

Jerome Delvin  
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, March 26, 2013 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ March 19, 2013

Review Agenda

Consent Agenda

### Auditor

a. Line Item Transfer, Fund No. 0104-101, Dept. 000

### Central Services

b. Microsoft Master Services Agreement w/Microsoft Corporation

### Commissioners

c. Centennial Proclamation for Florence Stanley

d. Contract Amendment w/Design West Architects for District Court Remodel Services

### Facilities

e. Copier Lease w/Ricoh

### Horticultural Pest and Disease Board

f. Appointment of J Lunden to the Benton County Horticultural Pest & Disease Board

g. Appointment of D Murray to the Benton County Horticultural Pest & Disease Board

h. Appointment of A denHoed to the Benton County Horticultural Pest & Disease Board

### Human Services

i. Grant Agreement w/Genesis Housing Services for Construction of Housing Development

j. Amended Agreement w/City of Richland for Construction Extension

### Juvenile

k. Contract w/K Moreno for Indigent Defense

### Office of Public Defense

l. District Court Public Defense Contract Amendment w/R Swinburnson

### Parks

m. Contract w/Dayco, Inc. for Wood Stove Installation

### Personnel

n. April Employee of the Month Appointment

o. Certificate of Appreciation for R Petersen to the Benton County Civil Service Commission

- p. Appointment of J Petersen to the Benton County Civil Service Commission Board
- q. Line Item Transfer, Fund No. 0000-101, Dept. 137

**Public Works**

- r. Funding of the Red Mountain Interchange Project
- s. Purchase Authorization from 3M for Traffic Sign Materials
- t. Approval of Annual Certification for Traffic Enforcement & Fish Passage Barrier Removal
- u. Order & Agreement for Nonexclusive Franchise for BC Water Company, LLC
- v. Interlocal Agreement w/City of Benton City for Use of Solid Waste Brush Bandit
- w. Interlocal Agreement w/City of Prosser for Use of Solid Waste Brush Bandit

**Sheriff**

- x. Purchase Agreement w/911 Supply Inc. for Employee Uniforms
- y. Authorization to Pay Net Transcripts, Inc.
- z. Purchase Agreement w/Bob Barker Inc. for Inmate Supplies
- aa. Approval of Application for Use of Training Center w/United Way of Benton & Franklin Counties
- bb. Purchase Agreement w/Interline Brands Inc. for Jail Chemical Supplies
- cc. Purchase Agreement w/Crown Paper & Janitorial Supply Inc. for Paper & Glove Supplies
- dd. Purchase Agreement w/Blumenthal Uniforms & Equipment Co, Inc. for Employee Uniforms

**Public Hearing**

**Continued** ~ Appeal of Environmental Determination ~ M Shuttleworth

**Red Mountain** Master Site Plan ~ M Shuttleworth

**Ordinance** Amendment BCC 7.16.140, Outdoor Concerts ~ R Brown

**Scheduled Business**

**Interlocal** Agreement Update on Aging and Long Term Care ~ L Brown

**Department** of Energy Law Enforcement Contract ~ Captain Vannoy

**Building** Department Permit Management System Contract ~ S Brown

**Fairgrounds** Restroom Discussion ~ D. Docken

**Tax** Title Property Discussion ~ K Mercer

**Unscheduled Visitors**

**Board Assignment Update**

**Executive Session**

Potential Litigation ~ R Brown & D Sparks

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, March 19, 2013, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Shon Small  
Commissioner James Beaver  
Commissioner Jerome Delvin  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Treasurer Duane Davidson; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Bob Woody, Central Services; Jacki Lahtinen, District Court; Clerk Josie Delvin; RJ Lott, Planning; Teri Holmes, Central Services; Stuart Holmes, Auditor's Office; Robert Heard, Central Services.

Approval of Minutes

The Minutes of February 27, 2013 were approved.  
The Minutes of March 12, 2013 were approved.

Consent Agenda

**MOTION:** Commissioner Delvin moved to approve the consent agenda items "a" through "t". Commissioner Beaver seconded and upon vote, the Board approved the following:

Animal Control

- a. Line Item Transfer, Fund No. 0000-101, Dept. 137

Clerk

- b. Line Item Transfer, Fund No. 0000-101, Dept. 106
- c. Line Item Transfer, Fund No. 0146-101, Dept. 000
- d. Authorization of Two Additional Cash Drawers

Commissioners

- e. Purchase Authorization for Two Chevrolet Impalas From Bud Clary Chevrolet
- f. Letter of Congratulations to Washington Department of Ecology

District Court

- g. Line Item Transfer, Fund No. 0000-101, Dept. 111

h. Copier Lease Agreement w/Xerox Corporation

**Facilities**

i. Notice of Substantial Completion for Justice Center TI Project

**Fairgrounds**

j. Contract with Stratton Surveying & Mapping, PC

**Juvenile**

k. Criminal Defense Panel Attorney Contract Amendment w/S Henwood

l. Criminal Defense Panel Attorney Contract w/D Anderson

m. Civil Defense Panel Attorney Contract w/J Paulsen

n. Civil Defense Panel Attorney Contract w/D Campbell

o. Contract Award to Senske Lawn & Tree Care for Turf Weed Application

**Personnel**

p. Denial of County Claim CC2013-02

q. Training Contract w/C Poulsen

**Prosecuting Attorney**

r. Agreement with DeAtley Crushing Company

**Public Works**

s. Authorization to Proceed w/Bid Process for Purchase of Two Side Cast Brooms

**Sheriff**

t. Purchase Authorization for One Kawasaki Concours Police Motorcycle

**Public Hearing - Private Road Naming – PR 13-01**

RJ Lott said that Jim Parker submitted a request to name a private road that was not yet named or numbered located off Hansen Road and all properties affected by the proposed name were owned by Mr. Parker. He said the most appropriate name was Salmon Run PR NW and the Planning Department recommended approval.

As there was no one present for public testimony, the public hearing was closed for comment.

**MOTION:** Commissioner Beaver moved to approve the road name change of the private road in Short Plat 3044 to Salmon Run PR NW with the condition the applicant had 30 days to pay the required sign fee for construction and placement of the private road sign. If the fee was not paid within 30 days, the approval would be declared null and void. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

**Central Services – WI-FI Presentation**

Bob Woody said the current wireless network access that existed in the county buildings was not adequate for the needs today. He said there were five separate networks that had to be maintained and it was difficult for corporate county users to access. He said they wanted to find a solution to simplify the way it worked for corporate county users and guests, improve the wireless coverage to include all county buildings, ensure it was reliable and secure, and have the ability to expand easily and manage those expansions. He said all these goals were considered when looking for a solution.

Mr. Woody then showed a video presentation from Meraki Company (based out of the bay area) regarding a network system that worked and the complexity was taken care of by cloud based management tools. He said this program would increase internet band width, increase connection between buildings, push connectivity to every area of county buildings, and would also increase desktop performance.

Mr. Sparks said Meraki sent some demo products and Central Services tried to crash the internet with their product; additionally, he downloaded his agenda with Meraki and it was night and day compared to what the County currently had. Mr. Sparks said the initial capital investment was \$60,000 for purchase of equipment and then it operated on a three-year lease at approximately \$5,000 to \$6,000 a year for the software. He said it fit the current IT plan and Central Services did an excellent job of researching this and they were now ready to go forward with an RFP.

The Board agreed to move forward on the RFP process.

### **ER&R Vehicle Policy**

Steve Becken presented the updated proposed ER&R Vehicle policy and said that Loretta Smith Kelty and Dan Mack had worked primarily on the policy, and Larry Moser had worked on the rental rates. He said the original policy was done in 1990 and vehicle replacement was based on 100,000 miles and 5 years old. He said highlights for the new policy were depreciation of 7 years, 100,000 miles or 10 years old or determination by ER&R that the vehicle was not safe to drive. He said the departments would fund the vehicle and in 10 years would have money to buy a new one. He said that all vehicles would be maintained at the shop at 4,000 mile intervals and rental rates would actually depend on maintenance costs through the years. Additionally, all vehicles would be fleet white, except large road maintenance vehicles.

Commissioner Delvin asked if the policy was sent out to other elected officials. Ms. Smith Kelty said she had been talking individually with departments to find out what was needed but she had not sent out the policy. Commissioner Delvin thought maybe it should go to elected officials for their comments and the Board agreed. Ms. Smith Kelty said she would email the policy out and bring it back for Board approval in a couple of weeks.

### **MATRICES Interlocal Emergency Communication System**

Mr. Sparks said they had been working with the jurisdictions on a new interlocal for a study to design an implementation plan that worked towards regionalization of the emergency communications systems. He presented a draft of that interlocal agreement and asked the Board if it wanted to move forward.

Commissioner Delvin said he attended a meeting with the three city managers and Franklin County and had a good conversation and there was a new comfort level that would allow the process to continue without committing to a regionalization. He said at the end of the process they would be able to decide if the merger made sense and if they wanted to proceed ahead.

**MOTION:** Commissioner Delvin moved that the Commissioners accept the draft interlocal agreement (MATRICS) and allow David Sparks and Loretta Smith Kelty to proceed and work with the parties for a final agreement. Commissioner Beaver seconded.

### Discussion

Commissioner Beaver said it appeared to be a boiler plate agreement, however, the part that disturbed him was on page 2 section 6 (Objectives/Criteria) that was removed that would include how Benton County/Kennewick/Richland would be compensated or reimbursed for their current capital outlay or infrastructure. He said that translated to him as an attempt to have people join this process that were not invested in it and would be putting Benton County politically in a position that he didn't want to be in. He said it appeared that Benton County owned what it owned but that others were trying to get involved.

Commissioner Delvin said he wanted to see this process continue so they could address all the issues (who was paying for what, who was a partner, who would pay for contractual services). He said he was fine with this draft agreement and his expectations were that the group would come to the Board to talk about where they were in the process.

Chairman Small agreed that Commissioner Beaver had some valid points about being concerned about the future. He said he thought the contract read that it was working towards a regionalization and the cost allocation would include a cost benefit analysis. He felt the agreement would work toward finding out if this was a good idea and it was the right direction to go.

Commissioner Beaver commented that if this was such a great idea, why was it a problem keeping in the language that would make Benton County more comfortable. He said it appeared to be a game to get the County to pay more money.

Upon vote, the motion carried with Commissioner Beaver opposing.

### **Unscheduled Visitors**

Duane Davidson presented a letter to the legislators from Benton County elected officials urging the State not to cut State Shared Revenues.

**MOTION:** Commissioner Beaver moved to approve signing the letter. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

Mr. Davidson also updated the Board on the following legislation:

Administrative Refund Levy - (Senator Brown sponsored for the Treasurer's Association and supported by WACO and WSAC) made it through the Senate and was now sitting in House Finance. He said if it was delayed further he might ask for further support from the Commissioners.

Treasurer Foreclosure Fees bill - he said it would assist in keeping the Treasurer's O & M funded (there were two FTE's in that fund). He said it passed the House and was now in Government Ops Committee.

He said there were originally six bills that would allow for payment of property taxes on installment basis and HB 1004 was still alive. He said it cut into penalties and interests and there were some ramifications to the County but he was asking the Board to support that bill.

Andy Miller via/videoconference said he wanted to update the Board on his plans to apply to the Dept. of Justice for a justice and mental health corroboration grant that required corroboration with a governmental agency and mental health treatment agency. He said they would be applying in conjunction with Lourdes Counseling Center and received letters of support from NAMI, Ed Thornbrugh, Human Services, Benton-Franklin Health Alliance, Kennewick Police, Benton County Sheriff, W. Richland Police Department, Richland Police Department, Superior Court and District Court. He said this would be a planning grant to get all treatments agencies, law enforcement, and court to work on these issues and try to come up with a common goal. He said different options could be a triage program or pre-charge diversion program, mental health court, treatment in the jail, follow up treatment, and/or probation treatment were all possibilities. He said he talked to David and Loretta and was also keeping the cities involved. He said he knew the Board was always appropriately concerned about sustainability and there was an implementation grant after the planning grant. He said he planned to apply unless there were some concerns and would continue to keep the Board apprised through David Sparks and Loretta Smith Kelty.

Commissioner Delvin said he believed the issues should be addressed and he was in favor of moving forward. The Board agreed.

### **Commissioner Assignment Update**

Commissioner Beaver said he attended the Park Board meeting (Hank Sauer retired after 20 years) and the Council of Government meeting (interviewed an individual for executive director position). He said he planned to attend the ECA conference in DC and asked the Board for approval (he said it was fully reimbursed for two individuals from the County).

**MOTION:** Commissioner Small moved to approve the travel for Commissioner Beaver. Commissioner Delvin seconded and upon vote, the motion carried with Commissioner Beaver abstaining.

Commissioner Delvin said he attended the Ben Franklin Transit meeting, as well as another water meeting in Yakima with the Yakima Basin group (they have a plan in place but it was a matter of getting funding). He said he would be visiting Olympia in April for WACO to attend events and said if there was anything the Board wanted to talk about to let him know. There was a SARC meeting on March 27 asking for community members and he was going to volunteer (he served on crime victim advocate committee for the State). The Board agreed. Additionally, he said the NACO western meeting was coming in May and he would pay his cost to get down there if the County would pay the hotel (\$115/night and registration fee).

**MOTION:** Commissioner Beaver moved to approve paying for hotel and registration at the NACO western meeting. Commissioner Small seconded and upon vote, the motion carried with Commissioner Delvin abstaining.

Additionally, Commissioner Delvin talked about the Board having a budget presentation in April and that he would talk with Keith Mercer about what he wanted to see. He said he also forwarded an email to the Sheriff about witnessing shooting on a private road (Owen Road) and they said they would look into it and also see about getting a work crew to clean up trash.

Chairman Small said he also attended the Park Board meeting, the Prosser Leadership meeting (and thanked everyone for their presentations), and the town hall meeting that started in Richland and moved to West Richland and ended up in Kennewick.

The Board recessed, reconvening at 10:19 a.m.

### **Executive Session**

The Board went into executive session at 10:19 a.m. for up to 10 minutes to discuss the performance of a public employee. Also present were Melina Wenner, Loretta Smith Kelty, and David Sparks. The Board came out at 10:37 a.m. and Mr. Sparks said that no decisions were made.

The Board recessed, reconvening at 1:30 p.m.

### **Continued Public Hearing – Appeal of Environmental Determination**

Mike Shuttleworth said the public hearing was continued for deliberation by the Board. Additionally, he asked the members if they had engaged in any ex parte communication since the last disclosure and they all said they had no new communication. The Board members then reiterated their previous disclosure. Commissioner Beaver said he previously talked to Dr. Olsen and Ryan Brown. Commissioner Delvin said he read an email from Dr. Olsen and had discussions with Ryan Brown. Chairman Small said he talked with Dr. Olsen twice as disclosed before.

Chairman Small said he had questions for Mr. Wkoff and reminded him that his oath continued. He asked Mr. Wykoff how many acres his wells pumped. Mr. Wykoff said there were two wells in the Wanapum, one was called the Wykoff well and the other was the DNR well. He said they had a lease with DNR for supplemental water purposes and both wells covered several hundred acres in supplemental water use, although he wasn't exact and it might be more than hundreds. He said the water from DNR was also used by Mr. Jim Willard in supplemental water years. He said he believed there were additional wells in the Wanapum that were used for supplemental purposes (Lewis and Munich families that were both a mile away from the DNR well).

It was asked if there were any new comments received and entered into the record. Mr. Shuttleworth presented two letters submitted to the Planning Department. One from Suzanne Skinner (Exhibit aa) and one from Gary Finn (Exhibit bb).

Chairman Small then stated the public input portion was closed for further public testimony.

**MOTION**: Commissioner Beaver moved to uphold the determination of significance for EA 12-14. Commissioner Delvin seconded.

### Discussion

Commissioner Delvin said he did not see what was presented as significant. He said the main issue seemed to be the aquifer with one side with expert analysis. The other side showed DNR had concerns but nothing to show. He said the Dept. of Ecology only had communication between them on the definition. He said he was not convinced there was anything proven to be significant and that all other concerns would be addressed in the permitting process. He said if it came down to the water, it was not the County's responsibility but it should be the Dept. of Ecology's responsibility to quantify the water. He said if they had an issue with the well, they should take action and it was not the County's duty to protect the water rights, it was the State's duty to protect water rights. He reiterated that nothing that was significant was proven to him more than a moderate adverse impact on environmental quality.

Commissioner Beaver read the letter from the Center for Environmental Law (Suzanne Skinner, Exhibit "aa", paragraph 3): "Where warranted, a county may and should deny a land use application on environmental grounds" illustrated his position. He said it suggested to him, along with the testimony received that this project would create a significant impact and the evidence in front of them would support the Planning Manager's decision and so he wanted to reaffirm the Planning Manager's decision as he saw it. He said Mr. Shuttleworth has spent years looking at these types of issues and had made a determination of significance.

Chairman Small said in his determination of what was truly defined as significant he looked at the totality of all things submitted. There was testimony that someone was deciding whether to take a shower or water their garden at one end and the other end a farmer dealing with irrigation. He said that everything he read referenced the drop in water and the concern about that. He said he was not saying no to someone's dream of putting in a cattle yard but the main issue was regarding the EIS and he believed it was a case by case study and he did not believe they were setting a precedent on this issue.

Commissioner Delvin said his decision had nothing to do with Mr. Shuttleworth since he himself said he was not a hydrologist or water expert person and there were reports out there. He said the people who spoke about their wells were not in the same aquifer and he was just saying the County should not decide on the water and that it was the State's job. The County should not be making the determination because it did not have the expertise. Additionally, the Dept. of Ecology had not done a good job and they had fought this issue at the State about whose role it was.

Chairman Small requested a recess to confer with the attorney.

The Board recessed, reconvening at 1:55 p.m.

Chairman Small said he asked Mr. Brown if the Board would be setting any sort of precedent either way it was decided.

Upon vote, the motion carried with Commissioner Delvin opposing.

The Board restated it was affirming the determination of significance and requested Mr. Shuttleworth prepare findings and conclusions. Mr. Shuttleworth said they normally work with a Commissioner on the findings and Chairman Small said he could do that.

The public hearing was continued to 9:00 a.m. on March 26, 2013 to discuss the proposed findings and conclusions of law.

