

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



to view items in detail, please  
click on highlighted area

## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, September 11, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ August 28, 2012

Review Agenda

Consent Agenda

### Commissioners

- a. Procure, Lease and Contract Policy; Rescinding Resolutions 10-816, 11-003, 11-004, 11-216, 2012-056; 2012-057; 2012-058; 2012-059
- b. Benton Conservation District Special Assessment for Natural Resources Conservation
- c. Letter of Appreciation to the BF Fair Association

### District Court

- d. Lease Agreement w/Neopost for Postage Equipment

### Human Services

- e. Contract Amendment w/Educational Service District 123 for Substance Abuse Treatment Services
- f. Contract w/DSHS, Division of Behavioral Health & Recovery for Substance Abuse Treatment
- g. Agreement w/Children's Development Center for Developmental Disabilities Services

### Juvenile

- h. Interagency Agreement w/State of WA Administrative Office of the Courts for CASA Services
- i. Truancy Contract for Finley School District
- j. Truancy Contract for Prosser School District
- k. Truancy Contract for Kennewick School District

### Personnel

- l. Line Item Transfer, Fund No. 0000-101, Dept. 127
- m. Line Item Transfer, Fund No. 0504-101, Dept. 000

### Public Works

- n. Irrigation Easement for Sunnyside Valley Irrigation District @ Prosser Shop

- o. Authorization to Proceed w/Road Products, Inc. Contract for Pavement Marking
  - p. Proposed Vacation of Locust Grove Road
  - q. Proposed Vacation of Ruppert Road
- Workforce Development**
- r. Appointment of K Gant to the Benton-Franklin Workforce Development Council
  - s. Appointment of C Jones to the Benton-Franklin Workforce Development Council

**Public Hearing:**

- Comp Plan** Amendments – M Shuttleworth
- 12-01
  - 12-02
  - 12-03

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

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, August 28, 2012, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** Commissioner Leo Bowman - Excused

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kely; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Larry Moser, Public Works; Bryan Thorp, Public Works; Central Services Manager Randy Reid; Jacki Lahtinen, District Court; Sandi Maine-Delepierre, PA's Office; Rosie Sparks, Auditor's Office; Marty Groom, Public Works.

**Approval of Minutes**

The Minutes of August 12, 2012 were approved.

**Review Agenda**

Item "w" (Sign Contract with Road Products, Inc. for Pavement Marking) was added to the consent agenda.

**Consent Agenda**

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

**Central Services**

- a. Scanner Maintenance Purchase from ImageSource

**Commissioners**

- b. Contract w/Municipal Research and Services Center for Small Works Roster Services

**District Court**

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

**Human Services**

- d. Amended Contract w/State of WA Dept. of Social and Health Services, Division of Behavioral Health & Recovery
- e. Contract w/State of WA Dept. of Social and Health Services, Division of Developmental Disabilities

**Juvenile**

- f. Amended Contract, #1263-43048, w/State of WA Dept. of Social and Health Services, Juvenile Rehabilitation Administration
- g. Amended Contract, #0663-98393-07, w/State of WA Dept. of Social and Health Services, Juvenile Rehabilitation Administration
- h. Contract Amendment w/Aramark Correctional Services for Food Services

**Personnel**

- i. Employee of the Month Appointment

**Public Works**

- j. Agreement w/WA St Dept of Transportation for Land Acquisition & Relocation Services
- k. Traffic Control for Kash Loop in the Cottonwood Estates
- l. Payment Authorization to Total Energy Management, Inc. for Emergency Heat Pump Repairs
- m. Payment Authorization to Rowand Machinery Company for John Deere Rental
- n. Order & Agreement for Clipper Windpower Development Company, LLC Franchise
- o. Approval of Final Prospectus for Construction of Nine Canyon Road Phase 3

**Sheriff**

- p. Line Item Transfer, Fund No. 0000-101, Dept. 118
- q. Line Item Transfer, Fund No. 0000-101, Dept. 118
- r. Line Item Transfer, Fund No. 0000-101, Dept. 119
- s. Line Item Transfer, Fund No. 0000-101, Dept. 120
- t. Line Item Transfer, Fund No. 0000-101, Dept. 121
- u. Purchase from Larsen Firearms for Projectile Launchers
- v. Creating A Criminal Investigative Information Revolving Fund

**Public Works**

- w. Sign Contract with Road Products, Inc. for Pavement Marking

**Public Hearing – Right of Way Vacation – Ruppert Road**

Sue Schuetze presented the proposed right of way vacation lying adjacent to a portion of Ruppert Road and said that no utility company responded to their inquiry of existing facilities. She said it was their recommendation to vacate the right of way.

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

**MOTION:** Commissioner Small moved to approve the vacation of right of way on Ruppert Road as recommended. Chairman Beaver seconded and upon vote, the motion carried.

### **Public Hearing – Right of Way Vacation - Locust Grove Road**

Ms. Schuetze said the right of way vacation proposal was due to new construction on Locust Grove Road and this section was no longer needed. Benton PUD responded to Public Works and stated they had no comments. She said that Public Works staff recommended the vacation.

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

**MOTION:** Commissioner Small moved to approve the proposed right of way vacation as presented for Locust Grove Road. Chairman Beaver seconded and upon vote, the motion carried unanimously.

### **Commissioner Assignment Update**

Commissioner Small said he attended the Red Mountain meeting with Senator Murray and was happy to see they were looking at the future of intertie (roundabout) to see if it was financially feasible. He said he spent a lot of time at the Fair and thanked the staff at the Fairgrounds for its hard work. Additionally, he was working through the process of the Benton County Emergency Services budget.

Chairman Beaver said he also attended the Red Mountain meeting with Senator Murray. Additionally, he spent some time with Doc Hastings in the Fair Booth and also spent a lot of time at the Fair. He thanked staff for its hard work and requested Mr. Fyall to draft a letter to the Fair Board thanking them for another successful event. He said he received some compliments about the County while he was in the Benton County booth, along with a few complaints.

He said he also attended the Visitor and Convention Bureau meeting and elaborated on the financial benefits to the community from the Fair.

### **Executive Session – Potential Litigation**

The Board went into Executive Session with DPA Reid Hay at 9:08 a.m. for up to 20 minutes to discuss potential litigation. Also present were Ryan Brown, Larry Moser, Marty Groom, Steve Becken, Bryan Thorp, Melina Wenner, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out of executive session at 9:21 a.m. Mr. Hay said the Board discussed potential litigation but took no action.

### **Vouchers**

Check Date: 8/24/2012  
Warrant #: 64292-64469  
Taxes #: 01160812, 05010812  
Total all funds: \$699,993.61

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

## **Resolutions**

- 2012-486: Scanner Maintenance Purchase from ImageSource  
2012-487: Contract w/Municipal Research and Services Center for Small Works Roster Services  
2012-488: Line Item Transfer, Fund No. 0000-101, Dept. 111  
2012-489: Amended Contract w/State of WA Dept. of Social and Health Services, Division of Behavioral Health & Recovery  
2012-490: Contract w/State of WA Dept. of Social and Health Services, Division of Developmental Disabilities  
2012-491: Amended Contract, #1263-43048, w/State of WA Dept. of Social and Health Services, Juvenile Rehabilitation Administration  
2012-492: Amended Contract, #0663-98393-07, w/State of WA Dept. of Social and Health Services, Juvenile Rehabilitation Administration  
2012-493: Contract Amendment w/Aramark Correctional Services for Food Services  
2012-494: Agreement w/WA St Dept of Transportation for Land Acquisition & Relocation Services  
2012-495: Traffic Control for Kash Loop in the Cottonwood Estates  
2012-496: Payment Authorization to Total Energy Management, Inc. for Emergency Heat Pump Repairs  
2012-497: Payment Authorization to Rowand Machinery Company for John Deere Rental  
2012-498: Order & Agreement for Clipper Windpower Development Company, LLC Franchise  
2012-499: Approval of Final Prospectus for Construction of Nine Canyon Road Phase 3  
2012-500: Line Item Transfer, Fund No. 0000-101, Dept. 118  
2012-501: Line Item Transfer, Fund No. 0000-101, Dept. 118  
2012-502: Line Item Transfer, Fund No. 0000-101, Dept. 119  
2012-503: Line Item Transfer, Fund No. 0000-101, Dept. 120  
2012-504: Line Item Transfer, Fund No. 0000-101, Dept. 121  
2012-505: Purchase from Larsen Firearms for Projectile Launchers  
2012-506: Creating A Criminal Investigative Information Revolving Fund  
2012-507: Authorizing the Chairman to Sign the Contract with Road Products, Inc.

There being no further business before the Board, the meeting adjourned at approximately 9:22 a.m.

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Clerk of the Board

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Chairman

a. Procure, Lease & Contract Policy; Rescinding Resolutions 10-816, 11-003, 11-004, 11-216, 2012-056; 2012-057; 2012-058; 2012-059

| <b>AGENDA ITEM</b>          | <b>TYPE OF ACTION NEEDED</b> |         |
|-----------------------------|------------------------------|---------|
| Meeting Date: 9/11/2012     | Execute Contract             | _____   |
| Subject: Procurement Policy | Pass Resolution              | _____   |
| Prepared by: LSK / L. Small | Pass Ordinance               | _____   |
| Reviewed by: R. Lukson      | Pass Motion                  | _____   |
|                             | Other                        | _____   |
|                             | Consent Agenda               | ___X___ |
|                             | Public Hearing               | _____   |
|                             | 1st Discussion               | _____   |
|                             | 2nd Discussion               | _____   |
|                             | Other                        | _____   |

**BACKGROUND INFORMATION**

Attached is the Benton County Procure, Lease, and Contract Policy that has been established as guidelines for the procurement of supplies, materials, and equipment and contracting for public works and professional services. This policy was created with the assistance of our Prosecuting Attorney’s office, along with several other offices and departments.

The attached Resolution and Policy shall supersede all previously adopted Resolution and procedures for procurement and/or contracting for public works or professional services effective November 1, 2012.

**RECOMMENDATION**

Adopt the attached Benton County Procure, Lease, and Contract Policy and rescind all previous Resolutions for procurement and contracting for public works or professional services.

**FISCAL IMPACT**

None

**MOTION**

Move to adopt the attached Benton County Procure, Lease, and Contract Policy for an effective date of November 1, 2012.

# RESOLUTION

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

**IN THE MATTER OF COUNTY POLICY: A COUNTY-WIDE PROCURE, LEASE, AND CONTRACT POLICY; RESCINDING RESOLUTIONS 10-816; 11-003; 11-004; 11-216; 2012-056; 2012-057; 2012-058; AND 2012-059**

**WHEREAS**, on December 13, 2010 the Board of Commissioners approved Resolution 10-816 which allowed the Public Works Manager authorization to purchase equipment, materials, and supplies through the Washington State Purchasing Cooperative; and

**WHEREAS**, on January 3, 2011 the Board of Commissioners approved Resolution 11-003 which allowed the Purchases of Computers, Printers, Network Devices, Software, and Support through Technology Brokering Services Division of the Washington Department of Information Services, including the Western States Contracting Alliance and Resolution 11-004 which allowed the Purchases of Consumable Computer and Printer Supplies; and

**WHEREAS**, on March 28, 2011 the Board of Commissioners approved Resolution 11-216 which allowed the Public Works County Engineer Authorization to Approve all Change Orders for contracts administered by the Engineer through the Public Works Department; and

**WHEREAS**, on January 31, 2012 the Board of Commissioners approved Resolutions 2012-056, 2012-057, 2012-058, and 2012-059 which outlined policies and procedures for procuring supplies, materials, and equipment or contracting for public works and professional services, and

**WHEREAS**, Benton County has established a policy for procuring, leasing, or contracting with the assistance of several offices and departments; **NOW, THEREFORE**,

**BE IT RESOLVED**, that effective November 1, 2012 all new procurements, leases and contracts shall follow and adhere to the attached Procure, Lease and Contract Policy; and

**BE IT FURTHER RESOLVED**, that effective November 1, 2012 Resolutions 10-816; 11-003; 11-004; 11-216; 2012-056; 2012-057; 2012-058; and 2012-059 are hereby rescinded.

**Dated this . . . . . day of . . . . ., 2012.**

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

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

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

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

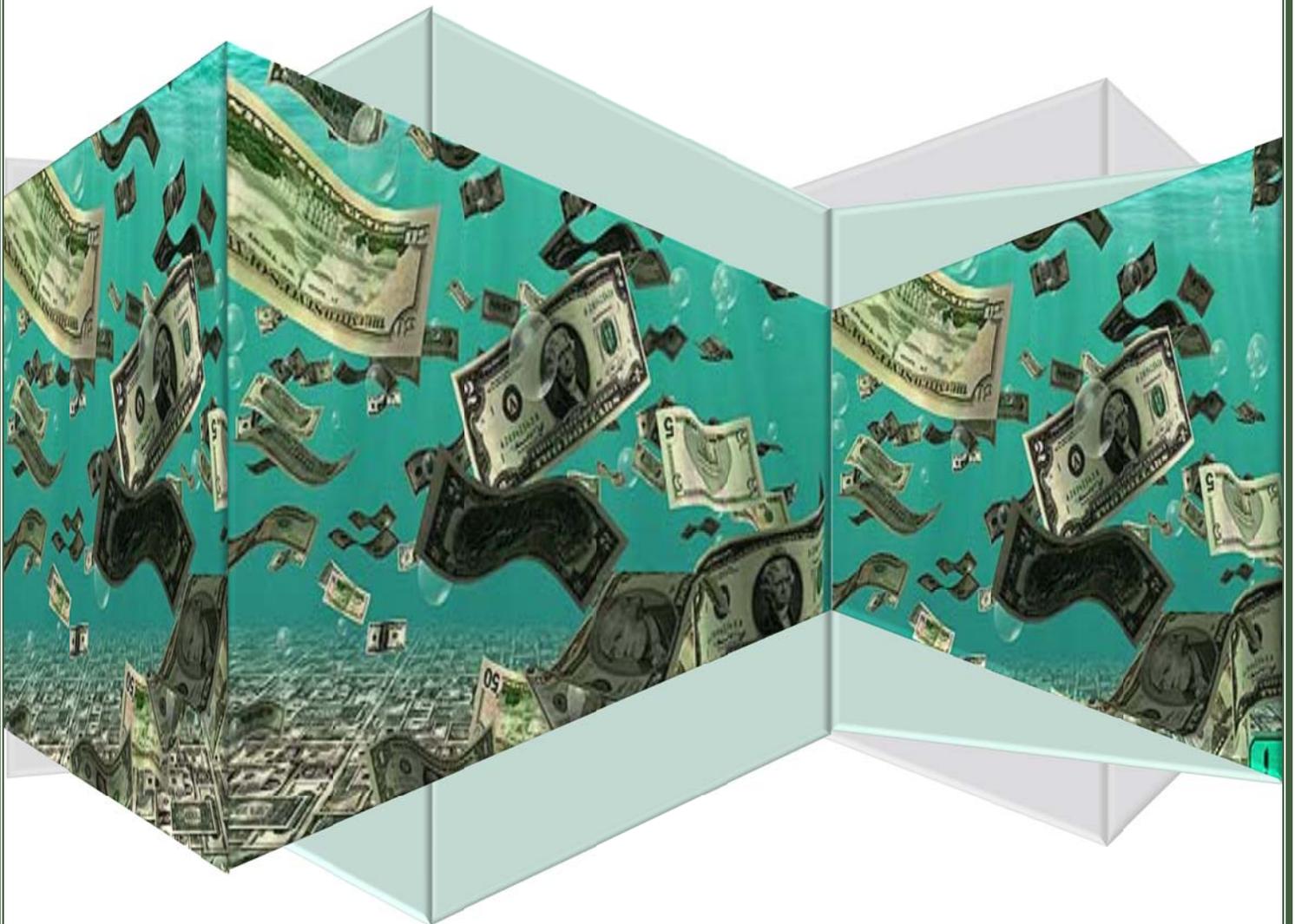
**Washington**

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

# **BENTON COUNTY PROCURE, LEASE, AND CONTRACT POLICY**

**Approved September 11, 2012**

**Effective November 1, 2012**



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## **1.0 GENERAL**

### **1.1 Purpose**

This document is intended to direct the procurement or leasing of goods, construction of public works and acquisition of services at reasonable costs. An open, fair, documented, and competitive process is to be used whenever legally required and in certain other instances if reasonable and possible. The integrity, efficiency, and effectiveness of the County's purchasing, leasing and contracting functions are critical elements of sound government.

