

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, April 24, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order  
Approval of Minutes  
❖ April 17, 2012  
Review Agenda

Consent Agenda

### Board of Equalization

a. Reappointment of L Bateman to Board of Equalization

### Central Services

b. Authorization to Purchase the Quest GroupWise Migrator for Exchange from CDW-G LLC

### Commissioners

c. Setting Dates for 2013-2014 Biennium Budget Hearings

d. Line Item Transfer, Fund No. 0000-101, Dept. 125

e. Payment Authorization to Design West Architects, PA for Architectural Services

### GIS

f. Intergovernmental Cooperative Agreement w/City of Kennewick for Orthophotography

### Juvenile

g. Contract Amendment w/Desertgreen Lawn and Tree Care, LLC

### Personnel

h. Employee of the Month Award

### Public Works

i. Amendment to Interlocal Agreement w/Franklin County for Engineering Services

j. Plat Sign Plans Approval for The Ridge at Reata West

### Sheriff

k. Contract Termination w/Keefe Commissary Network; Rescind Resolutions 08-1004 & 11-751

l. Contract w/Keefe Group LLC for Inmate Commissary Goods

### WSU Cooperative Extension

m. Appreciation Letter to WSU, Pullman Office

9:05 AM

Scheduled Business:

Feasibility Study for Moderate Risk Waste Facility – D Holmes

**Executive Session:**

County Claim Discussion – R Lukson & B Perry

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

*Draft*

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, April 17, 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 (Vacation)

**Benton County Employees Present During All or a Portion of the Meeting:** Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Central Services Manager Randy Reid; District Court Judge Terry Tanner; Auditor Brenda Chilton; Sue Schuetze, Public Works; DPA Ryan Brown; Erhiza Rivera, Treasurer's Office.

**Approval of Minutes**

The Minutes of April 10, 2012 were approved.

**Consent Agenda**

**MOTION:** Commissioner Small moved to approve the consent agenda items "a" through "o", adding "p" (settlement agreement). Chairman Beaver seconded and upon vote, the Board approved the following:

**Auditor**

- a. Precinct Boundary Changes Within Benton County

**Central Services**

- b. Line Item Transfer, Fund No. 0502-101, Dept. 000

**Facilities**

- c. Line Item Transfer, Fund No. 0000-101, Dept. 110

**Human Services**

- d. Agreement w/Domestic Violence Services

### **Office of Public Defense**

- e. District Court Indigent Defense Contract w/M Trombley, dba Rodriguez & Associates, P.S.
- f. Agreement w/M Trombley, dba Rodriguez & Associates, P.S. for Representation in Benton County Cause #09-5-00075-0

### **Planning**

- g. Appointment of A Bergeson to the Benton County Board of Adjustment

### **Prosecuting Attorney**

- h. Settlement Agreement w/AFSCME Local 3962, Representing Crisis Response

### **Public Works**

- i. Interlocal Agreement w/Cities of Prosser and Benton City to Allocate SAFETEA-LU Funds
- j. Granting Franchise to Zayo Group, LLC
- k. Notice of Intent Application Form for Stormwater Permit for Piert Road Extension Project
- l. Authorization Schedule and Advertise a Bid Date for Piert Road Extension

### **Sheriff**

- m. Rescinding Resolution 2012-073; Purchase Authorization from 911 Supply, LLC
- n. Rescinding Resolution 2012-074; Purchase Authorization from Blumenthal Uniform Co.
- o. Amended and Restated Interlocal for the Tri-Cities Regional SWAT

### **Commissioners**

- p. Release of Claims, Settlement Agreement

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

### **Public Hearing - LightSpeed Network Franchise**

Sue Schuetze presented the franchise application request submitted by LightSpeed Network dba LS Networks for a fiber optic system within unincorporated Benton County road right of way. Ms. Schuetze said that based upon current franchise requirements, her office recommended approval subject to the listed conditions.

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

**MOTION:** Commissioner Small moved to approve the application for franchise filed by LightSpeed Network dba LS Networks with the listed conditions. Chairman Beaver seconded and upon vote, the motion carried unanimously.

### **Commissioner Assignment Update**

Commissioner Small said he worked with PEDDA to prepare for the annual meeting held on April 16 and it was well attended by State officials. Additionally, he had a meeting at Dispatch and attended the Elected Officials meeting.

Chairman Beaver reported on his meeting with Department of Ecology and said he wanted DPA Ryan Brown to review whether Benton County could participate in the Yakima water agreement.

Commissioner Small commented that he spoke with a Yakima County Commissioner who was also unclear about the specific mission of this agreement.

