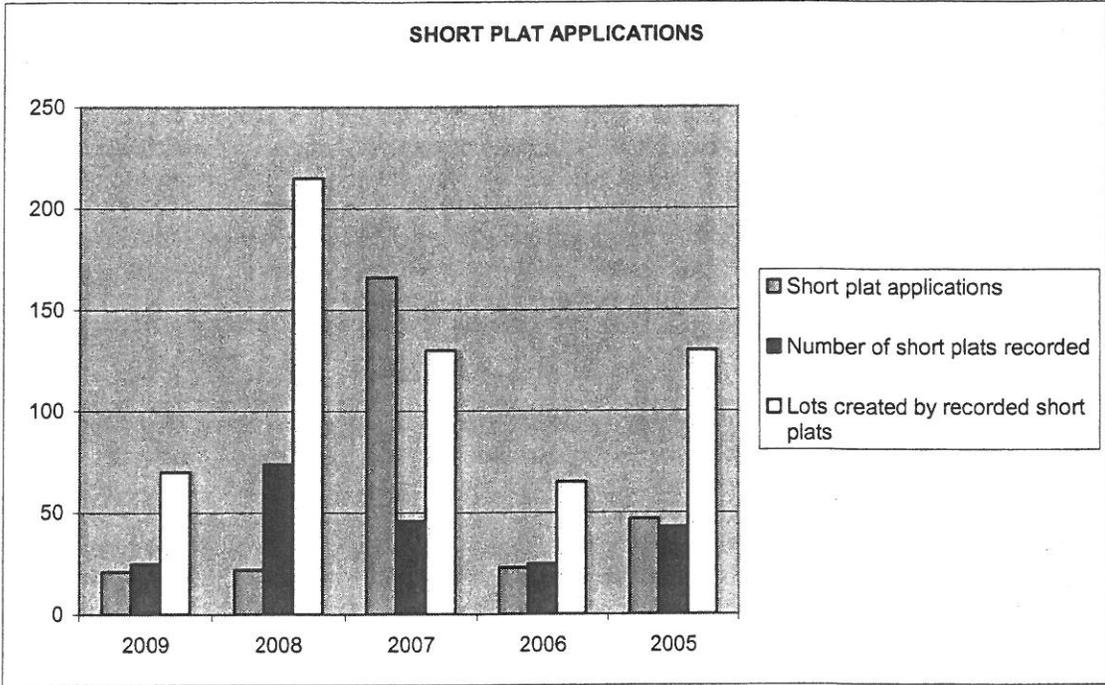
# 2009 Report

## Permit Activities for 2009

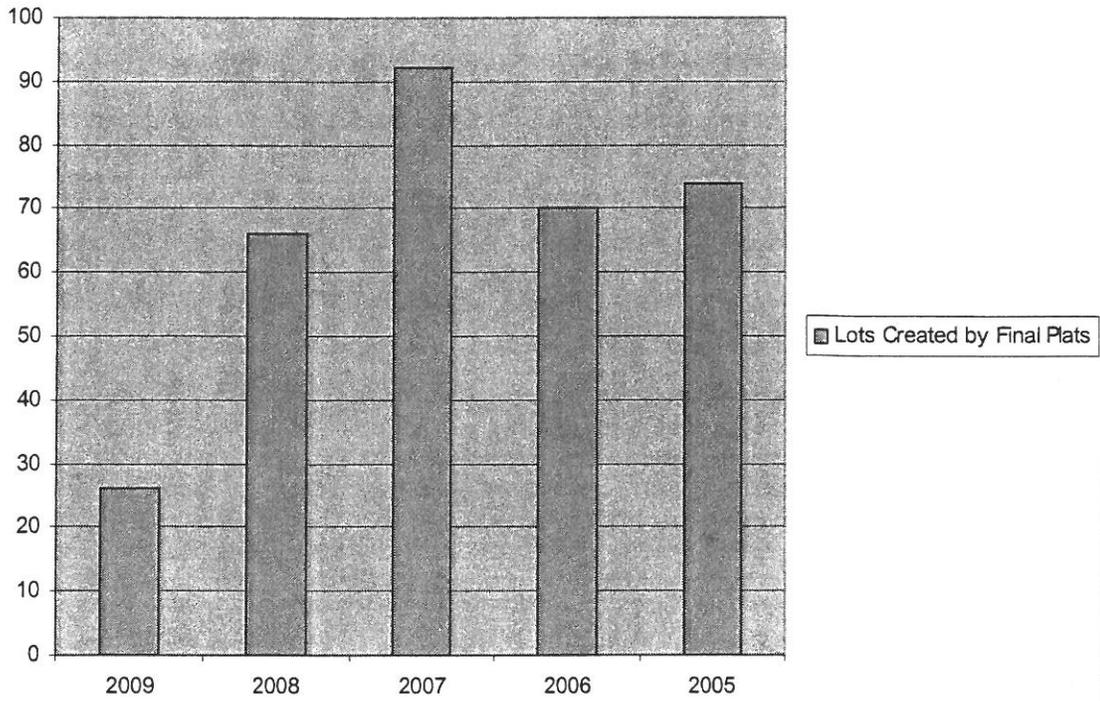
Below are the graphs for permit activity for the last 5 years. As the graphs show the total permit activity for 2009 was down as compared with 2007, but up when compared with 2008. Short Plat applications were up in 2007 due to the change in the Rural Lands comprehensive plan designation from Rural Lands 2.5 to Rural Lands 5. During that period the Board allowed additional time for application to be submitted before the change went into effect. Please note that more lots were created by recorded short plats in 2008. This was a result of the recording of the short plats applications that were submitted in 2007.

The numbers of applications for comprehensive plan amendments were up in 2008 and 2009 as this is a result of changes in urban growth areas applications being accepted during those two years. In 2009 there is a large increase in the number of Boundary Review Board Actions. This was a result of the Columbia Irrigation District adding a large number of small parcels to their district.

