

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.

## REVISED

### AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, March 5, 2013 Benton County Courthouse, Prosser, WA

9:00 AM Call to Order  
Approval of Minutes  
❖ February 26, 2013

Review Agenda

Consent Agenda

#### Auditor

a. Surplus of Personal Property

#### Commissioners

b. Contract w/DB Secure Shred, LLC for Document Destruction Services

c. Letter to Cities & Franklin County Regarding Merging E911 Services

d. Letter of Support to Benton County Emergency Services

#### Facilities

e. Purchase Authorization from Bargreen Ellingson for Convection Steamer

f. Payment Authorization to Schindler Elevator Corporation for Elevator Repair Services

#### Fairgrounds

g. Line Item Transfer, Fund No. 0124-101; Dept. 000

#### Juvenile

h. Interagency Agreement w/Administrative Office of the Courts for Guest Trainer Services

i. Contract w/Sierra Electric, Inc. for Electrical Repair Services

j. Line Item Transfer, Fund No. 0000-101, Dept. 138

k. Line Item Transfer, Fund No. 0115-101, Dept. 171

#### Personnel

l. Denial of County Claim CC2012-17

m. Contract w/Sterling Infosystem, Inc. for Employment Screenings

#### Public Works

n. Authorization to Proceed w/Bid Process for Purchase of Metal Traffic Signs

o. Authorization to Proceed w/Bid Process for Purchase of Refined Petroleum Projects

p. Purchase Authorization from Crop Production Services for Herbicide Materials

q. Payment Authorization to Lesco Electrical for Repairs @ Maintenance Yard

- r. Rental Authorization from Arrow Construction Supply of Crack Seal Machine
- s. Interlocal Cooperative Agreement w/City of Prosser for Bituminous Surface Treatment  
**Sheriff**
- t. Bid Award to Bob Barker Company, Inc. for Purchase of Inmate Supplies ~ CB-13-01
- u. Bid Award to Interline Brands, Inc. dba/Amsan Yakima for Purchase of Jail Chemical  
Supplies ~ CB-13-02
- v. Bid Award to Crown Paper & Janitorial, Inc. for Purchase of Paper & Glove Supplies ~ CB-13-03
- w. Bid Award to Blumenthal Uniforms and Equip. Co., Inc. for Purchase of Employee  
Uniforms - Class A and Other Related Items ~ CB-13-04
- x. Bid Award to 911 Supply, LLC for Purchase of Employee Uniforms BDU/Blauer ~ CB-13-05

**Executive Session**

Potential Litigation ~ B Perry & R Lukson

**Unscheduled Visitors**  
**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, February 26, 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; County Engineer Daniel Ford; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Clerk Josie Delvin; Jacki Lahtinen, Districts Court; Auditor Brenda Chilton; RJ Lott and Donna Hutchinson, Planning; DPA Steve Hallstrom; Van Pettey, Auditor's Office; Erhiza Rivera, Treasurer's Office.

**Approval of Minutes**

The Minutes of February 12, 2013 were approved.

**Consent Agenda**

**MOTION:** Commissioner Beaver moved to approve the consent agenda items "a" through "cc", pulling "bb" (Line Item Transfer – Dept. 120) for discussion. Commissioner Delvin seconded and upon vote, the Board approved the following:

**Auditor**

- a. Management Letter to the State Auditor's Office

**Central Services**

- b. Agreement w/Ciber, Inc. for Support of "Crimes" Software

**Commissioners**

- c. Line Item Transfer, Fund No. 0000-101, Dept. 115

**District Court**

- d. Line Item Transfer, Fund No. 0131-101, Dept. 000

**Facilities**

- e. Contract w/River City Environmental, Inc. to Clean Grease Trap @ the Jail
- f. Payment Authorization to Moon Security for Prosecuting Attorney's Office Remodel Project

**Human Services**

- g. Agreement w/Catholic Family & Child Service for 10-Yr Homeless Housing Plan Goals
- h. Renewal of Message Archiver Subscription from GovConnection

**Juvenile**

- i. Contract w/Tri-Cities Chaplaincy for Counseling Services
- j. Contract w/Connections Consulting for Interpreter Services
- k. Contract w/J Azure for Attorney Services
- l. Line Item Transfer, Fund No. 0115-101, Dept. 171
- m. Contract Amendment w/D Anderson for Civil Defense Representation
- n. Contract Amendment w/K Moreno for Civil Defense Representation
- o. Contract Amendment w/J Paulsen for Civil Defense Representation
- p. Contract Amendment w/D Campbell for Civil Defense Representation

**Personnel**

- q. Appointment of March 2013 Employee of the Month

**Prosecuting Attorney**

- r. Collective Bargaining Agreement w/WA State Council of County & City Employees, Representing Appraisers
- s. Collective Bargaining Agreement w/WA St Council of County & City Employees, Representing Crisis Response Unit
- t. Collective Bargaining Agreement w/Teamsters Local No. 839, Representing Sheriff's Office Clerical
- u. Collective Bargaining Agreement w/American Federation of State, County & Municipal Employees, Representing Courthouse Union

**Public Works**

- v. Purchase from Legacy Ford & Northend Truck Equipment Co. for Ford Cab & Flatbed
- w. Purchase from Trailer Town for Flatbed Tilt Trailers
- x. Purchase from Rowand Machinery Co. for John Deere Front Loader
- y. Denial of the Formation of County Road Improvement District No. 23
- z. Equipment Maintenance Agreement w/Prosser Fire District #3
- aa. Lease Agreement w/Benton County Mosquito Control District

**WSU Cooperative Extension**

- cc. Memorandum of Agreement w/Washington State University Extension

**Consent Agenda Item “bb” - Line Item Transfer, Fund No. 0000-101, Dept. 120**

Keith Mercer said the line item transfer was needed to move to a different expenditure code so the expenditures matched how they were reported in the financial statements. It was not an increase in the budget.

**MOTION:** Commissioner Beaver moved to approve the Line Item Transfer as presented. Commissioner Delvin seconded and upon vote, the motion carried.

**Public Hearing – B.C. Water Company, LLC – Franchise Application**

Sue Schuetze said that B.C. Water Company, LLC filed a petition to continue a nonexclusive franchise to place water lines within County Road right of way in the Cottonwood vicinity in

Benton County. She said that no comments were received and Public Works recommended approval of the franchise based upon the listed requirements.

As there was no public testimony, the public hearing was closed.

**MOTION:** Commissioner Beaver moved to approve the application for franchise for B.C. Water Company, LLC as presented with the listed conditions. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

### **Public Hearing - Short Plat Vacation – 13-01**

RJ Lott said they received an application from John Sullens requesting two easements be vacated off the face of Lot 1 of the Short Plat.

He said that based upon the comments received, the Planning Department recommended approval of the vacation of the easements.

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

**MOTION:** Commissioner Beaver moved to approve the vacation of the easements described in paragraph 2 of the memo and located on Lot 1 of Short Plat 3249. Additionally, it was conditioned upon the applicant recording a document that relinquished that portion of the underlying 30-foot ingress-egress, road and utility easement that lies within the south 458.3 feet of the East 30 feet of Lot 1 of Short Plat 3249 and the document be recorded within one year of the date of approval or this approval would be null and void. Commissioner Delvin seconded and upon vote, the motion carried.

### **Public Hearing – Ordinance Amendment – BCC 7.16.140 – Outdoor Concerts**

Ryan Brown said his office received a letter from the Second Amendment Foundation questioning the legality of BCC 7.16.140 that was adopted in 1975 that stated it was unlawful for any person other than law enforcement officers to carry a firearm at an outdoor music festival. Under current law, Washington law regarding the possession of firearms preempted any local law regarding the possession of firearms at music festivals. He said the proposed ordinance would repeal the section relating to firearms at an outdoor music festival and it was his opinion the County no longer had the authority to ban firearms at music festivals.

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

**MOTION:** Commissioner Delvin moved to adopt the resolution and ordinance to amend the Benton County Code to repeal BCC 7.16.140 relating to the possession of firearms at outdoor music festivals as defined by BCC 7.16.020. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

## **Discussion of S. 38<sup>th</sup> Avenue – West Richland**

Steve Becken reviewed the report dated February 13, 2013 and said when constructed the right of way for S. 38<sup>th</sup> Avenue in Willamette Heights was obtained via the easements retained on patents for each parcel. When the US Government sold the two tracts, they held out a 33 foot easement on one to four sides of each parcel. In 1986 when Benton County began proceedings to vacate of the easements (prior to BLM informing them they did not have authority to vacate), the PA's office stated that although the patents accepted a 33-foot easement for road and utility purposes, there was no indication Benton County had ever accepted the easements for road purposes. Therefore, they were considered private access easements until such time as Benton County accepted the easement for road purposes.

He said he spoke with BFCOG regarding having the road classified and it was suggested they apply for an Urban Collector classification, which could not be done until the County had ownership. Per past practices, the County would not accept a gravel road into the system until it was brought up to at least minimum county standard of being a paved road. He said they had a rough estimate of \$950,000 to construct S. 38<sup>th</sup> Avenue and had not had any survey work done and there were not any funds available for this project. One thought was to move around CRIMP funds, but if they moved CRIMP monies around, it would jeopardize \$6 million in RAP and STP funds for Nine Canyon Road and Travis Road.

West Richland has stated that if the County constructed 38<sup>th</sup>, they would pursue an LID on the north end. If that failed, the north end was in their Six-Year Road Program but with no construction date set. If the County constructed the road, it would be connecting to private gravel roads on both the north and south ends with no assurance either would be constructed.

If the County constructed 38<sup>th</sup> Ave. with county money, West Richland proposed the County and City work together to have 38<sup>th</sup> designated as a collector arterial and then apply for STP-U funds in the Fall of 2013 for construction money; the County would need to put up a match of \$100,000 to \$150,000 if successful in obtaining the funds.

Mr. Becken said the first step would be to determine if the County wanted to construct this as a County project with County funds.

Commissioner Beaver said he wanted designate this as a County project and he felt the situation was created by the federal government. Commissioner Delvin said he felt they could start there but the citizens needed to know construction was not going to happen right now.