### **Vouchers**

Check Date: 04/05/2012  
Taxes #: 10112041-10112043  
Warrant #: 55285-55309  
Total all funds: \$1,937,706.30

Check Date: 04/05/2012  
Warrant #: 233867-233967  
Direct Deposit #: 72763-73366  
Total all funds: \$2,110,603.50

Check Date: 04/13/2012  
Warrant #: 55659-56209  
Transfer # 4/122, 01660412  
Total all funds: \$810,698.65

Check Date: 04/16/2012  
Warrant #: 233968-233985  
Direct Deposit #: 733731-73573  
Total all funds: \$111,246.36

Check Date: 04/16/2012  
Taxes #: 10112044  
Payroll Draw Deductions  
Total all funds: \$33,300.86

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

### **Resolutions**

- 2012-209: Precinct Boundary Changes Within Benton County
- 2012-210: Line Item Transfer, Fund No. 0502-101, Dept. 000
- 2012-211: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2012-212: Agreement w/Domestic Violence Services
- 2012-213: District Court Indigent Defense Contract w/M Trombley, dba Rodriguez & Associates, P.S.
- 2012-214: Agreement w/M Trombley, dba Rodriguez & Associates, P.S. for Representation in Benton County Cause #09-5-00075-0
- 2012-215: Appointment of A Bergeson to the Benton County Board of Adjustment
- 2012-216: Settlement Agreement w/AFSCME Local 3962, Representing Crisis Response
- 2012-217: Interlocal Agreement w/Cities of Prosser and Benton City to Allocate SAFETEA-LU Funds

- 2012-218: Granting Franchise to Zayo Group, LLC
- 2012-219: Notice of Intent Application Form for Stormwater Permit for Piert Road Extension Project
- 2012-220: Authorization Schedule and Advertise a Bid Date for Piert Road Extension
- 2012-221: Rescinding Resolution 2012-073; Purchase Authorization from 911 Supply, LLC
- 2012-222: Rescinding Resolution 2012-074; Purchase Authorization from Blumenthal Uniform Co.
- 2012-223: Amended and Restated Interlocal for the Tri-Cities Regional SWAT
- 2012-224: Release in Full of All Claims, Settlement and Hold Harmless Agreement

There being no further business before the Board, the meeting adjourned at approximately 9:08 a.m.

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Clerk of the Board

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Chairman

# RESOLUTION

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

**IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY BOARD OF EQUALIZATION**

**WHEREAS**, the term for Larry Bateman is set to expire on April 30, 2012; and

**WHEREAS**, Larry Bateman has expressed an interest and willingness to be re-appointed for an additional three-year term; **NOW, THEREFORE,**

**BE IT RESOLVED** that Larry Bateman is hereby re-appointed to the Benton County Board of Equalization effective May 1, 2012 and said term expiring on April 30, 2015.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	17-April-2012	Execute Contract	_____
Subject:	Acquiring Software for Email Migration Project	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty		
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1 <sup>st</sup> Discussion	_____
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

As we have delved deeper into the project for migrating from Novell eDirectory to Microsoft Exchange, more than one source has strongly recommended that we use a software utility that is specifically designed for this task. The utility is called *GroupWise Migrator for Exchange* and was developed by Quest Software. After some further research into the product, we have concluded that acquiring the migration utility would be an important step in assuring the success of this major change. The product is sold through resellers, three of which have responded to a request for quote for the software.

**SUMMARY**

Authorize the Central Services Manager to acquire Quest Software *GroupWise Migrator for Exchange* from CDW-G LLC.

**RECOMMENDATION**

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

2<sup>nd</sup>

**FISCAL IMPACT**

This one time expense is to be paid from the Capital Improvement Fund as part of the "Microsoft Enterprise Agreement" project within the 2011-2016 Capital Improvement Plan (CIP).

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACQUIRING SOFTWARE FOR MIGRATING EMAIL FROM GROUPWISE TO EXCHANGE.

WHEREAS, Resolution 2012-057 for purchases between \$5,000 and \$25,000 authorizes county departments other than Public Works to purchase or lease without soliciting formal sealed bids by securing written quotes from at least three (3) different vendors, unless the product is such that it is not reasonable to obtain three price quotes; and

WHEREAS, Benton County has begun a project to move the county email platform from Novell GroupWise to Microsoft Exchange for which several sources have recommended the use of products from Quest Software in order to perform the email migration in the most effective manner; and

WHEREAS, three (3) authorized resellers of *Quest® GroupWise Migrator for Exchange* were asked to provide quotes for the software required for the county project; and

WHEREAS, CDW-G of Vernon Hills, IL, responded with the lowest quote as indicated in Exhibit "A"; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase the *Quest® GroupWise Migrator for Exchange* from CDW-G LLC of Vernon Hills, IL, for the amount of \$11,036 plus Washington sales tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$11,600 plus Washington sales tax.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
of Benton County, Washington.

Central Services  
Auditor

R. REID

# Exhibit "A"

IN THE MATTER OF ACQUIRING SOFTWARE FOR MIGRATING EMAIL FROM GROUPWISE TO EXCHANGE.