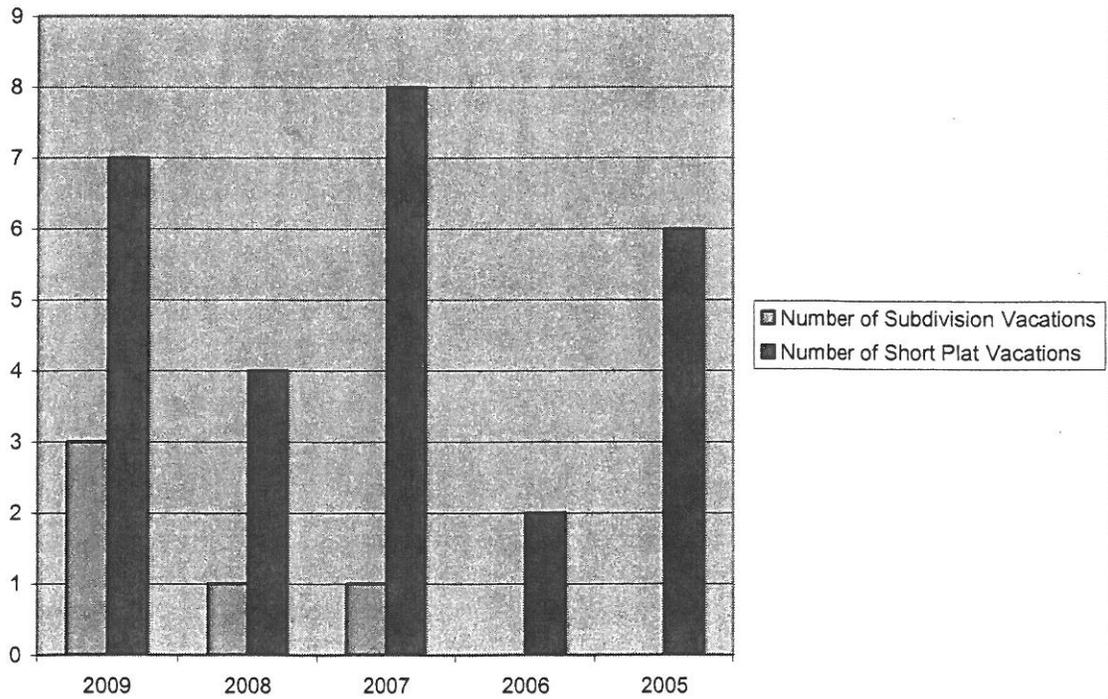




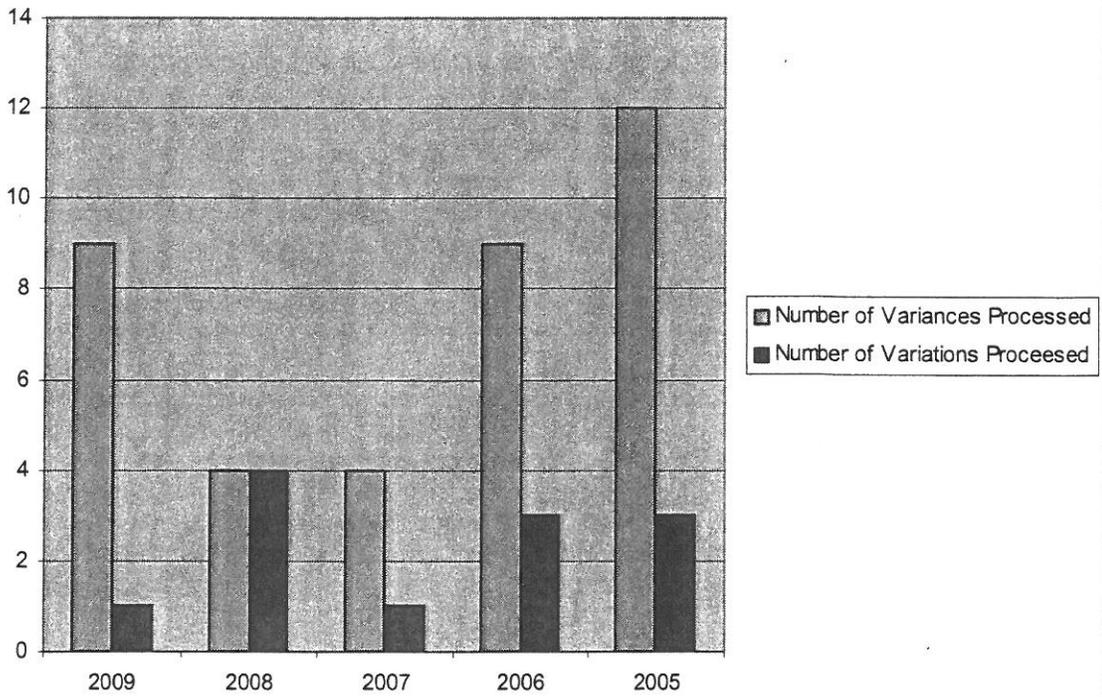
**Lots Created by Final Plats**



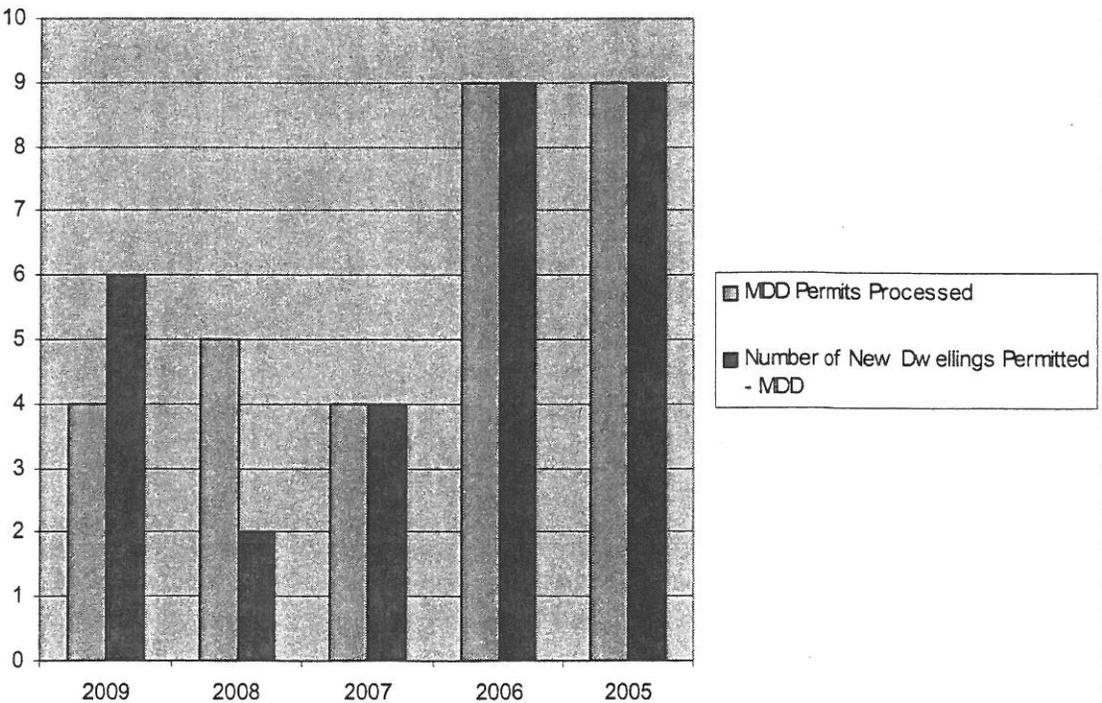
**Vacations Processed**



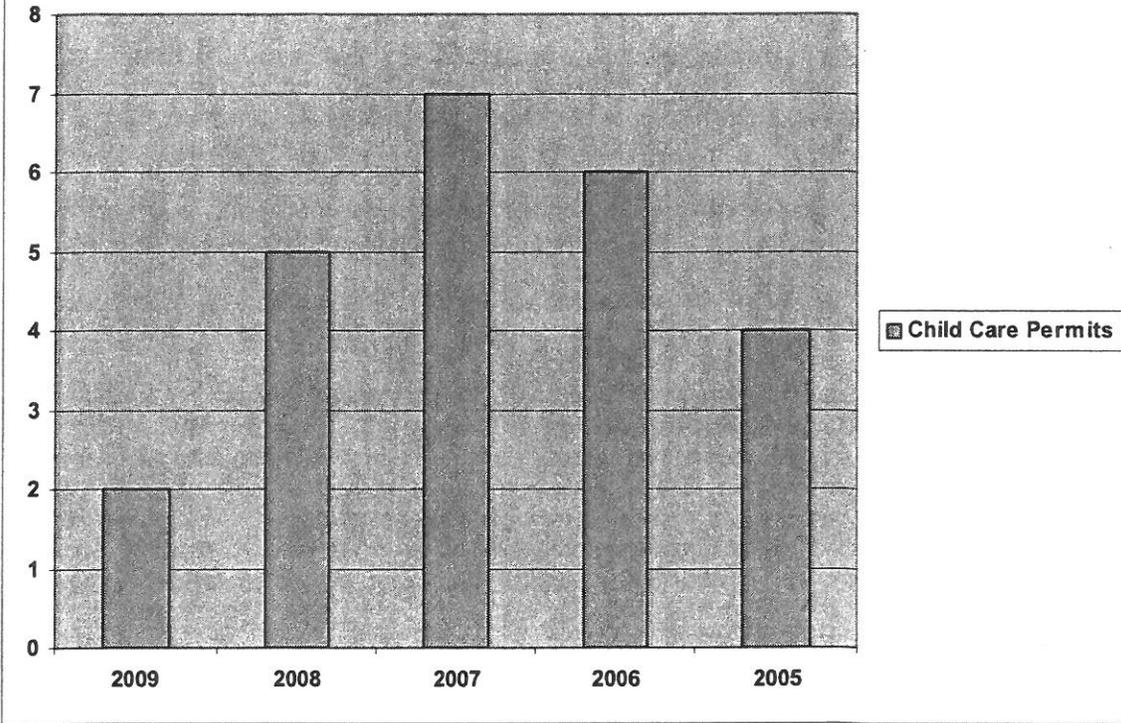