Chairman Small said the County just dealt with a with a \$2.7 million shortfall and there were shortfalls in the State and United States Government. He said they were all for progress and knew about the issues with the road but they did not have the capacity with funding. However, they were willing to look at this and take a look at reclassifying and try to get it in the road plan and still try to balance the remainder of the needs and the road system.

## **Emergency Services System Discussion**

Loretta Smith Kelty and Ryan Brown updated the Board and provided a draft letter addressed to the Cities of Pasco, Kennewick, Richland, and Franklin County.

Ryan Brown said they had a telephone conference call with Robert Ezelle from the State Emergency Management Division to get a perspective on what was going on.

Robert Ezelle and Bill Peters, WA Military Department, Emergency Management Division discussed the issue with the Board. Mr. Ezelle said they had no preconceived notions whether a regionalization was in the County's best interest or not. He said they were here to provide support. He said they provided statewide services that benefitted all the counties for training and also provided financial support for smaller counties; they also helped counties modernize systems so they were compatible as the nation moved forward. He said they had some success with regionalization for a few other counties (Chelan and Douglas) and (Whitman and Asotin) and assisted with that in terms of doing the studies.

It was stated they were approached by Franklin County to see if they could assist Benton & Franklin Counties (neither qualified for financial assistance), but they saw some benefit and said they could help with the studies. Mr. Ezelle said the offer was still there and they were willing to assist the counties; additionally, they have rewritten their policy so that money could be used for a study or project manager or a combination of both (set to be approved). He said there not any deadlines but it was up to the counties and cities what they wanted to see. He mentioned that as part of the cost benefit analysis they would want to see savings the State would receive, although there might not be a huge savings to the State since Benton & Franklin Counties did not qualify for financial assistance at this point. Additionally, they strictly dealt with the telephone portion of the system.

Commissioner Delvin talked about his concern that the costs were going to be spread to the radio system. It was stated that could be part of the deliverables in the study. Mr. Ezelle said the study should be a cooperative endeavor to make sure it addressed the needs of all the participants. He said they could assist in the RFP process but the counties would pay the consultant and the State would reimburse for those costs. He added they were not pushing regionalization but were here to support an initiative and have agreed to provide funding for a regionalization study or project manager.

The Board talked about the previous study that was completed by e-Gov and that it could be expanded on what was already completed. Additionally the State would contract with the counties for the MOU and did not typically do that at the city level.

The Board agreed it would continue this discussion during the special meeting scheduled for the next day and try to agree on some deliverables for the study.

## **Commissioner Assignment Update**

Jerome asked for an update on the RTPO issue. Commissioner Beaver said that Benton County lost \$409,000 from this round in a vote; Mr. Becken also attended the meeting (representing the

City of Prosser). He said there were agencies within the county that voted against funds for Benton County and so they were not happy with them.

Additionally, Commissioner Beaver said that he and Adam Fyall met with Doc Hastings regarding Hanford Communities. Mr. Fyall added that Doc Hastings remained optimistic regarding the B Reactor and recent news about leaking tanks gave more momentum; he was also in favor of moving forward on Yucca Mountain and believed it was the law of the land to be the national depository. Commissioner said he also attended a Health Board meeting.

Commissioner Small said he attended the Health Board meeting and also attended a Red Mountain function with new Senator Sharon Brown and that they talked about transportation issues.

### **Vouchers**

Check Date: 01/15/2013  
Warrant #: 235194-235210  
Direct Deposit #: 80986-81185  
Total all funds: \$106,393.19

Check Date: 02/15/2013  
Warrant #: 74912-75073  
Total all funds: \$500,098.43

Check Date: 02/15/2013  
Warrant #: 235311-235327  
Direct Deposit #: 81836-82033  
Total all funds: \$105,116.62

Check Date: 02/15/2013  
Taxes #: 10113024  
Total all funds: \$34,671.37

Check Date: 02/22/2013  
Warrant #: 75074-75535  
Warrant #: 75818-76038  
Taxes #: 01010213.05010213.010102135  
Total all funds: \$941,671.47

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

### **Resolutions**

2013-145: Collective Bargaining Agreement w/WA State Council of County & City Employees, Representing Appraisers

- 2013-146: Collective Bargaining Agreement w/WA St Council of County & City Employees, Representing Crisis Response Unit
- 2013-147: Collective Bargaining Agreement w/Teamsters Local No. 839, Representing Sheriff's Office Clerical
- 2013-148: Collective Bargaining Agreement w/American Federation of State, County & Municipal Employees, Representing Courthouse Union
- 2013-149: Agreement w/Ciber, Inc. for Support of "Crimes" Software
- 2013-150: Line Item Transfer, Fund No. 0000-101, Dept. 115
- 2013-151: Line Item Transfer, Fund No. 0131-101, Dept. 000
- 2013-152: Contract w/River City Environmental, Inc. to Clean Grease Trap @ the Jail
- 2013-153: Payment Authorization to Moon Security for Prosecuting Attorney's Office Remodel Project
- 2013-154: Agreement w/Catholic Family & Child Service for 10-Yr Homeless Housing Plan Goals
- 2013-155: Renewal of Message Archiver Subscription from GovConnection
- 2013-156: Contract w/Tri-Cities Chaplaincy for Counseling Services
- 2013-157: Contract w/Connections Consulting for Interpreter Services
- 2013-158: Contract w/J Azure for Attorney Services
- 2013-159: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2013-160: Contract Amendment w/D Anderson for Civil Defense Representation
- 2013-161: Contract Amendment w/K Moreno for Civil Defense Representation
- 2013-162: Contract Amendment w/J Paulsen for Civil Defense Representation
- 2013-163: Contract Amendment w/D Campbell for Civil Defense Representation
- 2013-164: Purchase from Legacy Ford & Northend Truck Equipment Co. for Ford Cab & Flatbed
- 2013-165: Purchase from Trailer Town for Flatbed Tilt Trailers
- 2013-166: Purchase from Rowand Machinery Co. for John Deere Front Loader
- 2013-167: Denial of the Formation of County Road Improvement District No. 23
- 2013-168: Equipment Maintenance Agreement w/Prosser Fire District #3
- 2013-169: Lease Agreement w/Benton County Mosquito Control District
- 2013-170: Memorandum of Agreement w/Washington State University Extension
- 2013-171: Transfer of funds – Current Expense – Dept. 120
- 2013-172: Ordinance Amendment Relating to Outdoor Concerts – Repealing the section Relating to Prohibition of Firearms at an Outdoor Music Festival

There being no further business before the Board, the meeting adjourned at approximately 10:09 a.m.

---

Clerk of the Board

---

Chairman

# RESOLUTION

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

**IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752**

**WHEREAS**, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

**WHEREAS**, the Personal Property Manager and various Departments have determined that the personal property on attachment A is not desired by any other county department or office; and,

**WHEREAS**, all the items listed have no value to the county, are outmoded and obsolete due to advanced technologies; and,

**WHEREAS**, it is the recommendation of the Personal Property Manager that this potential surplus property is not desired by any county agency and should be declared surplus; and,

**WHEREAS**, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

**BE IT RESOLVED**, that, based on the recommendation of the Personal Property Manager, all items included on the attachment are hereby surplus and to be disposed of as indicated in the attached.

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

<b>Id tag #</b>	<b>Description</b>	<b>Make/model</b>	<b>Disposition</b>
001514	Camera, digital	Sony, Mavica 1999	2
01526	Camera, 35mm	Minolta, X-370	2
00954	Camera	Ricoh, FF9d	3
12202	Camera, windows 95	Ricoh, RDC 300	3
11437	Movie, camera	Sony, Mavica	3
01130	Camera	Pentax, 90-WR	3
13650	Camera	Kodak, DC280	2
13652	Camera	Kodak, DC280	2
13658	Camera	Kodak, DC280	2
13653	Camera	Kodak, DC280	2
13654	Camera	Kodak, DC280	2
001647	Camera	Minolta, E323	2
17753	Camera	Canon SD 1200 IS, broken	3
08085	Camera	Polaroid, Spectra	2
No tag	Camera	Polaroid, 1996	2
No tag	Dictaphone	Pitney Bowes, cassette	3
No tag	Cell Phone	Motorola, V540	1
No tag	Cell Phone	Motorola, V540	1
No tag	Cell Phone	Samsung, SGH-x497	1
No tag	Cell Phone	Motorola, V540	1
No tag	Cell Phone	Nokia, 6126	1
No tag	Cell Phone	Motorola, V365	1

**Disposition:**

1. Donate to Women's' Shelter
2. Dispose @ next Central Services surplus sale. If not sold, scrap
3. Scrap

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 3/5/13	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R. Lukson/KM	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

A number of Elected Officials have expressed their desire to utilize DB Secure Shred, LLC as their primary document destruction company and recommends entering into an annual contract for said destruction services for 2013.

**RECOMMENDATION**

The recommendation is to enter into a personal service contract with DB Secure Shred, LLC for document destruction services for all Benton County departments who choose to participate for a contract amount not to exceed \$25,000. Said contract shall commence upon signature of both parties and shall terminate December 31, 2013.

**FISCAL IMPACT**

Said services shall be paid from the specific department funds utilizing the contract, with no supplements needed.

**MOTION**

Move to award said contract between Benton County and DB Secure Shred, LLC for document destruction services for a contract amount not to exceed \$25,000 including WSST, and authorize the Chairman of the Board to sign the attached contract.

