

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



To view items in detail, please
click on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, August 30, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ August 23, 2011

Review Agenda

Consent Agenda

Assessor

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

Auditor

b. Copier Lease Agreement w/Ikon Office Solutions

Commissioners

c. Benton County Travel Policy, Rescinding Resolution 11-289

d. Rescinding Resolution 11-540, Ordinance Relating to Increased Fees in the Sheriff's Office

Facilities

e. Second Contract Amendment w/Apollo Sheet Metal, Inc.

Fairgrounds

f. Purchase Authorization w/A&B Asphalt

g. Lease Agreement w/Atomic City Rollergirls

Human Services

h. Agreement w/Columbia Basin Veterans Coalition

Juvenile

i. Truancy Contract w/Finley School District

j. Truancy Contract w/Prosser School District

Office of Public Defense

k. Indigent Defense Payment Authorization for Attorney M. Spencer

Personnel

l. Purchase Authorization from ProForce Marketing, Inc. for Taser Weapons and Accessories

Public Works

m. Contract w/Apply-A-Line, Inc. for Pavement Markings

9:05 AM

Scheduled Business: *no items scheduled*

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, August 23, 2011, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Leo Bowman
Commissioner Shon Small
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Commissioner James Beaver (On Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kely; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; DPA Ryan Brown; Deputy Treasurer Erhiza Rivera; Nick Kooiker, Treasurer's Office; Susan Walker and Valerie Smith, Planning; Auditor Brenda Chilton.

Approval of Minutes

The Minutes of August 16, 2011 were approved.

Consent Agenda

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

Board of Equalization

- a. Line Item Transfer, Fund No. 0000-101, Dept. 103

Commissioners

- b. Travel Approval Request
- c. Line Item Transfer, Fund No. 0000-101, Dept. 137

Facilities

- d. Blanket Service Contract w/Cascade Fire Protection Co.

Human Services

- e. Blanket Service Contract w/Sierra Electric, Inc.
- f. Blanket Service Contract w/Apollo Heating & Air Conditioning
- g. Line Item Transfer, Fund No. 0152-101, Dept. 000

Juvenile

- h. Consolidated Contract Continuation w/State of WA, DSHS, Juvenile Rehabilitation Admin.
- i. Truancy Contract w/Kiona-Benton School District

Public Works

- j. Franchise Authorization for Whitstran Heights Water Association
- k. Traffic Control Authorization on Grosscup Road

Sheriff

- l. Authorization to Purchase Military/Marine Binoculars
- m. Authorization to Purchase Surefire Flashlight Kits with Holders
- n. Authorization to Purchase Insight Technologies Hand Held Thermal Scopes
- o. Adoption of Ordinance Relating to Fee Schedule; Rescinding Resolution 05-519
- p. Line Item Transfer, Fund No. 0000-101, Dept. 118
- q. Line Item Transfer, Fund No. 0000-101, Dept. 120
- r. Line Item Transfer, Fund No. 0000-101, Dept. 121
- s. Line Item Transfer, Fund No. 0000-101, Dept. 121
- t. Line Item Transfer, Fund No. 0126-101, Dept. 000
- u. Line Item Transfer, Fund No. 0126-101, Dept. 000

Treasurer

- v. Master Agreement w/Manatron, Inc. for Licensed Software, Hardware & Services

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

Kennewick Irrigation District Presentation – Cost of Service Rate Study

Charles Freeman, Scott Revel, and Colleen Storms, KID provided a presentation on their Cost of Service Rate Study. Mr. Freeman said it was a community outreach program and they were looking at fairness and equity of assessment of ratepayers. A citizen committee was appointed and an expert hired to conduct the study. Assessments will reflect the relative cost of serving different types of customers and will be distributed to customers who benefit from the infrastructure that generates those costs.

Various Zoning Amendments

Susan Walker, Mike Shuttleworth, and Valerie Smith reviewed the zoning ordinance updates. Chairman Bowman said if there were any changes to previous workshops and public hearings, the Board should hear those changes.

Mr. Shuttleworth said the non-conforming district was a change from the existing one. He said there was an area with homes that would now become industrial so the ordinance was written so that people who have houses in this district could sell their house or rebuild if they needed to.

Ms. Walker also reviewed the official zoning maps as presented.

MOTION: Commissioner Small moved to approve amendments proposed in PCM 5.5.1 through PCM 6.2 to be effective September 1, 2011 and adopt the Planning Commission's findings of fact. Chairman Bowman seconded and upon vote, the motion carried.

Chairman Bowman asked how soon the Planning Department could get started on Red Mountain. Ms. Walker said they would be working on the Shoreline project but they were ready to meet with them and currently had three contacts to set up meetings.

Unscheduled Visitors

Brenda Chilton updated the Board on the County booth at the Fair. She said they had banners and were ready to go and had little extra cost over the cost of the booth. Additionally, they had good coverage for the booth across the county.

Commissioner Assignment Update

Commissioner Small said he had talked to a couple of farmers down south and they were looking for access onto SR 14. Mr. Becken said he would talk with Commissioner Small after the meeting about the particulars and let him know what could be done. He also again thanked the Public Works Department for its assistance and added that the Fairgrounds looked great and he was looking forward to being at the Fair.

Chairman Bowman also thanked the Public Works Department for its help with putting in the fog lines that were requested in the Rancho Reata area.

Additionally, he discussed the following:

- Email from NACO reminding the County about September 11 remembrance and suggested the County run the flags at half-staff on September 11;
- His attendance with Adam Fyall at the Salmon Recovery meeting;
- Fair Booth – County brochures were ready to go;
- Tri-City Legislative Council puts out a priority list of projects to take to the Legislature; they sent the County a letter requesting its top three projects that they could support by September 15 and he asked Commissioner Small to consider some projects.

Vouchers

Check Date: 08/19/2011

Warrant #: 39924-40110

Taxes #: 1010811, 05010811, 1608111

Total all funds: \$362,172.18

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

Resolutions

- 11-527 Line Item Transfer, Fund No. 0000-101, Dept. 103
- 11-528 Line Item Transfer, Fund No. 0000-101, Dept. 137
- 11-529 Blanket Service Contract w/Cascade Fire Protection Co.
- 11-530 Blanket Service Contract w/Sierra Electric, Inc.
- 11-531 Blanket Service Contract w/Apollo Heating & Air Conditioning
- 11-532 Line Item Transfer, Fund No. 0152-101, Dept. 000
- 11-533 Consolidated Contract Continuation w/State of WA, DSHS, Juvenile Rehabilitation Admin.

- 11-534 Truancy Contract w/Kiona-Benton School District
- 11-535 Franchise Authorization for Whitstran Heights Water Association
- 11-536 Traffic Control Authorization on Grosscup Road
- 11-537 Authorization to Purchase Military/Marine Binoculars
- 11-538 Authorization to Purchase Surefire Flashlight Kits with Holders
- 11-539 Authorization to Purchase Insight Technologies Hand Held Thermal Scopes
- 11-540 Adoption of Ordinance Relating to Fee Schedule; Rescinding Resolution 05-519
- 11-541 Line Item Transfer, Fund No. 0000-101, Dept. 118
- 11-542 Line Item Transfer, Fund No. 0000-101, Dept. 120
- 11-543 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 11-544 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 11-545 Line Item Transfer, Fund No. 0126-101, Dept. 000
- 11-546 Line Item Transfer, Fund No. 0126-101, Dept. 000
- 11-547 Master Agreement w/Manatron, Inc. for Licensed Software, Hardware & Services
- 11-548 Adoption of Zoning Ordinance Amendments

There being no further business before the Board, the meeting adjourned at approximately 9:53 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>August 30, 2011</u>	Execute Contract	<u> </u>
Subject:	<u>Line Item</u>	Pass Resolution	<u> X </u>
	<u>Transfer</u>	Pass Ordinance	<u> </u>
	<u>Assessor 101</u>	Pass Motion	<u> </u>
Prepared by:	<u>Harriet Mercer</u>	Other	<u> </u>
Reviewed by:	<u>Harriet Mercer</u>		

BACKGROUND INFORMATION

The Benton County Assessor's is in need of funding to the engineer services line item. The 2003 Ford Expedition, which we are responsible for maintaining, needs the air conditioning condenser replaced.