### **1.2 Objectives**

The objectives of the County's purchasing, leasing and contracting policies are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of County resources;
- To ensure equal opportunity and competition among vendors and contractors;
- To promote effective relationships and clear communication between the County and its vendors and contractors;
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds.

### **1.3 Scope**

These guidelines apply to the purchasing and leasing of and contracting for:

- Supplies, materials, or equipment
- Public works projects as defined by [RCW 39.04.010](#) as now in effect or as hereafter amended
- Professional services (including architectural and engineering)
- Non-professional and information services

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, lease, or contract, additional applicable requirements may be imposed by the funding agency. Such requirements may be more restrictive than the County's policy.

### **1.4 Controlling Laws, Regulations, Grants, and Requirements**

All purchases, leases, and contracts shall comply with appropriate and relevant federal and state laws and county policies. If the appropriate and relevant federal

or state laws, regulations, grants, or requirements are more restrictive than this policy, such laws, regulations, grants, or requirements should be followed. A Deputy Prosecuting Attorney from the Civil Division shall be consulted when questions arise regarding this policy.

### **1.5 Transactions Exempted from this Policy**

This policy does not mandate procedures for: (i) intergovernmental property transfers; (ii) purchases or leases at auction; (iii) performance based contracts for the purchase or lease of energy equipment negotiated under [RCW 39.35A](#); (iv) purchases, leases, or contracts for the printing of election ballots, voting machine labels, or any other election material containing the names of candidates and ballot titles; or (v) situations when competition among multiple vendors or contractors is not practical as outlined in [RCW 39.04.280](#).

### **1.6 Contract Length**

All contracts for the purchase or lease of supplies, materials, or equipment or public works shall be made for a period of no more than two (2) years. This time period includes any contractual provision permitting extension of the contract. This requirement will ensure that all the above mentioned contracts are entered into at a competitive price and assist the County in following the biennium budget process.

## **2.0 PURCHASE OR LEASE OF SUPPLIES, MATERIALS, OR EQUIPMENT**

As authorized by [RCW 36.32.253](#), [RCW 36.32.245](#) and [RCW 39.04.190](#), the Board of Benton County Commissioners (BOCC) hereby declares that advertisement and formal sealed bidding requirements set forth in [RCW 36.32.245](#) may be dispensed with, under such circumstances and on such terms as set forth in [Sections 2.2.1 – 2.2.2](#) below, for purchasing or leasing supplies, materials, or equipment valued at less than twenty-five thousand dollars (\$25,000).

### **2.1 Vendor List**

The Benton County Administrator shall be responsible for ensuring that the County publishes a notice of the existence of a Benton County vendor list for minor purchasing or leasing of supplies, materials, or equipment and soliciting the names of vendors for such list. The County Administrator shall take such other reasonable steps to establish and maintain such a list, including but not limited to publishing such notice of solicitation no later than the first Sunday in November and the first Sunday in May of each year.

## 2.2 Cost Thresholds

The process for purchases or leases at the following dollar thresholds is as follows:

### 2.2.1 Purchases or Leases less than \$5,000

Purchases or leases in this price range can be directly negotiated by County employees in accordance with this policy.

### 2.2.2 Purchases or Leases between \$5,000 and \$24,999

In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in this price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC. Attached to said resolution shall be a copy of written quotations from at least three (3) vendors on the vendor list, unless the product is such that it is not reasonable to obtain three (3) price quotes. The written quotes shall contain the following information and be in the following form:

- Vendor contact information (name, address, and phone number)
- Date obtained
- Price
- Expiration date of the quote (i.e. 30 days, 90 days, 1 year, etc.)
- The quote must be on the vendor's letterhead (i.e. must contain the vendor's name)
- Explanation as to why it is not reasonable to obtain three (3) price quotes, if three (3) quotes are not obtained

The purchase or lease shall not be made until after the resolution has been approved by the BOCC. All voucher requests to the Benton County Auditor shall be accompanied by any approved resolution and quotes obtained under this policy.

A detailed list for all purchases or leases between five thousand dollars (\$5,000) and twenty-four thousand nine hundred ninety-nine dollars (\$24,999) made utilizing the vendors list during a particular year shall be maintained by the BOCCs' office and posted for public inspection. The list shall include the names of vendors solicited, purchase or lease description, awarding resolution number, and the amount of the purchase or lease.

### 2.2.3 Purchases or Leases of \$25,000 or more

Purchases or leases of supplies, materials, or equipment in amounts 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](#). Bid specifications shall be in writing and filed at the office of the Clerk of the BOCC for public inspection. A solicitation of bids must be approved in a meeting by the BOCC. Once the solicitation is approved an advertisement shall be published in the official County newspaper and posted on the Benton County website stating the time and place where bids will be opened, the time after which bids will not be received, the supplies, materials, or equipment to be purchased or leased, and that the specifications may be seen at the office of the Clerk of the BOCC. The advertisement shall be published at least once at least thirteen (13) days prior to the last date upon which bids will be received. See [Section 5.0](#) for additional details of the procedures to be followed for formal competitive bidding. The lowest bidder for such purchases or leases shall be determined in accordance with [RCW 39.30.040](#) and if applicable, [RCW 36.32.256](#), as now in effect or hereafter amended.

## **2.3 Rules for Determining Applicable Cost**

When determining the amount of a purchase or lease and the procedure to be followed under [Section 2.2](#), the following rules shall apply:

### **2.3.1 Use Anticipated Aggregate Cost**

The anticipated aggregate cost of all purchases or leases for the type of supplies, materials, or equipment at issue shall be used to determine which of the above referenced cost thresholds is applicable. If numerous items of a similar nature, e.g. cleaning supplies, are purchased or leased from a particular vendor, the estimated aggregate cost of that type of purchase or lease from that vendor shall be used to determine which of the above referenced cost thresholds is applicable.

If the purchase or lease agreement is for a one (1) year term or for a specific amount of supplies, materials, or equipment, the aggregate cost shall be the expected cost for a one (1) year reserve of those items.

If the purchase or lease agreement is for a multi-year term, the aggregate cost shall be the total estimated cost for all years covered by the purchase or lease agreement.

*Example 1: If one pallet of toilet paper is to be purchased initially at an estimated cost, including sales tax, of \$8,959, but a total of three pallets are expected to be purchased during the year at an aggregate cost of \$26,877 (\$8,959 times three), then the procurement falls within [Section](#)*

5.0 Formal Competitive Bidding Procedures. *Separate delivery times may be established for each phase of the purchase.*

### **2.3.2 No Bid Splitting**

Items ordinarily purchased or leased together shall not be split in order to attempt to meet a lower cost threshold and avoid competitive bidding, unless the two items are not available from a single vendor.

*Example: If office furniture is being purchased or leased for a new office or conference room, the cost of the table and chair(s) would be considered together to compute the cost of the purchase or lease.*

### **2.3.3 Costs Included**

When determining the applicable cost threshold, all costs including taxes, freight, and installation charges shall be included as part of the cost.

## **2.4 Electronic Data Processing and Telecommunications Systems**

[RCW 39.04.270](#) allows the County to purchase electronic data processing and telecommunication equipment, software, or services that is compatible to the County's needs through competitive negotiation rather than through competitive bidding. At a minimum, a request for proposal (RFP) shall be prepared and submitted to an adequate number of qualified sources and a notice of the request for proposal shall be published in a newspaper of general circulation in the County at least thirteen (13) days before the proposals (bids, quotes, or prices) are to be received.

## **3.0 PUBLIC WORKS PROJECTS**

As defined in [RCW 39.04.010](#), the term "public works" shall include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the County's cost, or which is by law a lien or charge on any property therein. All public works, including maintenance when performed by contract, shall comply with the provisions of [RCW 39.12.020](#).

Under [WAC 296-127-010\(7\)\(b\)\(iii\)](#) ordinary maintenance is defined as work not performed by contract, but rather by County employees, that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year) to service, check or replace items that are not broken; or work not performed by contract that is regularly scheduled but is required to maintain an asset so that repair does not become necessary.

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### **3.1 Defining Project Cost**

[RCW 35.22.620](#) defines the cost of a public works project as the costs of supplies, materials, equipment, and labor on the construction of that project.

### **3.2 MRSC Small Public Works Roster**

Per [RCW 39.04.155](#) and [RCW 36.77.075](#), Benton County and its officials and officers need not comply with the formal sealed bidding requirements set forth in [RCW 36.32.250](#) and [RCW 36.77.020](#) through [RCW 36.77.040](#) for public works contracts for the construction, building, renovation, remodeling, alteration, repair, maintenance or improvement of county owned assets where the estimated cost is less than three hundred thousand dollars (\$300,000), inclusive of the costs of labor, material, equipment and sales and/or use taxes as applicable. For such projects, the small public works roster procedures as set forth herein may be used. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small public works roster process.

The BOCC has entered into an annual agreement with Municipal Research and Services Center of Washington (MRSC) to create and maintain Benton County's Small Public Works Roster. On behalf of Benton County, MRSC is obligated to publish in a newspaper of general circulation within Benton County a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Such notice of solicitation shall be published twice a year, during January and June of each year. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records as defined by [RCW 39.04.350](#).

The MRSC Small Works Roster is located at [www.mrscrosters.org/Login.aspx](http://www.mrscrosters.org/Login.aspx). Here you can search the Small Works Roster by Category or Alphabetically. Please contact the Commissioners' office for the User ID and Password.

### **3.3 Lowest Responsible Bidder**

All contracts must be awarded to the lowest responsible bidder. [RCW 39.04.350](#) outlines criteria that all bidders must meet in order to be considered responsible for public works contracts. When going out to formal bid, Benton County hereby adopts the additional relevant supplemental criteria for determining bidder responsibility as defined under [RCW 43.19.1911\(9\)](#) as now in effect or hereafter amended. Such supplemental criteria for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a bidder is not responsible, must be provided in the invitation to bid or bidding documents as provided in [RCW 39.04.350](#). After reviewing the supplemental criteria during the formal bid process, if facts or circumstances

arise that cause Benton County to believe that any responding bidder is not responsible, then the County representative must notify the bidder in writing of the fact that they are considered not responsible and include the specific reasons for that determination. After that notification, the bidder will then have a reasonable opportunity to submit supplementary material to rebut that determination. The County representative must reconsider the not responsible determination in light of the new information and must notify the bidder in question, in writing, of the final determination. If the final determination is that the bidder in question is actually responsible, then the project must be awarded to the lowest bidder, including that bidder. If the final determination is that the bidder in question is in fact not responsible, then, after waiting two (2) business days after the day when the non-responsible bidder has received the final determination, the project must be awarded to the lowest bidder excluding the bidder in question.

### **3.4 Solicitation of Public Works**

#### **3.4.1 Public Works Contracts less than \$40,000**

Per [RCW 36.32.250](#), the formal sealed bidding process may be dispensed with for the letting of public works contracts with an estimated cost of less than forty thousand dollars (\$40,000). For such projects, contracts may be entered into after direct negotiation and authorization by the BOCC, with such authorization being in the form of a resolution containing the bid quotations obtained and being available for public inspection. As an alternative to this procedure, the letting of contracts for public works with an estimated cost of less than thirty-five thousand dollars (\$35,000) may be conducted pursuant to the small public works roster of limited public works process set forth in [RCW 39.04.155](#). For limited public works projects (those estimated to cost less than \$35,000) awarded under this alternative process, written invitations for bids will be solicited from a minimum of three contractors from the appropriate small public works roster. All bids must be submitted in writing, and Benton County may award the contract to the lowest responsible bidder as defined under [RCW 43.19.1911\(9\)](#). Such bids, the contractors' names and their registration numbers shall be reflected in the resolution adopted to award the contract. After an award is made, the written bids shall be open to public inspection and available either electronically or hard copy upon request.

#### **3.4.2 Public Works Contracts between \$40,000 and \$300,000**

For public works contracts with an estimated value of forty thousand dollars (\$40,000) up to three hundred thousand dollars (\$300,000), the County shall follow both the advertisement and competitive bidding procedures set forth in [RCW 36.32.250](#) or shall follow the small public works roster process authorized by [RCW 39.04.155](#).

Benton County officers or officials seeking to utilize the small public works roster shall use the following procedure in soliciting bids from contractors

in the appropriate subsection of the MRSC Small Public Works Roster to assure that a competitive price is obtained:

(1) A contract awarded from the small public works roster need not be advertised. Invitations for bids shall be written and include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

(2) If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), bids shall be invited from all appropriate contractors on the appropriate small public works roster. Bids less than one hundred fifty thousand dollars (\$150,000) may be invited from all appropriate contractors on the appropriate small public works roster, or as an alternative, bids may be invited from at least five (5) contractors on the appropriate small public works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity to bid among the contractors on the appropriate roster. If there are less than five (5) contractors on the appropriate small public works roster who have indicated the capability of performing the kind of work being contracted, bids shall be invited from all contractors who have indicated the capability of performing such work.

(3) For purposes of this provision, "equitably distribute" means that Benton County will not favor, by disproportionally seeking quotations from certain contractors to a significant degree or otherwise, certain contractors on the appropriate small public works roster over other contractors on the appropriate small public works roster who perform similar services. At the time bids are solicited, the County representative shall not inform a contractor of the terms or amount of any other contractor's quotes for the same project.

(4) All bids shall be submitted in writing. The amount of each bid and of any conditions imposed on the bid, as well as the contractors name and registration number, shall be reflected in the resolution adopted to award the contract. After an award is made, a copy of the resolution awarding the contract shall be placed in a separate file for small public works roster contracts by the BOCC and shall be open to public inspection, and available by telephone inquiry.

(5) Bids submitted pursuant to the small public works roster process must include all items required of bidders in competitive bid situations,

including but not limited to performance and payment bonds, specifications and retainage.

(6) The BOCC' Office shall maintain a list of contractors contacted and contracts awarded during the previous twenty-four (24) months, including the name of the contractors, the contractors' registration numbers, the amounts of the contracts, a brief description of the type of work performed, and the date the contracts were awarded. Said list may be in the form of a compilation of all awarding resolutions if such resolutions include the requisite information.