# RESOLUTION

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

**IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND DB SECURE SHRED, LLC FOR LOCAL DOCUMENT DESTRUCTION SERVICES FOR ALL BENTON COUNTY DEPARTMENTS**

**WHEREAS**, per Resolution 2012-677... 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**, a few elected officials have expressed their desire to use DB Secure Shred, LLC as their primary document destruction company and recommends entering into an annual contract for said destruction services for 2013; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the service contract for document destruction services for all Benton County Departments who wish to participate to DB Secure Shred, LLC for a contract amount not to exceed \$25,000.00 including WSST; and

**BE IT FURTHER RESOLVED**, the contract shall commence upon signature of both parties and shall terminate December 31, 2013; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman of the Board to sign said service contract attached hereto.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DB SECURE SHRED, LLC** with its principal offices at 710 Thomas Ave SW, Renton, WA 98057-2934 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions
- b. Exhibit A, CONTRACTOR's Proposal dated December 4, 2012

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon signature of both parties and shall expire on December 31, 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. Upon mutual agreement of both parties, the original terms and conditions of the Contract may be extended for one (1) additional 12-month period.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide local document destruction services to all participating Benton County Facilities as per the rates set out in Exhibit A - CONTRACTOR's Proposal dated December 4, 2012.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. COUNTY makes no representation that it will use

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

March 5, 2013

Mr. Gary Crutchfield  
Pasco City Manager  
525 N. Third Ave., Third Floor  
Pasco, WA 99301

Ms. Cindy Johnson  
Richland City Manager  
P.O. Box 190  
Richland, WA 99352

Ms. Marie Mosley  
Kennewick City Manager  
P.O. Box 6108  
Kennewick, WA 99336

Mr. Brad Peck  
Franklin County Commissioner  
1016 N. 4th  
Pasco, WA 99301

Dear Ladies/Gentlemen:

The Board of Benton County Commissioners (BOCC) met on February 4, 2013 to further review the concept of regionalizing emergency services, including whether a merger is in the County's best interest.

The BOCC approved a Memorandum of Understanding (MOU) between Benton and Franklin Counties and the Washington State Military Department (Resolution 11-785) in December 2011, authorizing the use of state funds to complete a "study of the feasibility of

entering into an interlocal cooperation agreement to consolidate their respective E911 systems to determine if it is the best interest of the counties and their residents”. Twelve months later, an interlocal cooperation agreement was submitted to Benton County that stated its purpose was the creation of a regionalized emergency communications system. The interlocal specifically included milestone language stating accomplishments, such as an operational Bi-County Public Safety Answering Point (PSAP) and the complete migration to a regionalized system by 2014. On February 12, 2013, Franklin County Commissioner Peck presented a slightly revised draft interlocal cooperation agreement to the BOCC that included the same purpose and milestone language.

On February 26, 2013, the BOCC met with Washington Military Department Emergency Management Division personnel and discussed the MOU that was approved by Franklin and Benton Counties in December of 2011. It was determined this MOU was never signed by the State as the work scope language was changed from a “feasibility study of a merger” to “hiring a program manager to implement a merger”. Consequently, BOCC is not willing to sign the interlocal cooperation agreement proposed on February 12, 2013.

Benton County is still interested in exploring the concept of a complete migration to a regionalized system, but there are numerous important details that must be researched before a decision of this magnitude can be made. One way to obtain these details would require the County signing another MOU with the State, similar to the MOU signed in 2011. Currently, the County is amenable to this request.

Regardless of how the information is obtained, one detail we think must be studied would be the potential financial benefits and cost savings gathered as a result of the study. Also, we believe that before any complete migration to a regionalized system and before any taxpayer funds are spent, it would be prudent for the parties to discuss the terms of a buy-in by the City of Pasco and Franklin County. Benton County and its partners have spent approximately \$10 million of taxpayer funds, along with another \$10 million in grant funding to acquire and operate a digitalized 800 MHz system. The BOCC also understands that the City of Pasco and Franklin County do not have such a system, as they are currently operating on a VHF system. Therefore, one of the items that need to be discussed is how Benton County/Kennewick/Richland will be compensated or reimbursed for this capital outlay. Another item of interest would be the long term cost savings to the residents and the partners.

We believe that Benton and Franklin Counties should sign another MOU with the State to “study the feasibility to consolidate respective E911 systems”. It would be helpful if the City of Pasco and Franklin County, along with the cities of Kennewick and Richland, consolidate the details of what should be studied, and then identify an individual to coordinate this information with the State.

Finally, we understand that the Pasco Police Department has current safety concerns related to emergency service communications. As such, a letter in support of the potential lease of emergency services to the Department is forthcoming.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

---

Shon Small, Chairman

---

Jerome Delvin

---

Jim Beaver

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

March 5, 2013

Ms. Cindy Johnson  
Richland City Manager  
P.O. Box 190  
Richland, WA 99352

Ms. Marie Mosley  
Kennewick City Manager  
P.O. Box 6108  
Kennewick, WA 99336

Dear Benton County Emergency Services Management:

We understand that the Pasco Police Department (PPD) has current safety concerns related to emergency service communications. To our knowledge, PPD uses VHF radio technology while Benton County uses 800 MHZ radio technology. Currently, the only method of communicating between the two systems is through a Statewide simplex channel (LERN); however, it has been inadequate for meeting operational needs. As such, Benton County supports the leasing of emergency service communications infrastructure to the PPD as Benton and Franklin Counties consider signing another MOU with the State to “study the feasibility to consolidate respective E911 systems” and progresses towards a potential merger.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

---

Shon Small, Chairman

---

Jerome Delvin

---

Jim Beaver

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>03/5/2013</u>	Execute Contract	_____	Consent Agenda <b>X</b>
Subject: _____	Pass Resolution	X _____	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>Dean Docken</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	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. A new convection steamer is needed in the kitchen at the Benton County Jail.

**SUMMARY**

Three quotes were received from the following vendors:

- Bargreen Ellingson, Fife, WA, (\$16,663.23 plus WSST)
- Smith & Greene, Spokane, WA, (\$16,753.16 plus WSST)
- Cooks Correctional, Warrenville, IL, (\$19,503.56 plus WSST)

The Facilities Department requests the Board approve the purchase of a convection steamer from Bargreen Ellingson for use in the kitchen at the Benton County Jail.

**RECOMMENDATION**

Approve the resolution authorizing the purchase in the amount of \$18,046.28 from Bargreen Ellingson for purchase of a convection steamer for use in the kitchen at the Benton County Jail.

**FISCAL IMPACT**

\$18,046.28 (including WSST)

Fund – Jail Depreciation  
 No supplement needed

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF PURCHASE OF A CONVECTION STEAMER FROM BARGREEN ELLINGSON FOR USE IN THE KITCHEN AT THE BENTON COUNTY JAIL

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 required to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Facilities Manager solicited the following companies on the Benton County vendor list to provide a quote for a convection steamer for use in the kitchen at the Benton County Jail:

- Bargreen Ellingson, Fife, WA, (\$16,663.23 plus WSST)
- Smith & Greene, Spokane, WA, (\$16,753.16 plus WSST)
- Cooks Correctional, Warrenton, IL, (\$19,503.56 plus WSST)

WHEREAS, the Facilities Manger reviewed the quotes for completeness and recommends purchase of a convection steamer from Bargreen Ellingson; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby approves the purchase of a convection steamer for use in the kitchen at the Benton County Jail from Bargreen Ellingson in the amount of \$16,663.23 plus WSST in the amount of \$1,383.05 for a total amount of \$18,046.28.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>03/05/2013</u>	Execute Contract _____	Consent Agenda <b>X</b>
Subject: _____	Pass Resolution <b>X</b>	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Per resolution 11-801, the Board entered into a service contract with Schindler Elevator Corporation for complete elevator maintenance and repair services for the period January 1, 2012 through December 31, 2012 in an amount not to exceed \$35,000.

**SUMMARY**

On December 29, 2012 a service call was made to Schindler Elevator for an elevator that was not operational in the jail and repairs were required in the amount of \$1,936.53, causing the contract to exceed its limit by \$1,784.44.

**RECOMMENDATION**

Approve the resolution authorizing payment to Schindler Elevator Corporation in the amount of \$1,936.53.

**FISCAL IMPACT**

\$1,936.53 (including WSST)  
 Current Expense, Facilities (Jail) Section  
 No supplement required

**MOTION**

Consent Agenda

# RESOLUTION

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

### IN THE MATTER OF AUTHORIZING PAYMENT TO SCHINDLER ELEVATOR CORPORATION FOR PROVIDING ELEVATOR REPAIR SERVICES FOR ELEVATOR IN THE BENTON COUNTY JAIL

**WHEREAS**, per resolution 11-801, the Board of Benton County Commissioners entered into a service contract with Schindler Elevator Corporation for complete elevator maintenance and repair services for the period January 1, 2012 through December 31, 2012 in an amount not to exceed \$35,000; and

**WHEREAS**, in November a balance of \$188.09 remained on the contract limit and it was anticipated that additional services would not be needed for the remainder of the calendar year; and

**WHEREAS**, on Saturday, December 29, 2012 service was requested by the Facilities Manager to repair an elevator in the Benton County Jail that was off track and not operational and the charges for this elevator repair service totaled \$1,936.53, thereby exceeding the contract limit by \$1,748.44; and

**WHEREAS**, Schindler Elevator Corporation has filed the appropriate prevailing wage intent and affidavit with the Department of Labor & Industries for this service; and

**WHEREAS**, the Facilities Manager approved this service and agrees with the charges incurred and recommends payment in the amount of \$1,936.53;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes payment to Schindler Elevator Corporation for Invoice 7151727887 in the amount of \$1,936.53 including WSST for services performed on the elevator in the Benton County Jail.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>3/5/2013</u>	Execute Contract	_____	Consent Agenda	<u>  x  </u>
Subject: line item transfer	Pass Resolution	<u>  x  </u>	Public Hearing	_____
Prepared by: J. Donley	Pass Ordinance	_____	1st Discussion	_____
Reviewed by: K. Mercer	Pass Motion	_____	2nd Discussion	_____
	Other	_____	Other	_____

**BACKGROUND INFORMATION / SUMMARY**

Transfer needed to comply with line item budgeting as approved by resolution 2012-868

**RECOMMENDATION**

Approve line item transfer.

**FISCAL IMPACT**

Transferring funds from 575.400.4132 Spraying Services to 575.400.4198 Road Professional Services and 575.400.4903 Taxes and Assessment. No supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
FAIRGROUNDS OPERATING BUDGET FUND FUND NUMBER #0124-101,  
DEPARTMENT NUMBER 000.

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

< >

**BENTON COUNTY LINE ITEM TRANSFER**

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

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
575.400	4132	Spraying Services	\$604	575.400	4198	Road Professional Services	\$447
				575.400	4903	Taxes and Assessment	\$157
TOTAL			\$604	TOTAL			\$604

Explanation:

Transfer needed to comply with line item budgeting as approved by resolution 2012-868

Prepared by:  Date:

Approved  Denied  Date: \_\_\_\_\_

Chairman

Member

Member

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>MEETING DATE:</b> B/C 03-05-13 F/C 03-13-13	Executive Contract <b>XX</b>	PUBLIC HEARING
<b>SUBJECT:</b> Guest Trainer Interagency Agreement with AOC	Pass Ordinance <b>XX</b>	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**

The Benton-Franklin Counties Juvenile Justice Center desires to contract with the Administrative Office of the Courts to provide Judicial Information System (JIS) and Juvenile Corrections System (JCS) training to staff at the Juvenile Justice Center.