RECOMMENDATION

Approve attached line item transfer

FISCAL IMPACT

- \$0.00 - Part of the approved 2011/2012 biennium budget.

MOTION

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, ASSESSOR DEPARTMENT NUMBER 101, FOR ENGINEER SERVICES IN THE AMOUNT OF \$1000.00

BE IT RESOLVED, by the Board of Benton County Commissioners, that \$1000.00 shall be transferred as more clearly defined in Exhibit "A" attached hereto:

Dated this day of , 2011

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>08/30/2011</u>	Execute Contract _____	Consent Agenda <u> X </u>
Subject: <u>Lease for Copiers</u>	Pass Resolution <u> X </u>	Public Hearing _____
Prepared by: <u>B. Chilton</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Benton County Auditor would like to enter into a sixty (60) month lease option with Ikon Office Solutions for the leasing of four (4) Ricoh copiers.

SUMMARY

The Benton County Auditor would like to enter into a sixty (60) month lease option with Ikon Office Solutions for the leasing of four (4) Ricoh copiers.

RECOMMENDATION

Board sign the resolution authorizing execution of the Lease/Purchase Agreement, as well as execute the duplicate originals of the Lease/Purchase Agreement.

FISCAL IMPACT

\$-0-

This lease replaces the leases on the four (4) previously leased Canon copiers. The overall total monthly lease cost is equal.

MOTION

Motion to approve the resolution and execute the Lease/Purchase Agreement between the Benton County Auditor and Ikon Office Solutions for a sixty (60) months lease for four (4) Ricoh copiers.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR FOUR (4) COPIERS FROM IKON OFFICE SOLUTIONS FOR THE BENTON COUNTY AUDITOR,

WHEREAS, Ikon Office Solutions is a vendor under State Contract #03706; and

WHEREAS, the Benton County Auditor would like to enter into a sixty (60) month lease option with Ikon Office Solutions for the leasing of four (4) Ricoh copiers; and

WHEREAS, attached hereto and incorporated herein by this reference is the Lease/Purchase Agreement, along with a copy of the State Contract #03706 (Exhibit A) and detailed pricing sheet (Exhibit B); together, these outline the fees to be charged to the Benton County Auditor for the lease of the four (4) copiers; and

WHEREAS, the monthly maintenance and lease agreement amounts and per copy charges will be as follows, including all supplies, except paper:

Kennewick Office - \$94.51 per month; \$.0085 per black/white copy
Richland Office - \$94.51 per month; \$.0085 per black/white copy
Accounting Office (Prosser) - \$94.51 per month; \$.0066 per black/white copy
Prosser Office - \$149.91 per month; \$.008 per black/white; \$.065 per color

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington, is hereby authorized to sign the Lease/Purchase Agreement between the Benton County Auditor and Ikon Office Solutions for a sixty (60) month lease for the four (4) Ricoh copiers, as are more specifically described in the Lease/Purchase Agreement attached hereto and incorporated herein by this reference.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

LEASE/PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices
located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION
No. _____

This order number must
appear on all invoices,
packing slips, packages,
correspondence, etc.

VENDOR: Ikon Office Solutions PO Box 650073 Dallas, TX 75265

VENDOR CODE:

VENDOR CONTACT: Joshua McCarty

VENDOR CONTACT PHONE: (509) 205-4030 – Cell

TYPE OF LEASE: 60 mo operating copier lease per WA State Contract #03706.
Single invoice for both operating lease and overages.

SHIP TO:

Benton County Auditor Office
620 Market Place
Prosser, WA 99350
(specific office identified below)

BILL TO:

Benton County Auditor
620 Market Place
Prosser, WA 99350

REMIT TO:

Ikon Office
Solutions
PO Box
650073 Dallas
TX 75265

AGREEMENT:

In exchange for the
consideration identified
herein, the Vendor agrees
to provide the following
office equipment to Benton
County under the terms
described within this
agreement.

P.O. DATE:

Delivery Date:

Line	Model	Description	Term	Unit Price	Total Price
1	Aficio MP 2550B Copy/Staple/DOSS/ Power Filter KENNEWICK OFFICE	Ricoh MP 2550B per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0085. DOSS Activation	60 months	\$94.51	\$ 4,554.50
2	Aficio MP 2550B Copy/Staple/DOSS/ Power Filter RICHLAND OFFICE	Ricoh MP 2550B per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0085. DOSS Activation	60 months	\$94.51	\$4,554.50
3	Ricoh MP 2550B Copy Copy/Staple/DOSS/ Power Filter ACCOUNTING	Ricoh MP 2550B per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.0066. DOSS Activation	60 months	\$94.51	\$4,554.50
4	Ricoh MPC 3001SP Copy/Scan/Print/PS/Sta pleDOSS AUDITOR OFFICE	Ricoh MP 3001 SP per Washington State Contract #03706 and Schedule B thereto. Payment and meter reading/billing for additional images conducted monthly. Cost per BW copy: \$.008 Color .065 Networking	60 months	\$149.91	\$7,549.80

The term of this Agreement shall be 60 months:

Beg: Delivery/Acceptance Date through: 60 month from Delivery/ Acceptance

SUB TOTAL =\$	\$21,213.30
8.3% SALES TAX =	\$ 1760.70
TOTAL ORDER =	\$22,974.00

This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 including Schedule B thereto (copy attached hereto as Exhibit A).

In case of any conflicts, the order of precedence is:

1. The State of Washington Contract No. 03706 including Schedule B thereto;
2. This Lease Agreement.

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Dept. Contact: Brenda Chilton
Benton County Auditor's Office
Title: Benton County Auditor

Address: Benton County Auditor Office
620 Market Place
Prosser, WA 99350

Phone: (509) 736-2707
Fax: (509) 736-2700

Approved as to Form
(Deputy Prosecutor):



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): LAURA SVARCS Title: Director of Finance Date: 8/8/11

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	08/30/11	Execute Contract	_____	Consent Agenda
Subject:	Revised Travel Policy	Pass Resolution	XXX	Public Hearing
Prepared by:	L Smith Kelty	Pass Ordinance	_____	1st Discussion
Reviewed by:	L Smith Kelty	Pass Motion	_____	2nd Discussion
		Other	_____	Other
				XXX

BACKGROUND INFORMATION

On May 2, 2011 the Benton County Board of Commissioners approved a revised County Business Travel and Expense Policy Establishing Procedures and Guidelines for Reimbursement Related to County Travel Resolution 11 289. Since then a couple of situations unique to Benton County have arisen, requiring revisions to this policy.