Variations and Variations



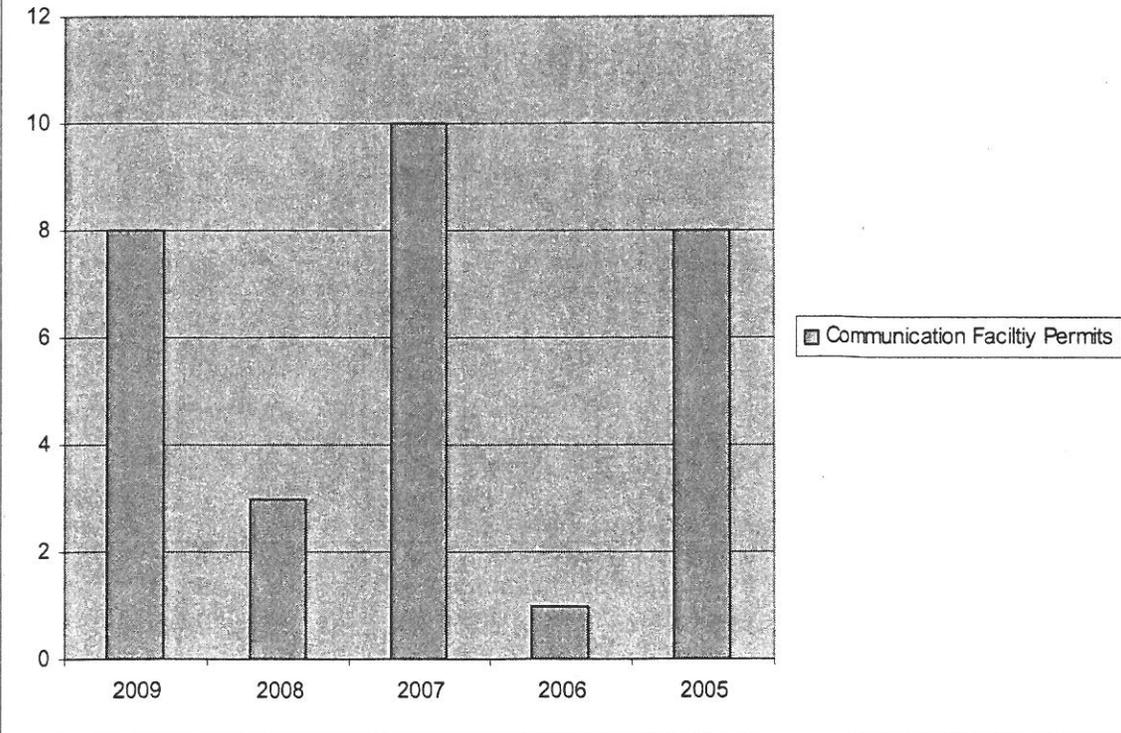
Multiple Detached Dwellings



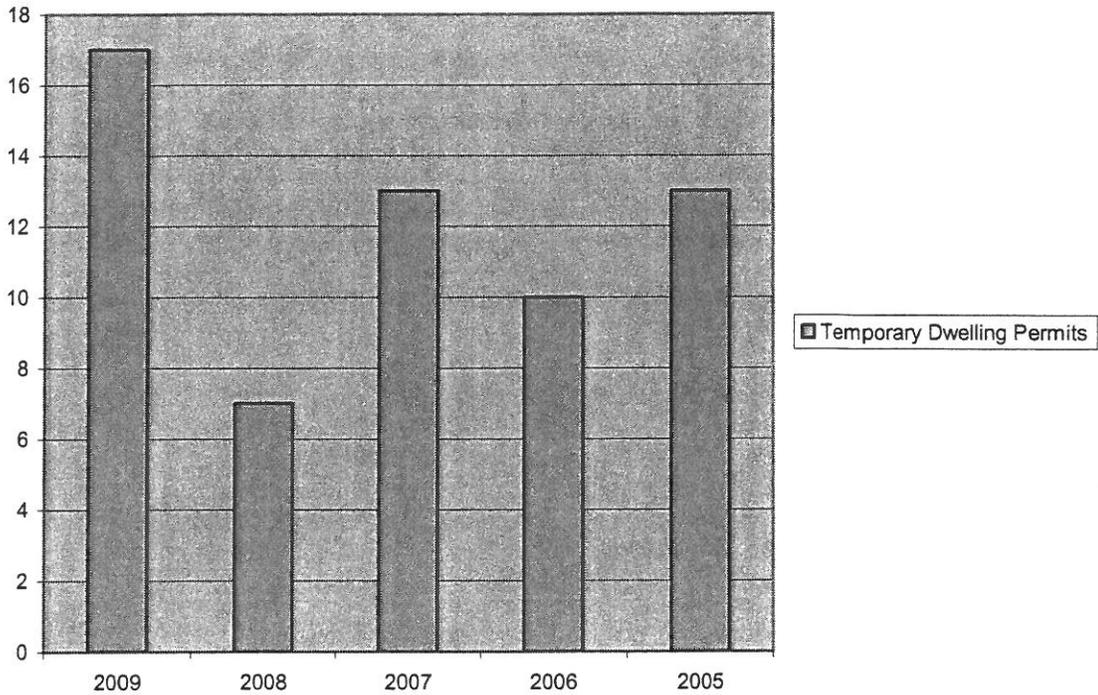
Child Care Permits



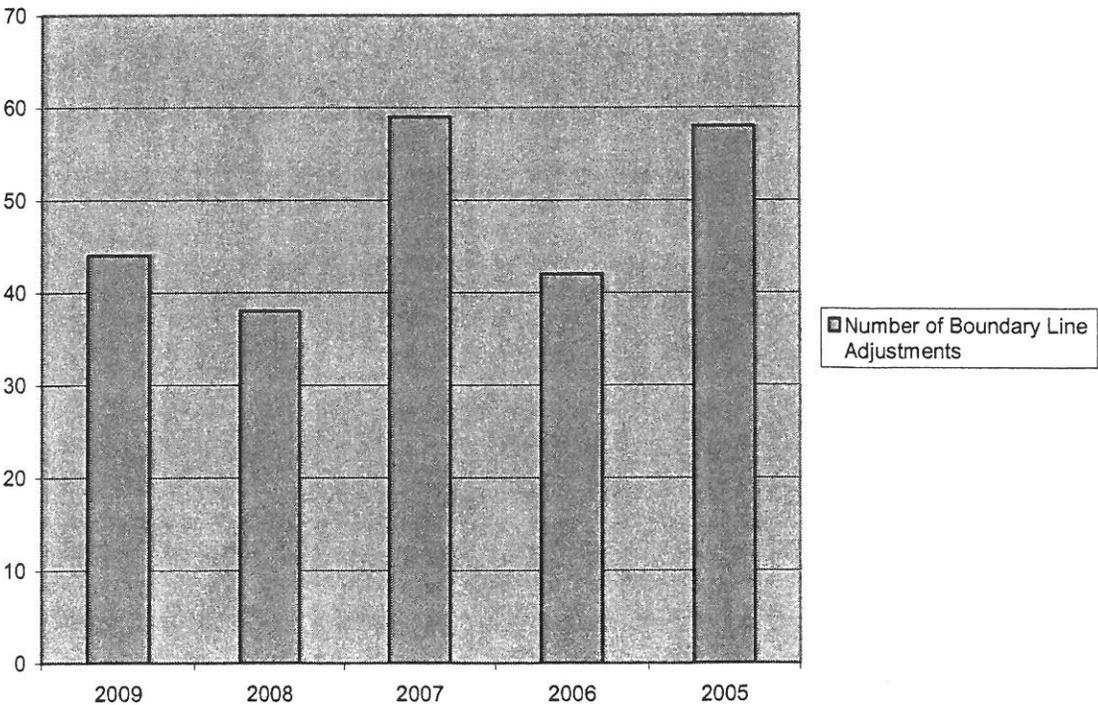