### **Vouchers**

Check Date: 03/08/2013  
Warrant #: 76303-76441  
Warrant #: 76505-76635  
Total all funds: \$375,187.02

Check Date: 03/12/2013  
Procurement Cards #: 0312  
Total all funds: \$124,136.87

Check Date: 03/15/2013  
Warrant #: 235425-235441  
Direct Deposit #: 82683-82878  
Total all funds: \$104,265.87

Check Date: 03/15/2013  
Taxes #: 10113034  
Total all funds: \$34,390.69

Check Date: 03/15/2013  
Warrant #: 76796-76938  
Total all funds: \$1,624,722.93

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

### **Resolutions**

2013-219: Line Item Transfer, Fund No. 0000-101, Dept. 137  
2013-220: Line Item Transfer, Fund No. 0000-101, Dept. 106  
2013-221: Line Item Transfer, Fund No. 0146-101, Dept. 000  
2013-222: Authorization of Two Additional Cash Drawers  
2013-223: Purchase Authorization for Two Chevrolet Impalas From Bud Clary Chevrolet  
2013-224: Line Item Transfer, Fund No. 0000-101, Dept. 111

- 2013-225: Copier Lease Agreement w/Xerox Corporation
- 2013-226: Notice of Substantial Completion for Justice Center TI Project
- 2013-227: Contract with Stratton Surveying & Mapping, PC
- 2013-228: Criminal Defense Panel Attorney Contract Amendment w/S Henwood
- 2013-229: Criminal Defense Panel Attorney Contract w/D Anderson
- 2013-230: Civil Defense Panel Attorney Contract w/J Paulsen
- 2013-231: Civil Defense Panel Attorney Contract w/D Campbell
- 2013-232: Contract Award to Senske Lawn & Tree Care for Turf Weed Application
- 2013-233: Denial of County Claim CC 2013-02
- 2013-234: Training Contract w/C Poulsen
- 2013-235: Agreement with DeAtley Crushing Company
- 2013-236: Authorization to Proceed w/Bid Process for Purchase of Two Side Cast Brooms
- 2013-237: Purchase Authorization for One Kawasaki Concours Police Motorcycle

There being no further business before the Board, the meeting adjourned at approximately 2:00 p.m.

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Clerk of the Board

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Chairman

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: TRANSFER OF FUNDS WITHIN VETERANS ASSISTANCE FUND NUMBER 0104101.

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 \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

Prepared by P. Powell



AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED			
Meeting Date:	Execute Contract	<u>  x  </u>	Consent Agenda	<u>  x  </u>
Subject: Microsoft Premier Services Agreement	Pass Resolution	<u>  x  </u>	Public Hearing	_____
	Pass Ordinance	_____	1 <sup>st</sup> Discussion	_____
	Pass Motion	_____	2 <sup>nd</sup> Discussion	_____
Prepared By: Teri Holmes	Other	_____	Other	_____
Reviewed By: Loretta Smith Kelty				

**BACKGROUND INFORMATION**

A very important contributor to the recent success in implementing new Microsoft technologies has been the Premier Services support that was put in place as part of the move to a Microsoft platform for the county infrastructure. Knowing that there was more to come, the 2013-14 budget included a continuation of this support. The attached resolution and agreement puts the Premier Services support in place for the next two years.

**SUMMARY**

Documents to continue Microsoft Premier Services support for two years.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

None. Included in the 2013-14 biennium.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RENEWING THE STATE AND LOCAL – MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION AGREEMENT BETWEEN BENTON COUNTY AND MICROSOFT CORPORATION.

WHEREAS, Benton County entered into a Microsoft Master Services Agreement – State and Local and a State and Local – Microsoft Premier Support Services Description Agreement via Resolution 2012-173; and

WHEREAS, the State and Local – Microsoft Premier Support Services Description Agreement expires on March 27, 2013; and

WHEREAS, it is in the best interests of the County to secure a high level of vendor support in order to assure the success of implementing Microsoft products licenses by the County; and

WHEREAS, the Deputy County Administrator recommends renewing the State and Local – Microsoft Premier Support Services Description Agreement; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached State and Local Government – Microsoft Premier Support Services Description Agreement (Exhibit "A") with the Microsoft Corporation in an amount not to exceed \$128,340 plus Washington State sales tax; and

BE IT FURTHER RESOLVED that the Chairman of the Board is hereby authorized to sign the attached agreement; and

BE IT FURTHER RESOLVED, that the attached agreement will become effective March 28, 2013, and will remain in force until March 27, 2015; and

BE IT FURTHER RESOLVED, that the Central Services Manager or Assistant Manager be authorized to sign any additional forms or documents that may be required within the scope of the agreement.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

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

## State and Local Government – Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)  
**Services Description Number.**  
 (For Microsoft Internal Purposes Only)  
 MSL Number

U7708757

This services description ("Services Description") is made pursuant to the Microsoft Master Services Agreement, (the "Agreement") effective as of 3/28/2012, which is incorporated herein by this reference. In this Services Description "You", "Your" or "Customer" means the undersigned customer and "We," "Us," or "Our" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

Customer Invoice Information		
Name of Customer Benton County Washington		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.) Teri Holmes
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address 620 Market Street		Contact E-mail Address teri.holmes@co.benton.wa.us
City Prosser	State/Province WA	Phone 509.786.5603
Country USA	Postal Code 99350	Fax

**Invoicing**  
 Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable in full within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).

**Term**  
 This Services Description will commence on 3/28/2013 and will expire on 3/27/2015 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) Benton County Washington	Name Microsoft Corporation
Signature	DocuSigned by: Signature James Auslander
Name of person signing (please print)	Name of person signing (please print) James Auslander
Title of person signing (please print)	Title of person signing (please print) Services Sales Manager

Approved as to form:  Date: 3/15/13  
 Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 03/26/13	Execute Contract _____	Consent Agenda _____
Subject: <u>Stanley</u>	Pass Resolution XXX	Public Hearing XXX
<u>Proclamation</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: Marilu Flores	Pass Motion _____	2nd Discussion _____
Reviewed by: LSK	Other _____	Other _____

### BACKGROUND INFORMATION

The Commissioners' Office was contacted by Chief Whealan from Benton County Fire Protection District #4 in regards to Florence Stanley turning 100 years on April 17<sup>th</sup>. Chief Whealan informed our office that there will be a celebration being planned on April 13 for Ms. Stanley and asked if our office would be willing to do a proclamation for Ms. Stanley to be presented to her on that date.

### SUMMARY

### RECOMMENDATION

That the Commissioners process a proclamation for Florence Stanley in honor & congratulate her on her 100<sup>th</sup> birthday.



# PROCLAMATION

BY THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**WHEREAS**, Florence Stanley of West Richland has lived through a century of innovation unlike any other generation before her has ever experienced; and,

**WHEREAS**, Ms. Stanley was born in Jenner, Alberta on 17 April 1913; the oldest of six children in a farming family that had no means of food refrigeration, relied on a horse-and-buggy for transportation, was educated in a one-room schoolhouse, and had no concept of television; and,

**WHEREAS**, Ms. Stanley moved to Oregon in 1926; was married to Loyd Stanley, her husband of 60 years, in 1933; and is mother to two daughters and a son; and,

**WHEREAS**, Ms. Stanley has been a fixture in the West Richland senior community where her baking and storytelling are appreciated by all, and from where many of the sweaters and afghans she knits and crochets are sent around the world to victims of catastrophes;

**NOW THEREFORE**, we, the Benton County Board of Commissioners, honor and congratulate

*Florence Stanley*

on the occasion of her 100<sup>th</sup> birthday; whereupon we thank her for all of her contributions, and we join her and the community in celebrating her life, her talents, and her accomplishments.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
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>COMMISSIONERS</u>
Meeting Date: 03/26/2013	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R. Lukson	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Per Resolution 2012-445 dated August 7, 2012 the Board of Benton County Commissioners entered into a Professional Service Contract with Design West Architects, PA to provide architectural and engineering services, including complete documentation and construction administration for the Benton County District Court remodel, for a contract amount not to exceed \$21,600.00 plus all reimbursable expense billed at cost plus 15%.

Attached is a First Amendment to increase the original contract an additional \$5,480.00 due to the unanticipated need of a Hazardous Material Consultant to perform testing on the area of construction and to update drawings and specifications to include asbestos abatement to be completed as part of said project.

**RECOMMENDATION**

Approve the attached Resolution and First Amendment to increase the contract to an amount not to exceed \$27,080.00, plus any reimbursable expense plus 15%.

**FISCAL IMPACT**

Over all fiscal impact is \$27,080.00 plus reimbursable expense, which shall be paid out of the Capital Fund. No supplement needed.

**MOTION**

Move to approve the First Amendment to the Professional Service Contract between Benton County and Design West Architects, PA, increasing the contract amount not to exceed \$27,080 plus reimbursable expense for the additional services mentioned above; authorizing the Chairman to sign said First Amendment.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PROFESSIONAL SERVICE CONTRACT AMENDMENT BETWEEN DESIGN WEST ARCHITECTS, PA AND BENTON COUNTY FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR DISTRICT COURT REMODEL LOCATED IN PROSSER, WA

WHEREAS, per Resolution 2012-445 dated August 7, 2012 the Board of Benton County Commissioners entered into a Professional Service Contract with Design West Architects, PA to provide architectural and engineering services, including complete documentation and construction administration for the Benton County District Court remodel, for a contract amount not to exceed \$21,600.00 plus all reimbursable expense billed at cost plus 15%; and

WHEREAS, the attached First Amendment is necessary to increase the contract an additional \$5,480.00 due to the unanticipated need of a Hazardous Material Consultant to perform testing on the area of construction, and to update drawings and specifications to include asbestos abatement to be completed as part of said project; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the First Amendment to increase the contract an additional \$5,480.00 for the unanticipated need of a Hazardous Material Consultant, and update drawings and specifications to include asbestos abatement for a contract amount not to exceed \$27,080.00, plus any reimbursable expense plus 15%; and

**BE IT FURTHER RESOLVED** the Board authorizes the Chairman of the Board to sign the First Amendment to said contract attached hereto.

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

## FIRST PROFESSIONAL SERVICE CONTRACT AMENDMENT

**THIS FIRST CONTRACT AMENDMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **DESIGN WEST ARCHITECTS, PA** a Washington professional corporation with its principal office at 7513 W Kennewick Avenue, Suite D, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

**WHEREAS**, the parties entered into a Professional Service Contract per Resolution 2012-445 dated August 7, 2012 (the "CONTRACT") to provide Architectural and Engineering services for the for the Benton County District Court Remodel for a contract amount not to exceed \$21,600.00, plus all reimbursable expense billed at cost plus 15%; and

**WHEREAS**, this first amendment is necessary to increase the CONTRACT an additional \$5,480.00 due to the unanticipated need of a Hazardous Material Consultant to perform testing on the area of construction and to update drawings and specifications to include asbestos abatement to be completed as part of said project; and

The parties agree that all provisions of the CONTRACT remain in effect except for the following sections which shall be replaced in their entirety with the following:

### 3. SERVICES PROVIDED

- a.
  - ii. CONTRACTOR agrees to employ and compensate a Hazardous Material Consultant to review the project site and to update all project drawings, designs, and specifications, including but not limited to revisions due to asbestos abatement, on an as needed basis throughout the course of the project.

### 5. COMPENSATION

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty seven thousand eighty dollars (\$27,080.00) not including any reimbursable expenses as detailed in Exhibit A, and as amended by the parties First Contract Amendment, at actual cost plus fifteen percent (15%) unless agreed to by further amendment by both parties. The CONTRACTOR shall be paid the amount stated in the proposal and approved resolution consistent with the rates established in Exhibit A and as amended by the parties First Contract Amendment.

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this First Contract Amendment on behalf of the COUNTY, and the CONTRACTOR has executed this Contract, on the day and year first above written.

**BENTON COUNTY**

**DESIGN WEST ARCHITECTS**

\_\_\_\_\_  
**Shon Small, Chairman**

\_\_\_\_\_  
**Brandon Wilm, Managing Associate**

Date: \_\_\_\_\_

Date: 3/19/13

Approved as to Form:

\_\_\_\_\_  
**Ryan Lukson**  
**Civil Deputy Prosecuting Attorney**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	Execute Contract		Consent Agenda X
Subject: <u>3/26/13</u>	Pass Resolution X		Public Hearing
Prepared by: <u>C. McKenzie</u>	Pass Ordinance		1st Discussion
Reviewed by: <u>R. Lukson</u>	Pass Motion		2nd Discussion
	Other		Other

**BACKGROUND INFORMATION****SUMMARY**

The Facilities Department requests the Board authorize a 48 month lease agreement through WA State Contract #03706 with Ricoh USA for lease of a Ricoh Aficio MPC 2551 copier in the amount of \$180.27 per month, plus \$.008 for (black/white copies) and \$.065 for (color copies).

**RECOMMENDATION**

Approve the resolution and lease agreement between Benton County and Ricoh USA for lease of the Ricoh Aficio MPC 2551 copier for the Benton County Facilities Department. This lease would begin upon delivery of the copier and expire 48 months thereafter.

**FISCAL IMPACT**

\$180.27/month plus \$.008 (Black/white copies) and \$.065 (color copies)  
 Current Expense – Facilities Department  
 No supplement required

**MOTION**

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE LEASE AGREEMENT FOR A COPIER FROM RICOH  
USA FOR THE BENTON COUNTY FACILITIES DEPARTMENT**

**WHEREAS**, Ricoh USA is an authorized vendor under State Contract #03706.

**WHEREAS**, the Benton County Facilities Department desires to enter into a forty-eight (48) month lease agreement with Ricoh USA to lease a Ricoh Aficio MPC 2551 Copier; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA for a forty-eight (48) month lease of a Ricoh Aficio MPC 2551 Copier with additional equipment as listed in the amount of \$180.27 per month plus \$.008 per black and white copy and \$.065 per color copy;

**BE IT FURTHER RESOLVED** the attached lease agreement shall commence upon delivery of the Ricoh Aficio MPC 2551 Copier and shall expire forty-eight months (48) thereafter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

# LEASE 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 resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Ricoh USA  
 VENDOR CODE:  
 VENDOR CONTACT: Angela Campos  
 VENDOR CONTACT PHONE: (509) 910-6408  
 VENDOR ADDRESS: PO Box 650073, Dallas, TX 75265-0073  
 TYPE OF LEASE: 48 month copier lease per WA State Contract #03706

**AGREEMENT:**  
In exchange for the consideration identified herein, the Vendor agrees to lease the following office equipment to Benton County under the terms described within this Agreement.

SHIP TO:  Benton County Facilities 7122 W. Okanogan Pl, Bldg. A Kennewick, WA 99336	BILL TO:  Benton County Facilities 7122 W. Okanogan Pl, Bldg. A Kennewick, WA 99336	REMIT TO:  Ricoch USA
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Delivery Date:	April 17, 2013
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Line	Model	Description	Term	Unit Price	Total Lease Amount
1	Aficio MPC 2551	Ricoh MPC 2551 per Washington State Contract #03706. Cost per color image: \$.065. Cost per BW copy: \$.008.	48 months	\$107.37	\$5153.76
2		Network & Scan Connect – Seg BC1	48 months	\$2.32	\$111.36
3		Paper Feed Unit	48 months	\$16.11	\$773.28
4		Internal Finisher Type C2550	48 months	\$15.46	\$742.08
5		File format converter Type E	48 months	\$7.43	\$356.64
6		Punch Unit PU3010NA	48 months	\$10.93	\$524.64
7		Postscript3 Unit type C2551	48 months	\$7.50	\$360.00
8		Fax option type C2551	48 months	\$13.15	\$631.20

The term of this Agreement shall be 48 months commencing upon delivery and expiring 48 months thereafter. Monthly lease amount shall be \$180.27 plus tax. Vendor will bill the County monthly at the rates provided herein payable by County thirty (30) days upon receipt.

SUB TOTAL =	\$8652.96
8.3% SALES TAX =	\$718.20
TOTAL ORDER =	\$9,371.16

This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued by the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A), as well as copier the copier pricing applicable to this Lease Agreement (copy attached hereto as Exhibit B).

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Dept. Contact: Dan Waggoner  
Benton County Facilities Dept.  
Title: Electronics Tech.

In case of conflicts, the order of precedence is:  
1. The State of Washington Contract No. 03706  
2. This Lease Agreement.

Address: 7122 W. Okanogan Pl, Bldg. A  
Kennewick, WA 99336

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

Phone: (509) 222-3704  
Fax: (509) 736-2708

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): Angeki Campos Title: AE Date: 3/2013

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: <u>3/26/13</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Board appt</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>Frank Wolf</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Frank Wolf</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Horticultural Pest and Disease Board currently has two vacant positions. And the terms of two board members, Archie den Hoed and Jeff Lunden, on the Horticultural Pest and Disease Board will expire on March 31, 2013.

**SUMMARY**

David Murray has declared a willingness and desire to be appointed to the Horticultural Pest and Disease Board. And both Archie den Hoed and Jeff Lunden have declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

**RECOMMENDATION**

The Horticultural Pest and Disease Board recommends the Board of County Commissioners appoint David Murray and reappoint Archie den Hoed and Jeff Lunden to the Horticultural Pest and Disease Board for two year terms.

**FISCAL IMPACT**

Ensure growers in Benton County have unrestricted trade in national and international markets.

**MOTION**

Appoint David Murray and reappoint Archie den Hoed and Jeff Lunden to the Horticultural Pest and Disease Board for two year terms.

# RESOLUTION

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

**IN THE MATTER OF APPOINTING JEFF LUNDEN TO THE BENTON COUNTY  
HORTICULTURAL PEST AND DISEASE BOARD**

**WHEREAS**, Jeff Lunden has declared a willingness and a desire to be reappointed to the Board **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby reappoints Jeff Lunden, 50102 N Whan Road Benton City, WA 99320, to the Horticultural Pest and Disease Board, said two year term ending March 31, 2015.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

cc:

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/26/13</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Board appt</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>Frank Wolf</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Frank Wolf</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Horticultural Pest and Disease Board currently has two vacant positions. And the terms of two board members, Archie den Hoed and Jeff Lunden, on the Horticultural Pest and Disease Board will expire on March 31, 2013.

**SUMMARY**

David Murray has declared a willingness and desire to be appointed to the Horticultural Pest and Disease Board. And both Archie den Hoed and Jeff Lunden have declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

**RECOMMENDATION**

The Horticultural Pest and Disease Board recommends the Board of County Commissioners appoint David Murray and reappoint Archie den Hoed and Jeff Lunden to the Horticultural Pest and Disease Board for two year terms.

**FISCAL IMPACT**

Ensure growers in Benton County have unrestricted trade in national and international markets.

**MOTION**

Appoint David Murray and reappoint Archie den Hoed and Jeff Lunden to the Horticultural Pest and Disease Board for two year terms.

# RESOLUTION

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

**IN THE MATTER OF APPOINTING DAVID MURRAY TO THE BENTON COUNTY HORTICULTURAL PEST AND DISEASE BOARD**

**WHEREAS**, David Murray has declared a willingness and a desire to be appointed to the Board; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby appoints David Murray, 2311 Michael Avenue Richland, WA 99352, to the Horticultural Pest and Disease Board, said two year term ending March 31, 2015.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

cc:

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/26/13</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Board appt</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>Frank Wolf</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Frank Wolf</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Horticultural Pest and Disease Board currently has two vacant positions. And the terms of two board members, Archie den Hoed and Jeff Lunden, on the Horticultural Pest and Disease Board will expire on March 31, 2013.