VENDOR	ADDRESS	QUOTE
CDW-G LLC	200 N. Milwaukee Avenue Vernon Hills IL 60061	\$11,036
CompuNet, Inc.	507 Thain Road Lewiston ID 83501	\$11,935
NovaCoast	1505 Chapala Street Santa Barbara CA 93101	\$12,400

# RESOLUTION

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

**IN THE MATTER OF ALTERNATE DATES FOR BUDGET HEARINGS, 2013-2014 BIENNIUM  
BENTON COUNTY BUDGETS;**

**WHEREAS, RCW 36.40.071 allows the county commissioners to set alternate dates for budget hearings;  
NOW, THEREFORE,**

**BE IT RESOLVED** that the following dates are hereby adopted for the 2013-2014 biennium budget preparation:

- August 3 Auditor’s Office budget call letter to departments for estimates of revenues and expenditures, goals, objectives, milestones, and performance activity measures;
- August 31 Departments return final estimates of revenues and expenditures to the Auditor’s Office and goals, objectives, milestones, and performance activity measures to the Commissioners’ Office;
- October 1 Auditor’s Office submits the preliminary biennium budget to Board of Commissioners;
- October 10-11 Budget workshop (with Elected Officials);
- November 5 First publication of notice of county budget hearings for final biennium budgets;
- November 12 Second publication of notice of county budget hearings for final biennium budgets;
- November 20 Public hearing and adoption of final biennium budgets.

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

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

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

\_\_\_\_\_ Member

Attest: . . . . .  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>4-24-12</u>	Execute Contract	_____	Consent Agenda	<u>  x  </u>
Subject:	<u>Line Item Transfer</u>	Pass Resolution	<u>  x  </u>	Public Hearing	_____
	<u>Dept. 125 to 115</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>for Road Refund</u>	Pass Motion	_____	2nd Discussion	_____
Prepared by:	<u>K. Mercer</u>	Other	_____	Other	_____
Reviewed by:					

**BACKGROUND INFORMATION / SUMMARY**

In 2011, \$494,757 was certified for diverted road taxes to be used for traffic law enforcement. However, only \$452,749.59 was expended for traffic law enforcement, which is a difference of \$42,007.41. Only \$484,907.46 was collected for the 2011 diverted road tax which means \$32,167.87 needs to be refunded to the County Road Fund #0101-101 and \$9,839.54 should be removed from Dept. 125's budget leaving a balance \$509,557, which is the 2012 certified diverted road taxes to be used for traffic law enforcement. Per RCW 36.79.140, Benton County's eligibility for the Rural Arterial Trust Account Funds will be jeopardized if these funds are not returned to the County Road Fund.

**RECOMMENDATION**

Approve the line item transfer.

**FISCAL IMPACT**

Transferring funds from Dept. 125 to Dept. 115 (\$42,007).

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 125 to DEPARTMENT 115.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Traffic Control Dept Nbr: 125

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept 125 TRANSFER TO: Dept 115

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.700	2103	Medical Insurance	\$15,000	597.100	9914	County Road Operating Transfer	\$32,168
521.700	1925	Overtime	\$14,000	519.900	4931	Fenced Item Contingency	\$9,839
521.700	1918	Deputy	\$13,007				
<b>TOTAL</b>			<b>\$42,007</b>	<b>TOTAL</b>			<b>\$42,007</b>

**Explanation:**

In 2011, \$494,757 was certified for diverted road taxes to be used for traffic law enforcement. However, only \$452,749.59 was expended for traffic law enforcement, which is a difference of \$42,007.41. Only \$484,907.46 was collected for the 2011 diverted road tax which means \$32,167.87 needs to be refunded to the County Road Fund #0101-101 and \$9,839.54 should be removed from Dept. 125's budget leaving a balance \$509,557, which is the 2012 certified diverted road taxes to be used for traffic law enforcement. Per RCW 36.79.140, Benton County's eligibility for the Rural Arterial Trust Account Funds will be jeopardized if these funds are not returned to the County Road Fund.

Prepared by: Keith Mercer Date: 11-Apr-2012

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

e. Payment Authorization to Design West Architects, PA for Architectural Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 4/24/2012	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: A&E Service for Study	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: LSK	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

As per Resolution 11-651 dated October 18, 2011 the Board of Benton County Commissioners entered into a contract with Design West Architects, PA for any anticipated (A&E) services for Benton County for a contract amount not to exceed \$200,000.

Design West Architects was asked by Benton County to provide a feasibility study for an expansion remodel of the Benton County Clerk’s lobby located at the Justice Center and a possible remodel by the personnel office on the second floor of the Justice Center.

Attached is a Resolution authorizing payment in the amount of \$3,673.65 to Design West Architects for services and reimbursement expense performed for this study.

**RECOMMENDATION**

The recommendation is to approve the payment in the amount of \$3,673.65 to Design West Architects for services performed, with said funds being paid out of the Capital Fund 0305101.