### **3.4.3 Award**

All written bids received pursuant to the small public works roster process set forth herein shall be submitted to the BOCC along with a recommendation for award of the contract to the lowest responsible bidder. The BOCC shall then make a decision to award the contract to the lowest responsible bidder pursuant to a resolution in the form required hereby or to reject all bids as authorized herein.

### **3.4.4 Public Works Contracts \$1 Million or more**

[RCW 39.30.060](#) specifies that in order for the bid of a prime contractor to be considered responsive, every bidder for a public works contract of over \$1 million must submit (either with their bid or within one hour of the bid submittal time) the names of all subcontractors that will be used for heating, ventilation and air conditioning, plumbing, and electrical work.

## **3.5 Prevailing Wages**

The County is mandated by [RCW 39.12.040](#) to require contractors to pay prevailing wages on all public works contracts. A Statement of Intent to Pay Prevailing Wages must be received from a contractor before any payment is made, and an Affidavit of Wages Paid must be received following final acceptance of the work and before any retainage is released.

## **3.6 Performance and Payment Bonds**

[RCW 39.08.010](#) mandates that the County require a performance and payment bond for every public works contract. This ensures that the job will be completed and that all workers, vendors, and subcontractors will be paid. The bond(s) shall be executed by a bond company registered to do business in Washington State, in an amount equal to one hundred percent (100%) of the price specified in the contract. For contracts of thirty-five thousand dollars (\$35,000) or less, the County may, at the option of the contractor and in lieu of the bond(s), retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the later of the date of final acceptance or the receipt of all necessary releases from the Department of Revenue, Department of Labor & Industries, and Employment, Security Department, and settlement of any liens filed under [RCW 60.28](#).

### **3.7 Retainage**

For each invoiced and approved progress payment, in which performance and payment bonds are submitted, the County shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) five percent (5%) as retainage pursuant to [RCW 60.28.011](#), subject to all further provisions of the remainder of [RCW 60.28](#). Within ten (10) days following the execution of a contract for public works, the contractor shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to [RCW 60.28.011\(4\)](#). If such written election is not received, then the County may choose any of the allowed manners of holding the moneys allowed by [RCW 60.28.011\(4\) \(a\)-\(c\)](#). Sixty (60) days after completion of all contract work, the County must release and pay in full the amounts retained during the performance of the contract subject to the provisions of [RCW 39.12](#) and [RCW 60.28](#). In lieu of the above, a contractor may submit a retainage bond for all or any portion of the contract retainage in a form acceptable to the County, and from a bonding company registered to do business in Washington State.

### **3.8 Change Orders**

The BOCC must approve all change orders with the exception for contracts related to road construction projects, aggregate material crushing and stockpiling. These particular contracts, administered by the County Engineer, may at times have unknown factors occur that may increase or decrease the total cost, which is addressed by a change order. The process of obtaining BOCC approval of a change order prior to implementing the change may cause a shutdown of the contracted project. With time being of essence the BOCC authorizes the County Administrator to approve change orders on contracts administered through the Public Works Department; provided such change orders must also be approved by the County Engineer. In the County Administrator's absence, the Deputy County Administrator is authorized to approve change orders on contracts administered through the Public Works Department; provided such change orders must also be approved by the County Engineer.

## **4.0 PROFESSIONAL SERVICES**

All personal and professional service contracts must be awarded by the BOCC. Personal and professional service contracts are performed by the person (contractor) as an independent contractor. Qualifications and performance are the primary considerations in selection of the contractor with price being secondary or subject to negotiation. The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), 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. Professional services are services which provide professional or technical expertise to accomplish a specific study, project, task, or other work statement. They include, but are not limited to:

- Accounting and auditing
- Bond or insurance brokerage
- Consulting services
- Legal services
- Surveying
- Architectural and engineering services (see [Section 4.2](#) for additional requirements)
- Off-site professional services
- Training

#### **4.1 MRSC Consulting Roster**

The BOCC have entered into an annual agreement with Municipal Research and Services Center of Washington (MRSC) to create and maintain Benton County's Consulting Roster. On behalf of Benton County, MRSC will publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Such notice of solicitation shall be published twice a year, during January and June of each year. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records.

The MRSC Consulting Roster is located at [www.mrscrosters.org/Login.aspx](http://www.mrscrosters.org/Login.aspx). You can search the Consulting Roster by Category or Alphabetically. Please contact the Commissioners' Office for the User ID and Password.

#### **4.2 Contracts for Architectural and Engineering Services**

##### **4.2.1 Services under RCW 39.89**

[RCW 39.80.010; .030 & .040](#) outline the requirements for obtaining professional services for architecture, survey, or engineering structural study or design. The requirements outlined in these RCW(s) and stated in these guidelines, must be carefully followed. Current statement of qualifications and performance data on file with MRSC shall be evaluated together with those that may be submitted by other firms regarding the proposed project. The County encourages architecture, survey, design, and engineering firms to submit a statement of qualifications and performance data annually to MRSC. Discussions will be conducted with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. The

County will negotiate a contract with the most qualified firm at a price that the County determines is fair and reasonable. In making its determination, the County will take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the County is unable to negotiate a satisfactory contract with the firm selected at a price that is determined fair and reasonable, negotiations with that firm will be formally terminated by written notification. Another firm will then be selected and the process continued until an agreement is reached or the process terminated. County procedures and guidelines shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the professional communities involved.

#### **4.2.2 Advertisement of Request for Qualifications (RFQ)**

When contracting for professional architectural, survey, design, and engineering services a RFQ should be provided to all known qualified firms. In addition, the RFQ should be published in the County's official newspaper, on the Benton County website, and in any other media sources reasonably likely to attract sufficient numbers of potential service contractors. The advertisement should provide the general scope and nature of the project or work for which the services are required, the preferred format of the response, criteria for selection, submission deadline, and the contact information for a County representative who can provide further details. Advertisements should occur either by:

- Publishing an announcement for a specific project on each occasion when professional architectural or engineering services are required, or
- Publishing a general announcement for the County's projected requirements for any category or type of architectural or engineering services.

## **5.0 FORMAL SEALED COMPETITIVE BIDDING PROCEDURES**

The County may satisfy its obligation to make a purchase or lease after a formal sealed competitive bidding process or through intergovernmental cooperative purchasing or leasing agreements as discussed in [Section 7.0](#). If the process in [Section 7.0](#) is not utilized to satisfy a required formal sealed competitive bidding process, the procedure set forth in [Section 5.0](#) shall apply.

## 5.1 Formal Bid Process

Good business practice calls for using a notification process that will reach the most potential bidders and allow enough time for responsive bids to be prepared. It is strongly recommended that departments not rely solely upon the advertisement in the official newspaper of Benton County to solicit bids. Departments should research and solicit any and all vendors or contractors that may be able to provide the supplies, materials, or equipment specified in the bid packet.

Before starting a bid packet, a bid number shall be obtained from the BOCCs' Office and such number shall be included on all bid documents. A bid packet shall be prepared and submitted to a Deputy Prosecuting Attorney from the Civil Division for approval. Finally, a resolution with the approved bid packet shall be placed before the BOCC requesting permission to proceed with the advertisement and bid process.

Any advertisements soliciting formal sealed competitive bids using the County's official newspaper shall be published at a minimum once and at least thirteen (13) days prior to the last date upon which bids will be received and should include the following items:

- Title of the project
- Nature and scope of the work
- Materials and Equipment to be furnished, if any
- Where contract documents (plans, specifications, *etc.*) may be obtained
- Cost to obtain a set of contract documents
- Place, date, and time that sealed bids are due and will be opened
- Statement that a bid bond must accompany the bid
- Statements that the County retains the right to reject any or all bids, and to waive minor irregularities in the bidding process
- Statements that the public works contract will be awarded to the lowest responsible bidder under the criteria set forth in [RCW 39.04.350](#) and [RCW 43.19.1911\(a\)](#) or the purchase or lease of supplies, materials or equipment will be awarded to the lowest bidder in accordance with [RCW 39.30.040](#).

Additionally, per [RCW 36.32.250](#) no formal bid may be considered for public work unless it is accompanied by a bid deposit in the form of a bond, postal money order, cash, cashier's check, or certified check in an amount equal to five percent (5%) of the amount of the bid proposed. A performance bond in the amount and with the conditions imposed by law is required from the successful bidder for such public works contract. If the bidder to whom the contract is awarded fails to enter into the contract and furnish the performance bond as

required within ten (10) days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the County and the contract awarded to the next lowest and best bidder. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project. The bid deposit of all unsuccessful bidders shall be returned after the contract is awarded and the required performance bond given by the successful bidder is accepted by the BOCC.

Once the bids have been opened and read in public at the time and place specified in the advertisement, the department shall tabulate, evaluate, and submit a resolution to the BOCC awarding the contract to the lowest responsible bidder as defined in [RCW 39.04.350](#) and [RCW 43.19.1911](#) or awarding the purchase or lease of supplies, materials, or equipment to the lowest bidder in accordance with [RCW 39.30.040](#). Any or all bids may be rejected for good cause and further calls for bids may be made in the same manner as the original bid process. Immaterial irregularities in bid proposals may be waived. If the award does not go to the lowest bidder, a full and complete statement of the reasons shall be prepared by the department and retained with any other papers relating to the transaction.

## **5.2 Bid Specifications**

All bid specifications shall be in writing, be opened and read in public at the time and place named in the advertisement, and filed at the office of the Clerk of the BOCC for public inspections. Bid specifications should incorporate a clear and accurate description of the technical requirements for the merchandise or service to be purchased or leased. Such descriptions should not contain features that unduly restrict competition. When it is impractical or uneconomical to make clear and accurate description requirements, a brand name or equal description may be used. The responsibility of demonstrating to the County's satisfaction that the material, product, or service is equal to that which has been specified shall be on the bidder proposing the substitution. Requests for approval of substitutions must be made with sufficient time to allow the County to adequately review the proposal, including time for bidders to respond to questions and requests for additional information or clarification. The County has no obligation to accept proposed substitutions. Acceptance of a substitute merchandise or service proposed as an equal to that which has been specified will be made in writing. If the substitute merchandise or service is accepted prior to the bid opening date and time, other bidders will be notified to the extent practical.

## **5.3 Cancellation**

In the County's sole discretion an invitation for bids may be cancelled at any time prior to bid opening.

## **5.4 Submittal of Bids**

Bids will be submitted as specified in the invitation for bid by the appointed date and time listed in the invitation. Each bid will be date and time stamped as it is received. Late bids will not be accepted. If the bid is a sealed bid, all qualified bids will be opened and read aloud publicly at the appointed time. No County representative shall inform a contractor of the terms or amount of any other contractor's bid for the same project prior to the bid opening date and time. Once bids have been submitted (and opened, if the bids are sealed), the County may not negotiate with bidders. The contract must be awarded to the lowest responsible bidder and any or all bids may be rejected for good cause pursuant to [RCW 36.32.245](#) and [RCW 36.32.250](#). A written record shall be made of each contractor's bid on a project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations shall be recorded, open to public inspection, and available by telephone inquiry. Original specifications and the original bid responses will be retained for review and audit as required.

## **5.5 Non-Collusion Affidavit**

Each bidder shall be required to warrant that their bid is genuine, and that they have not entered into collusion with other bidders, by submitting with their bid an executed and notarized affidavit on a form approved by the County Attorney.

## **5.6 Insurance**

Contracts for public works and professional services shall contain requirements for contractor-provided insurance, as deemed necessary by the County's Risk Manager.

## **6.0 CONTRACT AMENDMENTS, TERMINATIONS, OR RESCINDING RESOLUTIONS**

The BOCC must approve and sign all contract amendments. Any contract signed by the BOCC is considered binding until it is terminated or expires. If a contract manager seeks to terminate an agreement that has been executed by the BOCC, he or she shall consult with a Deputy Prosecuting Attorney from the Civil Division to obtain legal advice as to if and how the contract may be terminated. When preparing a resolution for the BOCC authorizing or directing the termination of such contract the following language shall be included in said resolution:

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed this resolution

## **7.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS**

[RCW 39.34.030](#) allows the County to join with other governmental agencies for purchases or leases. This may be done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an interlocal agreement). Prior to making a purchase or lease under such an agreement, the County must ensure that the procedure used by the agency that originally awarded the bid, proposal, or contract has satisfied the County's obligations under state law. The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing or leasing cooperative or similar service contractor, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

### **7.1 Joint Purchases or Leases with other Government Agencies**

The County may also make a bid call with another government entity as a joint purchase or lease that complies with the procurement requirements of both jurisdictions. When practical, the County should include language in its solicitations that allows other public agencies to purchase or lease from the County's contracts, provided that other agencies provide similar rights and reciprocal privileges to Benton County. The BOCC shall approve all Intergovernmental Cooperative Purchasing Agreements. A Deputy Prosecuting Attorney from the Civil Division shall approve all such agreements as to form.

## **8.0 COMPLIANCE WITH POLICY**

Per [RCW 39.30.020](#) an intentional or willful violation of any of the provisions in this policy may result in liability to the individual(s) involved. Elected Officials, Department Managers, and County employees should be aware of possible personal penalties, termination, and financial liability for intentional or willful violation of competitive bidding laws.

## **9.0 GLOSSARY**

"Aggregate" – formed by the conjunction or collection of particulars into a whole mass or sum; total; combined.

“Bid” – the executed document submitted by a bidder in response to a notice inviting bids or a request for proposal, price, or quotations.

“Bid Bond” – a bond or deposit submitted with a bid, for a sum not less than five percent (5%) of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted

“Bidder” – person or legal entity who submits a bid in response to a solicitation or request.

“BOCC” – Board of Benton County Commissioners.

“Change Order” – a written modification, addition or subtraction to a contract for supplies, materials, equipment or service authorized by the appropriate authority.

“Competitive Bids” – the submission of prices by persons or legal entity competing for a contract, privilege, or right to provide merchandise or services.

“Contract” – a verbal or written, legally binding mutual promise between two (2) parties.

“Contractor” – provides goods and services.

“Good Cause” – as used in Sections 5.1 and 5.4 is not limited to unavailable, inadequate, ambiguous specifications, terms, conditions, or requirements were cited in the solicitation; specifications, terms, conditions, or requirements have been revised; the goods or services being contracted for are no longer required; the solicitation did not provide for consideration of all factors of cost to Benton County; bids received indicate that the needs of Benton County can be satisfied by a less expensive article differing from that for which the bids were solicited; all otherwise acceptable bids received are at unreasonable prices or only one bid is received and Benton County cannot determine the reasonableness of the bid price; no responsive bid has been received from a responsible bidder; or the bid process was not fair or equitable.

“Lowest Responsible Bidder” – the bidder submitting the lowest price that is also capable of performing the proposed contract. See also “lowest bidder”.

“Procurement” – the acquisition of supplies, material, or equipment for business use.

“Quotes” – a statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser or lessor, usually for purchases or leases below the amount requiring bidding. For professional service contracts, quotes would typically include the qualifications of

the vendor or contractor and may not include pricing information depending upon the situation.

“Request for Qualifications” (RFQ) – a document generally used for obtaining a summary of qualifications from prospective contractor or professional services. See also “request for proposal” (RFP) a document, generally utilized for soliciting competitive proposals or “request for price”. Then there are (RFQ or RFP) a document generally used for obtaining a summary of prices or quotes from prospective vendors of merchandise.