**SUMMARY**

David Murray has declared a willingness and desire to be appointed to the Horticultural Pest and Disease Board. And both Archie den Hoed and Jeff Lunden have declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

**RECOMMENDATION**

The Horticultural Pest and Disease Board recommends the Board of County Commissioners appoint David Murray and reappoint Archie den Hoed and Jeff Lunden to the Horticultural Pest and Disease Board for two year terms.

**FISCAL IMPACT**

Ensure growers in Benton County have unrestricted trade in national and international markets.

**MOTION**

Appoint David Murray and reappoint Archie den Hoed and Jeff Lunden to the Horticultural Pest and Disease Board for two year terms.

# RESOLUTION

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

**IN THE MATTER OF APPOINTING ARCHIE den HOED TO THE BENTON COUNTY HORTICULTURAL PEST AND DISEASE BOARD**

**WHEREAS**, Archie den Hoed has declared a willingness and a desire to be reappointed to the Board **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby reappoints Archie den Hoed, 63801 N Griffin Road Grandview, WA 98930, to the Horticultural Pest and Disease Board, said two year term ending March 31, 2015.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

cc:

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p><b>Meeting Date:</b></p> <p><b>Subject:</b>  <u>Grant Agreement #2060-2012-GHS between Benton and Franklin Counties Department of Human Services and Genesis Housing Services</u></p> <p><b>Prepared by:</b>                      Maria Loera, Sr. Secretary-DHS</p> <p><b>Reviewed by:</b>                      Ed Thornbrugh, Administrator-DHS</p>	<p><b>Execute Contract</b>            <u>  X  </u></p> <p><b>Pass Resolution</b>            <u>  X  </u></p> <p><b>Pass Ordinance</b>            <u>      </u></p> <p><b>Pass Motion</b>                <u>      </u></p> <p><b>Other</b>                         <u>      </u></p>		<p><b>Consent Agenda</b>            <u>  X  </u></p> <p><b>Public Hearing</b>               <u>      </u></p> <p><b>1st Discussion</b>              <u>      </u></p> <p><b>2nd Discussion</b>              <u>      </u></p> <p><b>Other</b>                         <u>      </u></p>

**BACKGROUND INFORMATION**

Benton County 2060 funds will be combined with financing from USDA-Rural Development and Low Income Housing Tax Credits, totaling over \$10 million, for the purpose of purchasing land, paying architectural fees and constructing a 61unit affordable housing development in Prosser, WA.

The project will serve Farmworker and Workforce families earning 50% or less of Area Median Income (AMI), based on family size.

**SUMMARY**

**Award:** Maximum consideration is \$350,000.00  
**Period:** Date of Execution through August 31, 2014  
**Funding Source:** Benton County 2060 Affordable Housing Fund

**COORDINATION**

Ryan Lukson, BCPA  
 Ed Thornbrugh, Human Services

**RECOMMENDATION**

- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant 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 0152101 State/Affordable Housing Fund, for a grant agreement amount of \$350,000.00

**MOTION**

To approve signing Grant Agreement #2060-2012-GHS between Benton Franklin Counties Department of Human Services and Genesis Housing Services, 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 GRANT AGREEMENT #2060-2012-GHS BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND GENESIS HOUSING SERVICES, FOR PURCHASING LAND, PAYING ARCHITECTURAL FEES AND CONSTRUCTING A 61 UNIT AFFORDABLE HOUSING DEVELOPMENT IN PROSSER, WA**

**WHEREAS**, Benton County 2060 Grant funds will be combined with financing from USDA-Rural Development and Low Income Housing Tax Credits, totaling over \$10 million, for the purpose of purchasing land, paying architectural fees and constructing a 61 unit affordable housing development in Prosser, WA; and

**WHEREAS**, the project will serve Farmworker and Workforce families earning 50% or less of Area Median Income (AMI), based on family size; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby accepts the proposed Grant 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 Benton County, Grant Agreement #2060-2012-GHS, between Benton and Franklin Counties Department of Human Services and Genesis Housing Services, for purchasing land, paying architectural fees and constructing a 61 unit affordable housing development in Prosser, WA, for a Grant Agreement amount of \$350,000.00; and

**BE IT FURTHER RESOLVED**, the term of the attached Grant Agreement commences on the Date of Execution and ends on August 31, 2014.

Dated this . . . day of . . . . ., 2013

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Grant Agreement #2060-2012-GHS**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and Genesis Housing Services, a Washington State Non-Profit corporation, with its principal offices at 5301 Tieton Drive, Suite G, Yakima, WA 98908 (hereinafter "Recipient"), and together referred to as the "Parties."

County Contact Representative:  
Edward Thornbrugh, Administrator  
Department of Human Services  
7102 West Okanogan Place, Suite 201  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

Recipient Contact Representative:  
John Probst, Executive Director  
Genesis Housing Services  
5301 Tieton Drive, Suite G  
Yakima, WA 98908  
Phone: 509.853.2800  
Fax: 509.853.2805  
E-Mail: jprobst@cchsyakima.org

Agreement Start Date ..... Date of Execution  
Agreement End Date ..... August 31, 2014  
Consideration ..... \$350,000.00

Exhibit A.....  
Project Description & Budget for Land Acquisition, Architectural Fees & New Construction County money is used as partial match for cost listed above.

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 Recipient:

 3/1/13  
Executive Director Date

For Benton County:

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

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

Approved as to Content:

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

Approved as to Form:

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b>  <u>First Amendment to Grant Agreement</u>  <u>#2060-2012-City of Richland: between</u>  <u>Benton and Franklin Counties</u>  <u>Department of Human Services and the</u>  <u>City of Richland</u></p> <p><b>Prepared by:</b>            Maria Loera, Sr. Secretary-DHS</p> <p><b>Reviewed by:</b>            Ed Thornbrugh, Administrator-DHS</p>	<p><b>Execute Amendment</b>    <u>  X  </u></p> <p><b>Pass Resolution</b>        <u>  X  </u></p> <p><b>Pass Ordinance</b>        <u>      </u></p> <p><b>Pass Motion</b>             <u>      </u></p> <p><b>Other</b>                      <u>      </u></p>	<p><b>Consent Agenda</b>        <u>  X  </u></p> <p><b>Public Hearing</b>           <u>      </u></p> <p><b>1st Discussion</b>         <u>      </u></p> <p><b>2nd Discussion</b>        <u>      </u></p> <p><b>Other</b>                     <u>      </u></p>

**BACKGROUND INFORMATION**

The purpose of this First Amendment to Grant Agreement #2060-2012-City of Richland is requested because of unforeseen delay in approving the original Agreement and some additional construction delays.

The City of Richland intends to complete the rehabilitation of two 3-bedroom duplex units of transitional housing opportunities for domestic violence victims and their families, and transfer the duplex to the Kennewick Housing Authority public housing stock to meet the underserved needs of our community.

The Kennewick Housing Authority has entered into a Memorandum of Agreement with Domestic Violence Services to assess and screen homeless households who are victims of domestic violence currently being served in their shelter.

The new end date will ensure completion of the project.

**COORDINATION**

Ryan Lukson, BCPA  
Ed Thornbrugh, DHS

**SUMMARY**

**Award:** Consideration remains unchanged  
**Period:** Upon execution of both parties and shall expire on June 30, 2013  
**Funding Source:** Benton County 2060 Affordable Housing Funds

**RECOMMENDATION**

- Sign the resolution to accept the proposed First Amendment
- Approve the proposed First Amendment 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 0152101 State/Affordable Housing Fund, for a Grant Agreement amount that remains unchanged.

**MOTION**

To approve signing a First Amendment to Grant Agreement #2060-2012-City of Richland with the City of Richland, 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 A FIRST AMENDMENT TO GRANT AGREEMENT #2060-2012-CITY OF RICHLAND TO EXTEND THE AGREEMENT END DATE, BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE CITY OF RICHLAND**

**WHEREAS**, the purpose of this First Amendment to Grant Agreement #2060-2012-City of Richland is requested because of unforeseen delay in approving the original Agreement and some additional construction delays; and

**WHEREAS**, the City of Richland intends to complete the rehabilitation of two 3-bedroom duplex units of transitional housing opportunities for domestic violence victims and their families, and transfer the duplex to the Kennewick Housing Authority public housing stock to meet the underserved needs of our community; and

**WHEREAS**, Kennewick Housing Authority has entered into a Memorandum of Agreement with Domestic Violence Services to assess and screen homeless households who are victims of domestic violence currently being served in their shelter; and

**WHEREAS**, the new end date will ensure completion of the project; NOW THEREFORE,

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment; 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 Benton County, a First Amendment to Grant Agreement #2060-2012-City of Richland to extend the original Agreement End Date, between Benton and Franklin Counties Department of Human Services and the City of Richland; for a Grant Agreement amount that remains unchanged; and

**BE IT FURTHER RESOLVED**, the term of the attached First Amendment commences upon execution of both parties and expires on June 30, 2013.

Dated this . . . day of . . . . ., 2013

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

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

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

**Benton and Franklin Counties**  
**DEPARTMENT OF HUMAN SERVICES**  
**First Amendment to Grant Agreement #2060-2012-City of Richland**

This First Amendment to Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and **City of Richland**, a Washington State Municipality with its principal offices at 505 Swift Blvd, Richland, WA, 99352, (hereinafter "Recipient"), and together referred to as the "Parties."

County Contact Representative:  
Edward Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Place, Suite 201  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: Edward.Thornbrugh@co.benton.wa.us

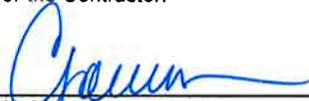
Recipient Contact Representative:  
Cynthia D. Johnson, City Manager  
City of Richland  
505 Swift Blvd.  
PO Box 190, M504  
Richland, WA 99352  
Phone: 509. 942.7308  
Fax: 509. 942.7379  
E-Mail: cjohnson@ci.richland.wa.us

Amendment Start Date.....Upon execution of both parties  
Amendment End Date.....June 30, 2013

Consideration ..... \$113,178.00

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

For the Contractor:

  
\_\_\_\_\_  
City Manager  
Date 3-14-13  


For Benton County:

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

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

Approved as to Content:  
  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:  
  
\_\_\_\_\_  
Benton County Prosecutor's Office

**PURPOSE:**

This First Amendment to Grant Agreement #2060-2012-City of Richland is requested because of unforeseen delay in approving the original Agreement and some additional construction delays. The new end date will ensure completion of the project.

**AMENDMENTS:**

By way of this First Amendment, Grant Agreement #2060-2012-City of Richland between Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

The "Agreement End Date" on the face sheet of the Agreement shall be amended as follows:

Agreement End Date: June 30, 2013.

Section 2. Use of Proceeds, sub-section a., shall be replaced in its entirety with the following:

a. **\$113,178.00** for Rehabilitation and Repairs on duplex located at 300 and 302 Delafield Ave., Richland, WA 99352 the budgeted items in this category are expressed in Attachment A.

The maximum aggregate payment under this grant shall be **\$113,178.00** payable for such costs incurred between March 1, 2012 and June 30, 2013.

Section 4. Recipient's Obligations, shall be replaced in its entirety with the following:

4. **RECIPIENT'S OBLIGATIONS:** The Recipient shall rehabilitate and improve the Property as described in Attachment A by June 30, 2013. As a condition of receiving these funds, recipient shall use the Property to provide housing to persons with incomes at or below 50% of area median income until June 30, 2013.

Section 5. Period of Performance, shall be replaced in its entirety with the following:

5. **PERIOD OF PERFORMANCE:** The improvements required by this Agreement shall be made between March 1, 2012 and June 30, 2013, hereinafter referred to as the Project Period.

Section 7. Payment, sub-section 7.4, shall be replaced in its entirety with the following:

7.4 Unless otherwise provided for in this Agreement or any exhibits hereto, the Recipient will not be paid for any billings or invoices presented for costs incurred prior to March 1, 2012 or after June 30, 2013.

Section 10. Obligation to Return Funds, shall be replaced in its entirety with the following:

10. **OBLIGATION TO RETURN FUNDS:** If the Recipient or approved assignee ceases to use the Property to provide housing to persons with incomes at or below fifty percent of the area median income or to persons meeting the definition of homelessness under RCW 43.185C.010 (9) at any time before June 30, 2028, the Recipient shall be obligated to return all funds received by Recipient under this Agreement within 30 days of written notice from the County that such payment is required.

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>XX</u>
<b>MEETING DATE:</b> B/C 03/26/2013 F/C 04/03/2013	Executive Contract XX	PUBLIC HEARING
<b>SUBJECT:</b> Professional Services Contract for Civil Defense Panel Attorney-Kathleen L. Moreno	Pass Ordinance XX	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Toni Lehman	Pass Motion	2 <sup>nd</sup> DISCUSSION
<b>Reviewed By:</b> Sharon A. Paradis	Other	OTHER

**BACKGROUND INFORMATION**

Kathleen L. Moreno, Civil Defense Attorney has served as a Civil Defense Panel Attorney under contract with Benton-Franklin Counties Juvenile Justice Center for a number of years.

**SUMMARY**

The current contract amendment # 2 is due to expire on March 30, 2013. The Professional Services Contract commences on April 1, 2013 and expires on December 31, 2015.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Professional Services Contract between Kathleen L. Moreno and Benton-Franklin Counties Juvenile Justice Center for services.

**COORDINATION**

Coordination of the contract occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Eric Hsu, Indigent Defense Coordinator who reviewed the contract as to form; Kathleen L. Moreno, Attorney and Sharon Paradis, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

Amount not to exceed \$95,000.00 to be paid out of Juvenile Funds Dept. 171 and 173 budgets. No Supplemental required.

**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 AWARDING KATHLEEN L. MORENO THE PROFESSIONAL SERVICE CONTRACT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION**

**WHEREAS**, per resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, Benton and Franklin Counties had a contract with Kathleen L. Moreno for legal representation of indigent individuals from January 1, 2011 through March 30, 2013 via Benton County Resolution numbered 10-706 and Franklin County Resolution numbered 2010-364; and Contract Amendment # 2 via Benton County Resolution numbered 2013 161 and Franklin County Resolution numbered 2013 075.

**WHEREAS**, the Juvenile Administrator recommends entering into a new Professional Services Contract **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby awards the professional service contract to Kathleen L. Moreno in an amount not to exceed \$95,000.00.

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Professional Service Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences April 1, 2013 and expires on December 31, 2015.

**DATED** this 26<sup>th</sup> day of March 2013  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 3<sup>rd</sup> day of April 2013  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

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

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO  
INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION  
CONTRACT #BFJC1315KLM001**

**THIS AGREEMENT** is entered into by and between, **Kathleen L. Moreno**, attorney at law, Washington State Bar Association # 15725 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

**THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:**

- A.** The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Court (the "Juvenile Court Division" or "Juvenile Court").
- B.** Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent children subject to Civil Proceedings in the Juvenile Court Division.
- C.** Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Counties and Attorney hereby agree as follows:

- 1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of April, 2013**, and shall continue thereafter through and including the **31st day of December, 2015**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.
- 2. **ATTORNEY'S OFFICE LOCATION.**
  - a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1030 N. Center Parkway, Kennewick, WA 99336. Attorney's current local office telephone and fax numbers are **(509) 586-4266** and **(509) 222-2223** and respectively; and Attorney's current office/work e-mail address is **klmoreno@frontier.com**.

**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 <sup>st</sup> discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: **March 19, 2013**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorney Ryan Swinburnson currently holds a conflict and overflow contract for District Court Public Defense with a contract cap of 250 cases per year. However, in light of the departure of a Staff Attorney and the delayed extension of an employment offer to a graduating law student (with significant internship experience including a Rule 9 Internship with this office last summer), attorney Swinburnson's services were needed for more than just 250 cases. As such, the proposed amendment increases this case cap to 253 cases per year. Compensation remains on a per-case as-needed basis and is still \$164/case.

**SUMMARY**

District Court conflict/overflow attorney Ryan Swinburnson's contract provides for a maximum of 250 cases per year. For reasons set out above, this office needed his services for in excess of 250 cases. Proposed amendment increases cap to 253.

**RECOMMENDATION**

Approve resolution. Execute Contract Amendment.

**ANTICIPATED FISCAL IMPACT**

No impact outside of regular budgeted funds. No supplement needed or to be requested.

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

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

**IN THE MATTER OF AMENDING THE DISTRICT COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY RYAN SWINBURNSON IN ORDER TO INCREASE THE CONTRACTUAL CASE CAP**

**WHEREAS**, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

**WHEREAS**, attorney Ryan M. Swinburnson (“Attorney”) currently holds a public defense contract via Resolution 2012-410 in Benton County District court to provide conflict and overflow coverage; and

**WHEREAS**, Attorney’s contract provides for a maximum caseload cap of 250 cases per year; and

**WHEREAS**, because of employment turnover with a District Court staff attorney and an intentional delay in hiring in order to hire a graduating law student who has had Rule 9 internship experience with this Office of Public Defense it was necessary to have Attorney cover more than 250 cases (253 cases to be precise); and

**WHEREAS**, Attorney’s contract should continue to be on an as-needed basis with compensation on a per-case rate negotiated to be \$164 per case (equal to the per-case equivalent of “monthly compensation” contracts before recent increases tied to the cost-of-living allowance for Benton County employees);

**NOW THEREFORE, BE IT RESOLVED THAT** the District Court public defense contract with Attorney, designated BCDC1213RMS001L, be amended as specified in the presented Contract Amendment (ie increasing his case cap to 253 cases), the Contract Amendment be executed as presented, and this Contract Amendment be designated BCDC1213RMS001LA.

**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**

**AMENDMENT TO:  
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL  
REPRESENTATION TO INDIGENT PERSONS IN  
BENTON COUNTY DISTRICT COURT  
CONTRACT # BCDC1213RMS001L**

THIS AGREEMENT, previously entered into by and between Ryan Michael Swinburnson, attorney at law, dba Harkins & Swinburnson, PLLC, Washington State Bar Association # 30227 ("Attorney"); and BENTON COUNTY, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

**SHALL BE AMENDED AS FOLLOWS:**

7. **NUMBER OF APPOINTMENTS.** The phrase "two hundred fifty (250)" in the first sentence of this paragraph is amended to read "two hundred fifty three (253)".