**MOTION**

The Board of Benton County Commissioners hereby authorizes payment in the amount of \$3,673.65 to Design West for services and reimbursements necessary for work performed on the Justice Center remodel study.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AUTHORIZING PAYMENT TO DESIGN WEST ARCHITECTS, PA FOR ARCHITECTURAL SERVICES FOR THE JUSTICE CENTER REMODEL STUDY LOCATED IN KENNEWICK, WA

**WHEREAS**, per Resolution 11-651 dated October 18, 2011, the Board of County Commissioners approved the contract between Benton County and Design West Architects, PA to provide "as needed" architectural and engineering services for a contract amount not to exceed \$200,000; and

**WHEREAS**, Design West was asked by Benton County to provide a feasibility study for an expansion remodel of the Benton County Clerk's lobby located at the Justice Center and a possible remodel by the personnel office on the second floor of the Justice Center; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes payment in the amount of \$3,673.65 to Design West Architects for services and reimbursements necessary for work performed on the feasibility study located at the Justice Center in Kennewick, WA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,

Attest: \_\_\_\_\_  
Clerk of the board



**DESIGN  
WEST**

Dean Docken  
Benton County  
7122 W. Okanogan Place, Building A  
Kennewick, Washington 99336

Date: 4/1/2012  
Invoice Number: 2  
Project No.: 1159  
Services Through: 3/23/2012

**Project: Benton County A & E Services**

<b>*Architectural Services:</b>	<b>Rate</b>	<b>Hours</b>	<b>This Cycle</b>	<b>Due This Cycle</b>
Principal Architect	\$ 140.00	-	\$ -	-
Project Architect	\$ 120.00	10.50	\$ 1,260.00	-
Project Manager	\$ 110.00	-	\$ -	-
Production	\$ 85.00	24.25	\$ 2,061.25	-
Clerical	\$ 60.00	0.25	\$ 15.00	-
Architectural Services this Billing Cycle			\$ 3,336.25	-

<b>Consultant Services:</b>	<b>Rate</b>	<b>Hours</b>	<b>Due</b>
Meier			\$ -
Consultant Services this Billing Cycle			\$ -

Total Services this Billing Cycle **\$ 3,336.25**

\* Hourly back-up available upon request

<b>Reimbursable Expenses:</b>	<b>This Cycle</b>	<b>Due This Cycle</b>
Postage/Shipping	\$ -	-
Mileage	\$ 3.93	-
Reproduction	\$ 333.47	-
Reimbursable Expenses this Billing Cycle		\$ 337.40

Reimbursable Expenses To Date 633.42

**Total Due this Invoice \$ 3,673.65**

FOR QUESTIONS CONTACT:  
SHANNON LESLIE  
208-888-1768  
sleslie@designwestid.com

*Brandon Wilm, AIA*  
Brandon Wilm, AIA

REMIT PAYMENTS TO:  
216 SW 5<sup>TH</sup> AVE  
MERIDIAN, ID 83642

MERIDIAN, IDAHO  
PULLMAN, WASHINGTON  
KENNEWICK, WASHINGTON

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3-13-12</u>	Execute Contract <u>  x  </u>	Consent Agenda <u>  x  </u>
Subject: <u>Agreement with</u>	Pass Resolution <u>  x  </u>	Public Hearing _____
<u>City of</u>	Pass Ordinance _____	1st Discussion _____
<u>Kennewick</u>	Pass Motion _____	2nd Discussion _____
Prepared by: <u>M. Phillips</u>	Other _____	Other _____
Reviewed by:		

**BACKGROUND / SUMMARY INFORMATION**

In order to keep up with growth and changes to its landbase, infrastructure, and associated public services, it is essential that Benton County continually maintains a current GIS base and periodically updates its digital orthophotography. Since the digital orthophotography has not been updated since 2008, the Benton County GIS Department, along with the Franklin County Public Works Department, solicited proposals for 2012 color digital orthophotography for both counties and for the Hanford Federal Reservation, as well as high-resolution orthophotography for the cities of Kennewick, Richland, West Richland, and Pasco. By combining resources in a joint project such as this, participants will be able to acquire high quality color digital orthophotography at a substantially reduced rate from that which would be incurred if participants were to contract separately.

Per the terms of this Intergovernmental Cooperation Agreement, Kennewick shall reimburse Benton County for the cost of the 4-inch or better pixel resolution color digital orthophotography within its urban growth areas in the amount not to exceed a sum of Seven Thousand Six Hundred and Sixty-nine dollars (\$7,669).

**RECOMMENDATION**

Pass the resolution.

**FISCAL IMPACT**

Project expenses up to \$7,669.00 plus WSST, if applicable, to be reimbursed by the City of Kennewick back to Current Expense (0000-101). No supplement required.