“Revised Code of Washington” (RCW) – the compilation of all permanent laws now in force for the State of Washington. It is a collection of Session Laws (enacted by the Legislature, and signed by the Governor, or enacted via the initiative process), arranged by topic, with amendments added and repealed laws removed. It does not include temporary laws such as appropriations acts. The official version of the RCW is published by the [Statute Law Committee](#) and the [Code Reviser](#).

“Sealed bids” – a bid which has been submitted in a sealed envelope to prevent its contents from being revealed before the deadline for the submission of all bids.

“Specifications” – a description of what the purchaser or lessor seeks to buy or accomplish and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a good or service and may also include a description of any requirements for inspecting, testing, or preparing a good or service item for delivery.

“Vendor” – provides goods.

“Vendor List” – firms or individuals who have requested placement on a roster and may be contacted or notified there is a need for supplies, materials, equipment or services and in which price is the primary basis for consideration when awarding.

# BENTON COUNTY PROCUREMENT PROCEDURES

## Procurement Procedures for Supplies, Materials, or Equipment

### State Contract

**\$No Limit**

- State website at [www.ga.wa.gov/Purchase/contracts.htm](http://www.ga.wa.gov/Purchase/contracts.htm)
- Type in keyword in search box to find product
- Purchase Order is Required
- Awarding Resolution is required for purchases over \$5,000

### Purchases less than

**\$999<sub>w/t</sub>**

- Section 2.0 of Policy
- Purchase made at department level
- County Officials shall establish dollar limits for employees in their department

### Purchases between

**\$1K-5K<sub>w/t</sub>**

- Section 2.0 of Policy
- Obtain (3) quotes
- Mgr's signed approval
- P.O. w/description
- Department maintains the quotes for audit purposes

### Purchases between

**\$5K-25K<sub>w/t</sub>**

- Section 2.2.2 of Policy
- Obtain (3) written quotes using the vendors list
- Board award via Resolution
- Identify vendor quotes on Resolution and attach quotes to Resolution

### Purchases more than

**\$25K<sub>w/t</sub>**

- Section 2.2.3 of Policy
- Prepare bid packet
- PA approval
- Invitation to bid
- Bid process
- Board award via Resolution

### Aggregate purchases more than

**\$25K<sub>w/t</sub>**

- Section 2.3.1 of Policy
- Prepare bid packet
- PA approval
- Invitation to bid
- Bid process
- Board award via Resolution

# BENTON COUNTY PUBLIC WORKS SERVICE CONTRACTS

## Procedures for Contracting for Public Works Projects

### On site services **Emergency**

- Make call for service
- Notify Supervisor/Admin.
- Check if blanket contract is on file.
- No blanket contract - award Resolution and contract within 2 wks
- 50% Retainage
- Prevailing Wage
- Bonding Letter
- Insurance

### Services less than **\$35K<sub>w/t</sub>**

- Section 3.4.1 of Policy
- Check if blanket contract is on file
- (3) written quotes strongly recommended
- Award Service Contract
- 50% Retainage
- Prevailing Wage
- Bonding Letter
- Insurance

### Services between **\$35K-40K<sub>w/t</sub>**

- Section 3.4.1 of Policy
- Check if blanket contract is on file
- (3) written quotes strongly recommended
- Award Service Contract
- 5% Retainage
- Prevailing Wage
- Performance Bond
- Labor & Material Bond
- Insurance
- File Notice of Completion w/State

### Services between **\$40K-150K<sub>w/t</sub>**

- Section 3.4.2 of Policy
- Request for Proposal
- Obtain (5) quotes from Small Works Roster
- Award Service Contract to lowest responsive bidder
- 5% Retainage
- Prevailing Wages
- Performance Bond
- Labor & Material Bond
- Insurance
- File Notice of Completion w/State

### Services between **\$150K-300K<sub>w/t</sub>**

- Section 3.4.2(2) of Policy
- Written Request for Proposal
- Obtain proposals from all appropriate contractors on Small Works Roster
- Bid Bond Recommended
- Award Service Contract to lowest responsive bidder
- 5% Retainage
- Prevailing Wage
- Performance Bond
- Labor & Material Bond
- Insurance
- File Notice of Completion w/State

### Services over **\$300K<sub>w/t</sub>**

- Section 5.0 of Policy
- Competitive bid process
- Legal ad required
- Public bid opening
- Award Service Contract to lowest responsive bidder
- 5% Retainage
- Prevailing Wage
- Performance Bond
- Labor & Material Bond
- Insurance
- File Notice of Completion w/State

| <b><u>AGENDA ITEM</u></b>   | <b><u>ACTION NEEDED</u></b>   | <b><u>DISCUSSION TYPE</u></b>  |
|---|---|--|
| <b>Meeting Date: 11 Sep 2012</b><br><b>Subject: BCD Assessment</b><br><b>Memo Date: 22 Aug 2012</b><br><b>Prepared By: AJF</b><br><b>Reviewed By:</b> | <b>Execute Contract</b><br><b>Pass Resolution X</b><br><b>Pass Ordinance</b><br><b>Pass Motion</b><br><b>None</b> | <b>Consent Agenda X</b><br><b>Public Hearing</b><br><b>1st Discussion</b><br><b>2nd Discussion</b><br><b>Other</b> |

**SUMMARY**

Regarding the special assessment to finance activities of the Benton Conservation District, the attached resolution follows and concludes the action taken by the Board of Commissioners during a public hearing at the Board's August 21st meeting in Prosser.

**FISCAL IMPACT**

The County Treasurer will collect a 20¢ per parcel fee to cover the costs of administering the collection of the special assessment, a total estimated to yield about \$13,000.

# # #

# RESOLUTION

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

**IN THE MATTER OF THE SPECIAL ASSESSMENT TO FINANCE ACTIVITIES OF THE BENTON CONSERVATION DISTRICT FOR NATURAL RESOURCES CONSERVATION**

**WHEREAS**, the natural resources of Benton County provide tremendous value to the citizens of Benton County including economic, recreational, aesthetic, and cultural opportunities; and

**WHEREAS**, it is the role of the Benton Conservation District to assist in the preservation of the diversity of natural resource uses in Benton County while preserving the integrity of those natural resources; and

**WHEREAS**, the proposed special assessment for natural resource conservation will be utilized by Benton Conservation District to assist in the implementation of their Annual and Long Range plans that carry-out activities and programs to conserve natural resources within the boundaries of the Benton Conservation District; and

**WHEREAS**, based on input from local stakeholders, lands in the Benton Conservation District were classified into suitable classifications according to the benefits conferred or to be conferred by the activities of the Benton Conservation District and for each such classification a per acre rate and per parcel rate of assessment was determined; and

**WHEREAS**, the Benton Conservation District advertised a public hearing by posting notice in five conspicuous places throughout Benton County and publishing notice once a week for two consecutive weeks in the *Tri-City Herald* and held the noticed hearing on this proposal on July 10, 2012 at the at the Richland Public Library in Richland; and

**WHEREAS**, at such public hearing, the Benton Conservation District informed the attendees of the proposed system of assessment for natural resource conservation and the proposed budget for the utilization of the funds proposed to be collected attached hereto as Attachments A and B ; and

**WHEREAS**, on July 11, 2012, the Benton Conservation District Board of Supervisors resolved via Resolution #2012-001 to pursue authorization by the Benton County Board of Commissioners a special assessment for 5 years on approximately 755,985 acres; and

**WHEREAS**, the Benton Conservation District completed its public process in seeking a special assessment for natural resource conservation per RCW 89.08.400 and on July 27, 2012 submitted to the Board of Benton County Commissioners a document entitled “Benton Conservation District – System of Assessment for Natural Resource Conservation”; and

**WHEREAS**, notice of a public hearing before the Benton County Board of Commissioners was given by posting notice in five conspicuous places throughout Benton County and publishing notice once a week for two consecutive weeks in the *Tri-City Herald* and *Prosser Record Bulletin*; and

**WHEREAS**, the Board of County Commissioners commenced a public hearing on August 21, 2012 and heard testimony both for and against the special assessment proposed by the Benton Conservation District. **NOW THEREFORE**,

**BE IT RESOLVED**, that based on the testimony received and the record before it, the Board of Benton County Commissioners finds that the public interest will be served by the imposition of the system of special assessment for natural resource conservation attached hereto as Attachments A and B; and

**BE IT FURTHER RESOLVED**, that based on the testimony received and the record before it, the Board of Benton County Commissioners further finds that it does not have the authority to impose the proposed special assessment against property owned by the federal government; and

**BE IT FURTHER RESOLVED**, that based on the testimony received and the record before it, the Board of Benton County Commissioners further finds that said special assessment on each parcel will not exceed the special benefit that such parcel receives or may receive from the activities of the Benton Conservation District; and

**BE IT FURTHER RESOLVED**, that based on the above the Benton County Board of Commissioners hereby approves and imposes a special assessment under the terms set forth on Attachment A for a period commencing January 1, 2013 and ending on December 31, 2017; and

**BE IT FURTHER RESOLVED**, the Benton Conservation District shall annually prepare the special assessment roll which implements the attached system of special assessment described above and that the assessment shall be spread on the tax rolls by the Benton County Assessor and collected by the Benton County Treasurer; and

**BE IT FURTHER RESOLVED**, that all revenue received from this assessment shall be deposited into Fund Number \_\_\_\_\_ for the benefit of the Benton Conservation District, less \$0.20 per parcel annually to cover the costs incurred by the County Treasurer in spreading and collecting the special assessments.

Dated this 11th day of September, 2012

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

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

cc: Assessor, Auditor, Prosecutor (Ozuna), Sustainable Development, Treasurer  
Benton Conservation District

### Recommended System of Assessment for Natural Resource Conservation

| Land Use Classifications | No. of Parcels | No. of Acres | Parcel Rate | Acre Rate | Estimated Total Assessment | Average Cost Per Parcel |
|--------------------------|----------------|--------------|-------------|-----------|----------------------------|-------------------------|
| Rangeland                | 734            | 85,884       | \$1.00      | \$0.010   | \$1,593                    | \$2.17                  |
| Dryland Agriculture      | 982            | 306,939      | \$2.50      | \$0.025   | \$10,128                   | \$10.31                 |
| Irrigated Agriculture    | 2,530          | 270,523      | \$2.50      | \$0.030   | \$14,441                   | \$5.71                  |
| Non-Ag Rural             | 13,550         | 45,670       | \$3.00      | \$0.010   | \$41,107                   | \$3.03                  |
| Urban                    | 48,469         | 46,969       | \$2.85      | \$0.010   | \$138,606                  | \$2.86                  |
| Totals                   | 66,265         | 755,985      |             |           | \$205,875                  |                         |

|                 |           |
|-----------------|-----------|
| Treasurer's Fee | \$13,253  |
| @ \$0.20/parcel |           |
| Net to BCD      | \$192,622 |

### Land Classification Descriptions

The land classification descriptions are based on the tax codes and parcel description codes found within the Benton County Assessors manatron database system.

| Land Classification   | Land Classification Definition  |
|-----------------------|---|
| Rangeland             | Assessor parcel description codes 101-Rangeland, 121-Rangeland OS, 102 Dry Pasture, 122 Dry Pasture OS, excluding those parcels falling within the boundaries of all incorporated cities and excluding properties owned by the federal government of the United States of America.  |
| Dryland Agriculture   | Assessor parcel description codes 103-Dry Agland, 123-Dry Agland OS, excluding those parcels falling within the boundaries of all incorporated cities and excluding properties owned by the federal government of the United States of America.   |
| Irrigated Agriculture | Assessor parcel description codes 104-Irrigated Pasture, 105-Irrigated Agland, 106-Irrigated Agland Circles, 107-Irrigated Agland Well, 124-Irrigated Pasture OS, 125-Irrigated Agland OS, 126-Irrigated Agland Circles OS, 127-Irrigated Agland Well, excluding those parcels falling within the boundaries of all incorporated cities and excluding properties owned by the federal government of the United States of America. |
| Non-Ag Rural          | All parcels falling outside the boundaries of all incorporated cities excluding those classified as Rangeland, Dryland Agriculture, or Irrigated Agriculture and excluding properties owned by the federal government of the United States of America.  |
| Urban                 | All lands within the boundaries of all incorporated cities excluding properties owned by the federal government of the United States of America. Specifically Assessor tax codes: B-1, B-4, K-0, K-1, K-7, K-18, K-24, P-1, R-1, R-2, R-3, R-5, R-6, W-1, and W-6 excluding properties owned by the federal government of the United States of America.   |

**District Program Benefits by Classification:**

| <b>Classification</b> | <b>Benefits of Current Programs &amp; Services</b>  | <b>Recommended Future Programs and/or Services &amp; Related Benefits</b>   |
|-----------------------|---|---|
| Range                 | <ul style="list-style-type: none"> <li>Local Work Group Representation for grazing land improvement cost share and local practice cost share, in range land area</li> <li>Cross fencing program for proper grazing, water quality improvement, habitat improvement</li> </ul>   | <ul style="list-style-type: none"> <li>Stock watering program for proper grazing, water quality improvement, habitat improvement</li> <li>Assistance with range improvement – pasture drill, aerator</li> </ul>   |
| Dryland               | <ul style="list-style-type: none"> <li>Field borders cost share</li> <li>Local Work Group Representation for Conservation tillage cost share and local practice cost share, suites of practices cost shared in dryland area</li> <li>Straw mulcher for erosion control (blow out areas)</li> <li>GPS auto guidance system cost share to reduce fertilizer and chemical applications</li> <li>Cost-share for no-till seeding</li> </ul>  | <ul style="list-style-type: none"> <li>No-till drill cost share for erosion control and air quality improvement</li> <li>Bio fuels programs</li> <li>Electrostatic pesticide applications</li> <li>CRP take out strategies or CRP re-enrollment</li> </ul>                        |
| Irrigated             | <ul style="list-style-type: none"> <li>Water conservation cost share program – increased irrigation efficiencies</li> <li>Implementation of the voluntary regional agreement with Columbia – Snake River Irrigators Association – providing for water rights based on water savings</li> <li>Straw mulcher for erosion control (blow out areas)</li> <li>Conservation Reserve Enhancement Program (CREP) cost share and lease for riparian buffer practices and improved habitat</li> <li>Local Work Group Representation for Irrigation efficiency cost share, and local practice cost share, suites of practices cost shared in irrigated area</li> <li>Livestock nutrient management plans and practice application</li> <li>Energy conservation programs</li> <li>Wildlife plantings</li> <li>Windbreak plantings</li> <li>WSDA crop mapping</li> </ul> | <ul style="list-style-type: none"> <li>Insectaries and IPM – pest control system to reduce pesticide risks</li> <li>Participation on Lower Yakima Valley Groundwater Management Area</li> <li>Implementation of Yakima Basin Integrated Water Resource Management Plan</li> </ul> |
| Non-Ag Rural          | <ul style="list-style-type: none"> <li>Irrigation water efficiency benefits</li> <li>Air quality benefits from wind erosion control through conservation practices</li> </ul>   | <ul style="list-style-type: none"> <li>Grazing management for small acreage parcel owners</li> <li>Animal waste management</li> </ul>   |

|              |   |  |
|--------------|---|--|
|              | <p>applied</p> <ul style="list-style-type: none"> <li>• Educational benefits</li> <li>• Work with Friends of Badger Mountain on conservation and recreation activities – provide equipment</li> <li>• Animal waste management programs for rural land owners</li> <li>• Heritage Gardens</li> <li>• Rotowiper</li> <li>• Farm planning for small acreage livestock systems</li> <li>• Yakima River Riparian habitat restoration activities cost share</li> <li>• Water star grass control activities</li> <li>• Salmon in the Classroom activities</li> <li>• Water on wheels education activities – water quality education program for schools</li> <li>• Wheat week education activities – systems educational activities for watersheds and wheatsheds</li> </ul> | <p>programs including composting and mortality management for rural land owners</p>  |
| <p>Urban</p> | <ul style="list-style-type: none"> <li>• Air quality benefits from wind erosion control through conservation practices applied</li> <li>• Irrigation water efficiency benefits</li> <li>• Educational benefits</li> <li>• Yakima River Riparian habitat restoration activities cost share</li> <li>• Water star grass control activities</li> <li>• Salmon in the Classroom activities</li> <li>• Water on wheels education activities – water quality education program for schools</li> <li>• Wheat week education activities – systems educational activities for watersheds and wheatsheds</li> <li>• Heritage Gardens</li> </ul>   | <ul style="list-style-type: none"> <li>• Use straw mulcher for paper mulch at solid waste (joint program)</li> <li>• Dust control activities with developers on construction sites – air quality improvement</li> <li>• Water efficiency programs starting with school district and parks, then urban water irrigators</li> <li>• Work with Amon Creek, Tapteal Greenway on conservation practice application</li> </ul> |