This amended agreement shall be designated BCDC1213RMS001LA. All other provisions shall remain the same.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

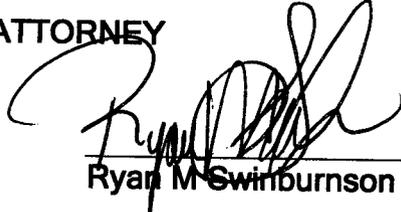
DATE: \_\_\_\_\_

DATE: 3-12-13

**BENTON COUNTY**

**ATTORNEY**

\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Ryan M Swinburnson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form and content:

\_\_\_\_\_  
Eric Hsu  
Indigent Defense Coordinator

# RESOLUTION

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

**IN THE MATTER OF A CONTRACT BETWEEN BENTON COUNTY AND DAYCO, INC. FOR THE PURCHASE AND INSTALLATION OF A WOOD STOVE FOR THE PARK RANGERS RESIDENCE LOCATED AT HORN RAPIDS PARK**

**WHEREAS**, rent is collected each month from the caretaker who lives at the residence located at Horn Rapids Park, with said monies deposited into the Park Development Fund; and

**WHEREAS**, the Park’s Department tries to invest that approximate amount of money back into the residence portion of the park, such as upgrading the fencing around the residence and re-doing some of the flooring; and

**WHEREAS**, the Park’s Department began looking for alternative heating options, specifically a wood stove or pellet stove to install in the residence; and

**WHEREAS**, proposals were solicited and received from the following:

- Dayco, Inc., Kennewick, WA - \$5,156.16 including W.S.S.T.
- Bruce Heating & Air Conditioning, Kennewick, WA - \$5,249.00 plus W.S.S.T.
- Fire & Water, Richland, WA - \$4,459.47 including W.S.S.T.

**WHEREAS**, though Fire & Water had the lowest bid, their quote did not include prevailing wages as required; and

**WHEREAS**, the Sustainable Development Manager reviewed the quotes and determined that Dayco, Inc. was the lowest responsible bidder and recommend the Board enter into a contract with Dayco, Inc. for a contract amount not to exceed \$5,156.16 including WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the purchase and installation of a wood stove for the residence located at Horn Rapids Park to Dayco, Inc. for a contract amount of \$5,156.16 including WSST; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

**BE IT FURTHER RESOLVED**, said contract shall commence upon signature of both parties and shall terminate on June 30, 2013.

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

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

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

\_\_\_\_\_  
**Member**

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DAYCO, INC.** with its principal offices at 11 N Auburn, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A- CONTRACTOR'S Proposal Dated 12/10/12
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon signature of both parties and shall expire on June 30, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide labor and materials for the installation of a napoleon wood stove, model 1450, top vented with the vent 12 feet in height and 6 inches in diameter, chimney cap, storm collar, ceiling support box, with blower kit included, Oster Ray hearth with metal trim, and two (2) year warranty on parts and labor. Said installation shall be installed at the Park Rangers residence located at Horn Rapids Park, 115803 N State Rt. 225, Benton City, WA. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/26/13 Subject: Employee of the Month Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

Approval of Employee of the Month for April 2013.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Request signatures approving Employee of the Month for April 2013.

**FISCAL IMPACT**

No fiscal impact.

o. Certificate of Appreciation for R Petersen to the Benton County Civil Service Commission

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/26/13 Subject: Retirement Certification Prepared by: S. Ratliff	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

Requesting signatures for a Retirement Certificate for Civil Service Commissioner Richard L. Petersen. He has served on our Board for 7.5 years.

**SUMMARY**

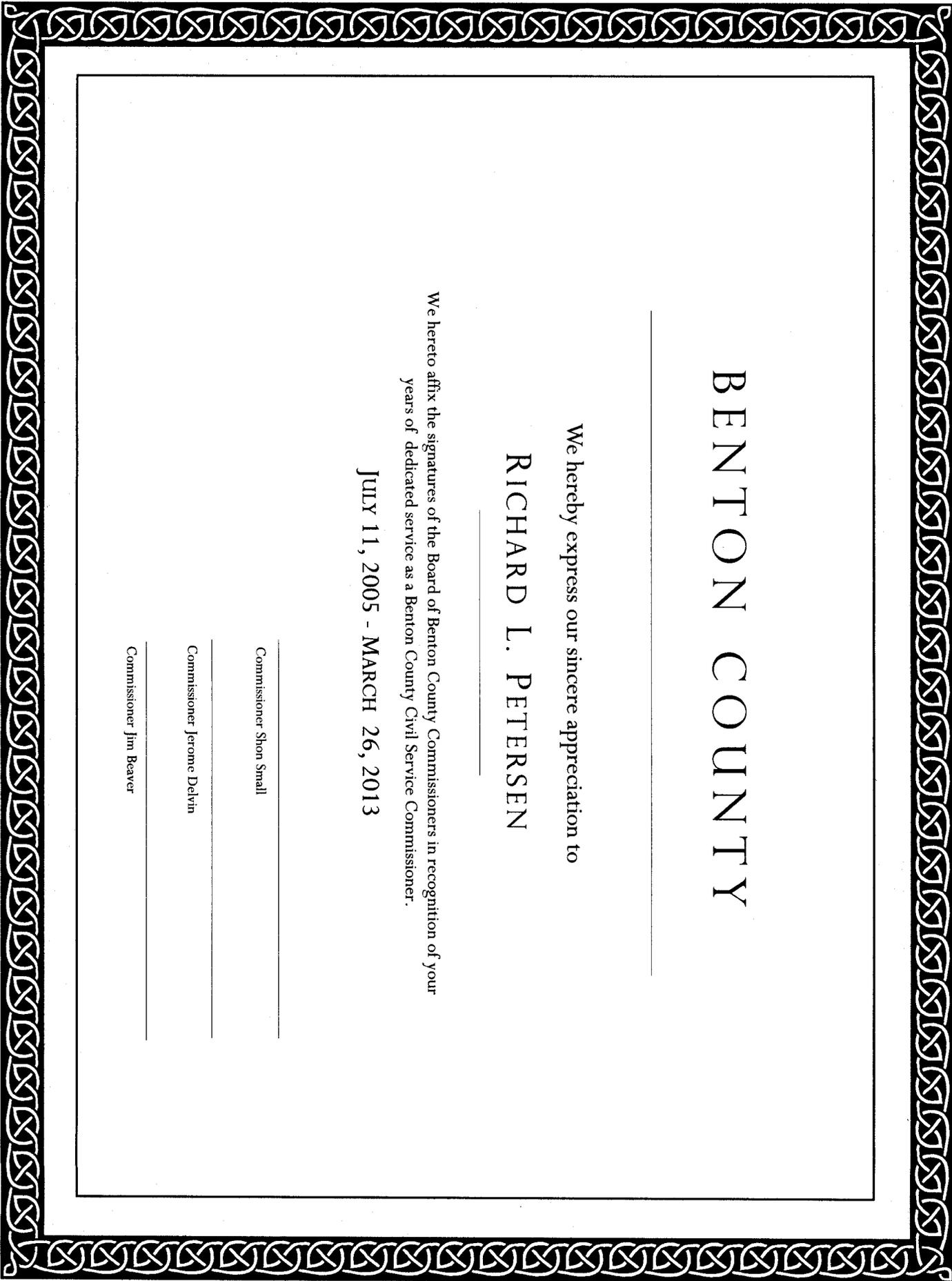
Same as above.

**RECOMMENDATION**

Request signatures for a Retirement Certificate for Civil Service Commissioner Richard L. Petersen

**FISCAL IMPACT**

No fiscal impact.



BENTON COUNTY

\_\_\_\_\_

We hereby express our sincere appreciation to

RICHARD L. PETERSEN

\_\_\_\_\_

We hereto affix the signatures of the Board of Benton County Commissioners in recognition of your  
years of dedicated service as a Benton County Civil Service Commissioner.

JULY 11, 2005 - MARCH 26, 2013

\_\_\_\_\_  
Commissioner Shon Small

\_\_\_\_\_  
Commissioner Jerome Delvin

\_\_\_\_\_  
Commissioner Jim Beaver

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>03/26/13</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Civil Service Commission</u>	Pass Resolution	XXX	Public Hearing
Prepared by:	<u>L. Wingfield</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:	<u>M. Wenner</u>	Pass Motion	_____	2nd Discussion
		Other	_____	Other

**BACKGROUND INFORMATION**

The Personnel Office was notified that there exists a vacancy to the Benton County Civil Service Commission Board due to resignation of Richard Petersen. Ms. Julie Petersen has expressed a desire to be appointed for a term expiring on December 31, 2017.

**SUMMARY**

A vacancy on the Benton County Civil Service Commission exists and needs to be filled.

**RECOMMENDATION**

Approve the attached resolution appointing Ms. Petersen to the Benton County Civil Service Commission.

**FISCAL IMPACT**

None.

# RESOLUTION

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

**IN THE MATTER OF APPOINTING JULIE PETERSEN TO THE BENTON COUNTY CIVIL SERVICE COMMISSION BOARD.**

**WHEREAS**, there has been a vacancy on the Civil Service Commission Board due to the resignation of Richard Petersen,

**WHEREAS**, the position was posted on the County website and an application was submitted,

**WHEREAS**, Julie Petersen has expressed an interest and willingness to be appointed to the vacant board position;

**WHEREAS**, the Chairman of the Board of Benton County Civil Service Commission has sent a letter recommending Julie Petersen; **NOW, THEREFORE**,

**BE IT RESOLVED** that Julie Petersen is hereby appointed by the Benton County Board of Commissioners to the Benton County Civil Service Commission Board, with said term expiring on December 31, 2017.

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

Letter of recommendation for Julie Petersen

I am writing this letter of recommendation for the appointment of Julie Petersen to the open Commissioners vacancy for the Benton County Civil Service Board.

I have known Ms. Petersen for 12 years in a number of capacities. She is currently the CEO for Prosser Memorial Hospital for the last 5 years. She has proven her self as not just a top notch administrator for the Hospital, but well liked by her staff, peers and her Hospital Board. Her decisions are well thought out, knowledgeable and done with not only expertise, but compassion. She has extensive experience with employees, in hiring and disciplinary issues.

Ms. Petersen is an active person. She serves on several State Boards as President that represents hospital issues. And she is well known in Prosser as an experienced volunteer. She is very generous with her time to help organizations and groups of clubs, succeed.

Ms Petersen is extremely well organized, reliable, and has a sense of humor that helps every organization she assists!

I also know Ms. Petersen as a neighbor and a friend. So you may say I have seen "both sides of the coin". Ms Petersen is the "real deal". The Civil Service Commission would be very fortunate to have Ms. Petersen on the Board. She is down to earth, incredibly intelligent and will do a remarkable job, if appointed to the Commission.

Thank you,

Allison Taylor  
Chairman, Benton County Civil Service Commission

q. Line Item Transfer, Fund No. 0000-101,  
Dept. 137

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3-26-13</u> Subject: <u>Line Item Transfer</u> Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

An error was made when entering Insurance Management Assessment totals for the 2013-2014 budget. Animal Control and Adult & Juvenile Drug Court totals were switched.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Approve line item transfer.

**FISCAL IMPACT**

No fiscal impact.

# 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 138  
TO DEPARTMENT NUMBER 137.

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, K. Mercer

Prepared by: L. Wingfield

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name: Current Expense

Fund Nbr:

TRANSFER FROM: Dept 138

TRANSFER TO: Dept 137

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.213	4697	Insurance Management	\$898	554.301	4697	Insurance Management	\$1,197
512.232	4697	Insurance Management	\$299				
TOTAL			\$1,197	TOTAL			\$1,197

**Explanation:**

Error made when entering Insurance Management assessment totals. Switched Animal Control and Adult & Juvenile Drug Court amounts in the 2013-2014 budget.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# RESOLUTION

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

**IN THE MATTER OF FUNDING OF THE RED MOUNTAIN INTERCHANGE PROJECT**

**WHEREAS**, the "Red Mountain Interchange" part of the Red Mountain Area Plan is a community-supported project that will result in the creation of a new freeway interchange on Interstate 82 at approximately Milepost 100 to service the Red Mountain and West Richland communities; and,

**WHEREAS**, the Washington State Department of Transportation (WSDOT) has assumed responsibility for design, engineering, and construction of the Interchange; and,

**WHEREAS**, federal "annual appropriation" funds were made available through an interlocal agreement LA 6035 for the Red Mountain Interchange and SR 224 Connection project as part of Red Mountain Area Plan. Benton County's Red Mountain Interchange and SR 224 Connection project did not fully expend funds available. Said funds are restricted for use on Red Mountain Area Plan; and,

**WHEREAS**, Red Mountain Area Plan Project Red Mountain Interchange and SR 224 Connection is complete; and

**WHEREAS**, the Benton County Engineer recommends that the remaining Red Mountain Area Plan federal funds in the amount of \$268,025.61 be turned-over to the WSDOT and obligated for use on the appropriate Red Mountain Area Plan; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Commissioners approves the recommendation of the County Engineer to turn over the remaining Red Mountain Area Plan federal funds in the amount of \$268,025.61 to WSDOT and to be obligated for use on the appropriate Red Mountain Area Plan.

Dated this 26th day of March , 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

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

Orig.: Public Works

L. Moser

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	March 26, 2013	Execute Contract :	
Subject :	Materials Purchase	Pass Resolution :	x
Prepared by :	NWC	Pass Ordinance :	
Reviewed by :	SWB	Pass Motion :	
		Other :	

s. Purchase Authorization from 3M for Traffic Sign Materials

Consent Agenda :	x
Public Hearing :	
1st Discussion :	
2 <sup>nd</sup> Discussion :	
Other :	

**BACKGROUND INFORMATION**

Resolution 2012-677 (Procurement Policy) requires solicitation of three quotes from the Vendor List for purchases between \$5,000 and \$24,999. Traffic sign materials (vinyl sheeting and cover film) are needed for use by the Benton County Public Works Department.

**SUMMARY**

Three quotes were requested from the following vendors: (on Benton County Vendors List)

- TRI-CITY SIGN AND SUPPLY** - 307 N Dayton St , Kennewick, WA 99336 – Non Responsive
- SAFeway SIGN COMPANY** - 9875 Yucca Road, Adelanto, CA 92301 – \$35,469.35 plus WSST
- 3M** - 3M Center Bldg. 225-5S, St. Paul, MN 55144-1000 - \$20,384.00 plus WSST

The Benton County Public Works Department requests the Board approve the purchase of Traffic Sign Materials in the amount of \$20,384.00 plus WSST from 3M for use by the Benton County Public Works Department,

**RECOMMENDATION**

Approve the resolution authorizing the purchase in the amount of \$20,384.00 plus WSST from 3M for the purchase of Traffic Sign Materials for use by the Benton County Public Works Department.

**FISCAL IMPACT**

\$20,384.00 (including shipping) plus WSST in the amount of \$1691.87 for a total of \$22,075.87.

**MOTION**

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PURCHASE TRAFFIC SIGN MATERIALS FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT**

**WHEREAS**, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

**WHEREAS**, per Section 2.2.2 (Purchases or Leases between \$5,000 and \$24,999), county departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

**WHEREAS**, the Public Works Manager solicited the following companies on the Benton County vendor list to provide quotes for Traffic Sign materials for use by the Benton County Public Works Department:

**TRI-CITY SIGN AND SUPPLY** - 307 N Dayton St, Kennewick, WA 99336 – Non Responsive  
**SAFeway SIGN COMPANY**. - 9875 Yucca Road, Adelanto, CA 92301 – \$35,469.35 plus WSST  
**3M** - 3M Center Bldg. 225-5S, St. Paul, MN 55144-1000 - \$20,384.00 plus WSST

**WHEREAS**, the Public Works Manager reviewed the quotes for completeness and recommends purchase of Traffic Sign materials from **3M**, St. Paul, MN, **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners hereby approves the purchase of Traffic Sign materials for use by Benton County Public Works Department from **3M**, St. Paul, MN in the amount of \$20,384.00 plus WSST in the amount of \$1,691.87 for a total amount of \$22,075.87.

Dated this 26th day of March 2013.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Orig.: Public Works

N. Childress

## R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT, FISH PASSAGE BARRIER REMOVAL AND ANNUAL CERTIFICATION FOR 2012

WHEREAS, in accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement and removal of barriers to fish passage; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Traffic Law Enforcement; Certification of Road Fund Expenditures for Fish Passage Barrier Removal; and, as required by WAC 136-04, the Annual Certification for 2012; and

WHEREAS, the Certification of Road Fund Expenditures for Traffic Law Enforcement, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal, and the Annual Certification for Calendar Year 2012 will be submitted digitally; and

WHEREAS, the Benton County Sheriff and the Benton County Auditor have signed the digital submittal of the Traffic Law Enforcement Certification for 2012 as required by CRAB; and

WHEREAS, the County Engineer has signed the digital submittal of the Fish Passage Barrier Removal Certification and the Annual Certification for 2012 as required by CRAB; NOW, THEREFORE,

BE IT RESOLVED, that the Certification of Road Fund Expenditures for Traffic Law Enforcement for 2012, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2012 and the Annual Certification for Calendar Year 2012 be and hereby are approved; and

BE IT FURTHER RESOLVED, the Chairman is authorized to sign the Digital Submittal Certification for Traffic Law Enforcement Certification 2012; and the Fish Passage Barrier Removal Certification 2012 and the Annual Certification 2012 on behalf of Benton County.

Dated this 26th day of March, 2013.