**SUMMARY**

The date of the training is March 11, 2013 and March 12, 2013. The materials provided for the training may be reproduced by the Benton-Franklin Counties Juvenile Justice Center for internal training purposes.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Guest Trainer Interagency Agreement between the AOC and Benton-Franklin Counties Juvenile Justice Center for training.

**COORDINATION**

Coordination of the Interagency Agreement occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the Interagency Agreement; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the Interagency Agreement as to form; Scotty Jackson, AOC and Sharon Paradis, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

Amount not to exceed \$1,182.00 to be paid out of Juvenile Funds Dept. 171 Operations Budget. No Supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Interagency Agreement with AOC.

**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 THE GUEST TRAINER INTERAGENCY AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE ADMINISTRATIVE OFFICE OF THE COURTS FOR JIS AND JCS TRAINING**

**WHEREAS**, The Administrative Office of the Courts (AOC) has been providing training across the State of Washington; and

**WHEREAS**, AOC has agreed to provide training to the staff at the Benton-Franklin Counties Juvenile Justice Center on March 11, 2013 and March 12, 2013 from 8:30 to 4:30; and

**WHEREAS**, the Juvenile Administrator recommends entering into a Guest Trainer Interagency Agreement; **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 Board concurs with the Juvenile Administrator's recommendation and hereby awards the Guest Trainer Interagency Agreement to AOC in an amount not to exceed \$1,182.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Guest Trainer Interagency Agreement, and

**BE IT FURTHER RESOLVED**, the term of the attached interagency agreement commences on March 1, 2013 and expires on March 13, 2013.

**DATED** this 5th day of March 2013  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 13<sup>th</sup> day of March 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

**INTERAGENCY AGREEMENT  
BETWEEN  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND  
BENTON COUNTY JUVENILE COURT  
IAA 13527**

**THIS AGREEMENT** is made and entered into by and between the Administrative Office of the Courts, (AOC), and Benton County Juvenile Court (Court).

**THE PURPOSE OF THIS AGREEMENT** is to provide training to the Court on the Judicial Information System (JIS) and Juvenile and Corrections System (JCS) for juvenile referral and detention management and for the Court to reimburse AOC for costs related to providing this training.

**THEREFORE, IT IS MUTUALLY AGREED THAT:** The AOC shall provide the training set forth below and the Court will reimburse AOC for the cost of this training.

**STATEMENT OF WORK**

1. AOC will provide two AOC Court Education Professionals, Scotty Jackson and Jesse Walker, to teach the following:
  - A one-day JIS/JCS Referral Management course.
  - A one-day JCS Detention Management course.
2. Both classes will be taught at the Benton County Juvenile Court, 5606 W. Canal Pl., Suite 106, Kennewick, Washington 99336-1300.
3. AOC will provide an agenda and training materials to the Court for up to 12 Court employees.

**RESPONSIBILITIES OF THE PARTIES**

<b>AOC RESPONSIBILITIES</b>	<b>DESCRIPTION</b>
Court Education Professionals	Update all exercises and materials prior to the March 2013 courses.
Coordinate Site Logistics	Network access with ability to VPN back to AOC, and meeting room for 12 laptops.
Materials	Education professionals will prepare teaching materials and provide them to the attendees.
Lodging	AOC will arrange lodging for two (2) educators.
Identify Security Needs	Check in when get to the courthouse, will be escorted to the classroom. No additional security needed for equipment and materials.
Evaluations	Use the existing AOC Online Evaluations.

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> B/C 03-05-2013 F/C 03-13-13	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Public Works Contract with Sierra Electric, Inc.	Executive Contract <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Toni Lehman	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center solicited proposals to provide "as needed" electrical repair services for the Benton-Franklin Counties Juvenile Justice Center for the term effective upon execution by the Counties through December 31, 2014.

**SUMMARY**

The proposals are as follows:

- Garrett Electric, Richland, WA - Journeymen Rate of \$80.96 per hour plus applicable materials.
- Sierra Electric, Inc., Pasco, WA - Journeymen Rate of \$69.75 per hour plus a onetime \$10.00 truck/fuel charge plus applicable materials.
- Clark Electric, Pasco, WA - no quote received.

**COORDINATION**

This Contract was coordinated by Mitch Murphy, President of Sierra Electric, Inc.; Sharon Paradis, Administrator for the Benton-Franklin Counties Juvenile Justice Center; Jennifer Bowe, Administrative Services Manager; and Stephen Hallstrom, Deputy Prosecuting Attorney for Benton County. The Contract was prepared by Toni Lehman, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

**RECOMMENDATION**

The Juvenile Administrative Services Manager reviewed the proposal and recommends Sierra Electric, Inc. to provide "as needed" electrical repair as they were the lowest bidder.

**FISCAL IMPACT**

Amount not to exceed \$20,000.00 to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Public Works Contract with Sierra Electric, Inc. and Benton-Franklin Counties Juvenile Justice Center.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF AWARDING THE PUBLIC WORKS CONTRACT FOR “AS NEEDED” ELECTRICAL REPAIR SERVICES TO SIERRA ELECTRIC, INC.**

**WHEREAS**, per resolution 2012-677, any public works services or materials involving less than \$40,000.00, advertisement and competitive bidding may be dispensed and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners and Board of Franklin County Commissioners; and

**WHEREAS**, the following proposals were solicited from contractors:

- Garrett Electric, Richland, WA – Journeymen Rate of \$80.96 per hour plus applicable materials.
- Sierra Electric, Inc., Pasco, WA – Journeymen Rate of \$69.75 per hour plus a onetime \$10.00 truck/fuel charge plus applicable materials.
- Clark Electric, Pasco, WA – no quote received.

**WHEREAS**, Sierra Electric, Inc., Pasco, WA – Contractors License No. SIERRE1021CZ submitted the lowest bid; and

**WHEREAS**, the Administrative Services Manager reviewed the proposals and recommends awarding the Public Works Contract to Sierra Electric; Inc., **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 Board concurs with the Juvenile Administrative Services Manager recommendation and hereby awards Sierra Electric, Inc. the Public Works Contract for “as needed” electrical repair of the Benton-Franklin Counties Juvenile Justice Center for a total contract amount not to exceed \$20,000.00 including W.S.S.T; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby awards the Public Works Contract to Sierra Electric, Inc.; and

**BE IT FURTHER RESOLVED** the term of the attached contract shall commence upon execution by the counties and shall expire on December 31, 2014.

**DATED** this 5th day of March 2013  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 13<sup>th</sup> day of March 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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Sierra Electric, Inc., with its principal offices at 4120 Swallow Avenue, P O Box 2345, Pasco, WA 99302 (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- Proposed Labor Rates dated January 7, 2013
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon execution by the COUNTIES and shall expire on December 31, 2014, unless terminated sooner. 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:

The CONTRACTOR agrees to provide "as needed" electrical repair services for the Benton-Franklin Counties Juvenile Justice Center location in accordance with the Proposed Labor Rates attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with such other contractor. In the event that the requested work requires, under State or local law, the issuance of a building

# 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 - "ADULT AND JUVENILE DRUG COURT", AND

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

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

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

cc: Dept., Auditor, File,

Prepared by: J. Bowe



# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND  
NUMBER 0115-101, DEPARTMENT NUMBER 171 - OPERATIONS, AND

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

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

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

cc: Dept., Auditor, File,

Prepared by: J. Bowe



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/5/13</u>	Execute Contract _____	Consent Agenda <u>_x_</u>
Subject: <u>County Claim</u>	Pass Resolution <u>  x  </u>	Public Hearing _____
Prepared by: <u>B.Perry</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>M.Wenner</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Mr. Edward Fernald has filed a claim against Benton County in the amount one million dollars. Mr. Fernald claims emotional trauma and assault. The facts provided for this claim do not substantiate Mr. Fernald's claim against Benton County, as Benton County's only involvement with this incident was to assist in setting up spike strips.

**SUMMARY**

Investigation indicates that no evidence exists to support Mr. Fernald's claim against Benton County.

**RECOMMENDATION**

Recommend denial of county claim CC2012-17.

**FISCAL IMPACT**

**MOTION**

**RESOLUTION**

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

**IN THE MATTER OF DENYING COUNTY CLAIM CC2012-17**

**WHEREAS,** The Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed CC2012-17; and

**WHEREAS,** The Board of Benton County Commissioners has reviewed the recommendation of the Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; **NOW, THEREFORE,**

**BE IT RESOLVED** The Board of Benton County Commissioners hereby denies County Claim CC2012-17.

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

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

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

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

Attest:.....  
**Clerk of the Board**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <u>3-05-13</u> <b>Subject:</b> <u>Service Agreement</u> <b>Prepared by:</b> <u>L. Wingfield</u> <b>Reviewed by:</b> <u>M. Wenner</u>	<b>Execute Contract</b> <b>Pass Resolution</b> <u>X</u> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda</b> <u>X</u> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

With recent events around the Country, criminal record checks are more important than ever to help in the selection process of hiring safe, honest, and reliable people, while deterring individuals with criminal records from joining our organization. Benton County’s Personnel Resources Department wants to take a proactive approach to try and minimize our risk when it comes to the safety and security of Benton County’s assets, employees, and the public. Currently Benton County Personnel Resources Department currently uses the Washington State Patrol to run an employment background check on new employees but this check only looks at Washington history. With the changing economy, many people are moving to find employment. This means that we are and could employ people who have not been residents of Washington. Sterling Infosystems, Inc. is able to provide Benton County with background information that is gathered from over 3500 institutions, minimizing our risk of hiring individuals with a criminal background history.

Sterling Infosystems, Inc. was the chosen vendor because they did not have a startup fee, had a flat rate per screen, and will soon be integrating with NeoGov, Benton County’s online application and tracking system.