## Benton Conservation District Budget

|  | <b>Proposed<br/>2012</b> |
|--|--------------------------|
| <b>Income</b>                              |                          |
| Grants                                     |                          |
| 3331001 · NRCS 13-32-TA                    | \$ 9,000                 |
| 3331004 · Yakima Delta                     | \$ 5,000                 |
| 3331006 · SC RC&D                          | \$ 3,000                 |
| 3331051 · NFWF- 55.6%                      | \$ 4,540                 |
| 3331141 · 09-1527R (Fish Screens)          | \$ 1,500                 |
| 3671105 Wildhorse Heritage Garden          | \$ 3,000                 |
| 3340210 WSDA Crop Inventory                | \$ 5,000                 |
| 3340333 · State Conservation Commission    | \$ 222,343               |
| 3340690 · State Funds - NFWF               | \$ 3,625                 |
| 3380310 · Services to other Govt. Entities | \$ 15,000                |
| <b>Sub-total</b>                           | <b>\$ 272,008</b>        |
| Misc. Income                               |                          |
| 3611110 · Checking Interest                | \$ 50                    |
| 3611150 · Interest-WA Invesmt Pool         | \$ 500                   |
| 3611160 · Money Market Interest            | \$ 150                   |
| 3671100 · Private Grants, Gift Donations   | \$ 3,000                 |
| 3690001 · Landowner Contribution           | \$ 3,000                 |
| 3690010 · Miscellaneous Revenue            | \$ 750                   |
| 3810010 · Other Nonrevenue                 | \$ 1,000                 |
| <b>Sub-total</b>                           | <b>\$ 8,450</b>          |
| Assessment                                 |                          |
| 3370710 · District Assessment from County  | \$ 192,622               |
| <b>Sub-total</b>                           | <b>\$ 192,622</b>        |
| <b>Total Income</b>                        | <b>\$ 473,080</b>        |
| <b>Expense</b>                             |                          |
| 531.10 · Salaries & Wages                  | \$ 89,911                |
| 5311820 · Personnel Benefits               | \$ 21,747                |
| 5311831 · Office & Oper Supplies           | \$ 17,000                |
| 5311832 · Fuel                             | \$ 2,500                 |
| 5311835 · Tools & Equipment                | \$ 12,500                |
| 5311841 · Professional Services            | \$ 4,000                 |
| 5311842 · Communication                    | \$ 8,500                 |
| 5311843 · Travel                           | \$ 12,500                |
| 5311844 · Advertising                      | \$ 1,500                 |
| 5311845 · Rentals & Leases                 | \$ 16,500                |
| 5311846 · Insurance                        | \$ 3,500                 |
| 5311847 · Utilities                        | \$ 1,650                 |
| 5311848 · Repairs & Maintenance            | \$ 1,200                 |
| 5311849 · Miscellaneous                    | \$ 7,500                 |
| 5311851 · Intergov Service-Training etc.   | \$ 6,500                 |
| 5311864 · Machinery & Equipment            | \$ 15,000                |
| 5983151 · Intergovernmental Prof Services  | \$ 80,000                |
| 5983152 · Intergov Pymt other gov funds    | \$ 1,200                 |
| 5989600 · Cost Share/Incentive Programs    | \$ 165,000               |
| 5810010 · Other Nonexpenditures            | \$ 1,000                 |
| <b>Total Expense</b>                       | <b>\$ 469,208</b>        |



September 11, 2012

Benton Franklin Fair Association  
1500 South Oak Street  
Kennewick, Washington 99337

Re: 2012 Benton Franklin Fair and Rodeo

Dear Manager Lancaster, President Elliot, and Fair Association Board of Directors:

The Board of Commissioners would like to congratulate you on another successful staging of the Benton Franklin Fair and Rodeo in August.

We are all happy that the weather was very cooperative this year! No excessive wind, rain, or heat to contend with. The conditions were ripe to bolster daily attendance, and we hope that your ticket counts will find it to be one of the best attended Fairs on record.

Commissioners and staff heard a lot of positive feedback over the course of Fair Week. Compliments on the conditions of the Fairgrounds and how infrastructure and maintenance are improving were great to receive. We thank the Fair Association for your hand in this upward trajectory, and for working so well with our Facilities and Fairgrounds staff. We are looking forward to getting the Fairgrounds Improvement Board up and running this fall, which will help us continue to align project priorities for the Fairgrounds so that it is not only a top-notch facility for the annual fair, but also an attractive year round venue that supports recreation and tourism in the community.

Thank you again for all of your planning and hard work.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

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Jim Beaver, Chairman

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Leo Bowman

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Shon Small

| <u>AGENDA ITEM</u> |                      | <u>TYPE OF ACTION NEEDED</u> |              |
|--------------------|----------------------|------------------------------|--------------|
| Meeting Date:      | <u>9-11-12</u>       | Execute Contract             | _____        |
| Subject:           | <u>Neopost Lease</u> | Pass Resolution              | <u>  X  </u> |
| Prepared by:       | Jacki Lahtinen       | Pass Ordinance               | _____        |
| Reviewed by:       | Judge Joe Burrowes   | Pass Motion                  | _____        |
|                    |                      | Other                        | <u>  X  </u> |
|                    |                      | Consent Agenda               | <u>  X  </u> |
|                    |                      | Public Hearing               | _____        |
|                    |                      | 1st Discussion               | _____        |
|                    |                      | 2nd Discussion               | _____        |
|                    |                      | Other                        | _____        |

**BACKGROUND INFORMATION**

Benton County District Court wishes to enter into an equipment lease agreement based off the State Contract #06907 for postage equipment with Neopost Leasing.

**SUMMARY**

Amount not to exceed \$205.00 per month for 60 months including service agreement.

**RECOMMENDATION**

Approve the proposed lease agreement and sign the resolution to accept the proposed lease agreement

**FISCAL IMPACT**

There is no impact on the current expense budget, funds for postage equipment has already been established in the 2011-2012 budget.

**MOTION**

To approve signing an equipment lease agreement between Neopost Leasing and Benton County District Court.

# RESOLUTION

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

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR POSTAGE AND MAIL PROCESSING EQUIPMENT INCLUDING SERVICE PLAN FROM NEOPOST LEASING FOR THE BENTON COUNTY DISTRICT COURT.

WHEREAS, the Benton County District Court wishes to enter into an equipment lease agreement based off the State Contract #06907 for postage equipment; and

WHEREAS, District Court has researched postage equipment available through Washington State Contract #06907 which provides postage equipment leases to local government agencies on very favorable terms and at very competitive rates; and

WHEREAS, after reviewing the available makes and models, it has been determined that Neopost Model IS460-10 best meets the needs of the Benton County District Court; **NOW, THEREFORE,**

**BE IT RESOLVED,** that the Chairman of the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the Lease Agreement with Neopost Leasing, incorporating the terms of Washington State Contract #06907 in the lease of (1) Model IS460-10 for a period of 60 months at the rate of \$205.00 per month including 60 month service plan, scale and meter head; and

**BE IT FURTHER RESOLVED,** the Board of Benton County Commissioners hereby authorizes the Benton County District Court Administrator to sign as “Eligible Entity” when said items are received.

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

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

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board



**OFF22 Multi-State Postage and Mail Processing Equipment, Accessories, Services and Supplies  
Equipment Confirmation Form**

This form **must** be used and attached to each equipment lease, purchase, service or rental encumbrance document to confirm the selection of equipment covered under the Statewide Contract Number OFF22 on file at OSD. All of the terms and conditions of the Statewide Contract, OFF22 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form, which conflict with the terms of the OFF22 Statewide Contract shall be considered to be superseded and void unless contained in the Participating Addendum reference below. Eligible Entities are only required to sign this confirmation form. This form is **optional** for all supply purchases.

**Purchase Order/Encumbrance Number:** 06907 *(The Participating Addendum between Washington state & Contractor is also incorporated by reference)*  
**Fiscal Year:** 2010  
**Resolution Number:**

|  |   |  |
|--|---|--|
| <b>Eligible Entity:</b><br>Benton County District Court  | <b>Contractor Lease Name:</b> Neopost Leasing   |  |
| <b>Contact Person:</b><br>Jacki Lahtinen   | <b>Contractor Purchase, Service or Meter Head Name:</b>   |  |
| <b>Phone:</b> 509-735-8476 ext. 3255<br><b>E-Mail:</b> Jacki.Lahtinen@co.Benton.wa.us<br><b>Fax:</b> 509-736-3069  | <b>Contact Person:</b> Stacey Graham<br><b>Phone:</b> 713-690-0635<br><b>E-Mail:</b> s.graham@neopost.com<br><b>Fax:</b> 832-553-7337   |  |
| <b>Entity Billing Address:</b><br>Benton County District Court<br>7122 W Okanogan Blvd. A<br>Kennewick, WA. 99334<br><b>Contact:</b> DIXIE JANISW<br><b>Phone:</b> 509-735-8476 ext. 3248  | <b>Contractor Lease Remit Address:</b><br>PO BOX 45822<br>San Francisco CA 94145  | <b>Contractor Purchase, Service or Meter Head Remit Address:</b> |
| <b>Delivery Address:</b> (If different from Billing Address Above)<br>(Multiple Address and Contact Information Entity must attached the appropriate information to the form)<br><br><b>Contact:</b><br><b>Phone:</b>  | <b>Lease FEIN/Vendor Code Number #</b>  | <b>Purchase, Service or Meter Head FEIN/Vendor Code Number #</b> |
| <b>Check off the applicable box for equipment type and Maintenance Plan and number of years after warranty period:</b><br><input checked="" type="checkbox"/> New Equipment<br>Service Term after Warranty Period;<br><input checked="" type="checkbox"/> Warranty <input type="checkbox"/> 2 <sup>nd</sup> Year <input type="checkbox"/> 3 <sup>rd</sup> Year <input type="checkbox"/> 4 <sup>th</sup> Year <input type="checkbox"/> 5 <sup>th</sup> Year<br><br><input checked="" type="checkbox"/> 4 Hour <input type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour<br><input type="checkbox"/> Plan A Yearly Service with applicable response time<br><input type="checkbox"/> 4 Hour <input type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour<br><input type="checkbox"/> New B Time and Material with applicable response time<br><input type="checkbox"/> 4 Hour <input type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour | <b>Check off the applicable box for equipment sub-category:</b><br><input checked="" type="checkbox"/> Term Lease # Months <u>60</u><br><input checked="" type="checkbox"/> Meter Head Term Lease # Months <u>60</u><br><input type="checkbox"/> Rental (Not to exceed 6 months)<br><input type="checkbox"/> Purchase (Optional)<br><br><b>Check off the applicable box for equipment sub-category:</b><br><input checked="" type="checkbox"/> Category 1<br><input type="checkbox"/> 2A <input type="checkbox"/> 2B <input type="checkbox"/> 2C <input type="checkbox"/> 2D <input type="checkbox"/> 2E <input type="checkbox"/> 2F <input type="checkbox"/> 2G <input type="checkbox"/> 2H<br><br><b>Purchase, Lease and Service Billing Options:</b><br><input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly<br><br><b>Service Plan A</b><br><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly |  |

equipment based upon the monthly volumes indicated within the OFF22 terms and conditions upon installation and training.

| Equipment Model Number | Equipment/Accessory Description (E.G. Digital Postage Equipment) | Quantity | Purchase Price Or Monthly Lease Or Rental Equipment Cost | Number Of Lease Or Rental Months | Trade-In Value | Net Total Lease, Purchase Or Rental Equipment Costs | Service Plan Selected With Applicable Net Rate Per Unit/Each | Net Total Cost For Service |
|------------------------|--|----------|--|----------------------------------|----------------|---|--|----------------------------|
| S460-10                | POSTAGE MACHINE  | 1        | \$87.76  | 60                               | 0              | \$87.76   | 4 HR   | \$40.44                    |
| SWP10                  | 10 LB SCALE  | 1        | \$21.80  | 60                               | 0              | \$21.80   | 4HR  | 0                          |
| S460AI                 | METER HEAD + RATES   | 1        | \$55.00  | 60                               | 0              | \$55.00   | 4 HR   | 0                          |
| <b>GRAND TOTAL</b>     |  |          |  |                                  |                |   | <b>\$205.00 PER MONTH</b>                                    |                            |

Special Instructions/Additional Information (e.g. equipment model traded, software license information, lease document information for contractor tracking purposes only, supplies exchanged):

Eligible Entity and Contractor signatures below acknowledge ONLY that the equipment order has been placed pending delivery, installation, start-up supplies and training.

ELIGIBLE ENTITY:  
 X \_\_\_\_\_  
 (Signature)  
 NAME: \_\_\_\_\_  
 (Print)  
 TITLE: \_\_\_\_\_  
 X DATE: \_\_\_\_\_

CONTRACTOR:  
 X \_\_\_\_\_  
 (Signature)  
 NAME: Wayne Alexander  
 (Print)  
 TITLE: President  
 DATE: \_\_\_\_\_

Eligible Entity and Contractor signatures below acknowledge completion of the four (4) items below to the Eligible Entities satisfaction in addition to the payment start and termination dates.

Eligible Entity must check off all four (4) items below acknowledging completion prior to final approval.

- 1) Equipment delivered undamaged from the Contractor.
- 2) Received one (1) complete set of supplies based upon the monthly volumes within the OFF22 terms and conditions.
- 3) Equipment is installed and operational.
- 4) Received initial satisfactory training from the Contractor.