**MOTION**

# RESOLUTION

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

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF KENNEWICK FOR HIGH RESOLUTION COLOR DIGITAL ORTHOPHOTOGRAPHY FOR 2012 FOR THE AREA WITHIN THE CITY OF KENNEWICK'S URBAN GROWTH BOUNDARY.**

**WHEREAS**, per the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

**WHEREAS**, in order to keep up with growth and the associated public services, Benton County continually updates its GIS base and periodically updates its digital orthophotography base; and

**WHEREAS**, Benton County will be updating its digital orthophotography base in 2012; and

**WHEREAS**, both Benton County and the City of Kennewick have the capability to independently acquire and/or produce 2012 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

**WHEREAS**, the City of Kennewick has requested that Benton County provide and deliver to them 4-inch or better pixel resolution ortho-imagery within the city's urban growth area; and

**WHEREAS**, the City of Kennewick has agreed to pay Benton County the amount of the cost of the delivery of the 4-inch or better pixel resolution ortho-imagery within the city's urban growth area, in an amount not to exceed a sum of Seven Thousand Six Hundred and Sixty-nine dollars (\$7,669); **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agree to approve this Intergovernmental Cooperation Agreement with the City of Kennewick; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the Intergovernmental Cooperation Agreement attached hereto; and

**BE IT FURTHER RESOLVED** the term of the attached contract commences upon execution by both parties and shall expire upon the completion of the project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT** is between Benton County, a political subdivision of the State of Washington, and the City of Kennewick, a municipal corporation.

### WITNESSETH:

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

**WHEREAS**, the purpose of this agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of BENTON COUNTY, including the areas lying within the CITY OF KENNEWICK; and

**WHEREAS**, this project will benefit both, because the COUNTY has a need to update its ortho-imagery of the County in 2012, and the CITY OF KENNEWICK has a need to update its ortho-imagery of those areas lying within the limits of the Kennewick Urban Growth Boundary in 2012; and

**WHEREAS**, both parties have the capability to independently acquire and/or produce 2012 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

**WHEREAS**, a major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs; and

**WHEREAS**, the COUNTY requires ortho-imagery to be delivered with 12-inch pixel resolution; and

**WHEREAS**, the CITY OF KENNEWICK has requested that the COUNTY provide and deliver to them the ortho-imagery of the Kennewick Urban Growth Boundary with 4-inch or better pixel resolution; and

**WHEREAS**, the COUNTY will be entering into a personal services contract with MAPCON, INC., for the purpose of undertaking and completing an aerial photography and orthophoto mapping project of Benton County; and

**WHEREAS**, the COUNTY is willing to include, as part of the contract to be entered with MAPCON, INC., all provisions necessary to deliver ortho-imagery of the areas lying within the Kennewick Urban Growth Boundary to the CITY OF KENNEWICK at the requested 4-inch or better pixel resolution; and

**WHEREAS**, the CITY OF KENNEWICK has agreed to pay the COUNTY the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution; and

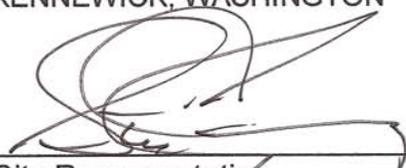
**NOW, THEREFORE**, the parties agree as follows:

1. The COUNTY shall provide all data and resources necessary for MAPCON, INC., to complete the work as outlined in the personal services contract to be entered with MAPCON, INC., for the purpose of undertaking and completing an aerial photography and orthophoto mapping project of Benton County.
2. The COUNTY shall provide all preliminary data received from MAPCON, INC., for the Kennewick Urban Growth Boundary to the CITY OF KENNEWICK for their review and comment.
3. The COUNTY shall relay the CITY OF KENNEWICK's concerns regarding accuracies and visual issues such as seams or structures with edge or displacement effects to MAPCON, INC and assure that such concerns are addressed in the final product produced by The COUNTY'S contract with MAPCON, INC."
4. The COUNTY shall deliver to the CITY OF KENNEWICK a copy of all project deliverables across the entire extent of the project area, including both project documentation and project data, as described in the personal services contract to be entered with MAPCON, INC.
5. The CITY OF KENNEWICK shall reimburse the COUNTY in the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution for the area described in Exhibit A (Attached). The amount to be reimbursed by the CITY OF KENNEWICK to the COUNTY shall not exceed a sum of Seven Thousand Six Hundred and Sixty-nine dollars (\$7,669).
6. The COUNTY shall submit an invoice to the CITY OF KENNEWICK for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data.