**SUMMARY**

Same as above

**RECOMMENDATION**

Approve Resolution and sign attached Agreement

**FISCAL IMPACT**

Benton County Standard Criminal Package for \$28.00 per screen including Social Security Trace, Address History Locator and Name Alias Listing, ArrestDirect Candidate Criminal Locator, and County Criminal Search (7 years all counties from ss tract). No supplemental is required.

Benton County Personnel Resources Department anticipates, based on past experience, running 350 background checks per year. With this estimate of 350 checks at \$28.00 per check, the estimated yearly cost will be \$9,800.00

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING STERLING INFOSYSTEMS, INC. A PERSONAL SERVICE CONTRACT FOR EMPLOYMENT SCREENING/BACKGROUND CHECKS

**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 County runs employment background checks on all employees to ensure the safety and security of Benton County's assets, employees, and the public; and

**WHEREAS**, Sterling Infosystems, Inc. will take responsibility for performing services in a timely and accurate manner consistent with that of a professional employment screening agency; and

**WHEREAS**, the Personnel Resources Department recommends entering into a contract from March 5, 2013 for the term of 36 months, thereafter, remain in effect for a series of like periods unless either party notifies the other party of its wishes to terminate the Agreement at least 30 days prior to the expiration of the initial or subsequent term **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel Resources Department's recommendation and hereby awards the Service Agreement to Sterling Infosystems, Inc. in the amount of \$28.00 per screen; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners is authorized to sign the attached Agreement; and

**BE IT FURTHER RESOLVED**, the term of the agreement commences March 5, 2013 with a term of 36 months, thereafter, remain in effect for a series of like periods unless either party notifies the other party of its wishes to terminate the Agreement at least 30 days prior to the expiration of the initial or subsequent term.

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

# RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR E. R. & R. PURCHASE OF METAL TRAFFIC SIGNS

WHEREAS, it is the intention of the Board of County Commissioners to purchase metal traffic signs for the E. R. & R. Fund; and

WHEREAS, the bids are to be delivered to the Benton County Public Works Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Thursday, March 21, 2013 and said bids will be opened and read at the Benton County Public Works Department conference room at 2:00 p.m., Thursday, March 21, 2013; and

WHEREAS, a bid packet (No. CB 13-07) was prepared by Benton County Public Works staff and submitted to the Benton County Prosecuting Attorney's office for review; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form Bid No. CB 13-07; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 13-07 E. R. & R. Purchase of Metal Traffic Signs; and

BE IT FURTHER RESOLVED that the bids will be received by the Public Works Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Thursday, March 21, 2013. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Public Works Department conference room at 2:00 p.m., Thursday, March 21, 2013.

Dated this 5th 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

OFFICE OF THE BENTON COUNTY ENGINEER  
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

(CB 13-07)

BIDS FOR: 2013 ERR PURCHASE - TRAFFIC SIGN MATERIALS

BIDS RECEIVED: THURSDAY, MARCH 21, 2013 AT 1:30 P.M., IN THE OFFICE OF THE BENTON COUNTY PUBLIC WORKS, P. O. BOX 1001, PROSSER, WASHINGTON 99350-0954 OR BENTON COUNTY COURTHOUSE, 620 MARKET ST., PROSSER, WASHINGTON. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, MARCH 21, 2013 AT 2:00 P.M., IN THE PUBLIC WORKS CONFERENCE ROOM, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

INSTRUCTIONS:

Please state hereon, in the column provided, the lowest price at which you can provide the articles specified below. Unsigned bids and/or incomplete bids will not be considered.

The proposal is to be placed in a SEALED ENVELOPE marked "BID - TRAFFIC SIGN MATERIALS", and delivered to the Benton County Public Works Department, P. O. Box 1001, Prosser, Washington 99350-0954, or Benton County Public Works Department, Benton County Courthouse, 620 Market St., Prosser, Washington NO LATER THAN 1:30 P.M., LOCAL TIME, THURSDAY, March 21, 2013. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

AWARD OF CONTRACT:

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify NORMAN CHILDRESS or LARRY MOSER at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than ninety-six (96) hours before bid opening cannot be answered.

PROPOSED PURCHASE:

The purchase contemplated is set forth in the attached Proposal.

ERR Purchase - Metal Traffic Signs - 2013  
March 1, 2013

SPECIFICATIONS:

Prepared traffic signs with Reflective Sheeting, High Intensity Grade, or equal, fabricated on aluminum blanks in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways for the State of Washington, approved by the Washington State Highway Commission, Current Edition, and the 2012 Standard Specifications for Road, Bridge, and Municipal Construction.

Construction signs to be Black Legend on Diamond grade Fluorescent Orange.

Signs must be boxed, with no more than 10 per box with protective paper in between shipped signs, protecting the face of sign.

24"x8" and 30"x8" sign blanks to have 1" corner radius.

Sign posts and anchor posts must be 12 gauge in thickness, galvanized metal.

PRICES:

The prices quoted shall be F.O.B. Benton County Maintenance Shop, 1709 S. Ely, Kennewick, Washington 99336.

DELIVERY TIME:

Delivery shall be made within twenty (20) working days from the date of execution of contract. Delivery will be accepted between the hours of 8:00 a.m. to 3:00 p.m., Local Time, Monday through Friday, EXCEPT Legal Holidays.

In order to have equipment available for unloading, it is necessary to receive a 48 hour advance notice of delivery.

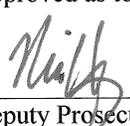
DELIVERY POINT:

Benton County Maintenance Shop  
1709 S. Ely  
Kennewick, WA 99336

TAX PROVISIONS:

It is understood that prices quoted on the bid shall be exclusive of Federal taxes. Washington State Sales Taxes are understood to be added to each and every purchase.

The Washington State Sales Tax is included in the proposal for information purposes only and SHALL NOT be considered a part of the NET BID amount.

Approved as to form:  
  
\_\_\_\_\_  
Deputy Prosecuting Attorney  
Date: 2/26/13

ERR Purchase - Metal Traffic Signs - 2013  
March 1, 2013

**PROPOSAL**

TO: BOARD OF COUNTY COMMISSIONERS

Gentlemen:

The undersigned hereby certifi\_\_\_\_\_ that \_\_\_\_\_ ha\_\_\_\_\_ read the requirements and specifications for Traffic Sign Materials and thoroughly understand\_\_\_\_\_ the same and propose\_\_\_\_\_ as follows:

A. Prepared traffic signs per specifications: Type and Brand offered:\_\_\_\_\_.

Unit prices and total amount for each sign shall be listed on the materials list on Page 2 and 3 of the Proposal.

Delivery Time:\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

BY: \_\_\_\_\_  
Signature Print Name and Title

BY: \_\_\_\_\_  
Signature Print Name and Title

**PROPOSAL MUST BE SIGNED**

NOTE: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.  
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

## METAL TRAFFIC SIGNS AND MATERIALS 2013

ITEM NO	QTY	TYPE	DESCRIPTION	SIZE	COLOR*	UNIT PRICE	AMOUNT
<b>REGULATORY &amp; WARNING</b>							
1	100	R1-1	Stop	30 x 30	W/R		
2	25	R1-1	Stop	36 x 36	W/R		
3	4	R1-1	Stop	48 x 48	W/R		
4	4	R1-4	All Way	18 x 6	W/R		
5	2	R8-8	Do Not Stop On Tracks	24 x 30	B/W		
6	100	R2-1	Speed Limit	24 x 30	B/W		
7	20	I7-701**	Primitive Road	30 x 36	B/W		
** Additional 1/2" rivet hole 20" up from bottom of all the I7-701 Primitive rd signs drilled							
8	20	W1-5R	Winding	30 x 30	B/Y		
9	30	W1-5L	Winding	30 x 30	B/Y		
10	15	W1-2R	Curve	30 x 30	B/Y		
11	10	W1-2L	Curve	30 x 30	B/Y		
12	5	W7-1	Hill Symbol	30 x 30	B/Y		
13	10	W13-401	For ___ Mi	30 x 30	B/Y		
14	50	W1-6	Arrow	48 x 24	B/Y		
15	20	W1-7	Double Arrow	48 x 24	B/Y		
16	5	W2-1	Cross Rd	30 x 30	B/Y		
17	50	W2-2	Side Rd	30 x 30	B/Y		
18	5	W10-1	Advance RxR	36	B/Y		
19	30	W13-1	Speed advisory	18 x 18	B/Y		
20	30	W14-1	Dead End	30 x 30	B/Y		
21	10	Om-1	Object Marker	18 x 18	Red		
22	20	Om-3L	Object Marker	12 x 36	B/Y		
23	30	Om-3R	Object Marker	12 x 36	B/Y		
24	10	W16-1	End Of County Road	24 x 30	B/Y		
25	12	D11-1	Bike Route	24 x 18	W/G		
26	6	W10-1	Advance RxR	24	B/Y		
27	15	R5-3	No Motor Vehicles	24 x 24	B/W		
<b>Aluminum Blanks &amp; Misc.</b>							
28	100	Street Name Blanks	Rounded Corners, No Holes	24 x 8	N/A		
29	100	Street Name Blanks	Rounded Corners, No Holes	30 x 8	N/A		
30	75	Street Name Blanks	Rounded Corners, No Holes	36 x 8	N/A		
31	25	Street Name Blanks	Rounded Corners, No Holes	48 x 8	N/A		
32	75	Street Name Blanks	Rounded Corners, No Holes	42 x 8	N/A		
33	10	Diamond Blank	Rounded Corners	36 x 36	N/A		
34	10	Diamond Blank	Rounded Corners	48 x 48	N/A		
35	10	Square Blank	Rounded Corners	36 x 36	N/A		
36	10	Square Blank	Rounded Corners	30 x 30	N/A		
37	10	Rectangle Blank	Rounded Corners	30 x 24	N/A		

ITEM						UNIT	
NO	QTY	TYPE	DESCRIPTION	SIZE	COLOR*	PRICE	AMOUNT
38	5	Rectangle Blank	Rounded Corners	60 x 30	N/A		
39	5	Rectangle Blank	Rounded Corners	60 x 48	N/A		
40	5	Street Name Blanks	Rounded Corners, No Holes	48 x 12	N/A		

SUBTOTAL BID	\$	
WASHINGTON STATE SALES TAX _____%	\$	
TOTAL	\$	

**\* Signs must be boxed, with no more than 10 per box\***

**\*Signs must have protective paper in between shipped signs, protecting the face of sign\***

**\*24x8 and 30x8 sign blanks need to have 1" corner radius\***

\*W/R = White on Red; B/Y = Black on Yellow; B/W = Black on White; B/O = Black on Orange

\*B/YG = Black on Yellow Green, B/R/Y = Black and Red on Yellow

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR E. R. & R. PURCHASE OF REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL FOR 2013

WHEREAS, it is the intention of the Board of County Commissioners to purchase for the County Road Department Refined Petroleum Products - Bulk Diesel Fuel; and

WHEREAS, the bids are to be delivered to the Benton County Public Works Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Wednesday, March 20, 2013 and said bids will be opened and read at the Benton County Public Works Department conference room at 2:00 p.m., Wednesday, March 20, 2013; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form Bid No. CB 13-09; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby authorized to schedule and advertise a bid date for CB 13-09, Purchase of Refined Petroleum Products - Bulk Diesel Fuel; and

BE IT FURTHER RESOLVED that the bids will be received by the Public Works Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Wednesday, March 20, 2013. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Public Works Department conference room at 2:00 p.m., Wednesday, March 20, 2013.