Lease, Rental or Purchase payment terms do not begin until the appropriate items above have been approved by the Eligible Entity.

|  |   |
|--|---|
| <b>Payment Start Date of this Lease, Purchase or Rental Agreement:</b><br>Month _____ Day _____ Year _____ | <b>Payment Termination Date of this Lease, Purchase or Rental Agreement</b><br>Month _____ Day _____ Year _____ |
|--|---|

ELIGIBLE ENTITY:  
 X \_\_\_\_\_  
 (Signature)  
 NAME: \_\_\_\_\_  
 (Print)  
 TITLE: \_\_\_\_\_  
 X DATE: \_\_\_\_\_

CONTRACTOR:  
 X: \_\_\_\_\_  
 (Signature)  
 NAME: \_\_\_\_\_  
 (Print)  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Form Revision Date: December 6, 2011

Approved: \_\_\_\_\_  
 for \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Contract Amendment w/Educational Service District 123 for Substance Abuse Treatment Services

| <u>AGENDA ITEM</u>  | <u>TYPE OF ACTION NEEDED</u>  |  |  |
|---|---|--|--|
| <b>Meeting Date:</b><br><br><b>Subject:</b><br>Amendment #11/13-SA-ESD-02<br><b>Prepared by:</b><br>Maria Loera, Sr. Secretary-DHS<br><b>Reviewed by:</b><br>Ed Thornbrugh, Administrator-DHS | <b>Execute Amendment</b> <input checked="" type="checkbox"/><br><b>Pass Resolution</b> <input checked="" type="checkbox"/><br><b>Pass Ordinance</b> _____<br><b>Pass Motion</b> _____<br><b>Other</b> _____ |  | <b>Consent Agenda</b> <input checked="" type="checkbox"/><br><b>Public Hearing</b> _____<br><b>1st Discussion</b> _____<br><b>2nd Discussion</b> _____<br><b>Other</b> _____ |

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Educational Service District 123, to provide substance abuse treatment services to low income and Title 19 clients.

The purpose of this amendment is to amend Section 4.2, Statement of Work and Section 4.6, Youth Services, of the underlying agreement.

The amendment process was initiated when Department of Social and Health Services, Division of Behavioral Health and Recovery provided a copy of the amendment for legal review on June 4, 2012; resulting in the delay of execution.

**SUMMARY**

**Award:** Fee-For-Service  
**Period:** June 1, 2012 through June 30, 2013  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this amendment is provided by the Department of Social and Health Services, Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Amendment #11/13-SA-ESD-02 with Educational Service District 123, and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

**BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTING AMENDMENT #11/13-SA-ESD-02 TO AMEND SECTION 4.2, STATEMENT OF WORK AND SECTION 4.6, YOUTH OUTPATIENT SERVICES, OF THE UNDERLYING AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND EDUCATIONAL SERVICE DISTRICT 123, PREVIOUSLY APPROVED BY BENTON COUNTY RESOLUTION NO. 11-738 AND FRANKLIN COUNTY RESOLUTION NO. 2011-415**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Educational Service District 123, to provide substance abuse treatment services to low income and Title 19 clients; and

**WHEREAS**, the purpose of this amendment is to amend Section 4.2, Statement of Work and Section 4.6, Youth Services, of the underlying agreement; and

**WHEREAS**, the amendment process was initiated when Department of Social and Health Services, Division of Behavioral Health and Recovery provided a copy of the amendment for legal review on June 4, 2012; resulting in the delay in execution; NOW, THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #11/13-SA-ESD-02 with Educational Service District 123, to continue to provide substance abuse treatment services for the 2011-2013 biennium for a consideration amount of Fee For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached amendment commences on June 1, 2012 and shall expire on June 30, 2013.

Dated this.....day of ....., 2012

Dated this.....day of ....., 2012

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Amendment #11/13-SA-ESD-02**

This Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and Educational Service District 123, a governmental entity, with its principal offices at 3918 W Court Street, Pasco, WA 99301, (hereinafter "Contractor").

Counties Contact Information:

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl. Suite 201  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

Contractor Contact Information:

Bruce Hawkins, Superintendent  
Educational Service District 123  
3918 W Court Street  
Pasco, WA 99301  
Phone: 509.544.5761  
Fax: 509.509.3328

Is the Contractor a subrecipient for purposes of this Agreement..... Yes

CFDA Number (Federal Block Grant Funding)..... #93.959

Title: Block Grants for Prevention and Treatment of Substance Abuse  
Name of Grant: Substance Abuse Prevention and Treatment (SAPT) Block Grant  
Grantor: DSHS Division of Behavioral Health and Recovery (DBHR)

Amendment Start Date..... June 1, 2012

Amendment End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013

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

Consideration ..... Fee-For-Service

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

For the Contractor:

  
\_\_\_\_\_

Title: Superintendent Date 8/23/12

For Benton County

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

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

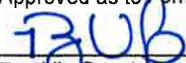
For Franklin County

\_\_\_\_\_  
Franklin County Commissioners Date

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

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

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

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

| <u>AGENDA ITEM</u>   | <u>TYPE OF ACTION NEEDED</u>  |  |   |  |
|--|---|--|---|--|
| <b>Meeting Date:</b><br><br><b>Subject:</b><br><u>DSHS Contract Number: 1163-38493,</u><br><u>Amendment No. 01</u><br><b>Prepared by:</b><br>Maria Loera, Sr. Secretary-DHS<br><b>Reviewed by:</b><br>Ed Thornbrugh, Administrator-DHS | <b>Execute Amendment</b> <u>  X  </u><br><b>Pass Resolution</b> <u>  X  </u><br><b>Pass Ordinance</b> <u>      </u><br><b>Pass Motion</b> <u>      </u><br><b>Other</b> <u>      </u> |  | <b>Consent Agenda</b> <u>  X  </u><br><b>Public Hearing</b> <u>      </u><br><b>1st Discussion</b> <u>      </u><br><b>2nd Discussion</b> <u>      </u><br><b>Other</b> <u>      </u> |  |

**BACKGROUND INFORMATION**

Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery would like to amend DSHS Contract Number: 1163-38493 with Benton and Franklin Counties Department of Human Services for Residential Substance Abuse Treatment (RSAT).

The purpose of the amendment is to increase funds to support the acquisition of training materials designed to improve the delivery of RSAT services; extend the end date of the contract to September 30, 2012; increase funds to deliver additional RSAT services; adjust the contractor's match requirement amount; amend Section 6, Consideration and Section 8, Funding Match Requirement.

The amendment process was initiated when DSHS, Division of Behavioral Health and Recovery provided a copy of the amendment for legal review on August 20, 2012; resulting in the delay of execution.

**SUMMARY**

**Award:** Total maximum contract amount \$107,831.00  
**Period:** July 1, 2012 through September 30, 2012  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this amendment is provided by the Department of Social and Health Services, Division of Behavioral Health and Recovery. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a total maximum contract amount of \$107,831.00.

**MOTION**

To approve signing DSHS Contract Number: 1163-38493, Amendment No. 01 with Department of Social and Health Services, Division of Behavioral Health and Recovery, and to authorize the Chair to sign of behalf of the Board.



\_\_\_\_\_  
Signature

# RESOLUTION

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

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

**RE: IN THE MATTER OF EXECUTING DSHS CONTRACT NUMBER: 1163-38493, AMENDMENT NO.1 FOR RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT), BETWEEN DEPARTMENT OF SOCIAL AND HEALTH SERVICES, DIVISION OF BEHAVIORAL HEALTH AND RECOVERY, AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, PREVIOUSLY APPROVED BY BENTON COUNTY RESOLUTION NO. 11-705**

**WHEREAS**, Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery would like to amend DSHS Contract Number: 1163-38493 with Benton and Franklin Counties Department of Human Services for Residential Substance Abuse Treatment (RSAT); and

**WHEREAS**, the purpose of the amendment is to increase funds to support the acquisition of training materials designed to improve the delivery of RSAT services; and

**WHEREAS**, the amendment also serves to extend the end date of the contract to September 30, 2012; increase funds to deliver additional RSAT services; adjust the contractor's match requirement amount; amend Section 6, Consideration and Section 8, Funding Match Requirement; and

**WHEREAS**, all other terms and conditions of the contract remain in full force and effect; and

**WHEREAS**, the amendment process was initiated when DSHS, Division of Behavioral Health and Recovery provided a copy of the amendment for legal review on August 20, 2012; resulting in the delay of execution; NOW, THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, DSHS Contract Number: 1163-38493, Amendment No. 01 with Department of Health and Social Services, Division of Behavioral Health and Recovery for Residential Substance Abuse Treatment (RSAT), for a total maximum contract amount of \$107,831.00; and

**BE IT FURTHER RESOLVED**, the term of the attached amendment commences on July 1, 2012 and expires on September 30, 2012.

Dated this.....day of ....., 2012

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

\_\_\_\_\_  
Member

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

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



**CONTRACT AMENDMENT**  
**Residential Substance Abuse Treatment**

DSHS CONTRACT NUMBER:  
1163-38493  
  
Amendment No. 01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number  
  
Contractor Contract Number

|   |  |   |   |
|---|--|---|---|
| CONTRACTOR NAME<br>Benton County  |  | CONTRACTOR doing business as (DBA)                          |   |
| CONTRACTOR ADDRESS<br>Department of Human Services<br>7102 West Okanogan Place, Suite 201<br>Kennewick, WA 99336- |  | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)<br>035-000-971 | DSHS INDEX NUMBER<br>1122                                       |
| CONTRACTOR CONTACT<br>Joel Chavez   | CONTRACTOR TELEPHONE<br>(509) 783-5284 | CONTRACTOR FAX<br>(509) 783-5981                            | CONTRACTOR E-MAIL ADDRESS<br>joelc@gov.wa.co.benton-franklin.us |

|   |   |                                 |
|---|---|---------------------------------|
| DSHS ADMINISTRATION<br>Aging and Disability Services Administration | DSHS DIVISION<br>Division of Behavioral Health and Recovery | DSHS CONTRACT CODE<br>1000CC-63 |
|---|---|---------------------------------|

|   |  |
|---|--|
| DSHS CONTACT NAME AND TITLE<br>Earl Long<br>Program Manager | DSHS CONTACT ADDRESS<br>4500 10th Avenue SE<br><br>Lacey, WA 98503 |
|---|--|

|  |                                    |  |
|--|------------------------------------|--|
| DSHS CONTACT TELEPHONE<br>(360) 725-9985 | DSHS CONTACT FAX<br>(360) 586-0341 | DSHS CONTACT E-MAIL ADDRESS<br>earl.long@dshs.wa.gov |
|--|------------------------------------|--|

|   |                        |
|---|------------------------|
| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?<br>No | CFDA NUMBERS<br>16.593 |
|---|------------------------|

|                                    |                                 |
|------------------------------------|---------------------------------|
| AMENDMENT START DATE<br>07/01/2012 | CONTRACT END DATE<br>09/30/2012 |
|------------------------------------|---------------------------------|

|  |   |   |
|--|---|---|
| PRIOR MAXIMUM CONTRACT AMOUNT<br>\$94,890.00 | AMOUNT OF INCREASE OR DECREASE<br>\$12,941.00 | TOTAL MAXIMUM CONTRACT AMOUNT<br>\$107,831.00 |
|--|---|---|

REASON FOR AMENDMENT:  
CHANGE OR CORRECT MAXIMUM CONTRACT AMOUNT

**ATTACHMENTS.** When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:  
 Additional Exhibits (specify):

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

|                                  |  |             |
|----------------------------------|--|-------------|
| Benton County Commissioner Chair | Printed Name and Title<br>James Beaver, Chair<br>Benton County Commissioners | Date Signed |
|----------------------------------|--|-------------|

|                |   |             |
|----------------|---|-------------|
| DSHS Signature | Printed Name and Title<br>Eric Crawford, Senior Contracts Manager | Date Signed |
|----------------|---|-------------|

|  |  |
|--|--|
| Approved as to form:<br>                                     | Approved as to form:<br>                       |
| Ryan J Lukson<br>Benton County Prosecuting Attorney's Office | Ed Thornbrugh<br>Administrator, Human Services |

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. The purpose of this amendment is to:
  - a. Increase funds to support the acquisition of training materials designed to improve the delivery of RSAT services;
  - b. Extend the end date of the contract to September 30, 2012 to provide additional RSAT services to clients;
  - c. Increase funds to deliver additional RSAT services to clients; and
  - d. Adjust the contractor's match requirement amount.
2. Training materials must be purchased no later than August 31, 2012. Materials purchased after this date are not eligible for reimbursement. Billing documents shall include invoices for all materials purchased, not to exceed \$5,041. The source of funds for the increase is from the Department of Justice, Bureau of Justice Assistance, through Department of Commerce (contract #1261-52303). The CFDA # is 16.593.
3. Section 6, Consideration, is changed as follows:

Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is increased by \$12,941 to \$107,831. Of this increase \$7,900 is added for RSAT services.

  6. a. The Department shall pay a monthly set rate of \$7,900, except for the final payment which will be \$7,990 (for the month of September, 2012).
4. Section 8, Funding Match Requirement, is increased by \$2,823 to \$34,297.

All other terms and conditions of this Contract remain in full force and effect.

| <u>AGENDA ITEM</u>   | <u>TYPE OF ACTION NEEDED</u>   |  |   |
|--|--|--|---|
| <b>Meeting Date:</b><br><br><b>Subject:</b><br>Agreement #12/13-DD-CDC-00 with Children's Developmental Center<br><b>Prepared by:</b><br>Maria Loera, Sr. Secretary-DHS<br><b>Reviewed by:</b><br>Ed Thornbrugh, Administrator-DHS | <b>Execute Contract</b> <u>  X  </u><br><b>Pass Resolution</b> <u>  X  </u><br><b>Pass Ordinance</b> _____<br><b>Pass Motion</b> _____<br><b>Other</b> _____ |  | <b>Consent Agenda</b> <u>  X  </u><br><b>Public Hearing</b> _____<br><b>1st Discussion</b> _____<br><b>2nd Discussion</b> _____<br><b>Other</b> _____ |

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to re-contract with Children's Developmental Center to provide developmental disabilities services for clients in Benton and Franklin Counties.

The agreement process was initiated on June 18, 2012; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DD County Services on June 8, 2012.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2012 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Agreement #12/13-DD-CDC-00 with Children's Developmental Center, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

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

**BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-CDC-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently contracts with Children's Developmental Center to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to re-contract with Children's Developmental Center for a term commencing July 1, 2012 and expiring on June 30, 2013; and

**WHEREAS**, the Agreement process was initiated on June 18, 2012; the delay in execution is a result of the legal review process, and the State releasing the County Program Agreement for DDD County Services on June 8, 2012; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #12/13-DD-CDC-00 with Children's Developmental Center to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this ..... day of ..... 2012.

Dated this ..... day of .....2012.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #12/13-DD-CDC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Children's Developmental Center**, an independent non-profit entity, with its principal offices at 1549 Georgia Avenue SE, Suite A, Richland, WA 99352 (hereinafter "Contractor").