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

CITY OF KENNEWICK  
KENNEWICK, WASHINGTON

\_\_\_\_\_  
Leo Bowman, Chairman

  
\_\_\_\_\_  
City Representative  
STEVE C. YOUNG

\_\_\_\_\_  
Shon Small, Chair Pro-Tem

\_\_\_\_\_  
MAYOR  
Title

\_\_\_\_\_  
James Beaver, Member

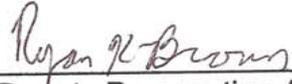
Date: 04/03/12  
\_\_\_\_\_

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

ATTEST:

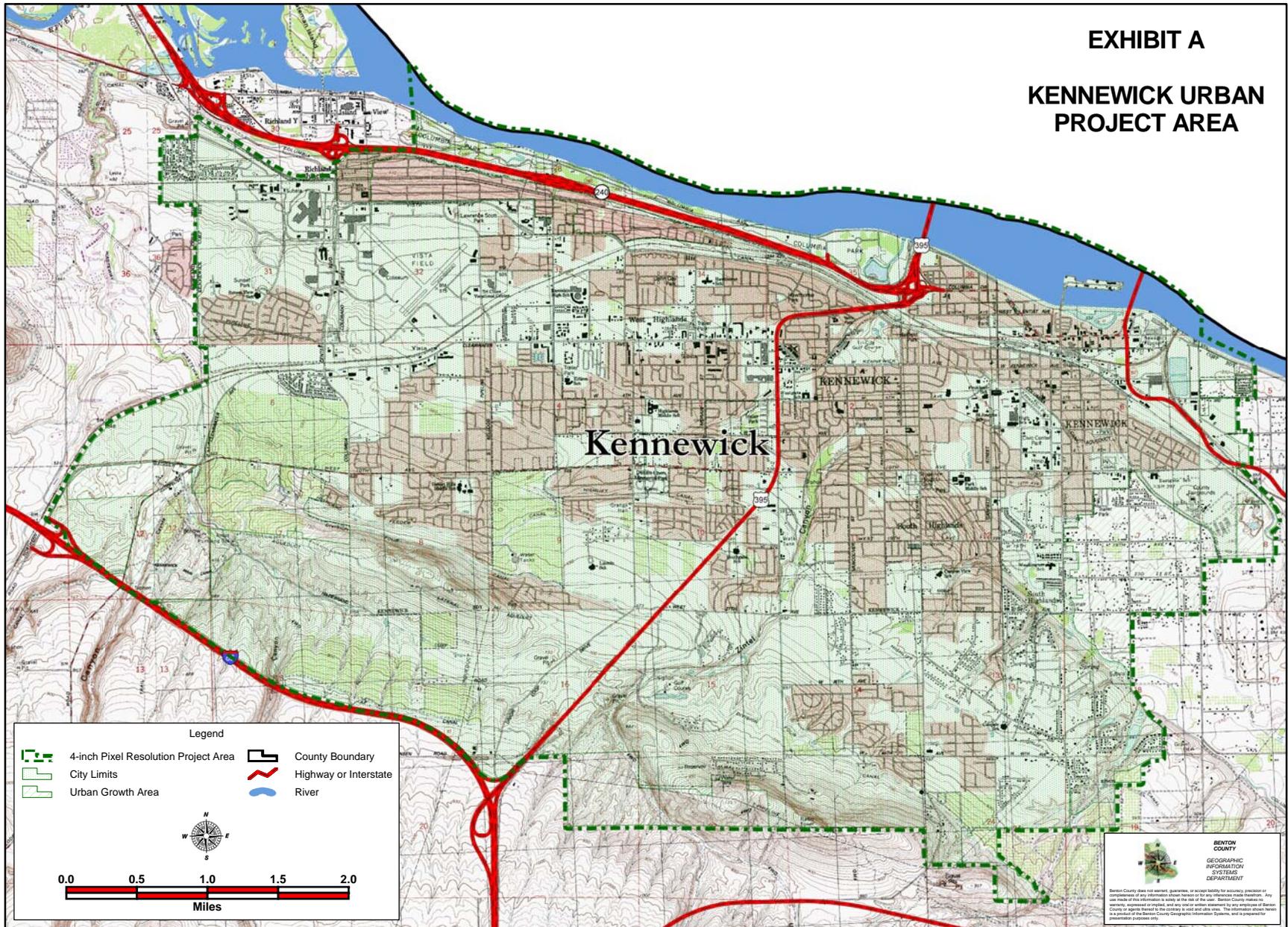
\_\_\_\_\_  
Clerk to the Board

APPROVED AS TO FORM:

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

# EXHIBIT A

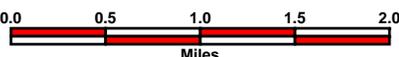
## KENNEWICK URBAN PROJECT AREA



**Legend**

	4-inch Pixel Resolution Project Area		County Boundary
	City Limits		Highway or Interstate
	Urban Growth Area		River





**BENTON COUNTY**  
**GEOGRAPHIC INFORMATION SYSTEMS DEPARTMENT**

Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any information not so designated. The use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any error or omission is the responsibility of the user. Benton County or agencies thereof do not warrant the accuracy of the information shown hereon. This information is provided as a service of the Benton County Geographic Information Systems, and is prepared for dissemination purposes only.