Communication Facility Permits

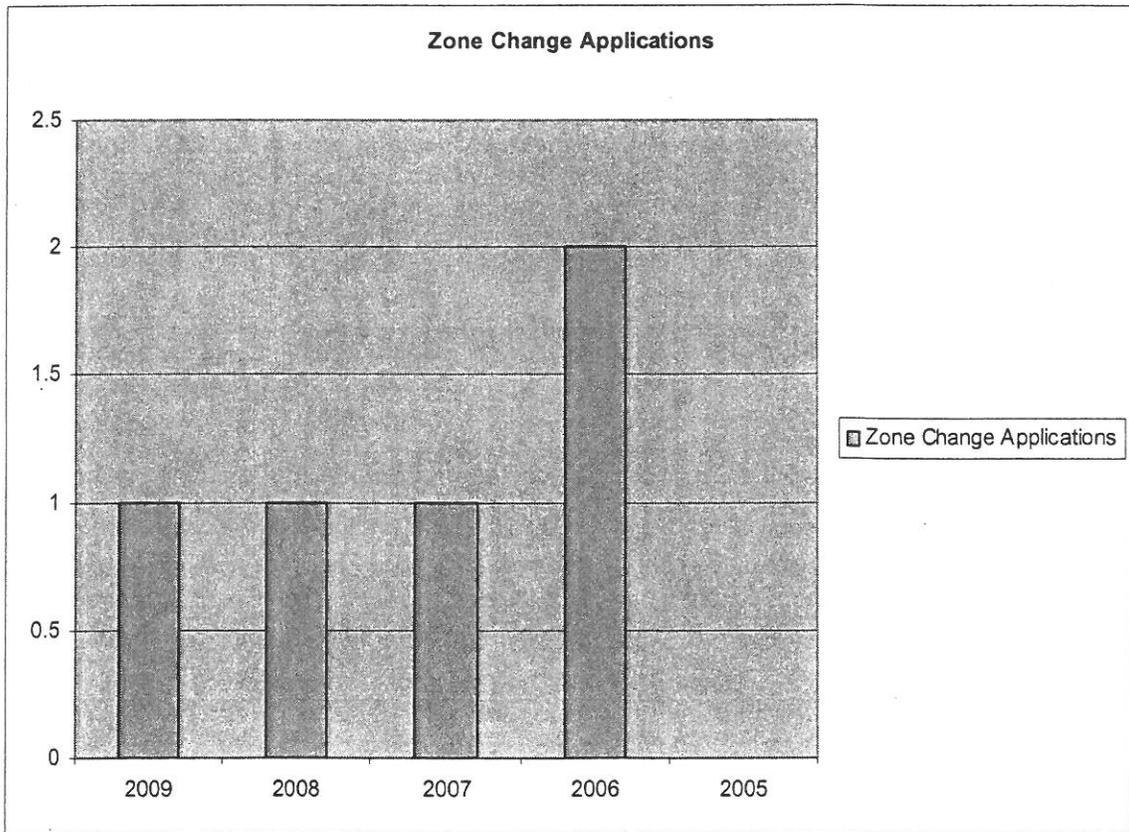
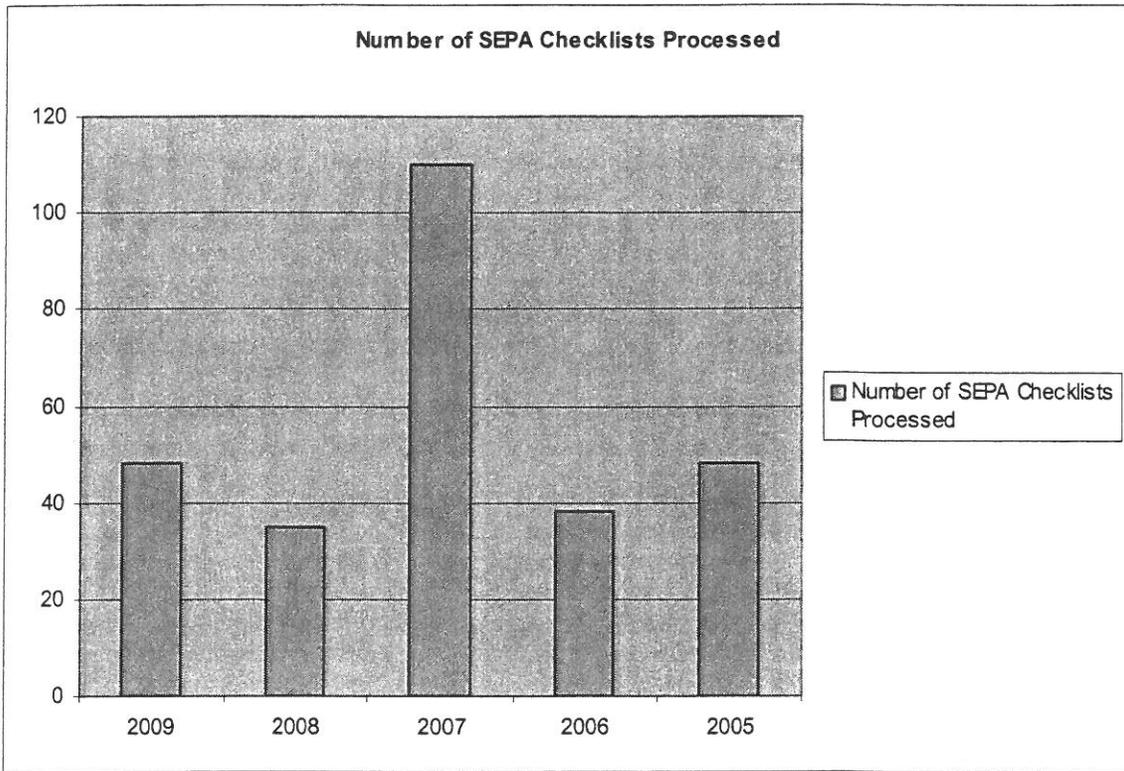


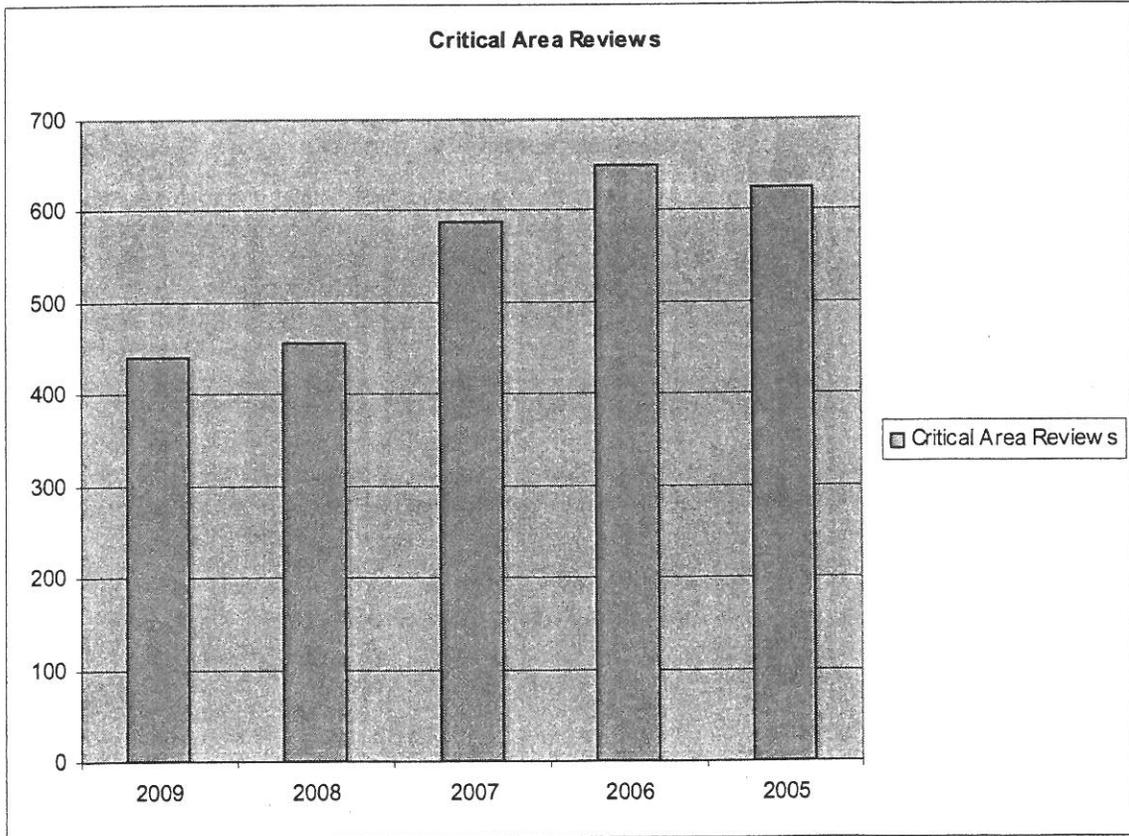
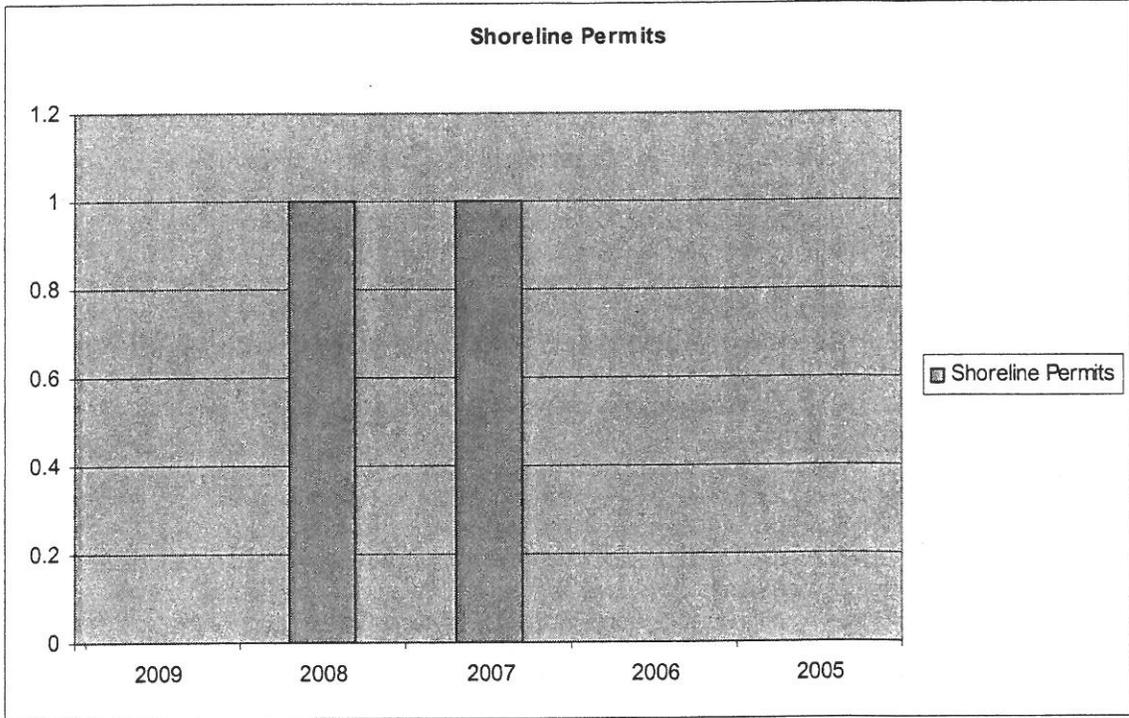
Temporary Dwelling Permits