**Counties Contact Information:**  
Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

**Contractor Contact Information:**  
Cathy Tames, Executive Director  
Children's Developmental Center  
1549 Georgia Ave. SE, Suite A  
Richland, WA 99352  
Phone: 509.735.1062 / Fax: 509.737.8492  
E-Mail: cathyt@childrensdc.org

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

Agreement Start Date ..... July 1, 2012

Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013

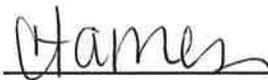
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement  
Exhibit "A" – Data Security Requirements

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

For the Contractor:

 \_\_\_\_\_

Title: Ex. Director Date: 8/22/12

For Benton County:

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

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

For Franklin County:

\_\_\_\_\_  
Franklin County Commissioners Date

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

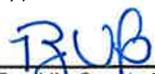
Approved as to Content:

Approved as to Form:

Approved as to Form:

  
Department of Human Services

  
Benton County Prosecutor's Office

  
Franklin County Prosecutor's Office

|   |   |   |
|---|---|---|
| <b>AGENDA ITEM:</b> Consent<br><b>MEETING DATE:</b> B/C 09-11-12 F/C 09-19-12<br><b>SUBJECT:</b> Contract for State Funds for the CASA volunteers caseload standards for dependency matters IAA13025<br><b>Prepared By:</b> Toni Lehman<br><b>Reviewed By:</b> Sharon Paradis | <b>TYPE OF ACTION NEEDED</b><br>Executive Contract <u>XX</u><br>Pass Resolution <u>XX</u><br>Pass Ordinance<br>Pass Motion<br>Other | CONSENT AGENDA <u>xx</u><br>PUBLIC HEARING<br>1ST DISCUSSION<br>2ND DISCUSSION<br>OTHER |
|---|---|---|

**BACKGROUND**

The State of Washington, Administrative Office of the Courts (AOC) has contracted with the Benton-Franklin Counties Juvenile Justice Center for many years to provide Court Appointed Special Advocate (CASA) representation to dependent youth of Benton and Franklin Counties.

**SUMMARY**

The purpose of Interagency Agreement NO. IAA13025 is to increase the number of children served by court-appointed special advocates in dependency matters or reduce the average caseload of volunteers to the recommended CASA standards for the biennium period of July 1, 2012 through June 30, 2013. The new agreement was not received until August 23, 2012 and is backdated to July 1, 2012 so that services are not interrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2012.

**RECOMMENDATION:**

I recommend that the Boards of County Commissioners approve the Resolution Authorizing their Chair to sign the Interagency Agreement for the period commencing July 1, 2012 and completed on June 30, 2013.

**FISCAL IMPACT:**

This is a Grant whereby we are reimbursed for services rendered. The Juvenile Justice Center will be reimbursed a maximum of \$108,954.00 for costs incurred during the period of performance.

**MOTION:**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Interagency Agreement IAA13025 between the State of Washington, Administrative Office of the Courts (AOC) and the 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 INTERAGENCY AGREEMENT IAA13025 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the Interagency Agreement IAA13025 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented.

**WHEREAS**, the new agreement was not received until August 23, 2012 and is backdated to July 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2012.

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, herby concurs with the Administrator and approves the interagency agreement between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington, Administrative Office of the Courts.

**BE IT FURTHER RESOLVED**, the Juvenile Justice Center will be reimbursed a maximum of \$108,954.00 for costs incurred during the period of performance.

**BE IT FURTHER RESOLVED**, the agreement is July 1, 2012 and expires on June 30, 2013.

DATED this 11<sup>st</sup> day of September 2012

**BENTON COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

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

**ATTEST:**

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

DATED this 19<sup>th</sup> day of September 2012

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

**ATTEST:**

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

**INTERAGENCY AGREEMENT IAA13025**  
**between**  
**THE STATE OF WASHINGTON**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**and**  
**BENTON/FRANKLIN COUNTY JUVENILE COURTS**

**THIS AGREEMENT** is made and entered into by and between the State of Washington Administrative Office of the Courts, hereinafter referred to as "AOC," and Benton/Franklin County Juvenile Courts, hereinafter referred to as the "COURT."

**IT IS THE PURPOSE OF THIS AGREEMENT** for the COURT to increase the number of children served by court-appointed special advocates (CASA's) in dependency matters or to reduce the average caseload of volunteers to recommended CASA standards.

Funds received by the COURT under this agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

**STATEMENT OF WORK**

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA program to serve juvenile dependency cases. The COURT will ensure that the CASA program and CASA volunteers comply with the statutory requirements contained in RCW 13.34.100 and 102. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers. The format of the report will be that provided in Exhibit A. Reports are due as follows:

| <b>Period</b>       | <b>Report Due</b> |
|---------------------|-------------------|
| 07/01/12 - 12/31/12 | 01/10/13          |
| 01/01/13 - 06/30/13 | 07/10/13          |

**PERIOD OF PERFORMANCE**

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2012 regardless of the date of execution and it shall end on June 30, 2013, except for any remaining obligations of the Court as may exist or if terminated sooner as provided herein.

**PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$108,954**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement. The Court shall maintain sufficient backup documentation of direct costs expenses under this agreement. All indirect costs must be applied at a rate that is set forth and supported by either:

|   |                              |                          |
|---|------------------------------|--------------------------|
| <b>AGENDA ITEM:</b> Consent   | <b>TYPE OF ACTION</b>        |                          |
| <b>MEETING DATE:</b> B/C 09-11-12 F/C 09-19-12  | <b>NEEDED</b>                | CONSENT AGENDA <u>xx</u> |
| <b>SUBJECT:</b> Truancy Contract for Finley School District for 2012 2013 School Year | 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 State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2012 through June 30, 2013), the Finley School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2012, through July 31, 2013.

**SUMMARY**

Finley has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements. The Fee for Service Contract was not received back from the Finley School District until August 23, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**RECOMMENDATION**

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

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Finley School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$135.00.

**MOTION**

**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 FEE FOR SERVICE CONTRACT  
BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND  
FINLEY SCHOOL DISTRICT, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Finley School District and Benton-Franklin Juvenile Justice Center be approved as presented. The Fee for Services Contract was not received back from the Finley School District until August 23, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, hereby concurs with the Administrator of the Juvenile Court.

**BE IT FURTHER RESOLVED**, The maximum amount payable by the Finley School District to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$135.00; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on September 1, 2012 and expires on July 31, 2013; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Fees for Services Contact.

**DATED** this 11<sup>th</sup> day of September 2012.

**BENTON COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

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

**ATTEST:**

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

**DATED** this 19<sup>th</sup> day of September 2012.

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

**ATTEST:**

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

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

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

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2012, through July 31, 2013, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

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

|  |                              |                          |
|--|------------------------------|--------------------------|
| <b>AGENDA ITEM:</b> Consent  | <b>TYPE OF ACTION</b>        |                          |
| <b>MEETING DATE:</b> B/C 09-11-12 F/C 09-19-12   | <b>NEEDED</b>                | CONSENT AGENDA <u>xx</u> |
| <b>SUBJECT:</b> Truancy Contract for Prosser School District for 2012 2013 School Year | 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 State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2012 through June 30, 2013), the Prosser School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2012, through July 31, 2013.

**SUMMARY**

Prosser has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements. The Fee for Service Contract was not received back from the Prosser School District until August 23, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**RECOMMENDATION**

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

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Prosser School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$4,285.00.

**MOTION**

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

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF AWARDING THE FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PROSSER SCHOOL DISTRICT, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Prosser School District and Benton-Franklin Juvenile Justice Center be approved as presented. The Fee for Services Contract was not received back from the Prosser School District until August 23, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, hereby concurs with the Administrator of the Juvenile Court.

**BE IT FURTHER RESOLVED**, The maximum amount payable by the Prosser School District to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$4,285.00; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on September 1, 2012 and expires on July 31, 2013; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Fees for Services Contact.

**DATED** this 11<sup>th</sup> day of September 2012.

**BENTON COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

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

**ATTEST:**

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

**DATED** this 19<sup>th</sup> day of September 2012.

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

**ATTEST:**

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

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
JACQUELINE STAM  
Court Commissioners

### FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

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

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2012, through July 31, 2013, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

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

|  |  |   |
|--|--|---|
| <b>AGENDA ITEM:</b> Consent  | <b>TYPE OF ACTION</b>                  | CONSENT AGENDA <u>xx</u><br>PUBLIC HEARING<br>1ST DISCUSSION<br>2ND DISCUSSION<br>OTHER |
| <b>MEETING DATE:</b> B/C 09-11-12 F/C 09-19-12   | <b>NEEDED</b>                          |   |
| <b>SUBJECT:</b> Truancy Contract for Kennewick School District for 2012 2013 School Year | Executive Contract <u>xx</u>           |   |
| <b>Prepared By:</b> Toni Lehman  | Pass Resolution <u>xx</u>              |   |
| <b>Reviewed By:</b> Sharon Paradis   | Pass Ordinance<br>Pass Motion<br>Other |   |

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school year (September 1, 2012 through June 30, 2013), the Kennewick School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2012, through July 31, 2013.

**SUMMARY**

Kennewick has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements. The Fee for Service Contract was not received back from the Kennewick School District until August 22, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**RECOMMENDATION**

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

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Kennewick School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$27,013.00.

**MOTION**

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

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF AWARDING THE FEE FOR SERVICE CONTRACT  
BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND  
KENNEWICK SCHOOL DISTRICT, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Kennewick School District and Benton-Franklin Juvenile Justice Center be approved as presented. The Fee for Services Contract was not received back from the Kennewick School District until August 22, 2012 and is backdated to September 1, 2012 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective September 1, 2012.

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, hereby concurs with the Administrator of the Juvenile Court.

**BE IT FURTHER RESOLVED**, The maximum amount payable by the Kennewick School District to the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$27,013.00; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences on September 1, 2012 and expires on July 31, 2013; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Fees for Services Contact.

**DATED** this 11<sup>th</sup> day of September 2012.

**BENTON COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

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

**ATTEST:**

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

**DATED** this 19<sup>th</sup> day of September 2012.

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

**ATTEST:**

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

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
JACQUELINE STAM  
Court Commissioners

### FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Kennewick School District, with its principal offices at 524 South Auburn, Kennewick, WA, 99336, (hereinafter referred to as "District").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2012, through July 31, 2013, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 752 hours at \$14.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

| <b><u>AGENDA ITEM</u></b>   | <b><u>TYPE OF ACTION NEEDED</u></b>  |  |
|---|--|--|
| Meeting Date: 9/11/12<br>Subject: Line Item Transfer<br>Prepared by: <u>M. Wenner</u> | Execute Contract<br>Pass Resolution <u>  X  </u><br>Pass Ordinance<br>Pass Motion<br>Other | Consent Agenda <u>  X  </u><br>Public Hearing<br>1st Discussion<br>2nd Discussion<br>Other |
|   |  |  |

**BACKGROUND INFORMATION**

Please see attachment A.

**SUMMARY**

Please see attachment A.

**RECOMMENDATION**

Request the resolution be signed.

**FISCAL IMPACT**

No fiscal impact.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
PERSONNEL FUND NUMBER 0000101, DEPARTMENT NUMBER 127.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, K. Mercer

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Personnel

Dept Nbr: 127

Fund Name: Personnel

Fund Nbr: 0000101

TRANSFER FROM:

| BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME  | AMOUNT   | BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME        | AMOUNT   |
|-----------------------|------------------------|-----------------|----------|-----------------------|------------------------|-----------------------|----------|
| 516.100               | 1734                   | Office Manager  | \$12,000 | 516.100               | 4103                   | Professional Services | \$12,000 |
| 516.100               | 1905                   | Temp Help       | \$2,735  | 516.100               | 4103                   | Professional Services | \$2,735  |
| 516.100               | 3101                   | Office Supplies | \$363    | 516.100               | 4103                   | Professional Services | \$363    |
| TOTAL                 |                        |                 | \$15,098 | TOTAL                 |                        |                       | \$15,098 |

**Explanation:**

Transfer from Office Manager salary line item, temporary help, and office supplies to professional services for the NEOGOV set up, training, and initial one-third payment for three year user license fee for the on-line application and tracking program.

Prepared by: Melina Wenner

Date: 31-Aug-2012

Approved

Denied

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

Chairman

Member

Member

| <b><u>AGENDA ITEM</u></b>   | <b><u>TYPE OF ACTION NEEDED</u></b>  |  |  |
|---|--|--|--|
| Meeting Date: 9/11/12<br>Subject: Line Item Transfer<br>Prepared by: <u>M. Wenner</u> | Execute Contract<br>Pass Resolution <u>  X  </u><br>Pass Ordinance<br>Pass Motion<br>Other | Consent Agenda <u>  X  </u><br>Public Hearing<br>1st Discussion<br>2nd Discussion<br>Other |  |
|   |  |  |  |

**BACKGROUND INFORMATION**

Please see attachment A.

**SUMMARY**

Please see attachment A.

**RECOMMENDATION**

Request the resolution be signed.

**FISCAL IMPACT**

No fiscal impact.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
INSURANCE MANAGEMENT FUND NUMBER 0504101, 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

cc: Dept., Auditor, K. Mercer

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Personnel Dept Nbr: 000  
 Fund Name: Insurance Management Fund Nbr: 0504101

TRANSFER FROM:

| BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME | AMOUNT         | BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME | AMOUNT         |
|-----------------------|------------------------|----------------|----------------|-----------------------|------------------------|----------------|----------------|
| 514.720               | 4131                   | Security       | \$3,399        | 514.720               | 2105                   | uniform        | \$3,399        |
|                       |                        |                |                |                       |                        |                |                |
|                       |                        |                |                |                       |                        |                |                |
|                       |                        |                |                |                       |                        |                |                |
|                       |                        |                |                |                       |                        |                |                |
| <b>TOTAL</b>          |                        |                | <b>\$3,399</b> | <b>TOTAL</b>          |                        |                | <b>\$3,399</b> |

**Explanation:**

Transfer from security line item into uniforms for the purchase of bullet proof vests for safety purposes in the amount of \$2764.90 and \$633.55 for a previous purchase under the uniform line item.

Prepared by: Melina Wenner Date: 31-Aug-2012

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## RESOLUTION

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

IN THE MATTER OF COUNTY PROPERTY, RE: EASEMENT FOR SUNNYSIDE  
VALLEY IRRIGATION DISTRICT (SVID) AT PROSSER SHOP

WHEREAS, the Benton County Mosquito Control District has requested that they be allowed to lease a portion of the Public Works property locate at 14303 North Hinzerling Road, Prosser, Washington for the purposes of locating a secured storage facility for their vehicles, and

WHEREAS, to be allowed to lease a portion of the said property, the property must be short platted into lots, and

WHEREAS, a short plat has been prepared and was submitted to SVID for review, and

WHEREAS, SVID, after reviewing the proposed short plat, required the granting of an irrigation easement along the West 30.00 feet of the South 190.00 feet of the property, and

WHEREAS, SVID prepared and submitted to Benton County an irrigation easement document; and

WHEREAS, said irrigation easement document was reviewed, revised and returned to SVID by the Prosecuting Attorney's Office, however SVID objected to the requirement of no improvements over the easement and therefore rejected the revised easement document; and

WHEREAS, the Public Works Manager does not believe the above requirement is an issue due to the easement is located within the setback area off Hinzerling Road, which means no structure could be placed within the proposed easement; and

WHEREAS, the Public Works Manager accepts the original irrigation easement documents prepared, NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners concur with the Public Works Manager's recommendation to accept the original requested and prepared by SVID irrigation easement document; and

BE IT FURTHER RESOLVED that the Chairman is authorized to sign the attached irrigation easement document.