SUMMARY

1. Added section 1.0 “definitions”
2. Deleted “incidental(s)” in sections 1.1; 1.2; 1.3.6; 1.7 – 1.7.1; 1.7.3; and 1.12
3. Added “transportation” in section 1.1
4. Added “volunteers” to section 1.2.1; deleted sections 1.2.2 – 1.2.3; section 1.2.4 has been replaced with 1.2.2
5. Revised sections 1.3.1 – 1.3.2; deleted section 1.3.2.3; combined sections 1.3.3 – 1.3.3.2; added “other appearances” and deleted “non-mandatory” language to section 1.3.5
6. Deleted “60 miles” and replaced it with either “Elected Officials Only Exclusion Zone” or “Exclusion Zone” throughout the document
7. Added a website address (specifically for meal per diems) in section 1.3.6
8. Deleted “ask and” from section 1.5.1.4.1
9. Deleted language related to bargaining employees and travel reimbursement in section 1.5.1.6.2
10. Added “when using a private vehicle” language to section 1.5.5
11. Revised language in sections 1.6.1; 1.7.2 (formerly 1.7.1.2) and 1.7.7 (formerly 1.7.1.6)
12. Deleted “per diem” in section 1.7 – 1.7.1
13. Revised section 1.7.1 (formerly 1.7.1.1)
14. Revised detailed receipt language in section 1.7.2 (formerly 1.7.1.2)
15. Revised the website address and deleted “for any service or meal” in section 1.7.3 (formerly 1.7.1.3)
16. Added group meal language in new section 1.7.5
17. Added language on day travel or first and last day of overnight travel and destinations outside the elected official only exclusion zone and exclusion zone section and revised the time frames 1.7.7 (formerly section 1.7.1.6)
18. Deleted section 1.7.1.8
19. Deleted “refreshment” in section 1.8 – 1.8.1.1
20. Added two more non-reimbursable expense considered personal to section 1.9.1.4.15 – 1.9.1.4.16
21. Added “copy” and deleted “proof” in section 1.10.2.4
22. Revised Exhibit “A”
23. Added Section 1.13 Advance Travel

RECOMMENDATION

Approve the revisions.

FISCAL IMPACT

None.

MOTION

Approve the revisions to the County Business Travel and Expense Policy Establishing Procedures and Guidelines for Reimbursement Related to County Travel and rescind Resolution 11 289.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY: THE BENTON COUNTY BUSINESS TRAVEL AND EXPENSE POLICY ESTABLISHING PROCEDURES AND GUIDELINES FOR REIMBURSEMENT RELATED TO COUNTY TRAVEL; RESCINDING RESOLUTION 11-289

WHEREAS, on May 2, 2011 the Board of Benton County Commissioners approved a revised Benton County Business Travel and Expense Policy, which established procedures and guidelines for reimbursement related to county travel via Resolution 11-289; and

WHEREAS, since then the policy has been revised to clarify and or accommodate specific situations unique to the operations of county business; **NOW, THEREFORE**

BE IT RESOLVED that effective August 30, 2011 all Benton County Elected Officials, the County Administrator, Department Managers, County Employees and other travelers authorized to travel by the County shall be reimbursed all in accordance with the attached Travel Policy; and

BE IT FURTHER RESOLVED Resolution No. 11-289 is hereby rescinded.

Dated this day of, 2011

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

TRAVEL POLICY

1.0 DEFINITIONS

“Authorizing Individual” shall mean the appropriate Elected Official, County Administrator, Department Manager (or designee) who has fiscal responsibility for the travel budget in question.

“Day Travel” shall mean travel to location(s) outside of the “elected official only exclusion zone” or “exclusion zone” when the “traveler” does not stay in lodging away from their home for one or more nights.

“Elected Official Only Exclusion Zone” shall mean the area inside the oval depicted and illustrated in Exhibit “A” to this Policy.

“Exclusion Zone” shall mean the area inside the boundaries of Benton and Franklin Counties.

“Overnight Travel” shall mean travel to location(s) outside of the “elected official only exclusion zone” or “exclusion zone” when the “traveler” does stay in County reimbursed, employee paid, or free lodging away from their home for one or more nights.

“Travel Expense Reimbursement” shall mean County financial responsibility for certain registration, transportation, lodging, and meal costs related to travel for County business. This may be in the form of authorizing Travelers to use County credit cards or “P-cards” or in the form of financially reimbursing Travelers for expenses that they advance on behalf of County.

“Traveler” shall mean a person (not organization) meeting the criteria of Sections 1.2.1-1.2.2.

1.1 PURPOSE

Benton County hereby adopts a policy to establish official procedures and guidelines for travel approved related costs and reimbursement of ordinary and reasonably necessary expenses of the Traveler, including; registration, transportation, lodging, and meal expenses incurred in performance of County related business.

It is the policy of Benton County that business travel and expenses are restricted to those activities that are reasonably necessary and clearly in the best interest of the County. All Travelers need to remain sensitive to the potential negative public perceptions regarding business expenses incurred by local government employees and to use prudence and good judgment when traveling at the County’s expense.

1.2 REIMBURSEMENT AUTHORIZATION/APPROVAL

Travelers’ authorized/approved to receive travel expense reimbursements within budgetary restraints are restricted to the following:

TRAVEL POLICY

1.2.1 Elected Officials, County Administrator, Department Managers, County employees and volunteers.

1.2.2 Members of Benton County Boards and/or Commissions.

No travel expense reimbursements will be made under any circumstances to any organizations.

1.3 TRAVEL AUTHORIZATION/APPROVAL

1.3.1 Authorizing Individual is responsible for pre-approving travel as required in this Section 1.3 even if some entity other than the County funds part or all of the expenses related to travel. In the case of Elected County Commissioner travel outside the “elected official only exclusion zone”, the “Benton County Board of Commissioners”, shall, by majority action, approve travel even if some entity other than the County funds part or all of the expenses related to travel.

1.3.2 Pre-approval by an Authorizing Individual is required for all travel under the following circumstances:

1.3.2.1 Out-of-state travel; or

1.3.2.2 If within the State of Washington, to destinations outside the “exclusion zone”.

1.3.3 Authorizing Individual approving travel shall ensure that each Traveler has provided sufficient information about the proposed travel such that a determination can be made that travel pertains to official County business. To the extent available, pre-approval requests or reimbursement requests shall include a travel itinerary and/or printed material indicating the overall agenda or content of the subject of travel.

1.3.4 Authorizing Individual shall ensure availability of budgeted funds to pay travel expenses.

1.3.5 Authorizing Individual may approve reimbursement to Traveler for attendance at job-related seminars, conferences, conventions, training or other appearances so long as they pertain to County business.

1.3.6 Both Board of Commissioners and Auditor shall administer and announce the current published mileage and lodging, rates for business-related travel located at <http://www.gsa.gov/portal/category/21287> and meal per diem rates for business-related travel located at <http://www.ofm.wa.gov/policy/10.90.htm#10.90.20>. The Benton County Board of Commissioners shall approve these rates by resolution.

1.4 REGISTRATION COSTS

TRAVEL POLICY

- 1.4.1 Authorizing Individual shall reimburse Traveler or prepay registration for the meeting, conference, convention or work session for official County business.
- 1.4.2 Authorizing Individual may reimburse Traveler for any educational courses taken, including seminars, classes, trainings, etc. if it is deemed that the training will benefit the County, that it pertains to a County-related purpose, and the appropriate budget authority has been already established for this purpose.

1.5 TRANSPORTATION COSTS

- 1.5.1 Authorizing Individual shall reimburse Traveler the actual and reasonably necessary costs of transportation to conduct official County business as follows:

- 1.5.1.1 The method of transportation is by the most economical and safest mode, primarily by air, rail, and vehicle, available and the route most direct or advantageous to the County.

- 1.5.1.2 Unless less expensive fares unavailable, reimburse the cost of coach class fare for a given mode of travel.

- 1.5.1.3 Necessary taxi or public transportation costs.

- 1.5.1.4 To ensure cost efficiency, if the department has an assigned County vehicle, this vehicle shall be the primary method of travel, to the extent available. Authorizing Individual is responsible for arranging the use of a County vehicle or may approve the use of a leased/rented third-party vehicle for travel. When approving leased/rented third-party vehicles for Traveler conducting official County business:

- 1.5.1.4.1 Traveler shall obtain a government rate whenever possible.