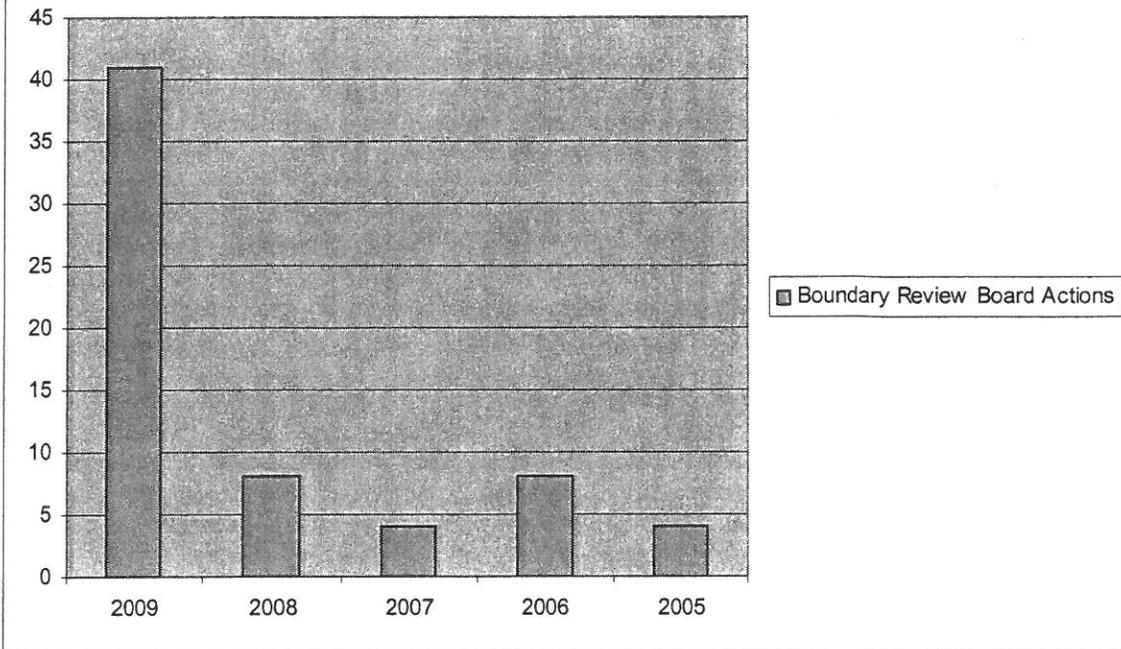
Number of Boundary Line Adjustments



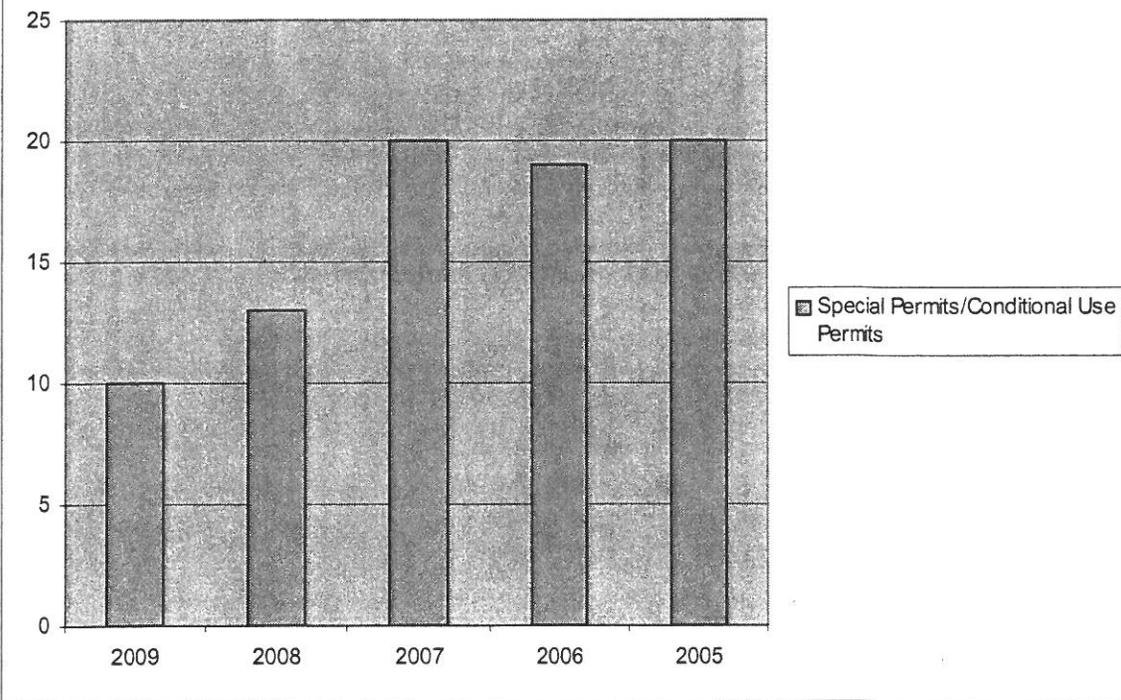




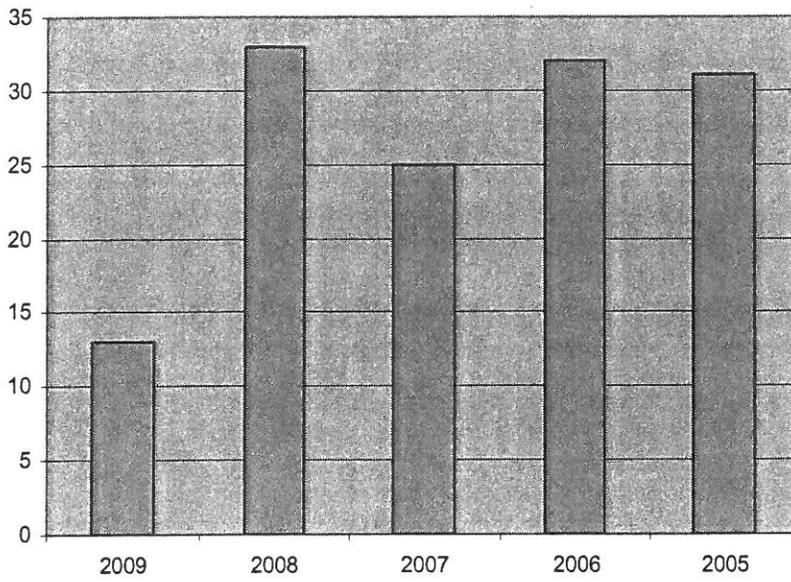
**Boundary Review Board Actions**



**Special Permits/Conditional Use Permits**



Home Occupation Permits



10:45 am

## Executive Session – Union Negotiations

D Sparks

11:00

A Southeast Communications Center White Paper



651 Truman Avenue  
Richland, WA 99352  
509-628-2600  
<http://www.bces.wa.gov/>

## 9-1-1 Modernization Tax Use

*James Barber, SECOMM Manager*

June 24, 2010

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### **Executive Summary**

The purpose of this document is to provide a basic history of why a state 9-1-1 modernization tax increase was sought; the need for the new 9-1-1 Modernization Tax; the intended local use of the tax. At this point the tax is a piece of legislation passed by the State to assist the local governments with the option of implementing the tax to modernize counties existing 9-1-1 infrastructures.

### **Problem Statement**

The existing 9-1-1 infrastructure, Statewide, is of 1960's vintage technology; it's outdated. Subscriber technology has surpassed what the current 9-1-1 systems can accept. The overall 9-1-1 excise tax rates have not changed since 1992; inflation has eroded the value and buying power by 38% since inception of the tax. The deaf, hard of hearing, and speech impaired residents are taking advantage of new technologies but cannot use the new technology with the current 9-1-1 system; the current 9-1-1 equipment doesn't support it. There is currently no tax recovery means for Voice over Internet Protocol (VoIP) telephone users in the county. VoIP is an ever increasing sector of users that are discontinuing use of wire and wireless telephones in homes and businesses creating a loss of revenues to the wire and wireless funds.

### **Modernization Solution**

The commission has the option of implementing a county Ordinance that will support an increase of the County 9-1-1 Excise Tax from \$.50 to \$.70. This endeavor will assist with the modernization of current analog 9-1-1 infrastructure for equipment that can operate on the statewide 9-1-1

Emergency Services Internet Protocol network (ESInet) for Benton County.

#### ***Benefit 1***

The additional \$.20, the proposed increase to the existing \$.50 excise tax will be used to enhance the existing local 9-1-1 system. This new equipment will permit interoperation with the ESInet permitting Benton County to transition to the next phases of the NG911 process.

#### ***Benefit 2***

The added tax revenue will also permit the purchase and installation of updated equipment for the local 9-1-1 system that will accept the advance technologies that the public is currently using, i.e. the center will be able to accept text messaging, photos, streaming video, and advanced automotive applications such as OnStar, into the 9-1-1 system.

#### ***Benefit 3***

The advanced equipment will provide an avenue for the deaf, hearing impaired and speech impaired residents to communicate with their 9-1-1 center with the technologies that they are currently using but currently unable to interact with the existing 9-1-1 equipment.