Dated this 5th 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: Public Works

L. Moser

OFFICE OF THE BENTON COUNTY ENGINEER  
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS  
CB 13-09

PROPOSALS FOR: REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

BIDS RECEIVED: WEDNESDAY, MARCH 20, 2013 AT 1:30 P.M., IN THE OFFICE OF THE BENTON COUNTY ENGINEER, P. O. BOX 1001, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: WEDNESDAY, MARCH 20, 2013 AT 2:00 P.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY PUBLIC WORKS DEPARTMENT, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the column provided, the lowest price at which you can provide the articles specified below. Unsigned bids will not be considered.

The proposal is to be placed in a SEALED ENVELOPE marked "BID - REFINED PETROLEUM PRODUCTS", and delivered to the Benton County Public Works Department, P. O. Box 1001, 620 Market St., Prosser, Washington 99350-0954, NO LATER THAN 1:30 P.M., LOCAL TIME, WEDNESDAY, MARCH 20, 2013. INCOMPLETE, UNSIGNED, AND LATE BIDS WILL NOT BE ACCEPTED.

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

2. EXECUTION OF CONTRACT:

Successful bidder may be required to enter into formal contract; however, in the absence of such requirements it is agreed by the bidder that his bid submitted, together with notice of award in the form of a County Purchase Order signed by the County Engineer, will together constitute a contract fully binding on both parties thereto.

3. CONTRACTOR'S PROTECTIVE CLAUSE:

There shall be no obligation to deliver any or all the products included in this proposal in the customary manner when such deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

4. TAXES:

It is understood that prices quoted on this bid shall be exclusive of Federal Taxes (Benton County will furnish an exemption certificate as required), but inclusive of State Taxes and other taxes. See Section 11 entitled "TAX PROVISIONS" for further information on what taxes shall be included in bid prices. In the event of any increase or decrease in the present Washington State Sales Taxes and/or Fuel Oil Taxes during the contract period, contract prices shall be increased or decreased accordingly. Washington State Sales Tax shall not be included in prices quoted on proposal but will be paid by Benton County on all applicable products at time of purchase.

5. BASIS OF AWARD:

In determining award of contract, the Board of County Commissioners will take into consideration the specifications and quality of products offered, bidder's facilities for distribution to locations specified and prices quoted herein.

6. TIME OF ACCEPTANCE:

Bid submitted shall be for acceptance by the County of Benton within ten (10) calendar days from date of bid opening, or as may be further extended by the County of Benton with the consent of the bidder.

7. PERIOD OF CONTRACT:

This contract shall be for a period of one (1) year, commencing the 1st day of April 2013 and terminating on the 31st day of March 2014.

8. SCOPE:

This Bid Proposal is for the purchase of Ultra Low Sulfur No. 2 Dyed Diesel Fuel with lubricity. The Fuel will be purchased in tanker truck quantities. The following is a list of the Fuel that will be included in this bid as a mandatory item and an estimate of quarterly usage:

<u>FUEL TYPE</u>	<u>ESTIMATE</u>
ULTRA LOW SULFUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY .....	12,000 Gallons

The volume figures listed above and on the Bid Proposal represent an average quarterly usage and are offered for supplier internal planning only, and should not be considered for guaranteed usage.

All bulk products delivered by the Vendor shall be free from impurities including: water, dirt, harmful oils, fibrous materials, other harmful petroleum products or contaminants. In case of damage directly traceable to contamination, the Vendor shall be responsible for all costs incurred.

9. REQUIREMENTS:

- a. All bidders must indicate whether they are a:  
Manufacturer \_\_\_\_\_ or a Dealer/Distributor \_\_\_\_\_.

- b. All dealer/distributors shall state the name of one (1) manufacturer who will be their major source of supply and price adjustment reference city (Seattle, Spokane, Portland, or Pasco) FOR FUEL TYPE:

<u>FUEL TYPE</u>	<u>MAJOR SUPPLIERS</u>	<u>REFERENCE CITY</u>
ULTRA LOW SULPHUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY	_____	_____

- c. All products are required to meet both Federal and State Environmental Protection Agency (EPA) Guidelines.

10. PRICING, PRICE ESCALATION - FUEL:

- a. Because fuel pricing fluctuates from one day to another, the Oil Price Index Information Service (OPIS) subscription service has become the defacto standard for the basis of establishing fuel contract prices. OPIS regularly collects and reports the fuel prices at the refueling terminals (also referred to as the "Rack") across the nation. Fuel contract prices will be allowed to increase or decrease during the life of the contract and **OPIS DAILY PUBLISHED AVERAGE** rack prices (correlated to the actual delivery date) will service as the basis for establishing contract fuel prices. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid as non-responsive. The successful bidder will be required to maintain his own subscription to OPIS in order to correctly calculate contract fuel prices.
- b. Bidder shall specify his major supplier (see Section 9, "REQUIREMENTS" and the Bid Proposal) and the price adjustment reference city - (Seattle, Spokane, Portland, or Pasco) to be used for contract price adjustments, on Bid Proposal. Only one supplier and one reference city may be specified by each bidder for each product. If OPIS does not list one or more specified supplier product prices for a reference city, the listed average price for that city will be used.
- c. For bidding purposes Contractor shall use OPIS Pricing for Confirmed Moves through March 7, 2013.
- d. The listed price for "ULS No. 2" fuel shall be used to reference changes in contract prices for Ultra Low Sulfur No. 2 diesel fuel.
- e. If it appears that an error has occurred in any OPIS issue, the Benton County Engineer's Office shall contact the publisher for clarification.

11. TAX PROVISIONS:

The quoted price for ULS No. 2 Dyed Diesel Fuel with lubricity **SHALL INCLUDE:**

Washington Spill Response	_____ % as required
Washington Hazardous Substance Tax	_____ %
Federal LUST Fees	\$ _____ per gallon
Federal Oil Spill Recovery Fees	\$ _____ per gallon

The quoted price for ULS No. 2 Dyed Diesel Fuel with lubricity SHALL NOT INCLUDE:

Federal Motor Fuel Tax

Washington Diesel Excise Tax

Washington State Sales Tax

12. DELIVERY TIMES, LOCATIONS, AND AMOUNTS:

- a. All deliveries shall be made during normal County working hours, 7:30 a.m. to 2:00 p.m., Monday through Friday, except Holidays, unless otherwise specified by the County Road Department.
- b. The Contractor(s) shall make deliveries within a maximum of two (2) calendar days after receipt of each order to the following delivery points:

Benton County Road Dept.  
1709 South Ely  
Kennewick, WA 99336

Benton County Road Dept.  
14303 North Hinzerling Road  
Prosser, WA 99350

- c. Each fuel order will be made by Benton County Public Works with a Purchase Order.
- d. At the present time Benton County has one (1) 5,000 Gallon above ground storage tank at each location.
- e. The delivery vehicle shall be equipped with all required equipment and adaptors necessary to pump the fuel product into the County owned above ground fuel storage tanks.
- f. The delivery vehicle shall be equipped with a metering device that accurately measures the liquid off-loaded in US Gallons to 1/10 of a gallon. The total number of gallons delivered shall be "meter-stamped" onto the bill of lading or delivery slip. The County reserves the right to reject the delivery and terminate the contract if the Vendor fails to use the required metering device to off-load fuel.

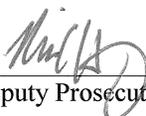
13. SPECIFICATIONS AND GENERAL REQUIREMENTS FOR DIESEL AND GASOLINE:

The guaranteed average and maximum Sulfur Content in "Ultra Low Sulfur Dyed Diesel" Grade No. 2 with lubricity:

Average \_\_\_\_\_

Maximum \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Date: 2/26/13

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned, having read all the requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish Petroleum Products as specified herein as follows:



	<u>MAJOR SUPPLIER</u>	<u>REFERENCE CITY</u>	<u>EST. QUARTERLY USAGE</u>
ULTRA LOW SULFUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY:	( )	( )	12,000 GALLONS

**\*\* THE QUOTED PRICE PER GALLON SHALL INCLUDE ALL WASHINGTON STATE AND FEDERAL TAXES AND/OR FEES LISTED ON PAGE 3 SECTION 11 OF THIS BID DOCUMENT.**

\$ \_\_\_\_\_ \*\* per gal.



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

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE:( ) \_\_\_\_\_

FAX:( ) \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

PROPOSAL MUST BE SIGNED

- NOTE:(1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
- (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>03/05/13</u>	Execute Contract _____	Consent Agenda <u>XXX</u>
Subject: <u>Herbicide Purchase</u>	Pass Resolution <u>XXX</u>	Public Hearing _____
Prepared by: <u>Larry Moser</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Steve Becken</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

On December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for equipment, materials, and supplies.

The Road Fund wishes to purchase, for the county road department's use, herbicide spray material as listed on the State Purchasing Cooperative Contract No. 04611.