- 1.5.1.4.2 Traveler shall lease/rent the standard third-party vehicle that adequately carries the person(s) and equipment needed for conducting County business.

- 1.5.1.4.3 Authorizing Individual shall not reimburse vehicle insurance offered by the leasing/rental agency per Risk Management's recommendation.

- 1.5.1.4.4 If a County vehicle or a leased/rented third-party vehicle is available, and the Traveler nevertheless chooses to use a personal vehicle, mileage will not be reimbursed.

TRAVEL POLICY

1.5.1.5 When a County vehicle or a leased/rented third-party vehicle is not available for Traveler's use; the Authorizing Individual may approve the use of a personal vehicle and shall reimburse Traveler at the current approved mileage rate by resolution from the Benton County Board of Commissioners.

1.5.1.5.1 Mileage will not be paid for normal commute between their home and regularly assigned workplace.

1.5.1.5.2 If a non-bargaining employee is temporarily re-assigned to another office for the day, their travel to the new location is considered their commute time and will not be reimbursed. If a bargaining employee is temporarily re-assigned to another office for the day, follow their Collective Bargaining Agreement (CBA) regarding their travel.

1.5.1.5.3 Mileage will not be reimbursed for that portion of a trip, which would be part of the normal, commute. Example: Employee lives in Richland and the employee's work location is at the Prosser Courthouse. If the employee travels to Seattle after working one hour that day, the mileage from Richland to Prosser is not reimbursed. The reverse is treated in the same manner. If the employee travels back from Seattle to Prosser and works one hour, the travel between Prosser and Richland is not reimbursed.

1.5.2 Travelers driving a County vehicle or leased/rented third-party vehicle on County business shall follow the regulations of Resolution 86 104, the Policy regarding use of County vehicles.

1.5.3 Reimbursement shall be available for reasonably necessary parking and toll costs if detailed receipts are submitted.

1.5.4 Valet parking costs may only be reimbursed when no reasonable parking alternative is available or when it is the least expensive parking service available.

1.5.5 The Traveler shall provide a copy of vehicle insurance when using a private vehicle.

1.5.6 Only authorized/approved Travelers may ride in County vehicles or leased/rented third-party vehicles.

1.6 LODGING COSTS

1.7.1 Lodging within the "elected official only exclusion zone" will not be approved or reimbursed for Elected Officials and within the "exclusion zone" for the County Administrator, Department Managers, County employees, and volunteers.

TRAVEL POLICY

- 1.6.2 Authorizing Individual may approve reimbursement request for actual lodging costs, plus tax, incurred for single occupancy up to the current lodging rate approved by resolution from the Benton County Board of Commissioners.
- 1.6.3 Lodging costs that are greater than the lodging limits approved by resolution from the Benton County Board of Commissioners may be approved if supported by a proper cost analysis. Such proper cost analysis should include the following factors:
- 1.6.3.1 Travel logistics.
 - 1.6.3.2 Distance from event.
 - 1.6.3.3 Availability of transportation.
 - 1.6.3.4 Risk management considerations.
- 1.6.4 Travelers approved to travel on County business may claim lodging costs from the night before the approved event starts through the night it ends if the cost analysis indicates it is cost efficient due to travel logistics, distance from the event, availability of transportation, and risk management considerations or no available reasonably priced and timely return transportation exists. Proper cost analysis is required to be submitted with reimbursement.
- 1.6.5 If Traveler does not show for a hotel room, or conference, training, etc., they shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions).

1.7 MEAL EXPENSES

- 1.7.1 Any meal expenses within the “elected official only exclusion zone” for Elected Officials and within the “exclusion zone” for the County Administrator, Department Managers, County employees, and volunteers, including meals associated with community functions, shall not be approved or reimbursed unless:
- 1.7.1.1 A grant or contract approved by signature from the Board of Commissioners that includes language for the provision of meals or snacks.
- 1.7.2 All requests for reimbursements require detailed receipts. The detailed receipt will list at a minimum the name of the establishment, date and time, description of the meal and associated tax and tip, along with the total amount expensed. Failure to produce a detailed receipt will result in the reimbursement rate as follows:
- Breakfast: \$ 5.50

TRAVEL POLICY

- Lunch: \$ 7.00

- Dinner: \$10.50

1.7.3 Reimbursement rate for meal expenses shall follow the Office of Financial Management (OFM) State and Administrative & Accounting Manual (SAAM) Section 10.90.20 fixed allowance for each meal consistent with the appropriate per diem rate for the host County or city located at <http://www.ofm.wa.gov/policy/10.90.htm#10.90.20>. These maximum rates include taxes and tip and such tip may not exceed 15% even if a higher tip amount will not exceed OFM per diem limits.

1.7.4 Authorizing Individual may approve reimbursement for actually incurred costs up to the current per diem limit rate approved by resolution from the Benton County Board of Commissioners. Traveler may not claim a “per diem” if amount is not spent.

1.7.5 Authorizing Individual may approve reimbursement for actually incurred costs up to the current per diem limit rate in the case of a group meal. The names and positions of other authorized/approved travelers to receive travel expense reimbursements shall be included. Authorizing Individual may not pay for or reimburse meal expenses for persons not covered by this travel policy.

1.7.6 For meals included in a registration fee, airfare, lodging (e.g. continental breakfast) or other County expense, the Traveler shall not be eligible for reimbursement for that particular meal whether or not the Traveler actually consumes the provided meal or not.

1.7.7 On either “day travel” or first and last days of “overnight travel” outside of the “elected official only exclusion zone or “exclusion zone”, reimbursement eligibility is based on the following times unless otherwise pre-approved by Authorizing Individual:

- Breakfast: departure prior to 6:30 AM qualifies an employee for breakfast.

- Lunch: during the person’s regular lunch period.

- Dinner: arrive after 6:30 PM qualifies an employee for dinner.

1.7.8 All meal expenses for “day travel” will be taxed as a non-cash fringe benefit per Internal Revenue Service regulations.

1.8 NON-REIMBURSEABLE MEAL COSTS

TRAVEL POLICY

1.8.1 Authorizing Individual shall not reimburse meal costs when:

1.8.1.1 Included in another County expense, regardless of whether the person partakes in the meal; or

1.8.1.2 Incurred for recreational or social events such as office, going away, and retirement parties, or other personalized social events; or

1.8.1.3 A violation of [The State Constitution, Article VIII, Section 7](#), i.e. when a gift of public funds, would occur; or

1.8.1.4 For the purchase of alcoholic beverages.

1.9 NON-REIMBURSABLE EXPENSES

1.9.1 Authorizing Individual shall not reimburse ineligible expenses, including:

1.9.1.1 Expenses incurred without prior approval from Authorizing Individual, unless bona fide emergency occurred preventing prior approval.

1.9.1.2 Travel and miscellaneous expenses not approved under this policy

1.9.1.3 Miscellaneous travel expenses not directly related to conduct official County business or expenses that are unreasonable, excessive or unnecessary.

1.9.1.4 Expenses considered personal including, but not limited to:

1.9.1.4.1 Hosting meals or entertaining of others for promotional activities.

1.9.1.4.2 Personal telephone calls.

1.9.1.4.3 Entertainment (i.e. TV, radio, games, outdoor fun), clothing, personal sundries and services.

1.9.1.4.4 Transportation to places of entertainment or similar personal activities (tour bus, sightseeing).

1.9.1.4.5 Personal trip insurance.

1.9.1.4.6 Medical, dental or hospital services.

1.9.1.4.7 Tobacco products.

TRAVEL POLICY

1.9.1.4.8 Fines and penalties.

1.9.1.4.9 Dependent care.

1.9.1.4.10 Travel paid for by any other organization.

1.9.1.4.11 Meals or hotel/motel accommodations for spouse or guest.

1.9.1.4.12 Mileage if traveling as a passenger in either a County vehicle or private vehicle other than Traveler's own.

1.9.1.4.13 Moving expenses.

1.9.1.4.14 Excess costs and additional travel expenses as a result of taking an indirect route or a delayed return trip for personal preference or convenience, except that for approved travel expenses when an indirect route or delay reduces the County's total costs.