#### ***Benefit 4***

At present there is not a cost recovery requirement for VoIP users that have access to and use the E9-1-1 system. An updated Ordinance will extend to these VoIP users providing

a cost recovery mechanism for the VoIP use of the E911 system.

#### ***Benefit 5***

The additional \$.20, the proposed increase to the existing \$.50 excise tax will restore the eroded value to a comparable value of when the tax was established in 1992.

#### **Implementation**

If the commission should elect to establish a new Ordinance it needs to be enacted by October 15, 2010. If enacted by this date a Memorandum of Understanding (MOU) must then be initiated with the State Department of Revenue (DOR). DOR will act as a collection agency for 1% of collection fee. This must occur by October 15, 2010 to permit the new tax to begin on January 1, 2011.

#### **Summary**

In summary the State has provided a piece of legislation for local government to opt in on to improve the 9-1-1 system. The 9-1-1 system must be modernized to permit 9-1-1 callers the use of any analog or digital device to request emergency assistance. The modernization of the 9-1-1 infrastructure will also allow for the delivery of additional data necessary for effective public safety responses. It will permit the deaf, hearing and speech impaired residence better access to life and property saving communications. The tax will reinstate the original value of the tax as established in 1992.

County	FY11 County Projections with Tax Increase							Comments			
	Wireline @ .50	Wireless @ .50	Total Tax	OPS Expenses	OPS Contract	Wireline @ .70	W				
Adams	\$ 38,988.00	\$ 73,440.00	\$ 112,428.00	\$ 485,872.00	\$ 373,444.00	\$ 54,583.00	\$ 102,816.00	\$ 157,399.00	\$ 485,872.00	\$ 328,473.00	
Asotin	\$ 53,220.00	\$ 68,430.00	\$ 121,650.00	\$ -	\$ -	\$ 74,508.00	\$ 95,802.00	\$ 170,310.00	\$ -	\$ -	CPD
Benton	\$ 365,000.00	\$ 763,000.00	\$ 1,128,000.00	\$ -	\$ -	\$ 511,000.00	\$ 1,068,200.00	\$ 1,579,200.00	\$ -	\$ -	CPD
Chelan	\$ 225,000.00	\$ 312,000.00	\$ 537,000.00	\$ 850,842.00	\$ 313,842.00	\$ 315,000.00	\$ 436,800.00	\$ 751,800.00	\$ 850,842.00	\$ 99,042.00	
Clallam	\$ 215,400.00	\$ 274,200.00	\$ 489,600.00	\$ -	\$ -	\$ 301,560.00	\$ 383,880.00	\$ 685,440.00	\$ -	\$ -	CPD
Clark	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPD
Columbia	\$ 13,500.00	\$ 13,560.00	\$ 27,060.00	\$ 440,235.00	\$ 413,175.00	\$ 18,900.00	\$ 18,984.00	\$ 37,884.00	\$ 440,235.00	\$ 402,351.00	
Cowlitz	\$ 260,406.00	\$ 394,014.00	\$ 654,420.00	\$ -	\$ -	\$ 364,568.00	\$ 551,620.00	\$ 916,188.00	\$ -	\$ -	CPD
Douglas	\$ 78,853.00	\$ 125,598.00	\$ 204,451.00	\$ -	\$ -	\$ 110,394.00	\$ 175,837.00	\$ 286,231.00	\$ -	\$ -	CPD
Ferry	\$ 20,880.00	\$ 18,360.00	\$ 39,240.00	\$ 588,707.00	\$ 549,467.00	\$ 29,232.00	\$ 25,704.00	\$ 54,936.00	\$ 588,707.00	\$ 533,771.00	
Franklin	\$ 159,000.00	\$ 300,000.00	\$ 459,000.00	\$ 591,295.00	\$ 132,295.00	\$ 222,600.00	\$ 420,000.00	\$ 642,600.00	\$ 591,295.00	\$ 13,918.00	Wireline only
Garfield	\$ 7,440.00	\$ 7,800.00	\$ 15,240.00	\$ 512,403.00	\$ 497,163.00	\$ 10,416.00	\$ 10,920.00	\$ 21,336.00	\$ 512,403.00	\$ 491,067.00	
Grant	\$ 190,200.00	\$ 323,520.00	\$ 513,720.00	\$ 938,027.00	\$ 424,307.00	\$ 266,280.00	\$ 452,928.00	\$ 719,208.00	\$ 938,027.00	\$ 218,819.00	
Grays Harbor	\$ 207,000.00	\$ 260,400.00	\$ 467,400.00	\$ 622,865.00	\$ 155,465.00	\$ 289,800.00	\$ 364,560.00	\$ 654,360.00	\$ 622,865.00	\$ 9,159.00	Wireless only
Island	\$ 225,504.00	\$ 319,500.00	\$ 545,004.00	\$ -	\$ -	\$ 315,706.00	\$ 447,300.00	\$ 763,006.00	\$ -	\$ -	CPD
Jefferson	\$ 100,800.00	\$ 118,200.00	\$ 219,000.00	\$ 437,584.00	\$ 218,584.00	\$ 141,120.00	\$ 165,480.00	\$ 306,600.00	\$ 437,584.00	\$ 130,984.00	
King	\$ 4,148,358.00	\$ 10,324,902.00	\$ 14,473,260.00	\$ -	\$ -	\$ 5,807,701.00	\$ 14,454,863.00	\$ 20,262,564.00	\$ -	\$ -	CPD
Kitsap	\$ 619,048.00	\$ 1,020,627.00	\$ 1,639,675.00	\$ -	\$ -	\$ 866,667.20	\$ 1,428,877.80	\$ 2,295,545.00	\$ -	\$ -	CPD
Kittitas	\$ 84,000.00	\$ 168,000.00	\$ 252,000.00	\$ 516,947.00	\$ 264,947.00	\$ 117,600.00	\$ 235,200.00	\$ 352,800.00	\$ 516,947.00	\$ 164,147.00	
Klickitat	\$ 51,900.00	\$ 63,600.00	\$ 115,500.00	\$ 477,124.00	\$ 361,624.00	\$ 72,660.00	\$ 89,040.00	\$ 161,700.00	\$ 477,124.00	\$ 315,424.00	
Lewis	\$ 220,320.00	\$ 300,600.00	\$ 520,920.00	\$ 603,470.00	\$ 82,550.00	\$ 308,448.00	\$ 420,840.00	\$ 729,288.00	\$ 603,470.00	\$ -	CPD Now
Lincoln	\$ 33,876.00	\$ 43,626.00	\$ 77,502.00	\$ 477,052.00	\$ 399,550.00	\$ 47,426.00	\$ 61,076.00	\$ 108,502.00	\$ 477,052.00	\$ 368,550.00	
Mason	\$ 167,286.00	\$ 203,214.00	\$ 370,500.00	\$ 551,991.00	\$ 181,491.00	\$ 234,200.00	\$ 284,500.00	\$ 518,700.00	\$ 551,991.00	\$ 46,694.60	Wireless only
Okanogan	\$ 117,000.00	\$ 132,000.00	\$ 249,000.00	\$ 538,586.00	\$ 289,586.00	\$ 163,800.00	\$ 184,800.00	\$ 348,600.00	\$ 538,586.00	\$ 189,986.00	
Pacific	\$ 74,400.00	\$ 67,134.00	\$ 141,534.00	\$ 541,919.00	\$ 400,385.00	\$ 104,160.00	\$ 93,988.00	\$ 198,148.00	\$ 541,919.00	\$ 343,771.00	
Pend Oreille	\$ 34,548.00	\$ 44,154.00	\$ 78,702.00	\$ 505,354.00	\$ 426,652.00	\$ 48,367.00	\$ 61,816.00	\$ 110,183.00	\$ 505,354.00	\$ 395,171.00	
Pierce	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	no contract
San Juan	\$ 79,350.00	\$ 54,000.00	\$ 133,350.00	\$ 520,273.00	\$ 386,923.00	\$ 111,090.00	\$ 75,600.00	\$ 186,690.00	\$ 520,273.00	\$ 333,583.00	
Skagit	\$ 291,504.00	\$ 509,322.00	\$ 800,826.00	\$ -	\$ -	\$ 408,106.00	\$ 713,051.00	\$ 1,121,157.00	\$ -	\$ -	CPD
Skamania	\$ 27,642.00	\$ 63,600.00	\$ 91,242.00	\$ 483,348.00	\$ 392,106.00	\$ 38,699.00	\$ 50,341.00	\$ 89,040.00	\$ 483,348.00	\$ 394,308.00	
Snohomish	\$ 1,577,262.00	\$ 3,293,496.00	\$ 4,870,758.00	\$ -	\$ -	\$ 2,208,167.00	\$ 4,610,894.00	\$ 6,819,061.00	\$ -	\$ -	CPD
Spokane	\$ 1,289,590.00	\$ 1,978,500.00	\$ 3,268,090.00	\$ -	\$ -	\$ 1,805,426.00	\$ 2,769,899.00	\$ 4,575,325.00	\$ -	\$ -	CPD
Stevens	\$ 106,620.00	\$ 141,600.00	\$ 248,220.00	\$ 500,191.00	\$ 251,971.00	\$ 149,268.00	\$ 198,240.00	\$ 347,508.00	\$ 500,191.00	\$ 152,683.00	
Thurston	\$ 683,406.00	\$ 1,129,896.00	\$ 1,813,302.00	\$ -	\$ -	\$ 956,768.00	\$ 1,581,854.00	\$ 2,538,622.00	\$ -	\$ -	CPD
Wahkiakum	\$ 13,500.00	\$ 15,600.00	\$ 29,100.00	\$ 491,007.00	\$ 461,907.00	\$ 18,900.00	\$ 21,840.00	\$ 40,740.00	\$ 491,007.00	\$ 450,267.00	
Walla Walla	\$ 147,660.00	\$ 216,960.00	\$ 364,620.00	\$ 491,115.00	\$ 126,495.00	\$ 206,724.00	\$ 303,744.00	\$ 510,468.00	\$ 491,115.00	\$ -	CPD Now
Whatcom	\$ 526,800.00	\$ 816,000.00	\$ 1,342,800.00	\$ -	\$ -	\$ 737,520.00	\$ 1,142,400.00	\$ 1,879,920.00	\$ -	\$ -	CPD
Whitman	\$ 87,000.00	\$ 129,000.00	\$ 216,000.00	\$ 1,129,571.00	\$ 913,571.00	\$ 121,800.00	\$ 180,600.00	\$ 302,400.00	\$ 1,129,571.00	\$ 827,171.00	
Yakima	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPD
Totals	\$ 12,542,261.00	\$ 24,087,853.00	\$ 36,630,114.00	\$ 13,295,778.00	\$ 8,017,500.00	\$ 17,559,164.20	\$ 33,684,294.80	\$ 51,243,459.00	\$ 13,295,778.00	\$ 6,209,339.60	