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Chairman of the Board

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Chairman Pro-Tem

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Member

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

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

Orig.: Public Works

Dan Ford



STATE OF WASHINGTON  
COUNTY ROAD ADMINISTRATION BOARD

RURAL ARTERIAL PROGRAM  
CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT

WAC 136-150-022

Submitting County: Benton

Budget Year: 2012

**Total Road Levy:**

Valuation:	\$	3,239,819,340.00
Levy Rate (\$/Thousand):		1.7649520000
Revenue Produced (Computed):	\$	5,718,126.00
Actual Revenue Produced:	\$	5,128,282.72

**Traffic Law Enforcement Paid by Road Levy Diversion:**

Diverted Levy Rate (\$/Thousand):		0.1572790000
Revenue Produced (Computed):	\$	509,557.00
Actual Revenue Produced:	\$	501,698.10

**AND/OR**

**Traffic Law Enforcement Paid by Road Fund Expenditures:**

Budgeted Operating Transfer Amount:	\$	
Actual Amount Transferred From Road Fund:	\$	
<b><u>AND/OR</u></b>		
Budgeted Cost Reimbursement Amount	\$	
Actual Reimb Amt Paid From Road Fund for Services	\$	

**Total Road Portion Traffic Law Enforcement Expenditures:** \$ 501,698.10

**Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):** \$ 488,642.14

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

**This form must be reviewed and certified (on the "Engineer's Certification Form") by:**

County Sheriff  
County Auditor  
County Executive

Due Date: April 1, 2013

**WASHINGTON STATE  
COUNTY ROAD ADMINISTRATION BOARD  
Certification of Road Fund Expenditures for Fish Passage Barrier Removal**

Submitting County: BENTON

Budget Year: 2012

WAC 136-150-023

Due Date: April 1, 2013

**Fish Passage Barrier Removal Projects:**

	Project Name:	Total Cost:	Cost for Work Outside of County Right-of-Way:	% of Total Cost:
1				
2				
3				
4				
5				
6				
7				
8				

*Attach additional sheets if more space is needed.*

**Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way**

Total Annual Road Construction Budget		\$ 9,107,000.00
		X 0.005
1/2 % of Total Annual Road	(Limit of "Outside of Right of Way" expense.)	= \$ 45,535.00
Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way		\$0.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

**ANNUAL CERTIFICATION FOR CALENDAR YEAR 2012**

**(WAC 136-04)**

**MANAGEMENT AND ADMINISTRATION** (If the answer to any question except "B" is No, please attach an explanation.)

- A. During 2012 the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030.  Yes  No
- B. At any time during 2012 was there a vacancy in the position of county Engineer?  Yes  No  
If so, were the procedures in WAC 136-12 followed?  Yes  No
- C. The processing of County Road Accident Reports during 2012 complied with WAC 136-28.  Yes  No
- D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in 2012 per WAC 136-14-020.  Yes  No
- E. As of December 31, 2012 the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

<u>POLICY</u>	<u>WAC</u>	<u>DATE OF CURRENT VERSION</u>
Re: Organization	136-50-051	1-May-09
Re: Personnel Practices	136-50-052	26-Feb-13
Re: Complaint Handling	136-50-053	9-Nov-70
Re: Work for Others	136-50-054	6-Sep-83
Re: Utility Accommodation	136-50-055	31-Jul-72
Re: Priority Programming	136-14-030	7-Mar-73

- F. The following were submitted to CRAB in a timely manner:

<u>DOCUMENT</u>	<u>WAC</u>	<u>DUE DATE</u>	<u>DATE OF ADOPTION/ PREPARATION</u>	<u>DATE SENT TO CRAB</u>
'12 Six-Year Program	136-15-050	31-Dec -11	1-Nov-11	16-Dec-11
'12 Annual Construction Program	136-16-040	31-Dec -11	22-Nov-11	16-Dec-11
'12 CAPP Program	136-300-060	31-Dec -11	7-Oct-11	16-Dec-11
'12 Road Fund Budget		31-Dec -11	22-Nov-11	16-Dec-11
'12 Maint Mgmt Wrk Pln & Budget	136-11-040	31-Dec -11	16-Dec-11	16-Dec-11
'12 Road Levy Certification	136-150-021	01-Feb -12	31-Jan-12	31-Jan-12
'11 Certification of Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-Apr -12	26-Mar-12	28-Mar-12
'11 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-Apr -12	26-Mar-12	28-Mar-12
'11 Annual Construction Report	136-16-050	01-Apr -12	20-Mar-12	28-Mar-12
'11 CAPP Report	136-300-090	01-Apr -12	19-Mar-12	28-Mar-12
'11 Maint Mgmt Certification	136-11-050	01-Apr -12	26-Mar-12	28-Mar-12
'11 Annual Certification	136-04-030	01-Apr -12	26-Mar-12	28-Mar-12
'11 Road Log Update	136-60-030	01-May -12	25-Apr-12	25-Apr-12
'12 PMS Certification for CAPA Eligibility.	136-70-070	31-Dec -12	4-Dec-12	21-Dec-12

**OPERATIONS**

- G. Projects to which construction expenditures were charged were all on the 2012 Annual Program. (If answer is No, please attach a brief explanation.)  Yes  No
- H. The County's construction by county forces limit for 2012 computed in accordance with RCW 36.77.065: **\$1,787,261.00**
- I. The actual expenditure for construction by county forces as reported in the 2012 Annual Const. Report: **\$15,854.00**
- J. A written report of bridge inspection findings was furnished to the legislative authority on as required by WAC 136-20-060. (Please attach a copy) # of Bridges: **October 09, 2012**  
**53**

EMAIL WITH ATTACHMENTS TO THE COUNTY ROAD  
ADMINISTRATION BOARD NO LATER THAN APRIL 1, 2013  
**Must be followed by signed "County Certification" form via regular mail**

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO BC WATER COMPANY, LLC, FOR A FRANCHISE, BEING A DOMESTIC WATER AND IRRIGATION DISTRIBUTION SYSTEM AND FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of BC WATER COMPANY, LLC, who has applied for a nonexclusive franchise for A DOMESTIC WATER AND IRRIGATION DISTRIBUTION SYSTEM AND FACILITY in unincorporated Benton County, and

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

1. The term of the franchise shall be a ten year (10) period, expiring March 31, 2023, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

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

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

Dated this 26<sup>th</sup> day of March, 2013

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Chairman

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Chairman Pro-Tem

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Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Benton County Public Works: Steve W Becken: Sue Schuetze

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

Grantor: Benton County  
Grantee: BC Water Company, LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF BC )  
WATER COMPANY, LLC FOR A NONEXCLUSIVE )  
FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, )  
OPERATE, USE, AND IF NECESSARY, REMOVE A ) No. \_\_\_\_\_  
DOMESTIC WATER AND IRRIGATION )  
DISTRIBUTION SYSTEM FACILITY WITHIN THE ) ORDER AND AGREEMENT FOR  
COUNTY OF BENTON, STATE OF WASHINGTON, ) NONEXCLUSIVE FRANCHISE  
UPON, OVER, UNDER, ALONG, AND ACROSS )  
CERTAIN COUNTY ROADS AND PUBLIC )  
HIGHWAYS, OR PARTS THEREOF, NOT WITHIN )  
THE LIMITS OF ANY INCORPORATED CITY OR )  
TOWN. )

FINDINGS

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 26, 2013</u>	Execute Agreement <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Interlocal Agreement for Solid Waste Chipper</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>SWB</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

In 2001, the Solid Waste Department purchased a wood chipper with excess Coordinated Prevention Grant (CPG) funds from the 2000-2001 grant cycle. The Cities of Benton City, Prosser, Kennewick, Richland, and West Richland contributed monies to help defray the 25% matching funds required by the Ecology grant.

In Benton County’s application for the 2012 Alternatives to Burning Grant, the County’s tasks (or projects) include the following activity: “Provide chipping equipment and services to various agencies and organizations to promote the use of composted materials and support educational efforts.” Yard wastes continue to be a major component of materials being burned, and the support of chipping of backyard waste fulfills the Grant goals of reducing materials being burned and contributing to air pollution. Due to the size of the smaller entities, and the cost of purchasing equipment similar to the chipper, allowing them the use of the Solid Waste chipper enables these communities to support the CPG goals.

The Prosecuting Attorney’s office reviewed the proposed lease agreement and stated: “RCW 43.09.210 requires that any service rendered, or property transferred from one public entity to another must be for the true and fair value of that service or equipment. The use of the chipper likely has some value. The proposed interlocal agreement provides for the City of Benton City the use of that equipment owned by the County without requiring any payment or other consideration from the City. I would like to add that this does not constitute a finding that the proposed interlocal agreement violates RCW 43.09.210 or other law, simply that I have not seen documentation confirming otherwise.”

Our position is that the City of Benton City contributes to the cost of maintaining and repair of the chipper by providing a portion of the matching money required by the Ecology grant. In 2012, \$5,217 was spent on grant approved activities and maintenance of the chipper. Of the matching amount of \$1,304, Benton City contributed \$75; Prosser: \$140; West Richland: \$290; and Benton County: \$799 (paid out of Garbage Excise Fees).

**SUMMARY**

The City of Benton City has requested a renewal of their Interlocal Agreement for five years. Their activities support the goals of the Department of Ecology and Benton County Solid Waste.

**RECOMMENDATION**

Approve the Interlocal Agreement with the City of Benton City for use of the Solid Waste chipper.

## FISCAL IMPACT

75% of the costs for grant approved expenses are reimbursed through Ecology grant funds; the remaining matching funds are paid from the Cities and Benton County Garbage Excise Fees. The expenses have been budgeted for 2013.

## MOTION

Approve the resolution as part of the consent agenda.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BENTON CITY AND BENTON COUNTY TO USE THE SOLID WASTE BRUSH BANDIT

WHEREAS, Benton County purchased a Brush Bandit brush chipper in 2001, using Department of Ecology Waste Reduction and Recycling Grant funds from the 2000-2001 grant cycle; and

WHEREAS, the City of Benton City has requested the use of the brush chipper; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and City has been prepared and has been approved by the City of Benton City; and

WHEREAS, the Public Works Manager recommends approval of said Interlocal Agreement; NOW, THEREFORE

BE IT RESOLVED that the Interlocal Agreement by and between the City of Benton City and Benton County for use of the Solid Waste Brush Bandit is hereby approved and the Chairman is authorized to sign said Agreement; and

BE IT FURTHER RESOLVED the attached Interlocal Agreement shall commence upon the execution of both parties and shall expire on or before December 31, 2017.

Dated this 26<sup>th</sup> day of March 2013.

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

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

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

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

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

**INTERLOCAL COOPERATION AGREEMENT  
SOLID WASTE BRUSH BANDIT**

THIS AGREEMENT is made and entered into this 7 day of March 2013, by and between the City of Benton City whose address is P O Box 70, Benton City, Washington 99353 (hereinafter "the City") and Benton County, whose address is P.O. Box 110, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, Benton County Solid Waste is the owner of a Brush Bandit, purchased through a Coordinated Prevention Grant, and

WHEREAS, the City of Benton City has requested the use of said Brush Bandit to conduct necessary maintenance on City owned property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to establish mutual aid to the City of Benton City by enabling the City to utilize equipment owned by the Benton County Solid Waste Department so that the City can perform maintenance on City owned property.
2. **Responsibilities of Benton County:**
  - A. Benton County shall be responsible for all maintenance of the Brush Bandit while it is in the County's possession or control, and shall store the Brush Bandit at a Benton County Maintenance Facility.

**Exhibit "B"**

**RESOLUTION**

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

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF BENTON CITY AND BENTON COUNTY TO USE THE SOLID WASTE BRUSH BANDIT

WHEREAS, the City of Benton City has requested the use of the Brush Bandit purchased by Solid Waste using Ecology Grant Funds, and

WHEREAS, the City of Benton City is a contributor of matching grant funds for current Ecology grants; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been approved by the City of Benton City, and

WHEREAS, the Public Works Manager recommends approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Benton City and Benton County for use of the Solid Waste Brush Bandit is hereby approved and the Chairman is authorized to sign said agreement.

Dated this \_\_\_\_\_ day \_\_\_\_\_ 2013.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 26, 2013</u>	Execute Agreement _____	X
Subject: <u>Interlocal Agreement for Solid Waste Chipper</u>	Pass Resolution _____	X
Prepared by: <u>dlh</u>	Pass Ordinance _____	
Reviewed by: <u>SWB</u>	Pass Motion _____	
	Other _____	
	Consent Agenda _____	X
	Public Hearing _____	
	1st Discussion _____	
	2nd Discussion _____	
	Other _____	

**BACKGROUND INFORMATION**

In 2001, the Solid Waste Department purchased a wood chipper with excess Coordinated Prevention Grant (CPG) funds from the 2000-2001 grant cycle. The Cities of Benton City, Prosser, Kennewick, Richland, and West Richland contributed monies to help defray the 25% matching funds required by the Ecology grant.

In Benton County’s application for the 2012 Alternatives to Burning Grant, the County’s tasks (or projects) include the following activity: “Provide chipping equipment and services to various agencies and organizations to promote the use of composted materials and support educational efforts.” Yard wastes continue to be a major component of materials being burned, and the support of chipping of backyard waste fulfills the Grant goals of reducing materials being burned and contributing to air pollution. Due to the size of the smaller entities, and the cost of purchasing equipment similar to the chipper, allowing them the use of the Solid Waste chipper enables these communities to support the CPG goals.

The Prosecuting Attorney’s office reviewed the proposed lease agreement and stated: “RCW 43.09.210 requires that any service rendered, or property transferred from one public entity to another must be for the true and fair value of that service or equipment. The use of the chipper likely has some value. The proposed interlocal agreement provides for the City of Prosser the use of that equipment owned by the County without requiring any payment or other consideration from the City. I would like to add that this does not constitute a finding that the proposed interlocal agreement violates RCW 43.09.210 or other law, simply that I have not seen documentation confirming otherwise.”

Our position is that the City of Prosser contributes to the cost of maintaining and repair of the chipper by providing a portion of the matching money required by the Ecology grant. In 2012, \$5,217 was spent on grant approved activities and maintenance of the chipper. Of the matching amount of \$1,304, Benton City contributed \$75; Prosser: \$140; West Richland: \$290; and Benton County: \$799 (paid out of Garbage Excise Fees).

**SUMMARY**

The City of Prosser has requested a renewal of their Interlocal Agreement for five years. Their activities support the goals of the Department of Ecology and Benton County Solid Waste.

**RECOMMENDATION**

Approve the Interlocal Agreement with the City of Prosser for use of the Solid Waste chipper.

## FISCAL IMPACT

75% of the costs for grant approved expenses are reimbursed through Ecology grant funds; the remaining matching funds are paid from the Cities and Benton County Garbage Excise Fees. The expenses have been budgeted for 2013.

## MOTION

Approve the resolution as part of the consent agenda.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AND PROSSER TO USE THE SOLID WASTE BRUSH BANDIT

WHEREAS, Benton County purchased a Brush Bandit brush chipper in 2001, using Department of Ecology Waste Reduction and Recycling Grant funds from the 2000-2001 grant cycle; and

WHEREAS, the City of Prosser has requested the use of the brush chipper; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and City has been prepared and has been approved by the City of Prosser; and

WHEREAS, the Public Works Manager recommends approval of said Interlocal Agreement; NOW, THEREFORE

BE IT RESOLVED that the Interlocal Agreement by and between the City of Prosser and Benton County for use of the Solid Waste Brush Bandit is hereby approved and the Chairman is authorized to sign said Agreement; and

BE IT FURTHER RESOLVED the attached Interlocal Agreement shall commence upon the execution of both parties and shall expire on or before December 31, 2017.

Dated this 26<sup>TH</sup> day of March 2013.

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

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

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

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

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

Orig. Solid Waste

SWB:dlh

**INTERLOCAL COOPERATION AGREEMENT  
SOLID WASTE BRUSH BANDIT**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of March 2013, by and between the City of Prosser whose address is 601 7<sup>th</sup> Street, Prosser, Washington 99353 (hereinafter "the City") and Benton County, whose address is P.O. Box 110, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, Benton County Solid Waste is the owner of a Brush Bandit, purchased through a Coordinated Prevention Grant, and

WHEREAS, the City of Prosser has requested the use of said Brush Bandit to conduct necessary maintenance on City owned property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to establish mutual aid to the City of Prosser by enabling the City to utilize equipment owned by the Benton County Solid Waste Department so that the City can perform maintenance on City owned property.
2. **Responsibilities of Benton County:**
  - A. Benton County shall be responsible for all maintenance of the Brush Bandit while it is in the County's possession or control, and shall store the Brush Bandit at a Benton County Maintenance Facility.

Exhibit "A"

CITY OF PROSSER, WASHINGTON  
RESOLUTION NO. 13- \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY REGARDING THE SOLID WASTE BRUSH BANDIT.**

WHEREAS, the City of Prosser must conduct regular maintenance on City owned property to control, remove, reduce, and dispose of excessive vegetative growth; and

WHEREAS, the City of Prosser does not have the necessary equipment to perform this type of maintenance operation for vegetative waste reduction; and

WHEREAS, Benton County Solid Waste does have the necessary equipment available and is the owner of a Brush Bandit; and

WHEREAS, the City has requested the use of the Brush Bandit to conduct the maintenance cooperation, and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for Interlocal cooperation between government agencies; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and Approved as to Form by the Prosecuting Attorney's Office and Approved as to Form by the City of Prosser Attorney; and

WHEREAS, the Public Works Director has recommended approval of said Interlocal Agreement; and

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Prosser that it is the intent of the City Council that the Interlocal Agreement by and between the City of Prosser and Benton County for the City's use of the Benton County Solid Waste Brush Bandit is hereby approved and the Mayor is authorized to sign said agreement.

**ADOPTED** by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	3/26/13	Execute Contract	<u>X</u>	Consent Agenda
Subject:	Purchase Agreement w/ 911 Supply LLC.	Pass Resolution	<u>X</u>	Public Hearing
		Pass Ordinance	_____	1st Discussion
Prepared by:	L. Coulson	Pass Motion	_____	2nd Discussion
Reviewed by:	J. Thompson	Other	_____	Other

**BACKGROUND INFORMATION/SUMMARY**

Per resolution 12-677, section 2.2.3 Purchases or Leases of \$25,000 or more, "Purchases or leases of supplies, materials or equipment over twenty-five thousand dollars (\$25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under RCW 39.04.280."

Resolution 2013-130 authorized the solicitation of formal competitive bid to procure employee uniforms – BDU/Blauer and other related items.

Resolution 2013-194 deemed 911 Supply LLC as the lowest responsible bidder and required them to enter into a purchase agreement.

The term of the attached purchase agreement commence upon execution of the purchase agreement by all parties, and shall continue until December 31, 2013 and may be extended an additional one (1) 12-month period.

**RECOMMENDATION**

Approve resolution and purchase agreement.

**FISCAL IMPACT**

The total amount not to exceed \$75,000 including shipping and W.S.S.T which is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASING AGREEMENT FOR THE PURCHASE OF EMPLOYEE UNIFORMS – BDU/BLAUER AND OTHER RELATED ITEMS TO 911 SUPPLY LLC.

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of employee uniforms – bdu/blauer and other related items per Resolution 2013-130; and

WHEREAS, per Resolution 2013-194, 911 Supply LLC is the lowest responsible bidder; and

WHEREAS, 911 Supply LLC is required to enter into an purchase agreement; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby awards the attached purchase agreement to 911 Supply LLC.; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the Chairman to sign the attached purchase agreement; and

**BE IT FURTHER RESOLVED**, the total amount not to exceed \$75,000 including shipping and W.S.S.T.; and

**BE IT FURTHER RESOLVED**, the term of the attached purchase agreement commence upon execution of the attached purchase agreement by all parties, and shall continue until December 31, 2013; and

**BE IT FURTHER RESOLVED**, the attached purchase agreement may be extended an additional one (1) 12-month period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

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

Attest.....  
Clerk of the Board

## VENDOR PURCHASING AGREEMENT

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 (hereinafter "County"), and 911 Supply LLC., an Oregon Corporation, with its principal offices at 4484 River Rd., Keizer, OR 97303, (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for Employee Uniforms – BDU/Blauer and Other Related Items CB 13-05 in accordance with its bid dated February 20, 2013 and to supply the product strictly in accordance with the specifications and requirements set forth therein. Although the County anticipates purchasing the quantity of products provided in Exhibit A, those quantities are only estimates. As such, the County makes no guarantee as to the quantity of products provided in Exhibit A it will purchase over the term of the Agreement. Vendor agrees to provide any and all products listed in Exhibit A at the cost per item it has provided. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for Employee Uniforms – BDU/Blauer and Other Related Items CB 13-05, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor per Exhibit A. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:
  - a. For Vendor: Pete Copp  
911 Supply LLC  
4484 River Rd.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	03/26/13	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	Authorization to pay Net Transcripts, Inc.	Pass Resolution	<u>  X  </u>	Public Hearing	_____
Prepared by:	B. White	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	J. Thompson	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION/SUMMARY**

Per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."