Dated this 11<sup>th</sup> day of September 2012.

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Chairman

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Chairman Pro-Tem

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Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Public Works: Steve Becken

RESOLUTION NO. \_\_\_\_\_

County Engineer Project No. 1959 SMP  
 Arterial  Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
 IN THE MATTER OF COUNTY ROADS, RE: APPROPRIATING FUNDS FOR PAVEMENT MARKING 2012

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to proceed according to the terms of the contract with ROAD PRODUCTS, INC., Spokane, Washington 99211, executed on August 28, 2012 per Resolution 2012-507.

Length of Project: 386± miles; Width of Roadbed:     ft.; Surface:     ft.; Pavement:     ft.

Type and depth of surfacing: \_\_\_\_\_

Bridge     Irrigation Crossing: Length     ft.; Width     ft.

Estimated date of beginning: September 4, 2012; Estimated date of completion: October 15, 2012

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

|                  | County Road Fund |       |       | Total      |
|------------------|------------------|-------|-------|------------|
| Prel. Engr.      | 5,000.00         | _____ | _____ | 5,000.00   |
| Right-of-Way     | _____            | _____ | _____ | 0.00       |
| Mat. from Stkple | _____            | _____ | _____ | 0.00       |
| Day Labor        | _____            | _____ | _____ | 0.00       |
| Contract         | 216,920.00       | _____ | _____ | 216,920.00 |
| Const. Engr.     | 10,580.00        | _____ | _____ | 10,580.00  |
| Contingencies    | 5,300.00         | _____ | _____ | 5,300.00   |
| Total            | 237,800.00       | 0.00  | 0.00  | 237,800.00 |

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

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

ADOPTED this 11th day of September, 2012.

(SEAL)

Attest:

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

\_\_\_\_\_  
 Chairman

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

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

L. Moser

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

**RESOLUTION**

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

IN THE MATTER OF COUNTY ROADS RE: CE 1962 VAC PROPOSED VACATION AND ABANDONMENT OF IMPROVED RIGHT OF WAY OF LOCUST GROVE ROAD LOCATED IN SECTION 35, TOWNSHIP 8 NORTH, RANGE 28 EAST, WM;

WHEREAS, Resolution No. 2012-429, dated July 31, 2012, scheduled a public hearing for August 28, 2012 to consider the proposal by Benton County Public Works to vacate and abandon the following described right of way within Benton County:

A strip of land being a portion of Locust Grove Road in Section 35, Township 8 North, Range 28 East, W.M., as it existed May 2011 before construction of the New Locust Grove Road, being described as follows:

A strip of land 60' wide, as designated February 17, 1885 in the Commissioners Road Journal as New Road No. 2, transferred from Journal A, Pages 215, 241, and 258; all located in Section 35, Township 8 North, Range 28 East, W.M , and

EXCEPT, new Right of Way for Locust Grove Road, as recorded under Auditor File No. 2011-012932 on May 6, 2011 of deeds; and

WHEREAS, the right of way requested for vacation and abandonment is a 60.00' wide strip of land recently known as Locust Grove Road; due to a recent construction project a new section of Locust Grove Road was built, thus creating an unneeded section of maintained gravel county road; and

WHEREAS, the original right of way was granted to Benton County by Establishment known as New Road No. 2, originally filed as County Road No. 24 From Wallula to Prosser and renumbered April 1911; the Establishment was transferred over to the Benton County Commissioners Road Journal #1; the Original Journal entries were from Journal A, found on Pages 215, 241, and 258, dated February 17, 1885; and

WHEREAS, the improved right of way deeded to Benton County is excess right of way; and

WHEREAS, Benton County Public Works completed a field review of the proposal; and

WHEREAS, Benton County Public Works has received written public comments back from Benton PUD stating no comments; and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds

as follows:

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is existing improved county road right of way;
3. The right of way is not the sole legal access to any separate parcel;
4. After field review the Public Works Manager recommended that the public will be benefited by the right of way being vacated and abandoned, and the right of way will not be needed for the County Road System of the future; NOW, THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

A strip of land being a portion of Locust Grove Road in Section 35, Township 8 North, Range 28 East, W.M., as it existed May 2011 before construction of the New Locust Grove Road, being described as follow:

A strip of land 60' wide, as designated February 17, 1885 in the Commissioners Road Journal as New Road No. 2, transferred from Journal A, Pages 215, 241, and 258; all located in Section 35, Township 8 North, Range 28 East, W.M, and

EXCEPT, new Right of Way for Locust Grove Road, as recorded under Auditor File No. 2011-012932 on May 6, 2011 of deeds.

Containing 10.649 acres more or less.

Dated this 11<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

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

Orig.: Benton County Public Works

Steven Becken/Sue Schuetze

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

## RESOLUTION

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

IN THE MATTER OF COUNTY ROADS RE: CE 1961 VAC PROPOSED VACATION AND ABANDONMENT OF UNIMPROVED RIGHT OF WAY OF LOCATED IN SECTION 3, TOWNSHIP 9 NORTH, RANGE 27 EAST, WM;

WHEREAS, Resolution No. 2012-428, dated July 31, 2012, scheduled a public hearing for August 28, 2012 to consider the request of Gary Farran to vacate and abandon the following described right of way within Benton County:

A strip of unimproved right of way in Section 3, Township 9 North, Range 27 East, W.M., being described as follows:

The North 30 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter; lying Westerly of the existing Ruppert Road;

EXCEPT, existing maintained Ruppert Road.

WHEREAS, the Public Works Manager reported the right of way requested for vacation and abandonment is a 30.00' wide strip of land currently lying adjacent to a portion of Ruppert Road located in Section 3, Township 9 North, Range 27 East; and that the original right of way was granted to Benton County by recorded deed number 307829 filed with the Benton County Auditor Volume 125 Page 323, on May 19, 1953; and

WHEREAS, the right of way deeded to Benton County is excess right of way; and

WHEREAS, Benton County Public Works completed a field review of the proposal; and

WHEREAS, Benton County Public Works has received no written public comments; and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is existing unimproved county road right of way;
3. The right of way is not the sole legal access to any separate parcel;
4. After field review the Public Works Manager recommended that the public will be benefited by the right of way being vacated and abandoned, and the right of way will not be needed for the County Road System of the future; NOW, THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

A strip of unimproved right of way in Section 3, Township 9 North, Range 27 East, W.M., being described as follows:

The North 30 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter; lying Westerly of the existing Ruppert Road;

EXCEPT, existing maintained Ruppert Road.

Containing 0.10 acres more or less.

Dated this 11<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

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

Orig.: Benton County Public Works

Steven Becken/Sue Schuetze

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF APPOINTMENT OF KEELEY GANT TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, Advisory Position which represents Post Secondary Educational Institutions on the Benton-Franklin Workforce Development Council is vacant;

**WHEREAS**, Keeley Gant, 2600 N 20<sup>th</sup> Ave (MS-CCTE), Pasco, WA 99301, has expressed her interest and willingness to be appointed as a member on the Workforce Development Council, Advisory Position Post Secondary Educational Institutions, and has submitted an application;  
**NOW, THEREFORE**,

**BE IT RESOLVED** that Keeley Gant is hereby appointed, as of October 1, 2012, to fill the Advisory position for Post Secondary Educational Institutions, said term expiring on June 30, 2015.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Member

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

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF APPOINTMENT OF CORI JONES TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, Position B-13 which represents Community Based Organization on the Benton-Franklin Workforce Development Council is vacant;

**WHEREAS**, Cori Jones, 124 N 5<sup>th</sup> Ave, Pasco, WA 99301, has expressed her interest and willingness to be appointed as a member on the Workforce Development Council, Position B-13 Community Based Organization, and has submitted an application; **NOW, THEREFORE,**

**BE IT RESOLVED** that Cori Jones is hereby appointed, as of October 1, 2012, to fill the B-13 position for Community Based Organization representation, said term expiring on June 30, 2015.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

**CCM 1.1**  
**CCM 2.1**  
**CCM 3.1**

| <b>AGENDA ITEM</b>                                 | <b>TYPE OF ACTION</b>    |                         |
|--|--------------------------|-------------------------|
| <b>MTG. DATE:</b> Sept. 11, 2012                   | <b>NEEDED</b>            | Consent Agenda          |
| <b>SUBJECT:</b> 2012 Comprehensive Plan Amendments | Execute Contract         | Public Hearing <b>X</b> |
| <b>MEMO DATE:</b> August 9, 2012                   | Pass Resolution <b>X</b> | 1st Discussion          |
| <b>Prepared By:</b> Susan M. Walker                | Pass Ordinance           | 2nd Discussion          |
| <b>Reviewed By:</b> Michael Shuttleworth           | Pass Motion <b>X</b>     | Other                   |
|  | Other                    |                         |

### **BACKGROUND INFORMATION**

Washington State planning law requires continuing review and evaluation of comprehensive plans pursuant to RCW 36.70A.130(1), allowing revisions and amendments to be considered by the county no more frequently than once every year (RCW 36.70A.130(2)(a)). These 2012 Comprehensive Plan Amendment (CPA) proposals have been evaluated for Comprehensive Plan compliance pursuant to the Comprehensive Plan Amendment Evaluation Criteria provided in BCC 16.14.080.

The Planning Commission held its hearing regarding the Benton County Comprehensive Plan amendment proposals on July 10, 2012, and after hearing public testimony, discussion and consideration, voted to recommend approval of Comprehensive Plan Amendments 12-01, 12-02, and 12-03, to the Board of County Commissioners. The Planning Commission findings of fact for the proposals, Exhibits CCM 1.2, CCM 2.2 and CCM 3.2 are attached. Public hearings have been scheduled for September 11, 2012, at 9:00 am in order for the Board to take final testimony and action on the 2012 Comprehensive Plan amendment proposals.

The 2012 Amendment Proposals are as follows:

- **CPA 12-01 (Staff Memo PCM 1)**

#### **SUMMARY**

A proposal received from Nancy Strom and Jesse Greenough, 4209 S. Cascade St. Kennewick, Wa. 99336; Galen and Anne Pettey, 19623 Mountain Meadow So., Hidden Valley, Ca. 95467; and Charles and Joan Rouse, 930 Ann Ave., Sunnyside, WA. 98944, to change the land use designation in the Comprehensive Plan from Interchange Commercial (IC) to Rural Lands Five (5) on three adjoining parcels of land totaling six (6) acres, located in the Northwest Quarter of Section 5, Township 5 North, Range 28 East, W.M., and accessed by Plymouth Road in rural Plymouth, WA.

The purpose of the proposed amendment is to amend the land use designation to be consistent with the adjacent Rural Lands Five (5) designation bordering these properties at their northern boundary, and allow the owners to develop the parcels to residential use as intended when purchased. (Exhibit Land Use Map PCM 1.1, and Aerial Site Map Exhibit PCM 1.2).

**RECOMMENDATION**

It is the recommendation of the Benton County Planning Commission and Planning Staff that the Board of County Commissioners approve and adopt amendment proposal **CPA 12-01**, a land use designation change from Interchange Commercial (IC) to Rural Lands Five (5) and direct staff to make those changes to Land Use Maps 4.0 and 4.5, in the Land Use Element, Chapter Four, in the Comprehensive Plan that depict the boundaries shown in Exhibit PCM 1.1. This amendment action may require acreage or text changes in Chapter Four where this property is described.

**MOTION**

After consideration of the testimony received at the public hearing held on September 11, 2012, the Board shall make a motion to adopt, modify, or deny the proposed CPA 12-01 and either adopt the Planning Commission's Recommendation and Findings of Fact or develop their own findings of fact with reference to this matter, and direct Planning staff to prepare a Resolution that reflects the Board's decision and findings for the Board's signature.

• **CPA 12-02 (Staff Memo PCM 2)**

**SUMMARY**

A proposal received from the David Sparks, Benton County Administrator, to include in Tables 9.0 and 9.1 of Chapter Nine, the Capital Facilities Element, new capital facilities, projects and maintenance proposed for completion in the Benton County Capital Improvement Plan (CIP) 2011-2016. These facilities and improvements are slated for funding and completion during the 2011-2016 planning horizon and include planning, acquisitions, construction, repair, replacement, and improvements to County facilities as shown in Exhibits PCM 2.1 and PCM 2.2. An addendum to this proposal (PCH 2.1 Attachment) was submitted to include remodeling projects at the Fairgrounds added during the final stages of the CIP's development.

The County's proposed new facilities and maintenance projects prioritized in the CIP must be included in the County's Comprehensive Plan to make them eligible for Real Estate Excise Tax (REET) funds, grants and other state funding programs and update the inventory lists shown in Chapter Nine, Tables 9.0 and 9.1.

**RECOMMENDATION**

It is the recommendation of the Benton County Planning Commission and Planning Staff that the Board of County Commissioners approves and adopts amendment proposal **CPA 12-02**, to include new capital facilities, scheduled projects, and maintenance proposed in the Benton County Capital Improvement Plan 2011-2016, in Tables 9.0 and 9.1 of Chapter Nine, the Capital Facilities Element.

**MOTION**

After consideration of the public testimony received at the public hearing held on September 11, 2012, the Board shall make a motion to adopt, modify, or deny the proposed amendment CPA 12-02 and either adopt the Planning Commission's

recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a Resolution that reflects the Board's decision and findings for the Boards signature.

- **CPA 12-03 (Staff Memo PCM 3)**

**SUMMARY**

A proposal received from the Port of Benton represented by John Haakenson, 3100 George Washington Way, Richland, WA. 99354; and co-applicants: Richard and Mary Finch, Alan and Dawn Finch and Shane and Melinda White; all properties on Johnson Road, in Prosser, to change the land use designation in the Comprehensive Plan from Rural Lands Five (5) to Light Industrial (LI) on property located in the Prosser rural area. The proposal includes six contiguous parcels containing approximately 53 acres, and located in the South Half of the Southwest Quarter of Section 26, and in the South Half of Section 27, all in Township 9 North Range 24 East, W.M., and located on the north side of Johnson Road.

The purpose of the amendment is to bring the land use designation for the proposed parcels into consistency with the actual use of the property and the light industrial activities that occur onsite and the lands potential (Exhibit PCM 3.1, Land Use Map; Exhibit PCM 3.2, Aerial Site Map; Exhibit PCM 3.3, Regional Land Use Map).

**RECOMMENDATION**

It is the recommendation of the Benton County Planning Commission and Planning Staff that the Board of County Commissioners approves and adopts amendment proposal **CPA 12-03**, a land use designation change from Rural Lands Five (5) to Light Industrial (LI) and direct staff to make those changes to Land Use Maps 4.0 and 4.5, in the Land Use Element, Chapter Four, in the Comprehensive Plan that depict the boundaries shown in Exhibit PCM 3.1. This amendment action may require acreage or text changes in Chapter Four where this property is described.

**MOTION**

After consideration of the testimony received at the public hearing held on September 11, 2012, the Board shall make a motion to adopt, modify, or deny the proposed amendment **CPA 12-03** and either adopt the Planning Commission's recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a Resolution that reflects the Board's decision and findings for the Boards signature.

**State Environmental Policy Act**

The Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued for CPA 12-01, CPA 12-02, and CPA 12-03, on June 21, 2012.

**FISCAL IMPACT**

No fiscal impacts have been identified regarding these planning proposals.