**SUMMARY**

	<u>QTY</u>	<u>AREA 2</u>	<u>QTY</u>	<u>AREA 1</u>
ESPLANADE 200SC	35 gal	\$38,019.80	24 gal	\$24,438.72
PORTFOLIO 4F	50 gal	\$27,484.00	50 gal	\$27,484.00
LI 700	85 gal	\$ 1,530.00		
AQUA MASTER	60 gal	\$ 747.00		
UNFOAMER	8 gal	\$ 151.20		
TANK & EQUIPMENT CLEANER	24 lb	\$ 98.40		
IN PLACE			180 gal	\$ 5,718.60
ACTAMASTER			270 gal	\$ 1,263.60
ROUNDUP PRO MAX			250 gal	\$ 5,812.50
EDICT 2SC			6 gal	\$ 1,788.60
SUBTOTAL		\$68,030.40		\$66,569.02

GRAND TOTAL PURCHASE \$134,599.42 plus Washington State Sales Tax

Esplanade 200SC has been added to State Contract effective immediately, confirmation via email.  
 Portfolio 4F and In Place will have a price increase, effective March 1, 2013. Price listed above reflects the increase.

**RECOMMENDATION**

The Benton County Public Works Manager recommends the approval of the purchase through the use of the State Purchasing Cooperative contract system.

**FISCAL IMPACT**

There are sufficient funds budgeted in the 2013-2014 Road Fund Budget for this item.

**MOTION**

Motion to approve the consent agenda.

# RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: PURCHASES OF HERBICIDE MATERIALS THROUGH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES STATE PURCHASING COOPERATIVE CONTRACTS FROM CROP PRODUCTION SERVICES, SALEM, OREGON

WHEREAS, by resolution dated December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for the purchase of equipment, materials, and supplies; and

WHEREAS, the Benton County Road Department wishes to purchase herbicide spray material from the State Purchasing Cooperative Contract No. 04611 as follows for the early treatment of roadside vegetation:

	<u>Qty</u>	<u>Area 2</u>	<u>Qty</u>	<u>Area 1</u>
Esplanade	35 gal	\$38,019.80	24 gal	\$24,438.72
Portfolio 4F	50 gal	\$27,484.00	50 gal	\$27,484.00
LI 700	85 gal	\$ 1,530.00		
Aqua Master	60 gal	\$ 747.00		
Unfoamer	8 gal	\$ 151.20		
Tank & Equipment Cleaner	24 lb	\$ 98.40		
In Place			180 gal	\$ 5,781.60
Actamaster			270 gal	\$ 1,263.60
Roundup PRO MAX			250 gal	\$ 5,812.50
Edict 2SC			6 gal	\$ 1,788.60
Subtotals		\$68,030.40		\$66,569.02

GRAND TOTAL PURCHASE: \$134,599.42 plus Washington State Sales Tax

WHEREAS, the Public Works Manager recommends the approval of the purchase through the use of the State Purchasing Cooperative contract system; NOW, THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Public Works Manager to proceed with the purchase of the herbicide materials as listed above through the use of the State Purchasing Cooperative contract system Contract No. 04611; and

BE IT FURTHER RESOLVED that the purchase of the herbicide spray material in the amount of \$134,599.42 plus Washington State Sales Tax for a total purchase not to exceed \$146,000.00 payable to CROP PRODUCTION SERVICES, Salem, Oregon, is hereby authorized to be purchased from the 2013-2014 Road Fund #0101101 Budget.

Dated this 5<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.: Public Works  
c: Auditor

L. Moser

# RESOLUTION

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

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE PAYMENT TO LESCO ELECTRICAL FOR REPAIRS MADE TO THE OUTSIDE LIGHTING AT THE PROSSER MAINTENANCE FACILITY YARD**

**WHEREAS**, during October 2012 there were several exterior lights at the Prosser Maintenance Facility Yard that were not working; and

**WHEREAS**, repairs were necessary in order to have sufficient lighting around the exterior of the facility; and

**WHEREAS**, the uniform process for contracting for such work was inadvertently overlooked and a local electrical contractor was contacted to perform the necessary repairs; and

**WHEREAS**, the repairs were completed by LESCO ELECTRICAL CONTRACTOR, Prosser, Washington in the amount of \$875.25 plus Washington State Sales Tax in the amount of \$72.65; and

**WHEREAS**, the invoice was not received by Public Works until February 6, 2013 and verified that payment had not been previously made; and

**WHEREAS**, the Benton County Public Works Manager is requesting authorization from the Board of Benton County Commissioners to pay for the purchase of said service; **NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of service to repair several exterior lights at the Prosser Maintenance Facility Yard and authorizes payment in the amount of \$947.90 including Washington State Sales Tax to LESCO ELECTRICAL CONTRACTOR, Prosser, Washington.

Dated this ..... 5th ..... 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.: Public Works  
c: Auditor

L. Moser

**RESOLUTION**

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

IN THE MATTER OF COUNTY ROADS, RE: RENTAL OF CRACK SEAL MACHINE FROM  
ARROW CONSTRUCTION SUPPLY, INC., SPOKANE, WASHINGTON

WHEREAS, the Public Works Department has a need to rent one crack seal machine to apply crack seal material on certain county roads for maintenance purposes and in preparation for the bituminous surface treatment program in 2013; and

WHEREAS, a search for a crack seal machine has been made by the Kennewick Area Road Superintendent and he has been unable to find a machine from any local vendor; and

WHEREAS, there is a crack seal machine available for rent through the use of the Washington State Purchasing Cooperative Contract No. 01508; and

WHEREAS, the machine would be rented from Arrow Construction Supply, Inc., Spokane, Washington at a monthly rate of \$4,000.00 plus State Sales Tax; and

WHEREAS, the Public Works Manager recommends the use of the crack seal machine; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners do hereby authorize the rental of a crack seal machine from Arrow Construction Supply, Inc., Spokane, Washington as listed on Washington State Contract No. 01508; and

BE IT FURTHER RESOLVED, that the total rental amount shall not exceed \$10,000.00 including state sales tax.

Dated this 5<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.: Public Works  
c: Auditor

L. Moser

**Exhibit "C"**

**RESOLUTION**

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

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be seal coating County roads in the West Richland area as a part of the Bituminous Surface Treatment 2013 program, and

WHEREAS, the City of Prosser desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement, expiring December 31, 2013, defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Prosser, and

WHEREAS, the Public Works Manager has recommended 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 the Bituminous Surface Treatment 2013 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 by both parties and shall expire on or before December 31, 2013.

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

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

S. Becken

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

**INTERLOCAL COOPERATION AGREEMENT  
BITUMINOUS SURFACE TREATMENT 2013**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Prosser whose address is 601 7<sup>th</sup> Street; Prosser, Washington, 99350 (hereinafter “the City”) and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter “Benton County”).

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit “A”**, in conjunction with Benton County’s 2013 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 through RCW 35.21.740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

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

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit “A”**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
  - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
  - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
  - C. The execution of the Bituminous Surface Treatment 2013 contract and administration oversight of contract implementation.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>3/5/13</u>	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	<u>CB 13-01</u> <u>Inmate Supplies</u>	Pass Resolution	<u>  X  </u>	Public Hearing	_____
Prepared by:	<u>L. Coulson</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>J. Thompson</u> JH	Pass Motion	_____	2nd Discussion	_____
		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 2013-126, authorized the solicitation of formal competitive bid to procure inmate supplies.

Representatives of the Benton County Sheriff's Office received and opened five (5) bids on February 25, 2013 as provided in the invitation to bid.

The bids were from the following amounts:

- Bob Barker Company, Inc., Fuquay Varina, NC - \$24,374.00 (excluding W.S.S.T.)
- Charm-Tex, Brooklyn, NY - Did Not Qualify
- ICS Jail Supplies, Inc., Waco, TX- \$33,206.47 (excluding W.S.S.T.)
- Robinson Textiles, Gardena, CA - Did Not Qualify
- Washington State Correctional Industries, Tumwater, WA 98501- Did Not Qualify

**RECOMMENDATION**

Approve resolution providing notification that Bob Barker Company, Inc., Fuquay Varina, NC is the lowest responsible bidder for the purchase of Inmate Supplies County Bid 13-01.

**FISCAL IMPACT**

Fiscal impact is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF INMATE SUPPLIES (CB-13-01)

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

**WHEREAS**, representatives of the Benton County Sheriff's Office received and opened five (5) bids on February 25, 2013 as provided in the invitation to bid; and

**WHEREAS**, the bids were from the following amounts:

Bob Barker Company, Inc., Fuquay Varina, NC - \$24,374.00 (excluding W.S.S.T.)  
Charm-Tex, Brooklyn, NY - Did Not Qualify  
ICS Jail Supplies, Inc., Waco, TX- \$33,206.47 (excluding W.S.S.T.)  
Robinson Textiles, Gardena, CA- Did Not Qualify  
Washington State Correctional Industries, Tumwater, WA 98501- Did Not Qualify; and

**WHEREAS**, the representatives of the Benton County Sheriff's Office reviewed the bid proposals and recommend awarding the vendor purchasing agreement to Bob Barker Company, Inc., Fuquay Varina, NC; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Bob Barker Company, Inc., Fuquay Varina, NC to be the lowest responsible bidder for the purchase of inmate supplies and shall be required to enter into an Agreement in the form of Exhibit D to the Benton County Bureau of Corrections Inmate Supplies Invitation for Bid 13-01 within ten (10) days of this notice.

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 CB 13-02 file  
Cc: LSK

Prepared by: L. Coulson

u. Bid Award to Interline Brands, Inc. dba/Amsan  
 Yakima for Purchase of Jail Chemical  
 Supplies ~ CB-13-02

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>3/5/13</u>	Execute Contract	_____
Subject:	<u>CB 13-02 Jail Chemical Supplies</u>	Pass Resolution	<u>X</u> _____
Prepared by:	<u>L. Coulson</u>	Pass Ordinance	_____
Reviewed by:	<u>J. Thompson</u> <i>JH</i>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>X</u> _____
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		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 2013-127, authorized the solicitation of formal competitive bid to procure jail chemical supplies.

Representatives of the Benton County Sheriff's Office received and opened four (4) on February 25, 2013 as provided in the invitation to bid.