1.9.1.4.15 Any tips or gratuities associated with personal expenses.

1.9.1.4.16 Out of pocket charges for vehicle service calls caused by the negligence of the traveler. Examples include service charges for the deliveries of fuel, retrieval of keys from locked vehicles, jump starting vehicles when the lights have been left on, etc.

1.10 TRAVEL EXPENSE REIMBURSEMENT FORM

1.10.1 Travelers requesting reimbursement for expenses under this policy must submit a Travel Expense Reimbursement Form to the Authorizing Individual.

1.10.2 Procedures:

1.10.2.1 Travel expense reimbursement form shall cite the time, place, business purpose and participants.

1.10.2.2 Attach applicable conference, convention, seminar brochure, or agenda and airline itinerary to the travel expense reimbursement form.

1.10.2.3 Attach all required detailed receipts prepared and issued by the service provider.

1.10.2.4 A copy of vehicle insurance for the time period traveled.

TRAVEL POLICY

1.10.2.5 Authorizing Individual shall review Traveler's request for reimbursement to ensure:

1.10.2.5.1 Travel appropriately approved and County purpose documented.

1.10.2.5.2 Required information and detailed receipts included.

1.10.2.5.3 Appropriate reimbursement rates requested.

1.10.2.5.4 Non-reimbursable items not included.

1.10.2.5.5 One political subdivision does not pay expenses properly attributed to another in violation of [RCW 43.09.210](#).

1.11 REPAYMENT OF UNAUTHORIZED/UNAPPROVED REIMBURSEMENTS

The County, through the appropriate Authorizing Individual, shall seek repayment of expenses from the person who was reimbursed whenever an audit or subsequent review of travel expense reimbursements finds that such expenses were reimbursed contrary to the provisions of this policy unless such expenses were incurred in reasonable reliance on the pre-approval of an Authorizing Individual.

1.12 ELECTED OFFICIALS OR EMPLOYEES WHO SERVE ON OTHER NON-COUNTY BOARDS

Departments shall reimburse Elected Officials or County employees for travel expenses, including registration, lodging, transportation, and meal expenses at the current rates in this policy when traveling on non-County board's official business unless the board they serve on pays those expenses.

1.13 ADVANCE TRAVEL

Elected Officials, County Administrator, Department Managers, County employees, and volunteers may request advanced travel funds per Resolutions 90 239 and 05 686. Travel expense advances shall only defray the Traveler's reimbursable expenses incurred in the performance of County related business.

At the discretion of the Elected Official, County Administrator, or Department Manager, a County credit card or "P-card" may be provided.

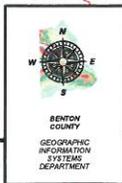
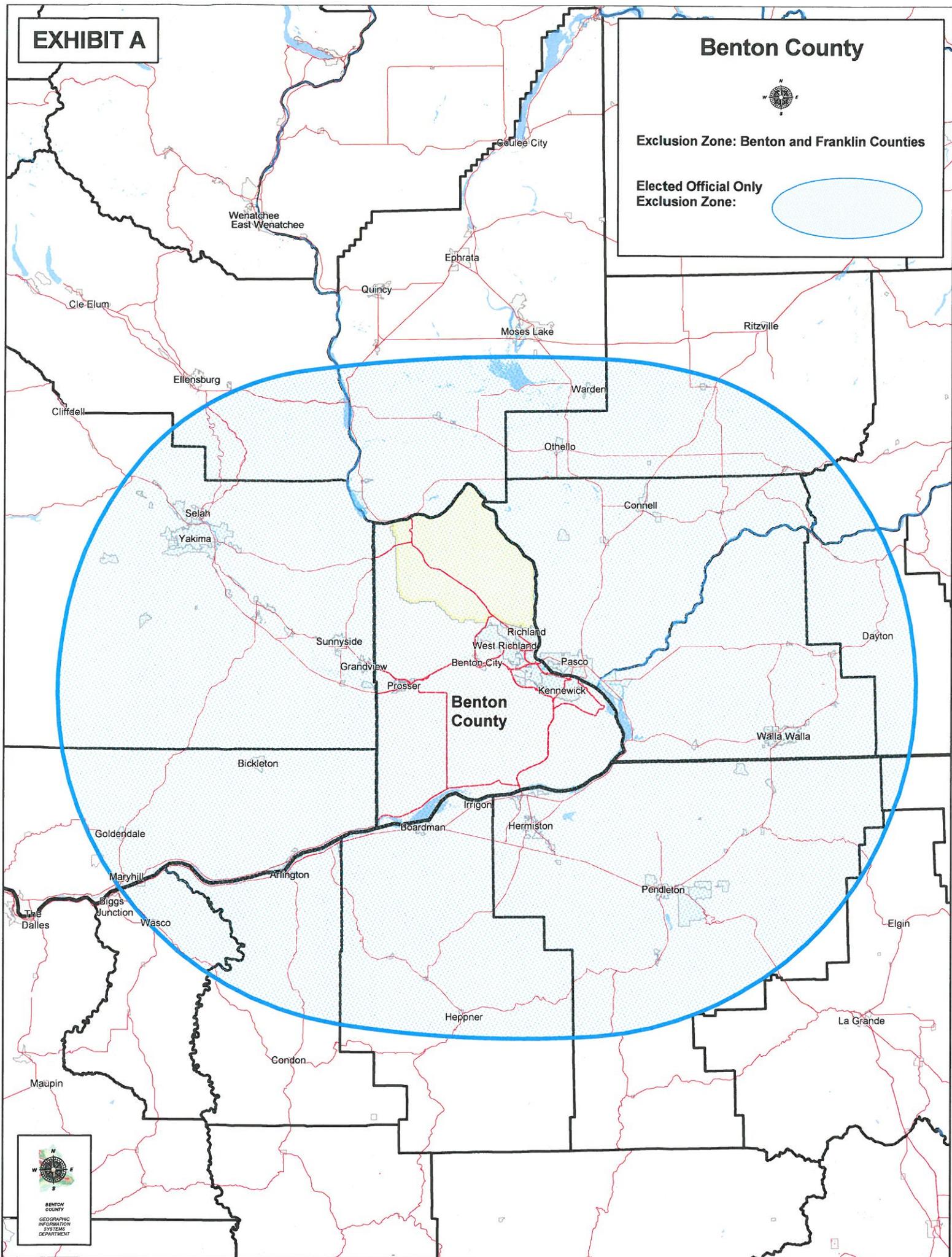
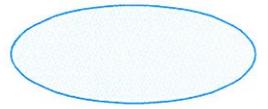
EXHIBIT A

Benton County



Exclusion Zone: Benton and Franklin Counties

Elected Official Only
Exclusion Zone:



BENTON COUNTY
GEOGRAPHIC INFORMATION
SYSTEMS
DEPARTMENT

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 11-540.

WHEREAS, on August 23, 2011, the Board of County Commissioners approved an Ordinance relating to the increase in the fee schedule for the Benton County Sheriff's Office (Resolution 11-540); and

WHEREAS, the Prosecuting Attorney's Office recommends that a public hearing be held before the Board approves any Ordinances unless a more specific statute indicates one is not necessary; and

WHEREAS, a public hearing was not held for the Ordinance that was approved via Resolution 11-540; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that Resolution 11-540 is hereby rescinded.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 8/30/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Board of Commissioners awarded the HVAC preventative maintenance contract to Apollo Sheet Metal per Resolution 10-036 dated January 25, 2010 with the option to extend the contract for two (2) additional 12-month periods if agreed upon by both parties for a contract amount of \$76,140.00 plus WSST and a total amount not to exceed of \$110,000.00 plus WSST per year for acceptable overages, incidentals and other unanticipated cost.