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract <u>XX</u>	Consent Agenda <u>xx</u>
MEETING DATE: B/C 04/24/2012 F/C 05-02-2012	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Standard Service Contract Amendment # 1 with Desertgreen Lawn and Tree Care, LLC.	Pass Ordinance	1st Discussion
Prepared By: Toni Lehman	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

**BACKGROUND INFORMATION**

Desertgreen provides broadleaf herbicide, systematic insecticide for control of borers, and aphids, service to remove root balls, and snow plowing after two inches of accumulation.

**SUMMARY**

The Standard Service contract with Desertgreen has been amended to include 3(D), the removal of 13 root balls from the trees that were cut down near the entryway and front of the building. The Standard Service Contract has furthermore been amended to include 5(J) the compensation for the removal of the root balls for \$600.00 plus tax.

**RECOMMENDATION**

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Standard Service Contract Amendment # 1 between Benton-Franklin Counties Juvenile Justice Center and Desertgreen Lawn and Tree Care, LLC. The maximum amount payable by the Counties to the Contractor under this contract amendment shall not exceed six thousand dollars (\$6,000.00), not including Washington State Sales Tax.

**FISCAL IMPACT**

Total amount of the contract amendment not to exceed \$6,000.00 to be paid out of the approved Juvenile Facilities Department #172 budget. No supplement needed.

**MOTION**

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Standard Service Contract Amendment # 1 between Benton-Franklin Counties Juvenile Justice Center and Desertgreen Lawn and Tree Care, LLC., for snow accumulation removal weeds, borers, and aphid control, and root ball removal.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE STANDARD SERVICES CONTRACT AMENDMENT # 1 BETWEEN THE JUVENILE JUSTICE CENTER AND DESERTGREEN LAWN AND TREE CARE, LLC., THUS, AMENDING BENTON COUNTY RESOLUTION 2012 135 AND FRANKLIN COUNTY RESOLUTION 2012 098, and**

**WHEREAS**, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the standard services contract amendment # 1 between the Juvenile Court and Desertgreen Lawn and Tree Care, LLC., be approved as presented; and

**WHEREAS**, the contract is amended as 3(D) has been developed to include the removal of (13) root balls from the trees that were cut down near the entryway and front of the building. Furthermore 4(J) has been added to include the compensation for removal of (13) root balls for a total cost of \$600.00 plus tax. The total amount of the contract is not to exceed \$6,000.00

**WHEREAS**, approval then necessitates amending Benton County Resolution 2012 135 and Franklin County Resolution 2012 098, **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the standard service contract amendment # 1 between the Juvenile Court and Desertgreen Lawn and Tree Care, LLC, thus, amending Benton County Resolution 2012 135 and Franklin County Resolution 2012 098.

**DATED** this 24<sup>th</sup> day of April 2012  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 2<sup>nd</sup><sup>th</sup> day of May 2012  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### STANDARD SERVICE CONTRACT AMENDMENT # 1 BETWEEN BENTON-AND FRANKLIN COUNTIES SUPERIOR COURTS, JUVENILE DIVISION, AND DESERTGREEN LAWN AND TREE CARE, LLC.

This Contract 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 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 Desertgreen Lawn and Tree Care, LLC., with its principal office at 642 Truman Ave. Richland, WA 99352 (hereinafter "Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Benton County Resolution No. 2012 135 and executed on March 6, 2012, and Franklin County Resolution No. 2012 098 and executed on March 14, 2012, section 3, Services Provided, and section 5, Compensation, shall be replaced with the following:

#### 3. SERVICES PROVIDED

The Counties require and the Contractor agrees to perform the following services:

- A. Apply broadleaf herbicide to all of the turf areas for control of broadleaf weeds. This includes applying a broad leaf herbicide to all of the turf areas for control of broadleaf weeds. These applications will be scheduled throughout the growing season for optimal control. The applications will be scheduled in advance and on a Saturday.
- B. Inject ash trees with a systemic insecticide for control of borers and aphids. This includes injecting (7) ash trees with a systemic insecticide for control of borers and aphids.
- C. Plow any snow that is present at the time of arrival in the designated parking lots. Snow plowing will begin after (2) inches of snow has accumulated. Locations to stack/pile excess snow will be coordinated with the property owner/manager. Desertgreen is not responsible for removing of accumulated snow behind parked vehicles. Desertgreen is not responsible for removal of snow from the sidewalks and entry ways to the buildings.
- D. Remove (13) root balls from the trees that were cut down near the entryway and front of the building.

**5. COMPENSATION**

The Contractor shall be paid in accordance with the following:

- A. Full Event 2" to 3" of snow accumulation \$250.00
- B. Full Event 3.1" to 5" of snow accumulation \$275.00
- C. Full Event 5.1" to 7" of snow accumulation \$300.00
- D. Full Event 7.1" to 10" of snow accumulation \$325.00
- E. Full Event 10.1" to 13" of snow accumulation \$350.00
- F. Full Event 13.1" to 15" of snow accumulation \$450.00
- G. Full Event per additional inch 15.1" of snow accumulation \$30.00
- H. Application of broadleaf herbicide cost per visit \$405.00 for a total cost of \$1,215.00 plus tax
- I. Micro Injection of (7) ash trees for a total cost of \$315.00 plus tax
- J. Removal of (13) root balls to include removing the (13) root balls from the trees that were cut down near the entryway and front of the building for a total cost of \$600.00 plus tax.