The multi-agency Special Investigations Unit (SIU) was called in to conduct an investigation into an In Custody Death that occurred at the Benton County Jail at the request of the Sheriff. The Commander of the SIU determined that several of the recorded interviews needed to be transcribed for the investigation and chose to utilize the services of Net Transcripts, Inc. for those transcriptions. The costs of those transcriptions were determined to be the responsibility of the Benton County Sheriff's Office.

**RECOMMENDATION**

Authorize the payment for the services provided by Net Transcripts, Inc., Tempe, Arizona, from December 31, 2012 to December 31, 2013 with the total amount payable not to exceed \$5,000 including W.S.S.T.

**FISCAL IMPACT**

Amount not to exceed \$5,000 from the approved 2013/2014 Budget. No supplement is required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AUTHORIZING PAYMENT FOR SERVICES FROM NET TRANSCRIPTS, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON**

**WHEREAS**, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."

**WHEREAS**, the multi-agency Special Investigations Unit (SIU) was called in to conduct an investigation into an In Custody Death that occurred at the Benton County Jail for the Benton County Sheriff's Office; and

**WHEREAS**, the Commander of the SIU determined that several of the recorded interviews needed to be transcribed for the investigation; and

**WHEREAS**, the Commander of the SIU utilized the services of Net Transcripts, Inc. to have the interviews transcribed and requested that the invoices be sent to the Benton County Sheriff's Office for payment; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes payment to Net Transcripts, Inc. for the services incurred from December 31, 2012 to December 31, 2013, for an amount not to exceed \$5,000 including W.S.S.T.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
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>			
Meeting Date:	3/26/13	Execute Contract	<u>  X  </u>	Consent Agenda	<u>  X  </u>
Subject:	Purchase	Pass Resolution	<u>  X  </u>	Public Hearing	<u>      </u>
	Agreement w/ Bob Barker Inc.	Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
Prepared by:	L. Coulson	Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
Reviewed by:	J. Thompson	Other	<u>      </u>	Other	<u>      </u>

**BACKGROUND INFORMATION/SUMMARY**

Per resolution 12-677, section 2.2.3 Purchases or Leases of \$25,000 or more, "Purchases or leases of supplies, materials or equipment over twenty-five thousand dollars (\$25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under RCW 39.04.280."

Resolution 2013-126, authorized the solicitation of formal competitive bid to procure inmate supplies.

Resolution 2013-190 deemed Bob Barker Company, Inc. as the lowest responsible bidder and required them to enter into a purchase agreement.

The term of the attached purchase agreement commence upon execution of the purchase agreement by all parties, and shall continue until December 31, 2013 and may be extended an additional one (1) 12-month period.

**RECOMMENDATION**

Approve resolution and purchase agreement.

**FISCAL IMPACT**

The total amount not to exceed \$45,000 including shipping and W.S.S.T which is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASING AGREEMENT FOR THE PURCHASE OF INMATE SUPPLIES TO BOB BARKER COMPANY, INC.

**WHEREAS**, the Board of Benton County Commissioners solicited bids for the procurement of inmate supplies per Resolution 2013-126; and

**WHEREAS**, per Resolution 2013-190, Bob Barker Company, Inc. is the lowest responsible bidder; and

**WHEREAS**, Bob Barker Company Inc. is required to enter into an purchase agreement; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby awards the attached purchase agreement to Bob Barker Company, Inc.; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the Chairman to sign the attached purchase agreement; and

**BE IT FURTHER RESOLVED**, the total amount not to exceed \$45,000 including shipping and W.S.S.T; and

**BE IT FURTHER RESOLVED**, the term of the attached purchase agreement commence upon execution of the attached purchase agreement by all parties, and shall continue until December 31, 2013; and

**BE IT FURTHER RESOLVED**, the attached purchase agreement may be extended an additional one (1) 12-month period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

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

Attest.....  
Clerk of the Board

Orig: Sheriff  
Cc: LSK, Auditor

Prepared by: L. Coulson

## VENDOR PURCHASING AGREEMENT

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 (hereinafter "County"), and Bob Barker Company, Inc., a North Carolina Corporation, with its principal offices at PO Box 429, Fuquay-Varina, NC 27526, (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for Inmate Supplies CB 13-01 in accordance with its bid dated February 14, 2013 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County guarantees purchase of products in the amounts and prices reflected in Exhibit A. The County anticipates, but does not guarantee, purchasing quantities larger than the guaranteed minimum. Vendor agrees to provide any and all products above the guaranteed minimum at the same cost per item as provided in Exhibit A. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for Inmate Supplies CB 13-01, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor per Exhibit A. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For Vendor: Sharon Watson  
Bob Barker Company, Inc.  
PO Box 429  
Fuquay-Varina, NC 27526

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>3/26/13</u>	Execute Contract	<u>  x  </u>	Consent Agenda <u>  x  </u>
Subject:	<u>Approval of Application for Use of Training Center – United Way</u>	Pass Resolution	<u>  x  </u>	Public Hearing _____
		Pass Ordinance	_____	1st Discussion _____
		Pass Motion	_____	2nd Discussion _____
		Other	_____	Other _____
Prepared by:	<u>D. Hughes</u>			
Reviewed by:	<u>J. Thompson</u>			

**BACKGROUND INFORMATION/ SUMMARY**

Per resolution 2012 677, section 4.0 Services “the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost.”;

The Sheriff’s Office is hosting a training event and has a need for a facility that can accommodate 50 attendees. After confirming that all no-charge local training venues were unavailable, the Training Coordinator contacted United Way. United Way’s Training Center is available for the dates of May 13, 2013 through May 17, 2013 at a cost of \$50 a day for a total of \$250. This cost it to have someone available to lock up the building after each session. This is in lieu of spending approximately \$2500 to send 2 deputies for similar training out of our area.

**APPLICATION/CONTRACT APPROVED TO FORM BY**

Ryan Lukson, DPA

**RECOMMENDATION**

Approve Application for Use of Training Center at the United Way of Benton and Franklin Counties and cost associated with the use of the training center.

**FISCAL IMPACT**

The Sheriff’s Office cost associated with the use of the United Way training center is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE APPLICATION FOR USE OF TRAINING CENTER WITH THE UNITED WAY OF BENTON AND FRANKLIN COUNTIES AND THE BENTON COUNTY SHERIFF'S OFFICE

**WHEREAS**, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

**WHEREAS**, the Sheriff's Office is hosting a training event and has a need for a facility that can accommodate 50 attendees; and

**WHEREAS**, after confirming that all no-charge local training venues were unavailable, the Training Coordinator contacted United Way; and

**WHEREAS**, United Way's Training Center is available for the dates of May 13, 2013 through May 17, 2013 at a cost of \$50 a day; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby approves the Application for Use of Training Center with United Way of Benton and Franklin Counties for May 13, 2013 through May 17, 2013 in the amount of \$250 for a total amount not to exceed \$300 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
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>			
Meeting Date:	3/26/13	Execute Contract	<u>  X  </u>	Consent Agenda	<u>  X  </u>
Subject:	Purchase Agreement w/ Interline Brands, Inc D.B.A.Amsan Yakima.	Pass Resolution	<u>  X  </u>	Public Hearing	<u>      </u>
		Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
		Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
		Other	<u>      </u>	Other	<u>      </u>
Prepared by:	L. Coulson				
Reviewed by:	J. Thompson				

**BACKGROUND INFORMATION/SUMMARY**

Per resolution 12-677, section 2.2.3 Purchases or Leases of \$25,000 or more, "Purchases or leases of supplies, materials or equipment over twenty-five thousand dollars (\$25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under RCW 39.04.280."

Resolution 2013-127, authorized the solicitation of formal competitive bid to procure jail chemical supplies.

Resolution 2013-191 deemed Interlines Brands, Inc. D.B.A. Amsan Yakima. as the lowest responsible bidder and required them to enter into a purchase agreement.

The term of the attached purchase agreement commence upon execution of the purchase agreement by all parties, and shall continue until December 31, 2013 and may be extended an additional one (1) 12-month period.

**RECOMMENDATION**

Approve resolution and purchase agreement.

**FISCAL IMPACT**

The total amount not to exceed \$20,000 including shipping and W.S.S.T which is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASING AGREEMENT FOR THE PURCHASE OF JAIL CHEMICAL SUPPLIES TO INTERLINE BRANDS, INC. D.B.A. AMSAN YAKIMA.

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of jail chemicals per Resolution 2013-127; and

WHEREAS, per Resolution 2013-191, Interline Brands, Inc. D.B.A. Amsan Yakima. is the lowest responsible bidder; and

WHEREAS, Interline Brands, Inc. D.B.A. Amsan Yakima. is required to enter into an purchase agreement; NOW, THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby awards the attached purchase agreement to Interline Brands, Inc. D.B.A. Amsan Yakima.; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman to sign the attached purchase agreement; and

BE IT FURTHER RESOLVED, the total amount not to exceed \$20,000 including shipping and W.S.S.T; and

BE IT FURTHER RESOLVED, the term of the attached purchase agreement commence upon execution of the attached purchase agreement by all parties, and shall continue until December 31, 2013; and

BE IT FURTHER RESOLVED, the attached purchase agreement may be extended an additional one (1) 12-month period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

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

Attest.....  
Clerk of the Board

## VENDOR PURCHASING AGREEMENT

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 (hereinafter "County"), and Interline Brands, Inc. d.b.a. Amsan Yakima, with its principal offices at 201 North 2<sup>nd</sup> Ave., Yakima, WA 98902, (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for Jail Chemical Supplies CB 13-02 in accordance with its bid dated February 22, 2013 and to supply the product strictly in accordance with the specifications and requirements set forth therein. Although the County anticipates purchasing the quantity of products provided in Exhibit A, those quantities are only estimates. As such, the County makes no guarantee as to the quantity of products provided in Exhibit A it will purchase over the term of the Agreement. Vendor agrees to provide any and all products listed in Exhibit A at the cost per item it has provided. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.

2. The Vendor's bid for Jail Chemical Supplies CB 13-02, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. County will compensate Vendor per Exhibit A. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.

4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.

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

- a. For Vendor: Pat Chittim  
Interline Brands, Inc. d.b.a. Amsan Yakima  
201 North 2<sup>nd</sup> Ave.  
Yakima, WA 98902

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	3/26/13	Execute Contract	<u>  X  </u>	Consent Agenda
Subject:	Purchase Agreement w/ Crown Paper & Janitorial Supply Inc.	Pass Resolution	<u>  X  </u>	Public Hearing
		Pass Ordinance	<u>      </u>	1st Discussion
		Pass Motion	<u>      </u>	2nd Discussion
		Other	<u>      </u>	Other
Prepared by:	L. Coulson			
Reviewed by:	J. Thompson			

**BACKGROUND INFORMATION/SUMMARY**

Per resolution 12-677, section 2.2.3 Purchases or Leases of \$25,000 or more, "Purchases or leases of supplies, materials or equipment over twenty-five thousand dollars (\$25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under RCW 39.04.280."

Resolution 2013-128 authorized the solicitation of formal competitive bid to procure paper and glove supplies.

Resolution 2013-192 deemed Crown Paper & Janitorial Supplies as the lowest responsible bidder and required them to enter into a purchase agreement.

The term of the attached purchase agreement commence upon execution of the purchase agreement by all parties, and shall continue until December 31, 2013 and may be extended an additional one (1) 12-month period.

**RECOMMENDATION**

Approve resolution and purchase agreement.

**FISCAL IMPACT**

The total amount not to exceed \$75,000 including shipping and W.S.S.T which is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASING AGREEMENT FOR THE PURCHASE OF PAPER AND GLOVE SUPPLIES TO CROWN PAPER & JANITORIAL INC.

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of paper and glove supplies per Resolution 2013-128; and

WHEREAS, per Resolution 2013-192, Crown Paper & Janitorial Inc. is the lowest responsible bidder; and

WHEREAS, Crown Paper & Janitorial Inc. is required to enter into an purchase agreement; NOW, THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby awards the attached purchase agreement to Crown Paper & Janitorial Inc.; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman to sign the attached purchase agreement; and

BE IT FURTHER RESOLVED, the total amount not to exceed \$75,000 including shipping and W.S.S.T; and

BE IT FURTHER RESOLVED, the term of the attached purchase agreement commence upon execution of the attached purchase agreement by all parties, and shall continue until December 31, 2013; and

BE IT FURTHER RESOLVED, the attached purchase agreement may be extended an additional one (1) 12-month period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

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

Attest.....  
Clerk of the Board

## VENDOR PURCHASING AGREEMENT

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 (hereinafter "County"), and Crown Paper & Janitorial, Inc., with its principal offices at 100 Avery St., Walla Walla, WA 99362 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for Paper and Glove Supplies CB 13-03 in accordance with its bid dated February 8, 2013 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County guarantees purchase of products in the amounts and prices reflected in Exhibit A. The County anticipates, but does not guarantee, purchasing quantities larger than the guaranteed minimum. Vendor agrees to provide any and all products above the guaranteed minimum at the same cost per item as provided in Exhibit A. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for Paper and Glove Supplies CB 13-03, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor per Exhibit A. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:
  - a. For Vendor: Doug Hamilton  
Crown Paper & Janitorial, Inc.  
100 Avery St.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	3/26/13	Execute Contract	<u>X</u>	Consent Agenda
Subject:	Purchase Agreement w/ Blumenthal Uniforms and Equipment Co, Inc.	Pass Resolution	<u>X</u>	Public Hearing
		Pass Ordinance	_____	1st Discussion
		Pass Motion	_____	2nd Discussion
		Other	_____	Other
Prepared by:	L. Coulson			
Reviewed by:	J. Thompson			

**BACKGROUND INFORMATION/SUMMARY**

Per resolution 12-677, section 2.2.3 Purchases or Leases of \$25,000 or more, "Purchases or leases of supplies, materials or equipment over twenty-five thousand dollars (\$25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under RCW 39.04.280."

Resolution 2013-129 authorized the solicitation of formal competitive bid to procure employee uniforms – class A and other related items.

Resolution 2013-193 deemed Blumenthal Uniforms and Equipment Co, Inc. as the lowest responsible bidder and required them to enter into a purchase agreement.

The term of the attached purchase agreement commence upon execution of the purchase agreement by all parties, and shall continue until December 31, 2013 and may be extended an additional one (1) 12-month period.

**RECOMMENDATION**

Approve resolution and purchase agreement.

**FISCAL IMPACT**

The total amount not to exceed \$35,000 including shipping and W.S.S.T which is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASING AGREEMENT FOR THE PURCHASE OF EMPLOYEE UNIFORMS - CLASS A AND OTHER RELATED ITEMS TO BLUMENTHAL UNIFORMS AND EQUIPMENT CO, INC.

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of employee uniforms – class A and other related items per Resolution 2013-129; and

WHEREAS, per Resolution 2013-193, Blumenthal Uniforms and Equipment Co, Inc. is the lowest responsible bidder; and

WHEREAS, Blumenthal Uniforms and Equipment Co, Inc. is required to enter into a purchase agreement; NOW, THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby awards the attached purchase agreement to Blumenthal Uniforms and Equipment Co, Inc.; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman to sign the attached purchase agreement; and

BE IT FURTHER RESOLVED, the total amount not to exceed \$35,000 including shipping and W.S.S.T; and

BE IT FURTHER RESOLVED, the term of the attached purchase agreement commence upon execution of the attached purchase agreement by all parties, and shall continue until December 31, 2013; and

BE IT FURTHER RESOLVED, the attached purchase agreement may be extended an additional one (1) 12-month period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

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

Attest.....  
Clerk of the Board

Orig: Sheriff  
Cc: LSK, Auditor

Prepared by: L. Coulson

## VENDOR PURCHASING AGREEMENT

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 (hereinafter "County"), and Blumenthal Uniform and Equipment CO Inc., with its principal offices at 1306 N. Howard, Spokane, WA 99201, (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for Employee Uniforms – Class A and Other Related Items CB 13-04 in accordance with its bid dated February 20, 2013 and to supply the product strictly in accordance with the specifications and requirements set forth therein. Although the County anticipates purchasing the quantity of products provided in Exhibit A, those quantities are only estimates. As such, the County makes no guarantee as to the quantity of products provided in Exhibit A it will purchase over the term of the Agreement. Vendor agrees to provide any and all products listed in Exhibit A at the cost per item it has provided. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for Employee Uniforms – Class A and Other Related Items Supplies CB 13-04, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor per Exhibit A. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:
  - a. For Vendor: Mitch Blumenthal  
Blumenthal Uniforms and Equipment CO Inc.  
1306 N. Howard

<p><b><u>AGENDA ITEM</u></b>  <b>MTG. DATE:</b> March 26, 2013  <b>SUBJECT:</b> Continued Hearing - Open Record Appeal for EA 12-14  <b>MEMO DATE:</b> March 20, 2013  <b>Prepared By:</b> Donna Hutchinson  <b>Reviewed By:</b> Michael Shuttleworth</p>	<p><b><u>TYPE OF ACTION NEEDED</u></b>  <b>Execute Contract</b>  <b>Pass Resolution</b>  <b>Pass Ordinance</b>  <b>Pass Motion</b>  <b>Other</b> X</p>	<p><b>Consent Agenda</b>  <b>Public Hearing</b> X  <b>1st Discussion</b>  <b>2nd Discussion</b>  <b>Other</b></p>
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**BACKGROUND INFORMATION**

The Board of County Commissioners at their hearing on March 19, 2013 continued the Open Record Appeal Hearing for EA 12-14 - Matt and Debbie Driscoll. After a motion from the Board upholding the Planning Manager's decision to require an EIS for EA 12-14, the Board directed staff to work with the Board Chairman in preparing findings for their signature. The meeting was continued until March 26, 2013 at 9:00 a.m.

**SUMMARY**

Attached to this agenda sheet are the proposed Findings and Hearing Decision for the Boards review and signature at their continued hearing on March 26, 2013.

**RECOMMENDATION**

The Planning Department recommends that the Board of County Commissioners sign the attached Findings and Hearing Decision.

**FISCAL IMPACT** - None.

**MOTION**

That the Board approve the attached Findings and Hearing Decision and sign the document upholding the Planning Manager's decision to require an EIS for EA 12-14.

DECISION OF THE  
BENTON COUNTY BOARD OF COMMISSIONERS

OPEN RECORD  
APPEAL HEARING - EA 12-14

FINDINGS OF FACT  
AND HEARING DECISION

**DECISION**

AN APPEAL of the Planning Manager's Environmental Threshold Determination of Significance for EA 12-14 is hereby denied. The Environmental Checklist was submitted in conjunction with a Conditional Use Permit Application (CUP 12-01).

**LEGAL DESCRIPTION**

The area covered by the proposal is generally described as that property located on a 324 acre parcel in the South Half of Section 19, Township 10 North, Range 25 East, W.M.