As per Resolution 11-007 the Board approved the First Contract Amendment, extending the contract for one additional 12-month period with a termination date of December 31, 2011.

The attached Second Contract Amendment is necessary as the construction of the Animal Control Facility has been completed and the County wished to add the HVAC preventative maintenance services for said facility to the current contract with Apollo Sheet Metal for an additional \$1,106 plus WSST annually.

The services per Exhibit C referenced in the Second Contract Amendment are for the period of May 23, 2011 – December 31, 2011. The process to get the contract amendment approved through the Prosecutors Office and then the contractor’s signature took longer than anticipated due to the reorganization of the PA’s office. Therefore, this contract amendment and resolution shall also include any services performed between May 23, 2011 to present.

RECOMMENDATION

Approve the attached Resolution and Second Contract Amendment between Benton County and Apollo Sheet Metal, Inc. attached hereto.

FISCAL IMPACT

An additional \$1,106 plus WSST added to the contract amount plus any acceptable overages, incidentals and other unanticipated cost for said facility.

MOTION

Move to approve the Second Contract Amendment between Benton County and Apollo Sheet Metal, Inc., adding the Benton County Animal Control Facility to the current HVAC preventative maintenance contract, increase the original contract to \$77,246.00 plus WSST with a total contract amount not to exceed \$112,000.00 plus WSST per year.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE SECOND CONTRACT AMENDMENT WITH APOLLO SHEET METAL, INC. TO PROVIDE PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM

WHEREAS, per resolution 10-036 dated January 25, 2010 the Board of Benton County Commissioners entered into a contract with Apollo Sheet Metal, Inc. to provide environmental maintenance services for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex, and WSU Extension building for a contact amount of \$76,140.00 plus WSST with an amount not to exceed of \$110,000.00 plus WSST per year for acceptable overages, incidentals and other unanticipated cost with a termination date of December 31, 2010; and

WHEREAS, the first contract amendment was necessary as both parties agreed to extend the original terms and conditions of the contract for an additional one (1) twelve-month period with a term expiring December 31, 2011; and

WHEREAS, this second contract amendment is necessary as the construction of the Animal Control Facility has been completed and the County wishes to add the HVAC preventative maintenance services for said facility to the existing contract increasing the contract amount for said services to \$77,246.00 not including WSST and increasing total contract amount including any acceptable overages, incidentals and other unanticipated cost to not exceed \$112,000.00 plus WSST per year; and

WHEREAS, per Exhibit C referenced in the Second Amendment, these services are from the period of May 23, 2011 – December 31, 2011; and

WHEREAS, the approval and getting the Contractors signature for this second contract amendment took longer than anticipated; therefore, the Facilities Supervisor recommends the Board authorize payment for any and all services that were performed at the Animal Control Facility between May 23, 2011 to present; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached second contract amendment, adding the Benton County Animal Control Facility HVAC preventative maintenance services to the current contact with Apollo Sheet Metal, Inc. increasing the contract amount to \$77,246.00 plus WSST and increasing total contract amount including any acceptable overages, incidentals and other unanticipated cost to not exceed \$112,000.00 plus WSST per year; and

BE IT FURTHER RESOLVED, the Board hereby authorizes any payment due to Apollo for HVAC services performed at the Benton County Animal Control Facility between May 23, 2011 to present; and

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

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

SECOND SERVICE CONTRACT AMENDMENT

THIS SECOND CONTRACT AMENDMENT made and entered into this _____ day of _____ 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **APOLLO SHEET METAL, INC.**, a corporation organized under the laws of the State of Washington, with its principal address at 1119 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated January 25, 2010 (the "CONTRACT") to provide environmental maintenance services as defined in the attached specifications as provided in Exhibit A for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex, WSU Extension building and Benton County Health District Building; and

Whereas, the first contract amendment was necessary as both parties agreed to extend the original terms and conditions of the contract for an additional one (1) twelve-month period; and

Whereas, this second contract amendment is necessary as the construction of the Animal Control Facility has been completed and the COUNTY wishes to add the HVAC preventative maintenance services for this facility to the existing contract.

The parties agree that all provisions of their Contract remain in effect except Sections "1. Contract Documents", "3. Services Provided" and "5. Compensation" shall be amended with the following:

1. **CONTRACT DOCUMENTS** the existing paragraph shall be amended by adding the following exhibit:

Exhibit C – Proposal dated July 26, 2011 for Preventative Maintenance for the Benton County Animal Control Facility.

3. **SERVICES PROVIDED** the first paragraph in this section should remain the same and this section shall be amended by adding a second paragraph with the following:

The COUNTY requires and the CONTRACTOR agrees to provide environmental maintenance services as defined in the attached specifications as provided in Exhibit C for the Benton County Animal Control Facility for the period of May 23, 2011 thru December 31, 2011.

5. **COMPENSATION** the existing paragraph shall be amended and replaced in its entirety with the following:

The CONTRACTOR shall be paid in accordance with the proposals provided in Exhibit A and Exhibit C. The maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall not exceed seventy seven

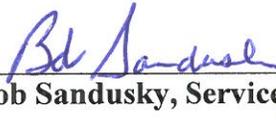
thousand two hundred forty six dollars and zero cents (\$77,246.00) not including Washington State Sales Tax. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed one hundred twelve thousand dollars, and zero cents, (\$112,000.00) not including W.S.S.T. per year. **Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative.** At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

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

BENTON COUNTY

APOLLO SHEET METAL, INC.

Leo M. Bowman, Chairman



Bob Sandusky, Service Manager

Date: _____

Date: 8/9/11

Approved as to Form:



Ryan J. Lukson
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>f. Purchase Authorization w/A&B Asphalt</u>
Meeting Date: <u>8-30-11</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: A&B Asphalt, Inc	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: cmb _____	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Recently Fairgrounds excavated (3) area of property in the Horse RV area for additional parking for our user groups. As a final process to this project, gravel was purchased and applied throughout the newly excavated property.

SUMMARY

Fairgrounds Facility Supervisor solicited 3 quotes for the gravel needed from the Benton County Vendors list.

- American Rock Products Inc., 2090 Robertson Dr, Richland, WA, (\$11.25 per ton 1 ¼" minus gravel, excluding WSST)
- Central Pre-Mix Concrete Co, 11919 Harris Rd, Pasco, WA (\$11.25 per ton 1 ¼" minus gravel, excluding WSST)
- A & B Asphalt, Inc., 16004 E. Field Rd, Benton City, WA (\$10.00 per ton 1 ¼" minus gravel, excluding WSST)

Due to the urgency of pre Fair preparations, Fairgrounds Facility Supervisor authorized the purchase of the gravel after reviewing the (3) phone bids to A & B Asphalt, Inc.

RECOMMENDATION

The Board of Benton County Commissioners authorizes the payment for the purchase of gravel from A & B Asphalt, Inc. on August 12th and August 13th in the amount of \$5,517.02 including WSST.