COST ANALYSIS as of July 7, 2010

County	OPERATIONS EXPENSES w/policy caps				CONTRACT REIMBURSEMENTS				STATEWIDE SERVICES				TOTALS	
	Wireline	Wireless	Total	CPD	Wireline	Wireless	Total	Network & Database	Language Line	State Funded	State & Local			
Adams	\$ 205,290.56	\$ 312,435.83	\$ 520,726.38	\$ 4,211.34	\$ 172,510.05	\$ 245,010.35	\$ 421,731.72	\$ 55,230.86	\$ 1,953.79	\$ 478,928.37	\$ 593,705.37			
Asotin	\$ 36,043.40	\$ 54,074.06	\$ 90,123.49	\$ 3,930.01	\$ -	\$ 3,930.01	\$ 3,930.01	\$ 13,470.96	\$ -	\$ 17,400.97	\$ 139,075.47			
Benton (CPD)	\$ -	\$ -	\$ -	\$ 7,216.79	\$ -	\$ 7,216.79	\$ 7,216.79	\$ 165,372.15	\$ 4,490.99	\$ 177,079.93	\$ 1,309,725.84			
Chelan	\$ 359,624.14	\$ 582,876.21	\$ 921,480.35	\$ 11,675.55	\$ 104,595.62	\$ 267,392.71	\$ 444,034.78	\$ 204,227.31	\$ 4,714.63	\$ 652,956.72	\$ 1,751,401.84			
Clallam (CPD)	\$ -	\$ -	\$ -	\$ 8,059.48	\$ -	\$ 8,059.48	\$ 8,059.48	\$ 68,176.18	\$ 452.45	\$ 75,698.11	\$ 549,420.35			
Clark (CPD)	\$ -	\$ -	\$ -	\$ 2,860.39	\$ -	\$ 2,860.39	\$ 2,860.39	\$ 322,443.71	\$ 5,328.79	\$ 330,632.90	\$ 3,130,807.05			
Columbia	\$ 159,536.57	\$ 236,259.86	\$ 396,796.43	\$ 2,499.56	\$ 148,207.57	\$ 226,425.36	\$ 377,121.45	\$ 29,170.45	\$ 1.96	\$ 406,293.40	\$ 432,880.40			
Cowlitz (CPD)	\$ -	\$ -	\$ -	\$ 4,959.59	\$ -	\$ 4,959.59	\$ 4,959.59	\$ 54,075.04	\$ 909.68	\$ 60,747.32	\$ 736,511.32			
Douglas (CPD)	\$ 54,124.21	\$ 81,196.31	\$ 135,310.52	\$ 5,392.56	\$ -	\$ 5,392.56	\$ 5,392.56	\$ 24,662.93	\$ -	\$ 31,055.49	\$ 239,413.07			
Ferry	\$ 173,275.33	\$ 265,913.00	\$ 433,188.33	\$ 11,406.47	\$ 154,335.72	\$ 243,194.00	\$ 408,905.19	\$ 63,473.97	\$ 20.46	\$ 472,409.64	\$ 5,113,892.23			
Franklin	\$ 215,620.47	\$ 323,280.70	\$ 538,901.17	\$ 8,767.40	\$ 87,892.21	\$ 94,693.61	\$ 191,349.12	\$ 73,580.50	\$ 4,179.79	\$ 269,029.41	\$ 669,819.17			
Garfield	\$ 150,954.90	\$ 229,451.01	\$ 377,355.01	\$ 12,055.24	\$ 144,197.50	\$ 218,941.01	\$ 375,193.75	\$ 20,692.72	\$ 14.50	\$ 395,907.37	\$ 4,115,647.87			
Grant (CPD)	\$ -	\$ -	\$ -	\$ 4,459.42	\$ -	\$ 4,459.42	\$ 4,459.42	\$ 108,405.63	\$ 5,818.22	\$ 118,663.27	\$ 634,693.07			
Grays Harbor	\$ 231,853.82	\$ 347,780.73	\$ 579,634.55	\$ 7,029.15	\$ 30,714.88	\$ 56,123.23	\$ 123,857.26	\$ 82,275.08	\$ 916.27	\$ 207,056.61	\$ 713,355.05			
Island	\$ 149,374.61	\$ 224,061.92	\$ 373,436.53	\$ 5,242.20	\$ -	\$ 5,242.20	\$ 5,242.20	\$ 141,009.16	\$ 89.10	\$ 145,340.46	\$ 555,527.64			
Jefferson	\$ 153,438.25	\$ 230,157.40	\$ 383,595.66	\$ 3,004.21	\$ 61,485.98	\$ 120,787.65	\$ 185,277.84	\$ 63,812.47	\$ 57.22	\$ 249,157.53	\$ 469,479.55			
King (CPD)	\$ -	\$ -	\$ -	\$ 5,683.97	\$ -	\$ 5,683.97	\$ 5,683.97	\$ 2,690,719.69	\$ 00,059.02	\$ 2,744,501.74	\$ 17,443,432.73			
Kitsap (CPD)	\$ -	\$ -	\$ -	\$ 950.13	\$ -	\$ 950.13	\$ 950.13	\$ 295,816.69	\$ 1,278.03	\$ 298,054.90	\$ 1,950,368.75			
Kittitas	\$ 215,344.34	\$ 323,016.52	\$ 538,360.86	\$ 6,149.00	\$ 125,319.87	\$ 184,010.11	\$ 315,459.98	\$ 121,860.83	\$ 283.23	\$ 437,634.04	\$ 7,111,668.71			
Klickitat	\$ 174,219.24	\$ 261,328.65	\$ 435,548.09	\$ 6,198.08	\$ 124,974.34	\$ 202,162.65	\$ 333,935.27	\$ 107,287.14	\$ 112.23	\$ 441,334.64	\$ 559,435.54			
Lewis	\$ 230,517.05	\$ 354,716.47	\$ 591,294.12	\$ 5,159.36	\$ 42,145.75	\$ 88,701.24	\$ 136,012.35	\$ 112,871.09	\$ 429.75	\$ 249,313.19	\$ 759,842.32			
Lincoln	\$ 172,989.95	\$ 259,483.42	\$ 432,472.37	\$ 6,708.65	\$ 142,431.19	\$ 220,584.42	\$ 369,722.26	\$ 32,356.60	\$ 36.66	\$ 402,115.58	\$ 477,632.34			
Mason	\$ 63,116.57	\$ 244,874.85	\$ 307,991.43	\$ 5,193.76	\$ 6,991.96	\$ 60,482.44	\$ 72,518.16	\$ 82,389.44	\$ 896.18	\$ 155,803.78	\$ 526,554.95			
Okanogan	\$ 190,791.22	\$ 241,189.84	\$ 401,978.06	\$ 3,729.54	\$ 65,739.48	\$ 123,203.64	\$ 193,669.66	\$ 98,119.63	\$ 1,111.12	\$ 292,900.41	\$ 627,629.05			
Pacific	\$ 202,105.43	\$ 303,159.55	\$ 505,296.08	\$ 4,591.44	\$ 138,102.45	\$ 241,023.15	\$ 383,717.04	\$ 61,898.77	\$ 136.14	\$ 445,751.95	\$ 582,592.43			
Pend Oreille	\$ 185,326.95	\$ 277,990.43	\$ 463,317.38	\$ 7,159.22	\$ 153,844.29	\$ 237,538.93	\$ 398,579.44	\$ 67,429.23	\$ 21.07	\$ 466,029.74	\$ 545,193.90			
Pierce	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 735,830.46	\$ 11,099.18	\$ 744,839.63	\$ 6,497,553.61			
San Juan	\$ 152,831.51	\$ 244,247.27	\$ 407,078.78	\$ 4,830.32	\$ 97,716.50	\$ 197,036.37	\$ 299,583.19	\$ 70,005.11	\$ -	\$ 369,588.30	\$ 490,114.21			
Skagit (CPD)	\$ -	\$ -	\$ -	\$ 5,122.52	\$ -	\$ 5,122.52	\$ 5,122.52	\$ 116,154.84	\$ 4,594.53	\$ 125,831.89	\$ 931,443.29			
Skamania	\$ 157,895.21	\$ 236,844.32	\$ 394,740.53	\$ 8,252.29	\$ 132,623.36	\$ 202,645.32	\$ 343,520.97	\$ 72,564.40	\$ -	\$ 416,485.37	\$ 452,276.22			
Snohomish	\$ -	\$ -	\$ -	\$ 5,115.81	\$ -	\$ 5,115.81	\$ 5,115.81	\$ 690,366.30	\$ 5,595.94	\$ 701,014.05	\$ 5,807,601.91			
Spokane (CPD)	\$ -	\$ -	\$ -	\$ 6,285.65	\$ -	\$ 6,285.65	\$ 6,285.65	\$ 449,902.90	\$ 1,410.75	\$ 459,500.50	\$ 3,797,466.09			
Stevens	\$ 225,687.69	\$ 338,531.51	\$ 564,219.19	\$ 9,219.60	\$ 119,514.97	\$ 208,176.51	\$ 335,911.08	\$ 73,987.72	\$ 31.75	\$ 410,930.55	\$ 679,633.25			
Thurston (CPD)	\$ 14,855.34	\$ 22,283.60	\$ 37,138.34	\$ 5,130.77	\$ -	\$ 5,130.77	\$ 5,130.77	\$ 259,332.64	\$ 1,041.24	\$ 265,504.55	\$ 2,122,591.81			
Wahkiakum	\$ 155,358.49	\$ 233,037.73	\$ 388,396.22	\$ 5,025.03	\$ 145,765.34	\$ 220,219.73	\$ 359,010.10	\$ 187,366.18	\$ 36.66	\$ 557,012.94	\$ 584,724.69			
Walla Walla	\$ 243,754.10	\$ 365,631.15	\$ 609,385.25	\$ 8,847.95	\$ 118,610.89	\$ 181,937.15	\$ 309,295.97	\$ 59,754.52	\$ 662.31	\$ 369,712.60	\$ 714,880.01			
Whatcom (CPD)	\$ -	\$ -	\$ -	\$ 5,125.71	\$ -	\$ 5,125.71	\$ 5,125.71	\$ 214,349.88	\$ 1,207.67	\$ 220,694.26	\$ 1,512,610.29			
Whitman	\$ 276,806.23	\$ 415,202.34	\$ 692,015.57	\$ 10,852.69	\$ 206,352.85	\$ 319,257.34	\$ 536,512.88	\$ 141,322.53	\$ 88.29	\$ 677,923.70	\$ 871,655.05			
Yakima (CPD)	\$ -	\$ -	\$ -	\$ 4,087.24	\$ -	\$ 4,087.24	\$ 4,087.24	\$ 224,738.15	\$ 10,079.48	\$ 238,904.90	\$ 1,414,882.83			
WSP	\$ -	\$ -	\$ -	\$ 20,672.29	\$ -	\$ 20,672.29	\$ 20,672.29	\$ 70,573.82	\$ 144.25	\$ 91,490.37	\$ 91,490.37			
<b>TOTALS</b>	<b>\$ 4,646,572.28</b>	<b>\$ 6,993,530.70</b>	<b>\$ 11,642,102.98</b>	<b>\$ 235,080.19</b>	<b>\$ 2,583,423.67</b>	<b>\$ 4,210,672.29</b>	<b>\$ 7,029,176.15</b>	<b>\$ 7,966,009.76</b>	<b>\$ 129,030.87</b>	<b>\$ 15,124,216.78</b>	<b>\$ 62,697,206.58</b>			