The bids were from the following amounts:

- A Complete Janitorial Supply, Pasco, WA - \$21,054.26\* (excluding W.S.S.T.)
  - Acuity Specialty Products, Inc. d.b.a. Zep Sales and Service, Kent, WA - \$23,355.37\* (excluding W.S.S.T.)
  - Ecolab, Inc. St. Paul, MN - \$33,452.74\* (excluding W.S.S.T.)
  - Interline Brands, Inc. d.b.a. Amsan Yakima, Yakima, WA - \$11,236.30 (excluding W.S.S.T.)
- \*bid adjusted per correct desired package or proper calculation; and

**RECOMMENDATION**

Approve resolution providing notification that Interline Brands, Inc. d.b.a. Amsan Yakima, Yakima, WA is the lowest responsible bidder for the purchase of Jail Chemical Supplies County Bid 13-02.

**FISCAL IMPACT**

Fiscal impact is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF JAIL CHEMICAL SUPPLIES (CB-13-02)

**WHEREAS**, the Board of Benton County Commissioners solicited bids for the procurement of inmate supplies per Resolution 2013-127; and

**WHEREAS**, representatives of the Benton County Sheriff's Office received and opened four (4) on February 25, 2013 as provided in the invitation to bid; and

**WHEREAS**, the bids were from the following amounts:

A Complete Janitorial Supply, Pasco, WA - \$21,054.26\* (excluding W.S.S.T.)  
Acuity Specialty Products, Inc. d.b.a. Zep Sales and Service, Kent, WA - \$23,355.37\* (excluding W.S.S.T.)  
Ecolab, Inc. St. Paul, MN - \$33,452.74\* (excluding W.S.S.T.)  
Interline Brands, Inc. d.b.a. Amsan Yakima, Yakima, WA - \$11,236.30 (excluding W.S.S.T.)  
\*bid adjusted per correct desired package or proper calculation; and

**WHEREAS**, the representatives of the Benton County Sheriff's Office reviewed the bid proposals and recommend awarding the vendor purchasing agreement to Interline Brands, Inc. d.b.a. Amsan Yakima, Yakima, WA; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Interline Brands, Inc. d.b.a. Amsan Yakima, Yakima, WA to be the lowest responsible bidder for the purchase of jail chemical supplies and shall be required to enter into an Agreement in the form of Exhibit D to the Benton County Bureau of Corrections Jail Chemical Supplies Invitation for Bid 13-02 within ten (10) days of this notice.

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:	3/5/13	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	CB 13-03 Paper and Glove Supplies	Pass Resolution	<u>  X  </u>	Public Hearing	_____
Prepared by:	L. Coulson	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	J. Thompson <i>JH</i>	Pass Motion	_____	2nd Discussion	_____
		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 2013-128, authorized the solicitation of formal competitive bid to procure paper and glove supplies.

Representatives of the Benton County Sheriff's Office received and opened six (6) bids on February 25, 2013 as provided in the invitation to bid.

The bids were from the following amounts:

- A Complete Janitorial Supply, Pasco, WA - Did Not Qualify
  - All American Poly, Piscataway, NJ - Did Not Qualify
  - Columbia Basin Paper & Supply, Pasco, WA - \$57,899.10 (excluding W.S.S.T.)
  - Crown Paper & Janitorial, Inc. Walla Walla, WA - \$56,331.10\* (excluding W.S.S.T.)
  - Interline Brands, Inc. d.b.a. Amsan Yakima, Yakima, WA - \$61,412.80 (excluding W.S.S.T.)
  - Washington State Correctional Industries, Tumwater, WA - Did Not Qualify;
- \*bid adjusted per Addenda Number 1; and

**RECOMMENDATION**

Approve resolution providing notification that Crown Paper & Janitorial, Inc. Walla Walla, WA is the lowest responsible bidder for the purchase of Paper and Glove Supplies County Bid 13-03.

**FISCAL IMPACT**

Fiscal impact is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF PAPER AND GLOVE SUPPLIES (CB-13-03)**

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

**WHEREAS**, representatives of the Benton County Sheriff's Office received and opened six (6) bids on February 25, 2013 as provided in the invitation to bid; and

**WHEREAS**, the bids were from the following amounts:

- A Complete Janitorial Supply, Pasco, WA - Did Not Qualify
  - All American Poly, Piscataway, NJ – Did Not Qualify
  - Columbia Basin Paper & Supply, Pasco, WA - \$57,899.10 (excluding W.S.S.T.)
  - Crown Paper & Janitorial, Inc. Walla Walla, WA - \$56,331.10\* (excluding W.S.S.T.)
  - Interline Brands, Inc. d.b.a. Amsan Yakima, Yakima, WA - \$61,412.80 (excluding W.S.S.T.)
  - Washington State Correctional Industries, Tumwater, WA - Did Not Qualify;
- \*bid adjusted per Addenda Number 1; and

**WHEREAS**, the representatives of the Benton County Sheriff's Office reviewed the bid proposals and recommend awarding the vendor purchasing agreement to Crown Paper & Janitorial, Inc. Walla Walla, WA; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Crown Paper & Janitorial, Inc. Walla Walla, WA to be the lowest responsible bidder for the purchase of paper and glove supplies and shall be required to enter into an Agreement in the form of Exhibit D to the Benton County Bureau of Corrections Paper and Glove Supplies Invitation for Bid 13-03 within ten (10) days of this notice.

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 CB 13-02 file  
Cc: LSK

Prepared by: L. Coulson

w. Bid Award to Blumenthal Uniforms and Equip. Co., Inc. for Purchase of Employee Uniforms - Class A and Other Related Items ~ CB-13-04

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	3/5/13	Execute Contract	_____
Subject:	CB 13-04	Pass Resolution	_____ X _____
	Employee	Pass Ordinance	_____
	Uniforms Class	Pass Motion	_____
	A and other	Other	_____
	related items		
Prepared by:	L. Coulson		
Reviewed by:	J. Thompson <sup>JH</sup>		
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		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 2013-129, authorized the solicitation of formal competitive bid to procure employee uniforms – Class A and other related items.

Representatives of the Benton County Sheriff's Office received and opened two (2) bids on February 25, 2013 as provided in the invitation to bid.

The bids were from the following amounts:

- 911 Supply LLC, Keizer, OR - Did Not Qualify
- Blumenthal Uniforms and Equipment CO INC., Spokane, WA - \$15,214.90 (excluding W.S.S.T.); and

**RECOMMENDATION**

Approve resolution providing notification that Blumenthal Uniforms and Equipment CO INC., Spokane, is the lowest responsible bidder for the purchase of employee uniforms – Class A and other related items County Bid 13-04.

**FISCAL IMPACT**

Fiscal impact is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF EMPLOYEE UNIFORMS – CLASS A AND OTHER RELATED ITEMS (CB-13-04)

**WHEREAS**, the Board of Benton County Commissioners solicited bids for the procurement of inmate supplies per Resolution 2013-129; and

**WHEREAS**, representatives of the Benton County Sheriff's Office received and opened two (2) bids on February 25, 2013 as provided in the invitation to bid; and

**WHEREAS**, the bids were from the following amounts:

911 Supply LLC, Keizer, OR - Did Not Qualify  
Blumenthal Uniforms and Equipment CO INC., Spokane, WA - \$15,214.90 (excluding W.S.S.T.); and

**WHEREAS**, the representatives of the Benton County Sheriff's Office reviewed the bid proposals and recommend awarding the vendor purchasing agreement to Blumenthal Uniforms and Equipment CO INC., Spokane, WA; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Blumenthal Uniforms and Equipment CO INC., Spokane, WA to be the lowest responsible bidder for the purchase of employee uniforms – class A and other related items and shall be required to enter into an Agreement in the form of Exhibit D to the Benton County Sheriff's Office Employee Uniforms- Class A and other related items Invitation for Bid 13-04 within ten (10) days of this notice.

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

x. Bid Award to 911 Supply, LLC for Purchase of Employee Uniforms BDU/Blauer ~ CB-13-05

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	3/5/13	Execute Contract	_____	Consent Agenda	^_____
Subject:	CB 13-05	Pass Resolution	X_____	Public Hearing	_____
	Employee	Pass Ordinance	_____	1st Discussion	_____
	Uniforms BDU-	Pass Motion	_____	2nd Discussion	_____
	Blauer	Other	_____	Other	_____
Prepared by:	L. Coulson JH				
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 2013-130, authorized the solicitation of formal competitive bid to procure employee uniforms – BDU/Blauer.

Representatives of the Benton County Sheriff's Office received and opened two (2) bids on February 25, 2013 as provided in the invitation to bid.

The bids were from the following amounts:

- 911 Supply LLC., Keizer, OR - \$33,435.83 (excluding W.S.S.T.)
- Washington State Correctional Industries, Tumwater, WA – Did Not Qualify

**RECOMMENDATION**

Approve resolution providing notification that 911 Supply LLC., Keizer, OR is the lowest responsible bidder for the purchase of employee uniforms – BDU/Blauer County Bid 13-05.

**FISCAL IMPACT**

Fiscal impact is part of the approved 2013/14 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF EMPLOYEE UNIFORMS – BDU/BLAUER AND OTHER RELATED ITEMS (CB-13-05)**

**WHEREAS**, the Board of Benton County Commissioners solicited bids for the procurement of inmate supplies per Resolution 2013-130; and

**WHEREAS**, representatives of the Benton County Sheriff's Office received and opened two (2) bids on February 25, 2013 as provided in the invitation to bid; and

**WHEREAS**, the bids were from the following amounts:

911 Supply LLC., Keizer, OR - \$33,435.83 (excluding W.S.S.T.)  
Washington State Correctional Industries, Tumwater, WA – Did Not Qualify; and

**WHEREAS**, the representatives of the Benton County Sheriff's Office reviewed the bid proposals and recommend awarding the vendor purchasing agreement to 911 Supply LLC., Keizer, OR; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed 911 Supply LLC., Keizer, OR to be the lowest responsible bidder for the purchase of employee uniforms – BDU/Blauer and other related items and shall be required to enter into an Agreement in the form of Exhibit D to the Benton County Sheriff's Office Employee Uniforms- BDU/Blauer and other related items Invitation for Bid 13-05 within ten (10) days of this notice.

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