FISCAL IMPACT

\$5,517.02 including WSST

MOTION

Move the Resolution for purchase of gravel be approved.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF GRAVEL FROM A & B ASPHALT, INC., FOR THE BENTON COUNTY FAIRGROUNDS FACILITY

WHEREAS, per resolution 11-403, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

WHEREAS, recently Fairgrounds excavated (3) acres of property in the Horse RV area; and

WHEREAS, applying 1 1/4" minus gravel to this area is the final process to this project; and

WHEREAS, the Benton County Fairgrounds solicited the following companies from the Benton County Vendors list to provide a quote for 370 yards of 1 1/4: minus gravel; and

American Rock Products Inc., 2090 Robertson Dr, Richland, WA, (\$11.25 per ton 1 1/4" minus gravel, excluding WSST)
Central Pre-Mix Concrete Co, 11919 Harris Rd, Pasco, WA (\$11.25 per ton 1 1/4" minus gravel, excluding WSST)
A & B Asphalt, Inc., 16004 E. Field Rd, Benton City, WA (\$10.00 per ton 1 1/4" minus gravel, excluding WSST)

WHEREAS, A & B Asphalt, Inc., has the lowest price for gravel per ton; and

WHEREAS, due to the urgency of pre Fair preparations, the Fairgrounds Facility Supervisor authorized the purchase of gravel for this project and applied it throughout the newly excavated RV and Horse area; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board authorizes payment for the purchase of gravel from A & B Asphalt, Inc., 16004 E. Field Rd, Benton City, WA on August 12th and August 13th in the amount of \$5,517.02 including WSST.

Dated this _____ day of _____ 2011.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>8-30-11</u>	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Atomic City Roller Girls	Pass Resolution <u> x </u>	Public Hearing _____
Prepared by: cmb _____	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Atomic City Roller Girls. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

Atomic City Roller Girls have a current practice Lease Agreement with the Benton County Fairgrounds which is renewed quarterly.

SUMMARY

The Lease Agreement attached will be for their next quarter of practice dates September-December, 2011 held in Building 2.

RECOMMENDATION

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with the Atomic City Roller Girls.

FISCAL IMPACT

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

MOTION

Move the Lease Agreement with the Atomic City Roller Girls be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON
COUNTY AND THE ATOMIC CITY ROLLER GIRLS.**

WHEREAS, the Atomic City Roller Girls had a weekly practice Lease Agreement with Benton County via Resolution 11-235 that expired on July 31, 2011; and

WHEREAS, the Atomic City Roller Girls wish to enter into a similar agreement for weekly practices beginning September 1, 2011 through December 31, 2011 in the amount of \$2,570; and

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

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Atomic City Roller Girls Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Lease Agreement between Benton County and the Atomic City Roller Girls in the amount of \$2,570; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the attached Lease Agreement.

Dated this _____ day of _____ 2011.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **August 16, 2011**

LEASE AGREEMENT NUMBER: **46.11**

EVENT DATE(S): **September-5, 12, 19, 26 – October – 4, 6, 11, 13, 18, 20, 25, 27
November – 1, 3, 8, 10, 15, 17, 22, 29 December – 1, 6, 8, 13, 15, 20, 22, 27, 29.**

NUMBER OF DAYS: **29**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Atomic City Rollergirls**

MAILING ADDRESS: **1961 George Washington Way, Richland, WA 99352**

CONTACT: **Julissa Valdez, President**

CELLULAR PHONE: **509-460-2826**

TIME OF THE EVENT: **6-10 pm each Monday - September, and each Tuesday and
Thursday October – December.**

TYPE OF EVENT: **Flat track roller skating practices**

ESTIMATED ATTENDANCE: **15**

SELLING TICKETS: YES NO

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between **Atomic City Rollergirls** (LESSEE) and BENTON COUNTY, (LESSOR), a political subdivision of the State of Washington and operator of the Benton County Fairgrounds with its principal offices at 620 Market Street, Prosser, WA 99350.

1. EVENT

a. **EVENT FLAT TRACK ROLLERSKATING PRACTICES IN BUILDING # 2 ON September -5, 12, 19, 26 – October – 4, 6, 11, 13, 18, 20, 25, 27 November – 1, 3, 8, 10, 15, 17, 22, 29 December – 1, 6, 8, 13, 15, 20, 22, 27, 29, 2011 FROM 6:00 PM UNTIL 10:00 PM WITH AN ATTENDANCE OF 15 PEOPLE, HEREAFTER REFERRED TO AS THE EVENT.**

2. FACILITIES LEASED FOR THE EVENT

a. LESSEE agrees to lease the buildings, grounds, equipment and services specified in the attached Exhibit "A" entitled "FEES AND DESCRIPTION OF BUILDINGS, GROUNDS, EQUIPMENT AND SERVICES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES" to hold the EVENT on the dates listed in section 1. LESSEE WARRANTS THAT THE FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY AND IN SUPPORT OF THE EVENT.

3. PAYMENTS

a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ **2570.00** (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than **September 1, 2011**. If the fee is not made by this date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in section 5 of this Agreement.

4. CAMPING OVERNIGHT

a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. Provided that all such walk-throughs shall be during regular business hours only, and may be by appointment only.

b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance and approved by LESSOR when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a subsequent lease when applicable.

<p align="center"><u>AGENDA ITEM</u></p> <p>Meeting Date: August 30, 2011</p> <p>Subject: <u>Agreement #2011-2163-CBVC</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p><u>TYPE OF ACTION NEEDED</u></p>		<p>h. Agreement w/Columbia Basin Veterans Coalition</p>	
	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>		<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>	

BACKGROUND INFORMATION

The purpose of this agreement is to fund the Transitional Living Program Residential Director for the Columbia Basin Veteran's Coalition. Columbia Basin Veterans Coalition consists of a transitional living facility for homeless or pending homelessness veterans, with a substance abuse and or post traumatic stress disorder who may reside in the residential facility for up to two years, while receiving supportive services and case management from the Residential Director or other supportive service staff.

SUMMARY

Award: Maximum payment of \$57,650.00
Period: September 1, 2011 through December 31, 2012
Funding Source: Benton County 2163 Homeless Housing and Assistance Fund

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund

MOTION

To approve signing Agreement #2011-2163-CBVC with Columbia Basin Veterans Coalition, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING AGREEMENT #2011-2163-CBVC TO FUND THE TRANSITIONAL LIVING PROGRAM RESIDENTIAL DIRECTOR FOR THE COLUMBIA BASIN VETERANS COALITION

WHEREAS, Columbia Basin Veterans Coalition consists of a transitional living facility for homeless or pending homelessness veterans, with a substance abuse and or post traumatic stress disorder who may reside in the residential facility for up to two years, while receiving supportive services and case management from the Residential Director or other supportive service staff, and

WHEREAS, the goals of Columbia Basin Veterans Coalition are housing stability, increased skill levels through income/employment, and greater self determination, as recommended and identified by the United States Veteran's Administration for homeless veterans; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of the respective county, Agreement #2011-2163-CBVC to fund the Transitional Living Program Residential Director for the Columbia Basin Veterans Coalition in an amount not to exceed \$57,650.00; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences September 1, 2011 and shall expire on December 31, 2012.

Dated thisday of, 2011

Chair

Member

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

Attest: _____
Clerk of the Board

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-30-11 F/C 09-07-11		
SUBJECT: Truancy Contract for Finley School District for 2011 2012 School Year		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2011, through June 30, 2012), the Finley School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for a total compensation of Two Hundred Ten Dollars (\$210.00).

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Finley School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND FINLEY SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Finley School District and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2011 and terminating on July 31, 2012, for a maximum total amount payable by the District to the Counties not to exceed Two Hundred Ten Dollars (\$210.00), **NOW, THEREFORE**

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

DATED this 30th day of August 2011.

DATED this 7th day of September 2011.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Finley School District, with its principal offices at 224606 E Game RD, Kennewick, WA, 99337 (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2011, through July 31, 2012, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

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

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 08-30-11 F/C 09-07-11	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Truancy Contract for Prosser School District for 2011 2012 School Year	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2011, through June 30, 2012), the Prosser School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2011, through July 31, 2012.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Prosser School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PROSSER SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Prosser School District and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2011 and terminating on July 31, 2012, for a maximum total amount payable by the District to the Counties not to exceed Five Thousand one Hundred Twenty-Five Dollars (\$5,125.00), NOW, THEREFORE

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

DATED this 30th day of August 2011.