**RESOLUTION**

WHEREAS, an application for CUP 12-01/EA 12-14 was submitted on May 31, 2012 and was deemed a complete application on May 31, 2012; and,

WHEREAS, those agencies affected by the application were notified on June 1, 2012; and,

WHEREAS, the Notice of Application was published on June 8, 2012 and mailed to surrounding property owners on June 7, 2012; and,

WHEREAS, the Notice of Application and Environmental Checklist were sent to affected agencies on June 5, 2012; and,

WHEREAS, based on the information received from the Department of Ecology, Department of Natural Resources, the Benton County Dept. of Public Works, and the Yakama Nation along with surrounding property owners; the Planning Manager on July 11, 2012, requested that the applicant provide additional information; and,

WHEREAS, on September 25, 2012, the Planning Manager issued a Finding of Need for additional processing time; and,

WHEREAS, on October 1, 2012, the applicants submitted an Impairment Analysis and Declaration of Appropriation of Ground Water for Beneficial Use and Plan of Development completed by Darryll Olsen, Ph.D., Columbia-Snake River Irrigators Association (CSRIA) Principal Consultant and Thomas R. Buchholtz, P.E.; and,

WHEREAS, on October 2, 2012, the Impairment Analysis documentation was forwarded to the Department of Ecology, the Yakama Nation, and the Washington State Department of Natural Resources; and,

WHEREAS, on December 12, 2012, the Planning Manager determined that the proposal would likely have a significant impact on the environment and issued a Threshold Determination of Significance requiring that the Environmental Impact Statement be prepared; and,

WHEREAS, on December 19, 2012, the Planning Manager revised the appeal date clarifying the Determination of Significance; and,

WHEREAS, on January 2, 2013, the Planning Department received a written appeal from Matt and Debbie Driscoll; and,

WHEREAS, on February 28, 2013, public notice procedures, pursuant to BCC 6.35.115(a)(2), were carried out including: publication of legal notices in the Tri-City Herald; notification to reviewing agencies and adjacent landowners; and,

WHEREAS, the Planning Department record used for the basis of the Determination was forwarded to the Board of County Commissioners as Exhibit A along with the Agenda Sheet and Staff Memo, Exhibits B and C respectively on February 28, 2013; and,

WHEREAS, the Board of County Commissioners conducted an Open Record Hearing on March 12, 2013 at 1:30 p.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser, WA 99350; and

WHEREAS, those exhibits received after February 28, 2013 labeled as Exhibits D through O were presented to the Board and the Applicant's on March 12, 2013; and,

WHEREAS, the Board of County Commissioners at the Open Record Hearing on March 12, 2013 received into evidence (Exhibits P-Z); and,

WHEREAS, the Board of County Commissioners continued the public hearing for the purpose of reviewing all testimony and documents submitted; and,

WHEREAS, the public hearing was continued to 1:30 p.m. on March 19, 2013, in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA 99350; and,

WHEREAS, the Board of County Commissioners at the continued Open Record Hearing on March 19, 2013, received into evidence (Exhibits AA and BB); and,

WHEREAS, the Board of County Commissioners at the Open Record Hearing reviewed all testimony and public hearing exhibits that were received into evidence (Exhibits A-BB); and,

THEREFORE BE IT RESOLVED that the Board of County Commissioners finds and concludes as follows and on the basis of these findings and conclusions votes to uphold the Planning Manager's Determination of Significance and requirement that a Environmental Impact Statement be prepared for EA 12-14; and,

WHEREAS, the Board of County Commissioners desires to enter its written decision concerning this matter,

### **FINDINGS AND CONCLUSIONS**

The Benton County Planning Department received a Conditional Use Permit Application and Environmental Checklist from Matt & Debbie Driscoll, to construct and operate a 4,000 head custom dairy heifer replacement feedlot on a 324 acre parcel in the South Half of Section 19, Township 10 North, Range 25 East. W.M.

Numerous comments were received from property owners, agencies and other entities asking that the applicant address issues such as odor, dust control, traffic, ground water and storm water runoff. A significant number of the comments received expressed concern regarding the ground water usage of the proposed facility and its impacts on surrounding wells and the Wanapum Aquifer.

Based on the comments received, the Planning Department requested additional information from the applicants regarding the impact the project would have on ground water wells in the surrounding area and also on the Wanapum Aquifer.

The applicants on October 1, 2012, submitted an Impairment Analysis and Declaration of Appropriation of Ground Water for Beneficial Use and Plan of Development completed by Darryll Olsen, Ph.D., Columbia-Snake River Irrigators Association (CSRIA) Principal Consultant and Thomas R. Buchholtz, P.E. The documentation prepared by Mr. Olsen, Ph.D. and Mr. Buchholtz, P.E. was then sent to those who commented on the Notice of Application. The Planning Department received comments on the additional information submitted by the applicant. A majority of those comments expressed concerns that the additional information did not adequately address the impacts the proposal would have on the Wanapum Aquifer and on surrounding water users that currently draw from that Aquifer.

The Department of Ecology has denied several water right requests of similar withdraw levels as proposed by the applicants, because the proposed withdraws would impact the aquifer and other senior water right users in the area. The reasons for the denials were because of the persistent decline of the Wanapum Aquifer from approximately 2 to nearly 5 feet per year and that the pumping costs of senior right holders appear to be approaching unreasonable levels.

The applicant's submitted additional information provided that:

"It is anticipated that after one year of pumping on the subject well, the DNR well (Washington State Department of Natural Resources well) would be impacted .3 foot to 1 foot. This falls well below the magnitude that can be described as impairment. Any other wells yielding for this aquifer, but lying farther from the new well would be impacted even less. Additionally, any potential impacts, if any, to the Yakima River, would not be seen until long into the future, and as such for the analysis would not be considered impairment. When one considered all factors of casing, penetration depths, distances from other wells, and the relatively low withdrawal rate, the resulting potential impacts to the Yakima River along with other well and water right owners will be minimal. The magnitude of these potential impacts falls well below the magnitude that can be described as impairment as described in the statute."

The Department of Ecology provided the following comments on the applicant's additional information in their October 16, 2012 letter:

"Ecology believes the data demonstrates that the Wanapum Aquifer in the project area is in a state of decline rather than a state of balance. The aquifer will continue to decline over time under current pumping pressures. The aquifer will decline at a faster rate if additional water is allowed to be withdrawn. As groundwater pumping continues, competing groundwater users will have to deepen wells, lower pumps, and deal with increased costs as groundwater declines persist over time. As such, an evaluation of well to well interference offers some beneficial information but leaves the County without sufficient decision making information as was requested."

The applicant's additional information references a portion of a USGS study. Several studies have been completed by the USGS on the Yakima River system and the movement of water in the system. Others commented that more information was needed and referenced several other portions of the same study. The USGS study does not look directly at the applicant's well and its impact on the aquifer and surrounding users.

The applicant's additional information states that the Wanapum Aquifer may be connected to the Yakima River. The Planning Department has received comments from others that the Wanapum Aquifer is connected to the Yakima River. Considerable information can be found in the record that the applicant's proposed withdrawal from the Aquifer would impact surrounding users of the groundwater. Based on the comments received, more information is needed in order for the County to make an informed decision on the impacts the proposal will have on groundwater.

Based on the above information and the information found in the record (Exhibit A), the Benton County Planning Manager made an Environmental Determination of Significance for the proposed 4,000 head feedlot. The Planning Manager determined that an EIS was required because the proposal would have a significant adverse impact on the environment.

The Planning Manager identified the areas for discussion in the EIS: Surface Water Movement/quantity/quality/runoff/absorption; Groundwater Movement/quantity/quality; impact on the aquifer; transportation system, vehicle traffic; odor, air quality and other issues identified through scoping process.

The Board of County Commissioners per Chapter 43.21C RCW and Chapter 197-11 WAC has the power to affirm the Determination of Significance, to remand the determination back to the responsible official for further consideration, or to revise the threshold determination, provided its revision is in compliance with policies and provisions of Chapter 43.21C RCW and Chapter 197-11 WAC.

In accordance with WAC 197-11-680, the procedural determination made by the Planning Manager shall be entitled to substantial weight.

The Benton County Comprehensive Plan, Chapter 3, Plan Goals, and Policies, GOAL 58 is to: "Secure long-term sustainable water supplies and apply effective stewardship of them."

Policies I and J under Goal 58 state: "GROUND WATER POLICY (I) Benton County supports ground water management strategies that permit the responsible development of ground water resources, while protecting the long-term sustainability of aquifers. (J) Benton County supports selective continued issuance of new water rights from groundwater sources. It is the County's belief that areas and related aquifers exist where new water rights will not create impairments to existing rights or significantly affect aquifer levels. New water rights applications in these areas should be accepted and processed by Washington State Department of Ecology."

Testimony was provided by the Department of Natural Resources that adjacent wells are being monitored and have shown a decline of 2 to 5 feet per year from existing uses. The applicant's study provided that their well would contribute up to an additional 1 foot decline per year to the DNR's well level.

The Board finds that water level data from the Department of Ecology and the US Geological Survey's Yakima Basin Study both document groundwater declines in the Wanapum Aquifer in the area. Ecology's measurements in the DNR well show about 70 feet of decline in the water levels since the well was drilled in 1978, or an average of 2 feet per year. Similar declines in other wells were presented to the Board by surrounding property owners.

Based on the testimony presented, the Board of County Commissioners believes that the Driscoll's well will add a one foot drawdown in the aquifer which would be a 50% increase to the decline of the aquifer and would significantly affect the long-term water supply to surrounding wells. The Board finds that additional information is needed to address concerns regarding long term impacts to the Wanapum aquifer and that the completion of a hydrological study as part of an EIS, would provide the information needed to determine the long term impact on this project on the aquifer and surrounding uses and movement of groundwater.

Testimony from the applicant indicated that a manure management plan would be developed, while testimony from Mr. John Hamilton in opposition of the appeal indicated that over application of animal manure to the land could degrade soil quality and impact ground water quality and submitted Exhibit U consisting of various documents into the record.

The Board of County Commissioners has reviewed the record provided by the Planning Department along with testimony, both written and verbal, presented at the Open Record Appeal Hearing.

The record before the Board on the Driscoll proposal supports the determination of significance. Nothing in RCW 90.44.050, or case law regarding stockwatering wells, absolves Benton County from its responsibility to consider whether the Driscoll project has probable significant environmental impacts under SEPA. The purpose of an EIS for the Driscoll's project is to assess the project's impacts and assess mitigation measures and alternatives in an environmental impact statement.

According to the SEPA regulations, a DS must be issued and an EIS required in those instances where the County reasonably believes that a proposal may have a significant adverse impact. The test for whether an EIS is required does not lend itself to a formula or quantifiable test. The Washington State Supreme Court has articulated that an agency shall issue a DS and require an EIS whenever more than a moderate effect on the quality of the environment is a reasonable probability of the impacts of a project.

The purpose of SEPA is to ensure that potential impacts to the environmental are identified and

understood prior to agency decision making. SEPA does not demand or dictate particular outcomes with respect to ultimate decisions on projects, including the Board of Adjustment's decision to grant or deny the Driscoll's conditional use permit.

The Board has considered the process and criteria presented in WAC 197-11-330 and WAC 197-11-335 for making a Determination of Significance.

Significance involves context and intensity and does not lend itself to a formula or quantifiable test. The severity of an impact should be weighed along with the likelihood of its occurrence. An impact may be significant if its chance of occurrence is not great, but resulting environmental impact would be severe if it occurred.

This project involves unique and unknown risk to the environment and may affect public health.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY BOARD OF COUNTY COMMISSIONERS adopts these findings and conclusions as their own with respect to the Appeal of File No. EA 12-14, and the appeal is hereby denied and the Planning Manager's Determination of Significance requiring that an Environmental Impact Statement be prepared is upheld.

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Shon Small, Chairman  
BOARD OF COUNTY COMMISSIONERS

<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>	
<b>MEETING DATE:</b> March 26, 2013	Execute Contract	Consent Agenda
<b>SUBJECT:</b> 2012 Red Mountain AVA Master Site Plan	Pass Resolution <b>X</b>	Public Hearing <b>X</b>
<b>MEMO DATE:</b> March 19, 2013	Pass Ordinance	1st Discussion
<b>Prepared By:</b> Susan M. Walker	Pass Motion <b>X</b>	2nd Discussion
<b>Reviewed By:</b> Michael Shuttleworth	Other	Other

**BACKGROUND INFORMATION**

Washington State planning law allows comprehensive plan amendments to be considered more frequently than once a year for the initial adoption of sub area plans pursuant to RCW 36.70A.130(2)(a)(i). Benton County Comprehensive Plan Amendment 13-02, the 2012 Red Mountain AVA Master Site Plan (RM MSP) is a sub area plan presenting the framework and process for managing future development within the Red Mountain AVA area so that new development will advance the preferred vision while protecting the unique qualities of Red Mountain. The RM MSP as proposed will be adopted by reference within the County’s Comprehensive Plan and provides a vision, guiding principles, maps and descriptive text, recommendations, and strategies to achieve the desired goals. The 2012 RM MSP document is the result of staff review and revisions for consistency with the Growth Management Act, the County’s Comprehensive Plan and the Benton County Code.

The Planning Commission held its hearing regarding Comprehensive Plan Amendment 13-02 on February 12<sup>th</sup>, 2013, and after discussion and consideration voted to recommend approval of the proposal with staff recommended revisions shown in CCM 1.2 & CCM 1.3, to the Board of County Commissioners. The Planning Commission’s audio recording and findings of fact for the proposal, Exhibit PCH 1.4 & PCH 1.5, are attached. A hearing has been scheduled for March 26<sup>th</sup>, 2013, at 9:00 am in the Commissioners Hearing Room in Prosser to take final action on the proposal.

**STATE ENVIRONMENTAL POLICY ACT**

Comprehensive Plan Amendment 13-02 has been reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on January 24, 2013.

**SUMMARY**

Benton County together with an alliance of vineyard and winery operators, land owners, local agencies and stakeholders, commissioned the Red Mountain AVA Master Site Plan planning process. The RM MSP area is located on the south-facing slope of Red Mountain within unincorporated Benton County bounded by the Yakima River terrace to the west, the ridgeline of Red Mountain on the north and the lowlands bordered by Interstate 82 on the south. The boundary encompasses approximately 5,400 acres, of which 3,600 acres are designated Growth Management Act Agricultural (GMA AG) and protected under State law as agricultural lands of long term commercial significance. The RM MSP is also home to the Red Mountain American Viticultural Area (AVA), a 4,600 acre federally designated grape-growing and wine-producing region. The primary future uses within the RM MSP area are agricultural

## **CCM 1.1**

uses and activities including vineyards and ag support facilities, associated wineries, and a Wine Village that will function as a visitor serving area and interpretive center providing educational and outdoor recreational experiences. The RM MSP contains locational criteria necessary to site the Wine Village through a Master Planned Resort designation, and guidance for future zoning and development regulations within the RM MSP area.

### **STAFF REVIEW AND ANALYSIS**

The following sections of the Benton County Comprehensive Plan are proposed to be amended in CPA 13-02: Chapter Four, The Land Use Element, will be amended to include text describing the 2012 Red Mountain AVA Master Site Plan as sub area plan and creating a nexus linking the plan to the Comprehensive Plan; and a RM MSP Map (Figure 1-1) showing site plan boundaries, AVA boundaries, existing vineyards and wineries, existing and proposed roads, and other anticipated infrastructure, will be added on Page 4-70. These amendments as approved by the Planning Commission are shown in CCM 1.2.

### **RECOMMENDATION**

It is the recommendation of the Benton County Planning Commission and Planning Staff, that the Board of County Commissioners approves and adopt amendment proposal CPA 13-02.

### **MOTION**

After consideration of the testimony received at the public hearing held March 26<sup>st</sup> 2013, the Board shall make a motion to adopt, modify, or deny the proposed CPA 13-02 and either adopt the Planning Commission's Recommendation and Findings of Fact or develop their own findings of fact with reference to this matter and direct Planning staff to prepare a Resolution that reflects the Board's decision and findings for the Boards signature.

### **FISCAL IMPACT**

No fiscal impact is determined at this time, this is a non-project proposal.

**EXHIBIT LIST FOR CPA 13-02  
Red Mtn. Master Site Plan**

<b>Planning Commission Exhibit List - February 12, 2013</b>			
<b>PCM 1</b>	PCM 1.0	Staff Memo	January 30, 2013
	PCM 1.1	Draft Red Mountain Master Site Plan 2012	Dec 2007/Sept. 2012
	PCM 1.2	Environmental Checklist EA 12-23	October 4, 2012
	PCM 1.3	Determination of Non Significance	January 24, 2013
	PCM 1.4	Notice of Public Hearing	January 24, 2013
	PCM 1.5	Comments received from the Benton County Fire Marshal	January 29, 2013
<b>Planning Commission Hearing Exhibit List - February 12, 2013</b>			
<b>PCH 1</b>	PCH 1.1	Staff proposed text amendments to pages 4 & 5 - 1/31/13	February 12, 2013
	PCH 1.2	Comments received from Jim Holmes	February 1, 2013
	PCH 1.3	Comments received from Benton Co. Public Works Dept.	February 1, 2013
	PCH 1.4	Comments received from Wash. St. Dept. of Transportation	February 7, 2013
<b>Board of County Commissioners Exhibit List</b>			
<b>CCM 1</b> Includes:	CCM 1.1	Board of County Commissioners Agenda Sheet	March 19, 2013
	CCM 1.2	Planning Commission Approved Changes to the Comp Plan Planning Commission Approved Changes to the Red Mtn.	February 12, 2013
	CCM 1.3	Master Site Plan document	February 12, 2013
	CCM 1.4	Planning Commission Recommendation, Findings & Conclusion	March 12, 2013
	CCM 1.5	Audio Recording of the Planning Commission Hearing	February 12, 2013
	CCM 1.6	Comments from Gerald Stanton	February 12, 2013
<b>Board of County Commissioners Hearing Exhibit List</b>			
<b>CCH 1</b> Includes:	CCH 1.1		
	CCH 1.2		
	CCH 1.3		

**The Exhibit Numbers are found in the  
Top Right Hand Corner of each document.**

**PCM = Planning Commission Memo Exhibits  
PCH = Exhibits submitted during Hearing  
CCM = County Commissioner Memo Exhibits  
CCH = Exhibits submitted during Hearing**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> March 26, 2012	<b>Execute Contract</b> _____	<b>Consent Agenda</b> _____
<b>Subject:</b> Ordinance 525	<b>Pass Resolution</b> XX	<b>Public Hearing</b> XX
<b>Prepared by:</b> Ryan Brown	<b>Pass Ordinance</b> _____	<b>1st Discussion</b> _____
<b>Reviewed by:</b>	<b>Pass Motion</b> _____	<b>2nd Discussion</b> _____
	<b>Other</b> _____	<b>Other</b> _____

**BACKGROUND INFORMATION**

On February 26, 2013, you held a public hearing and passed resolution 2013-172 and ordinance 525. The purpose of those acts was to repeal BCC 7.16.140, which prohibited the possession of a firearm at an outdoor music festival as defined by our code.