**DRAFT MODEL ORDINANCE:**

**Definitions**

The definitions contained in Section 2, Chapter 19, Laws of 2010 1st Special Session, of the terms "emergency services communication system," "enhanced 911 emergency communications system," "interconnected voice over internet protocol service," "interconnected voice over internet protocol service line," "switched access line," "local exchange company," "radio access line," "radio communications service company," "private telecommunications system," "subscriber," and "place of primary use," are adopted by reference for the purposes of this ordinance.

**Tax levied**

- A. There is hereby levied an increase in the excise tax from 50 cents to 70 cents on the use of all taxable switched access lines in XX County, as authorized by Section 3, Chapter 19, Laws of 2010 1st Special Session.
- B. There is hereby levied an increase in the excise tax from 50 cents to 70 cents on the use of each radio access line whose place of primary use is located within XX County, as authorized by Section 3, Chapter 19, Laws of 2010 1st Special Session.
- C. There is hereby levied an excise tax of 70 cents on the use of each interconnected voice of internet protocol service line whose place of primary use is located within XX County, as authorized by Section 3, Chapter 19, Laws of 2010 1st Special Session.

**Use of Proceeds**

The proceeds of the tax shall be used for an enhanced 911 emergency communications system.

**Tax Collection**

XX County must contract with the department of revenue for the administration and collection of the excise tax as proscribed in Section 4, Chapter 19, Laws of 2010 1st Special Session.

**Effective Date**

The effective date of the tax herein imposed is XX-XX-XXXX and notice of the tax shall be provided by XX County to all radio communications service companies, local exchange companies, and companies providing interconnected voice over internet protocol service at least sixty days in advance of the date on which the first payment is due.

**Severability**

If any provision or section of this ordinance shall be held invalid, all other parts, provisions and sections of this ordinance shall continue in full force and effect.

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

Contract No.

**THIS AGREEMENT** ("Agreement") is entered into by and between \_\_\_\_\_ County ("County") and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes. This Agreement is effective January 1, 2011.

**WHEREAS**, The Legislature of the State of Washington has, by Laws of 2010, First Special Session, ch. 19, § 3, authorized the County to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

**WHEREAS**, Laws of 2010, First Special Session, ch. 19, § 4 requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

**WHEREAS**, The County has by ordinance, a copy of which is attached hereto, elected to impose:

1. an enhanced 911 excise tax on switched access lines of seventy cents per month per line;
2. an enhanced 911 excise tax on radio access lines of seventy cents per month per line; and
3. an enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents per month per line;

**NOW, THEREFORE**, to provide for the administration of the taxes the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year.
3. In accordance with Laws of 2010, First Special Session, ch. 19, § 4, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue in the county enhanced 911 excise tax account shall be distributed as provided by law.
4. The Department shall apply the provisions contained in chapter 82.32 RCW as it exists or may hereafter be amended and insofar as it is applicable to enhanced 911 excise taxes. The Department shall perform its duties under this Agreement so that as far as possible the county

enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be in accordance with the State Administrative Procedure Act.

5. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the county enhanced 911 excise taxes.
6. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Distribution of taxes to the County shall be made in accordance with Laws of 2010, First Special Session, ch. 19, § 5.
7. The County must notify the Department of a change in the county enhanced 911 excise taxes no less than seventy-five days before the effective date of the change.
8. All refunds, credits, and interest for county enhanced 911 excise taxes made by the Department shall be charged to the County.
9. Any taxpayer payments of penalties or interest pursuant to Laws of 2010, First Special Session, ch. 19 will be deposited and distributed according to paragraphs 3 and 6 of this agreement.
10. The Department shall require redistribution upon ten days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among counties as to which county is entitled to particular funds collected under any county's enhanced 911 excise tax, the Department's determination resolving which county is entitled to the disputed funds shall fully and finally resolve the issue.
11. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Authorized representatives of the County requesting and receiving confidential information must sign a Department Secrecy Clause acknowledgment and comply with RCW 82.32.330.
12. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration and public understanding of the county enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to

administration and collection of county enhanced 911 excise taxes.

13. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member. The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute or otherwise.
14. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned ordinance. The County agrees that in the event of a legal challenge to the ordinance or otherwise, the Department shall not be obligated to represent the County or otherwise to defend its position in any proceeding relating to such challenge.
15. This Agreement takes effect at 12:01 AM, January 1, 2011, and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement.

**IN WITNESS WHEREOF**, the State of Washington Department of Revenue and \_\_\_\_\_ County have executed this contract as of the day and year written below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title  
Department of Revenue

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_ County

Approved as to form: \_\_\_\_\_

Assistant Attorney General

State of Washington

DRAFT