DATED this 7th day of September 2011.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
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LONNA K. MALONE
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JERRI G. POTTS
Court Commissioners

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

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

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2011, through July 31, 2012, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

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

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<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 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: **August 30, 2011**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Eric Hsu**

BACKGROUND INFORMATION

Because of unavailability of both contract attorneys (a number had conflicts and others were not qualified for District Court appeals) and staff attorneys (workload issues) it was necessary to seek the services of an attorney outside of the regular District Court contract pool, to provide legal defense services to Mr. Kral in the case of State v. Kral, Cause No 06-1-00590-6. Merwin Moe Spencer agreed to provide such services at the same flat rate as would have been paid to contract attorneys (\$400).

SUMMARY

A one time payment of \$400, as a flat rate for services rendered by attorney Merwin Moe Spencer in the case of State v. Kral, is requested.

RECOMMENDATION

Execute resolution as presented.

ANTICIPATED FISCAL IMPACT

None. Funds are available in the appropriate line item and the amount paid to attorney Spencer is the exact same as would have been paid to an existing District Court contract attorney..

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF COMPENSATING ATTORNEY MERWIN MOE SPENCER FOR INDIGENT
DEFENSE SERVICES IN THE MATTER OF STATE V. KRAL**

WHEREAS, Benton County was obligated by law to provide indigent defense counsel to William Kral in the matter of *State of Washington v. William Kral*, Superior Court Case No. 06-1-00590-6 (appeal from District Court case pursuant to the Rules of Appeal for Courts of Limited Jurisdiction (“RALJ”)); and

WHEREAS, a number of the contract District Court public defenders were unable to provide such representation either because of lack of qualification or conflict of interest, and staff attorneys were unable to provide such representation because of workload issues; and

WHEREAS, attorney Merwin Moe Spencer was willing to provide the needed legal representation at the flat rate of \$400, which is the same compensation afforded District Court contract attorneys who take on appeals cases;

WHEREAS, it is therefore appropriate to compensate attorney Merwin Moe Spencer in the amount of \$400 for his services rendered;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Merwin Moe Spencer be compensated in the amount of \$400 for his services rendered in providing legal representation to the defendant in the case of *State of Washington v. Kral*, Cause no. 06-1-00590-6

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

I. Purchase Authorization from ProForce Marketing, Inc. for Taser Weapons and Accessories

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 8/30/11 Subject: ProForce Purchase Resolution Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The Benton County Personnel Resources Department purchased taser weapons and accessories off the Washington State Contract No. 02309 from ProForce Marketing, Inc. for the Benton County Superior Court Bailiff's for court security purposes. Therefore, the taser weapons and accessories will be paid out of the Insurance Management Fund, which funds security.

SUMMARY

Same as above.

RECOMMENDATION

Recommend the resolution be signed.

FISCAL IMPACT

Up to \$5,900 to be paid out of the Insurance Management Fund

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT OF TASER WEAPONS AND ACCESSORIES OFF WASHINGTON STATE CONTRACT NO. 02309 FROM PROFORCE MARKETING, INC, PRESCOTT, AZ FOR THE BENTON COUNTY SUPERIOR COURT BALIFFS, KENNEWICK, WA.

WHEREAS, per Resolution 09-858 dated December 14, 2009 Benton County and the State of Washington, Department of General Administration, Office of State Procurement entered into an Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity; and

WHEREAS, Washington State Contract No. 02309 allows for purchases of Taser Weapons and Accessories from Proforce Marketing, Inc., Prescott, AZ; and

WHEREAS, Benton County Personnel Resources Department purchased Taser Weapons and Accessories off Washington State Contract No. 02309 from Proforce Marketing, Inc. for the Benton County Superior Court Bailiff's for security purposes; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the purchase of Taser Weapons and Accessories on May 16, 2011 and June 1, 2011 from Proforce Marking, Inc. in the amount of \$5,862.54 including WSST with a total amount not to exceed \$5,900.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board



Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Weapons, Air Tasers & Electr. Incapacitation

Contract#: 02309 **Replaces:** 01003

Weapons, Air Tasers & Electronic Incapacitation Devices

Contract benefits:

- Large variety of ammunition available at competitive prices
- Contract maximizes the state's collective purchasing power

Stinger Systems, Inc. has been purchased by Karbon Arms, LLC. who assumes all contract responsibilities, terms and conditions with no reservations or changes.

Current Term Start Date: 06-03-2011 **Award Date:** 06-02-2009 **Est. Annual Worth:** \$340,197

Current Term Stop Date: 06-02-2013 **Final Term End On:** 06-02-2015 **Commodity Code(s):** 680-04 ,680-50 ,680-52 ,680-53

Diversity: 0% WBE 0% MBE **# of Bids Received:** 2

Who can use this contract?

Washington State agencies
 Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
 Participating Colleges, Universities, Community & Technical Colleges
 Oregon Coop Members

Contract Documents & Resources

- View Current Contract Information (CCI) Contract Activity
- Original Solicitation Document • Submit Contractor Feedback
- Pricing & Ordering Information • Best-buy Notification
- Specifications
- Solicitation Results Summary (Bid Tab)

Contractors(s):

PROFORCE MARKETING, INC.

Information about the number of bids received is included to show:

Vendors which contracts would benefit from more competition.

Assure our customers that we sought the best overall value through as many competitive bids as possible.

Performance Based Contracting:

Performance-based contracts identify expected deliverables, performance measures or outcomes; and payment is contingent on their successful delivery. Performance-based contracts also use appropriate techniques, which may include but are not limited to, consequences and/or incentives to ensure that agreed upon value to the state is received.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING THE CONTRACT WITH APPLY-A-LINE, INC. FOR
C.E. 1949 SMP - PAVEMENT MARKING- 2011

WHEREAS, by Resolution 11-515 dated August 9, 2011, award was made to Apply-A-Line,
Inc., Pacific, Washington for C.E. 1949 SMP - PAVEMENT MARKING-2011; and

WHEREAS, the contract in the amount of \$214,120.00 has been executed by Apply-A-Line,
Inc.; and

WHEREAS, the County Engineer recommends the Board of Benton County Commissioners
execute the Pavement Marking-2011 contract with Apply-A-Line, Inc.; NOW THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County,
Washington hereby concurs with the County Engineer's recommendation to execute the
Pavement Marking-2011 contract with Apply-A-Line, Inc. (APPLYI*161RU) in the amount
of \$214,120.00 including Washington State Sales Tax plus any change orders approved by
the County Engineer as per Resolution 11-216 dated March 28, 2011; and .

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the Pavement
Marking 2011 contract for and on behalf of Benton County; and

BE IT FURTHER RESOLVED, the pavement marking project shall be completed in its entirety
within thirty working days as described in the contract documents.

Dated this 30th day of August, 2011.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

L. Moser

CONTRACT

THIS CONTRACT, made and entered into this 30th day of August, 2011, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and APPLY-A-LINE, INC., 175 Roy Road SW, Building C, Pacific, WA 98047, (hereinafter "the Contractor").

WITNESSETH:

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

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1949 SMP – Pavement Marking 2011," and as described in and in accordance with the State of Washington 2010 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

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

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

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$214,120.00, payable as provided in the Contract Documents.

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

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

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

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

Executed by the Contractor Apply-A-Line, Inc.

COUNTY OF BENTON



Michael Liljestrom
President

Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

08/15/11

Date: _____

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney
Date: 7/23/11