The Tri-City Herald was requested to publish notice of such hearing as required by law. However, after your public hearing, Donna Hutchinson learned that, due to a mistake by the Herald, the notice was never published.

No one appeared to testify at your hearing on February 26<sup>th</sup>. In order to give the public an opportunity to weigh in on this legislative decision and to comply with state law, you have scheduled another public hearing for March 26<sup>th</sup> to re-consider your actions.

After the hearing, you may adopt a resolution to ratify your prior decision. A resolution to do that has been submitted to you.

Alternatively, you could decide to repeal ordinance no. 525 by adopting another ordinance. The effect of such action would be to undo the repeal you adopted last month. If this is the Board's desire, we will prepare a resolution and ordinance for the board to consider at its next regular meeting. Please keep in mind the prior opinion by our office that the board does not have the authority to maintain the firearm prohibition set forth in BCC 7.16.140.

**SUMMARY** : See above.

**RECOMMENDATION**: Approve a resolution ratifying the board's decision at the conclusion of its prior public hearing on this matter.

**FISCAL IMPACT**: None

**MOTION**: I move that we approve the resolution before us to ratify resolution 2013-172 and ordinance no. 525.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING THE APPROVAL OF RESOLUTION 2013-172 AND THE ADOPTION OF ORDINANCE NO. 525 RELATING TO THE REPEAL OF THE PROHIBITION OF FIREARMS AT OUTDOOR MUSICAL FESTIVALS

WHEREAS, on February 26, 2013, the Board of County Commissioners held a public hearing and then approved Resolution 2013-172 and adopted Ordinance No. 525;

WHEREAS, at the time of the hearing it was the understanding of the Board that a notice of the hearing had been published in the Tri-City Herald;

WHEREAS, the Board subsequently learned that the Tri-City Herald was requested to publish said notice but had inadvertently failed to do so;

WHEREAS, the Board of Commissioners therefore conducted another public hearing on Tuesday, March 26, 2013, at 9:00 a.m. in the Commissioner's Meeting Room, Third Floor of the Courthouse, Prosser, Washington, to consider any additional public input regarding the repeal of BCC 7.16.140;

WHEREAS, notice of said hearing was published in the Tri-City Herald on March 14, 2013;

WHEREAS, the Board of County Commissioners continues to be satisfied that it is in the bests interests of the public to repeal BCC 7.16.140; NOW THEREFORE,

BE IT HEREBY RESOLVED, that the Board hereby ratifies the approval of Resolution 2013-172 and the adoption of Ordinance No. 525 and the repeal of BCC 7.16.140.

Dated this 26<sup>th</sup> day of March, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

**SOUTHEAST WASHINGTON COUNCIL OF GOVERNMENTS**  
**ON AGING AND LONG TERM CARE**  
**DRAFT 4 INTERLOCAL AGREEMENT**

The Agreement is entered into by the County of Asotin, the County of Benton, the County of Columbia, the County of Franklin, the County of Garfield, the County of Kittitas, the County of Walla Walla, and the County of Yakima, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW. Each individual County Legislative body has reviewed, adopted, and hereby ratifies this Agreement, as indicated by the attached Signature Pages.

WHEREAS, the parties have a mutual interest in forming a Council of Governments ( COG) to facilitate the organization and operation of an Area Agency on Aging (AAA), designated Planning and Service Area number 9 (PSA 9), and

WHEREAS, the Older Americans Act of 1965, as now and hereafter amended, and Chapter 74.38 RCW provide for the establishment of Area Agencies on Aging within the regional areas within the state, nor therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows;

1. **PURPOSE:** The purpose of this agreement is to form a Council of Governments (COG), to enable the parties to operate the Southeast Area Agency on Aging (AAA) within Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties, to prepare an annual Area Plan for Programs on Aging, and administer grants for programs for older individuals and adults with disabilities. Each party agrees to cooperate in all respects in order to carry out the letter and spirit of this agreement.
2. **ADMINISTRATION:** The parties jointly agree that the Southeast Washington COG on Aging and Long Term Care, hereinafter referred to as the COG, shall, as its sole purpose, be the administrative body of the Southeast Washington Area Agency on Aging.
  - A. **Membership:** Each Participating Entity shall be represented by one designated member and may assign or appoint an alternate member to serve in the absence of a designated member.
  - B. **Voting:** Each of the parties shall have an equal vote when the COG is conducting business.
  - C. **Quorum:** A quorum of the Board shall consist of a total of not less than five (5) of the eight (8) members.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/26/13</u> Subject: <u>DE-EM0002426 U.S.</u> <u>Dept. of Energy Law</u> <u>Enforcement Ser.</u> <u>Contract</u>	Execute Contract _____ Pass Resolution <u>X</u> _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other <u>X</u> _____
Prepared by: <u>J.Thompson</u> Reviewed by:		

**BACKGROUND INFORMATION/ SUMMARY**

Benton County and the Department of Energy have entered into a contract for law enforcement services beginning in 1993. The Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2013 with four one-year renewal options. The Sheriff's Office provided a cost proposal for the five year period.

The Department of Energy awarded the contract in the amount of \$983,097 for the base year 2013 with four option years for a total of \$5,153,681.

**RECOMMENDATION**

Approve the attached awarded contract DE-EM0002426 between Benton County and U.S. Department of Energy, for law enforcement services on the Hanford Site in the amount of \$983,097 for the calendar year 2013.

**FISCAL IMPACT**

Revenue in the amount of \$2,013,636 pertaining to this contract is part of the approved 2013/2014 budget. If the Department of Energy extends into the First Option Year – 2014, actual revenue for 2013/14 will be \$2,019,472.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LAW ENFORCEMENT SERVICES CONTRACT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND BENTON COUNTY

WHEREAS, Benton County and the Department of Energy have entered into a contract for law enforcement services beginning in 1993; and

WHEREAS, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2013 with four one-year renewal options; and

WHEREAS, the Sheriff's Office provided a cost proposal for the five year period; and

WHEREAS, the Department of Energy awarded the contract in the amount of \$983,097 for the base year 2013 with four option years for a total of \$5,153,681; **NOW THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners approves the attached contract DE-EM0002426 between Benton County and U.S. Department of Energy, for law enforcement services on the Hanford Site in the amount of \$983,097 for the calendar year 2013.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Original: Sheriff's Office

J.Thompson

CC: Auditor Office; R. Ozuna

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   92	
2. CONTRACT NUMBER DE-EM0002426		3. SOLICITATION NUMBER DE-SOL-0004189	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/14/2012	6. REQUISITION/PURCHASE NUMBER 13EM000540
7. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (Hour) local time \_\_\_\_\_ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Jennifer R. Knittel	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Jennifer.Knittel@rl.doe.gov
		AREA CODE 509	NUMBER 373-1046	EXT.

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	71
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	1
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	1	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	1	<input type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	3	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	5				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)

<input checked="" type="checkbox"/>	10 CALENDAR DAYS (%)	<input type="checkbox"/>	20 CALENDAR DAYS (%)	<input type="checkbox"/>	30 CALENDAR DAYS (%)	<input type="checkbox"/>	CALENDAR DAYS (%)
	NET 30						

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE 083738997	FACILITY
BENTON, COUNTY OF Attn: JULIE THOMPSON 7122 W. OKANOGAN PLACE BLDG. A KENNEWICK WA 993362341	

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE

15B. TELEPHONE NUMBER

AREA CODE	NUMBER	EXT.

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT  
\$5,153,681.00

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  
 10 U.S.C. 2304 (c) ( )  41 U.S.C. 253 (c) ( 1 )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) See Schedule G CODE 00601

25. PAYMENT WILL BE MADE BY See Schedule G CODE 00513

26. NAME OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin

27. UNITED STATES OF AMERICA  
Signature on File  
(Signature of Contracting Officer)

28. AWARD DATE  
12/20/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0002426

PAGE 2 OF 92

NAME OF OFFEROR OR CONTRACTOR  
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 91-6001296 DUNS Number: 083738997 Law and Traffic Enforcement Services for the Hanford Site, Richland, Washington  Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352  Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25105 Program: 1111148 Project: 0001523 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 01/01/2013 to 12/31/2013				
00001	Base Year - 2013 Line item value is: \$983,097.00 Incrementally Funded Amount: \$245,774.25				983,097.00
00002	First Option Year - 2014 Amount: \$1,036,375.00 (Option Line Item)				1,036,375.00
00003	Second Option Year - 2015 Amount: \$1,047,590.00 (Option Line Item)				1,047,590.00
00004	Third Option Year - 2016 Amount: \$1,044,876.00 (Option Line Item)				1,044,876.00
00005	Fourth Option Year - 2017 Amount: \$1,041,743.00 (Option Line Item)				1,041,743.00

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 000001 08/14/2012

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE  
 00601 00601  
 Richland Operations Office U.S. Department of Energy  
 Richland Operations Office  
 P.O. Box 550, MSIN A7-80  
 Richland WA 99352

6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.  
 DE-SOL-0004189  
 X 9B. DATED (SEE ITEM 11)  
 07/31/2012  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 10B. DATED (SEE ITEM 13)  
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 (X) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (X) is extended, ( ) is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, ( ) is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Law Enforcement Services for the Hanford Site, Richland, Washington

DESCRIPTION:  
 This amendment extends the proposal due date to 5:00 pm on August 31, 2012. DOE-L-1002 is updated to reflect the revised due date and FAR 52.204-8(a)(2) is corrected to reflect that there is no size standard for the selected NAICS code of 922120.

LIST OF CHANGES:  
 Bids due date : 14-AUG-12 changed to 31-AUG-12  
 Solicitation due time : 14:00 PM changed to 17:00 PM  
 Period of Performance: 01/01/2013 to 12/31/2013

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

16A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Steve Keane, Sheriff Linda K. Jarnagin  
 16B. CONTRACTING OFFICER 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 Signature on File 08/14/2012  
 (Signature of Contracting Officer)

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/26/2013</u> Subject: <u>Service Agreement</u> Prepared by: <u>T. Chalk</u> Reviewed by: <u>S. Brown</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion <u>X</u> 2nd Discussion Other

**BACKGROUND INFORMATION**

The Benton County Building Department has been using the Munis Software Permit Management System since 12/1/06. The software program is not web based, has very limited ability to create forms, update and store information, and process permit payments. The fees are still calculated and imputed manually in conflict with State Auditor requirements. The maintenance contract with Munis was terminated January of 2010, and has been maintained by the Central Services Department ever since. The iWorQ Permit Management System corrects these deficiencies and allows us to evolve with changing technologies. Included in this permit management application are planning management, code enforcement, and an online permitting/contractor portal module. In addition the Planning Department has reviewed the iWorQ Planning Management System included with the Permit Management System. They have concluded the proposed System would better meet their requirements, than the current Munis Software System they are using.

**SUMMARY**

Same as above

**RECOMMENDATION**

Approve Resolution

**FISCAL IMPACT**

One time provisioning and training cost of \$7,917.00 and an annual recurring cost of \$5,917.00.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON

**IN THE MATTER OF AWARDING iWorQ SYSTEMS A SERVICE AGREEMENT FOR BENTON COUNTY BUILDING DEPARTMENT PERMIT MANAGEMENT SYSTEM.**

**WHEREAS**, the Benton County Building Department is committed to identifying efficiencies and innovations to address reduced financial resources; and

**WHEREAS**, the Building Department recognizes that permitting and support services are expected to grow, requiring increased productivity gains through technology, as well as the adoption of other innovative solutions to meet demand; and

**WHEREAS**, the Building Department realizes the need for an increase use of self-service information technology to allow the Building Department staff to more personally add value and serve the public; and

**WHEREAS**, the Building Department is committed to streamlining our permitting processes in order to decrease costs and improve services through expanding our information technology resources to offer flexible, user-friendly, and integrated systems; and

**WHEREAS**, a significant amount of time and resources are currently allocated to creating, updating, inputting and printing with the current Munis Software System; and

**WHEREAS**, automation and electronic storage through the web helps decrease hard dollar costs associated with paper, printing, copying, storage and postage; and

**WHEREAS**, no Central Services effort is required to build or support the system; and

**WHEREAS**, the Building Department researched and evaluated web based providers to help improve effectiveness, increase efficiencies, and reduce the overall time and costs; and

**WHEREAS**, based on the analysis of online Permit Management System providers, the Building Department Manager recommends entering into a Service Agreement with iWorQ's Systems; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Building Department Managers recommendation and hereby awards the Service Agreement to iWorQ Systems in the amount of \$7,917.00 broken down as follows: a one time set up cost of \$2,000.00 plus an annual recurring cost of \$5,917.00; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners is authorized to sign the attached Service Agreement and Order Form; and

**BE IT FURTHER RESOLVED**, the term of the attached Service Agreement agreement commences the date Service Agreement is signed and can be cancelled at anytime providing iWorQ Systems 30 day notification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board



## 1.0 QUOTE

Benton County, Washington hereafter known as "Customer" enters into the following Service Agreement with iWorQ Systems "iWorQ" located in Logan Utah. Customer will pay an annual fee for the services listed below:

<u>APPLICATION</u>	<u>COST</u>	<u>BILLING</u>
Permit Management	\$3229.00	ANNUAL
Planning Management (with Permit Management )	INCLUDED	ANNUAL
Online Permitting (Contractor Portal, Service Request) (with Permit Management )	<del>\$2148.00</del> \$1074.00	ANNUAL
Code Enforcement (with Permit Management )	<del>\$3229.00</del> \$1614.00	ANNUAL
<b><u>TOTAL:</u></b>	<b>\$5917.00</b>	<b>ANNUAL</b>
<u>ADDITIONAL SERVICES</u>	<u>COST</u>	<u>BILLING</u>
Setup Fee-Permit Management	\$1000.00	ONE TIME FEE
Setup Fee-Code Enforcement	\$1000.00	ONE TIME FEE
<b><u>TOTAL WITH ADDITIONAL SERVICES:</u></b>	<b>\$7917.00</b>	<b>FIRST YEAR</b>
Unllimited Phone Technical Support & Training For Every User	<b>FREE</b>	

This quote was provided on March 13, 2013 and expires March 29, 2013

### 1.2 Payment

iWorQ invoice will be sent 15 days after the service start date. Invoice will include charges for annual fee plus setup fees totaling \$7917 for service through March 2014. The invoice will be sent every April for \$5917 annually, thereafter.

If Benton County wishes to cancel the agreement, notification should be given to iWorQ in writing 30 days prior to cancellation, iWorQ will return Benton County's data within that specified time-frame (30 days) and refund a prorated amount for the months left in that annual billing cycle.

## New Main Restroom

Fairgrounds: 1500 S. Oak Street, Kennewick, WA 99337

### Description and Scope

The project consists of building a new main restroom in place of the current facility. The restroom would be built adjacent to the current open air "grange" building. By relocating the restroom it would allow the current one to remain open during construction. The new restroom would be double the capacity of the old one in order to accommodate the 100,000 patrons visiting the fair annually. The current restroom could be repurposed or demolished.

### Purpose and Need

The main restroom is in desperate need of a renovation. The plumbing is antiquated, the electrical needs to be brought up to current standards and the HVAC is non-existent. The restroom currently accommodates twenty two people at a time. With 28,000 people a day attending the fair alone the current restrooms do not keep up with the demand. Due to its size and location building a new facility would best fit the county's need.

### History and Current Status

The main restroom has been in service for several years and has served its purpose. With the 140,000 plus people attending various events at the fairgrounds the facility is no longer adequate. The plumbing and electrical need to be brought up to current standards. The heating and exhaust fans also need to be improved. All partitions are either wood or corrugated metal and do not meet current codes.

### Operating and Maintenance Impact

Having a new restroom constructed the maintenance impact would be very low for the first five years. By having modern efficient plumbing and electrical fixtures installed the operating costs would be lower for the fairgrounds overall. The facility would be cleaned daily by a Benton County Inmate Work Crew that is currently assigned to the fairgrounds.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES		
		2013-2014	2015-2016	2017-2018
REET	\$ 480,000	\$ -	\$ -	\$ -
FAIRGROUNDS O&M	-	-	-	-
<b>TOTAL</b>	\$ 480,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES		
		2013-2014	2015-2016	2017-2018
ARCHITECT / ENGINEERING FEES	\$ 80,000	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	400,000	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-
<b>TOTAL</b>	\$ 480,000	\$ -	\$ -	\$ -

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/26/2013</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Tax Title</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>K. Mercer</u>	Pass Ordinance _____	1st Discussion <u>X</u>
Reviewed by:	Pass Motion <u>X</u>	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION / SUMMARY**

Below is a summary report on the parcel 1-1389-305-0005-000.

1. Assessed Value: \$1,910
2. Fair Market Value Appraisal: No Fair Market Value Obtained
3. Parcel Size: 0.532 Acres
4. Area: Kennewick (East of Olympia & 36<sup>th</sup> Ave) see attached map
5. Date Acquired: 11-28-12 (property didn't sale at the foreclosure public auction)
6. Unpaid Taxes: \$1,358.92 (property taxes and assessments (no irrigation assessment))
7. Price Paid by County: Zero - Property didn't sale at the foreclosure public auction (Tax Title)
8. Legal: Section 13 Township 8 Range 29 Quarter SW Plat Willow Crest Tract A, 10/25/2001, AF#01-033346 Irrigation Pond (per plat this tract is restricted to the use of irrigation facilities)
9. Zoning: City Utility
10. Marketing Plan: Sale to Kennewick Irrigation District (KID) through private negotiation.

**SALE OR LEASE METHODS**

If the Board orders the sale of any tax title personal property, it shall direct that the property be sold by one of the following methods:

1. **Public Auction.** County personal property may be sold at public auction to the highest and best bidder. The auction shall be conducted by or through the county treasurer or such other person as the board or treasurer may designate. The treasurer may contract with another government agency or official, or with a private party, to conduct the auction. Advance written notice of the sale shall be provided by publication, posting, and/or such other means as the treasurer or his or her designate deems appropriate. The board shall set a minimum bid.
2. **Private Negotiation.** Pursuant to RCW 36.35.150, tax-title property may be disposed of by private negotiation and for not less than the principal amount of unpaid taxes and assessments in any of the following cases:
  1. When the sale is to any governmental agency and for public purposes;

2. When the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property;
3. When the property has an assessed value of less than five hundred dollars and the property is sold to an adjoining landowner;
4. When no acceptable bids were received at the attempted public auction of the property, if the sale is made within twelve months from the date of the attempted public auction.

### **RECOMMENDATION**

Authorize the sale method for tax title parcel # 1-1389-305-0005-000 be private negotiation and that the Property Manager bring back an offer to the Board at a later date.

### **FISCAL IMPACT**

N/A

### **MOTION**

Move that sale method for tax title parcel # 1-1389-305-0005-000 be private negotiation and that the Property Manager bring back an offer to the Board at a later date.



<b>Parcel Number</b> 113893050005000	<b>Property Details Link</b> <a href="#">To Property Details</a>
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