The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed six thousand dollars (\$6,000.00), not including Washington State Sales Tax.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect. These changes are the only changes to the original contract. All other terms and conditions in the original contract will remain in full force and effect.

The parties have caused this Contract Amendment to be signed as follows:

**Desertgreen Lawn and Tree Care, LLC**

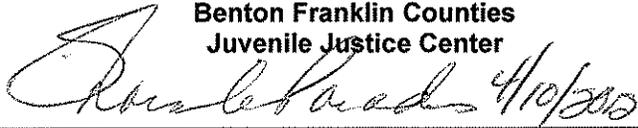


Chris Rieck

4-11-12

Date

**Benton Franklin Counties  
Juvenile Justice Center**

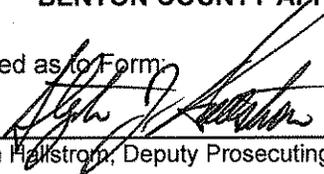


Sharon A. Paradis

Date

**BENTON COUNTY APPROVAL**

Approved as to Form:

  
4/11/12

Stephen Halstrom, Deputy Prosecuting Attorney Date

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Agreed Review Performed by Benton County  
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: James Beaver  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:

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

By: \_\_\_\_\_  
Name: Brad Peck  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

Attest:

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 4/17/12 Subject: Employee of the Month Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

Approval of Employee of the Month for May 2012.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Request signatures approving Employee of the Month for May 2012.

**FISCAL IMPACT**

No fiscal impact.

## JOINT RESOLUTION

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

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

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

**IN THE MATTER OF AMENDMENT NO. 1 TO THE INTERLOCAL  
AGREEMENT FOR PROVISIONS OF ENGINEERING SERVICES BETWEEN  
BENTON COUNTY AND FRANKLIN COUNTY, EXTENDING THE END DATE  
TO JULY 31, 2012**

**WHEREAS**, the Boards of Benton and Franklin County Commissioners approved Benton County Resolution 2012-093 on February 7, 2012 and Franklin County Resolution 2012-55 on February 6, 2012, establishing an Interlocal Agreement for provision of county road engineering services between Benton County and Franklin County effective through April 30, 2012; and

**WHEREAS**, the Counties wish to amend the Interlocal Agreement in order to extend the expiration date from April 30, 2012 to July 31, 2012; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby approve Amendment No. 1 and authorize the Chairman of the Board to sign said attached Amendment No. 1; and

**BE IT RESOLVED** that the Board of Franklin County Commissioners hereby approve Amendment No. 1 and authorize the Chairman of the Board to sign said attached Amendment No. 1; and

**BE IT FURTHER RESOLVED** that Franklin County Resolution 2012-131 is hereby rescinded; and

**BE IT FURTHER RESOLVED** that Amendment No. 1 of the Interlocal Agreement has a revised effective end date of July 31, 2012.

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

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

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

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

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

\_\_\_\_\_  
**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

**AMENDMENT NO. 1  
TO THE  
INTERLOCAL AGREEMENT FOR PROVISION OF ENGINEERING SERVICES  
BETWEEN  
THE COUNTY OF BENTON AND COUNTY OF FRANKLIN**

**THIS AMENDMENT NO. 1** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Franklin and Benton Counties, political subdivisions of the State of Washington, to wit (collectively referred to herein as "Counties"):

**WHEREAS**, Benton County Resolution 2012-093 and Franklin County Resolution 2012-055 approve an Interlocal Agreement for Provision of Engineering Services between Benton County and Franklin County; and

**WHEREAS**, the Counties wish to amend the Interlocal Agreement in order to extend the expiration date from April 30, 2012 to July 31, 2012; and

**NOW, THEREFORE**, in consideration of the payments, provisions, and agreements set forth in the Interlocal Agreement, the Counties agree as follows:

1. The following shall replace Section 2.

The duration of this agreement shall begin immediately upon the duly authorized signatures of both parties and shall expire on, or before, July 31, 2012.

2. The following shall replace Section 6.

This agreement shall be in effect until July 31, 2012, unless terminated sooner, in writing, by authorized representatives of either party. Either party may terminate this agreement at any time for convenience as set forth herein this section.

3. All other terms and conditions remain the same.

**IN WITNESS WHEREOF**, the Counties have caused this Amendment No. 1 to be signed by their duly constituted legal representatives and is effective on the last date signed.

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

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

**Benton County, Washington**

**Franklin County, Washington**

\_\_\_\_\_  
Chairman, Board of County  
Commissioners

\_\_\_\_\_  
Chairman, Board of County  
Commissioners

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Benton County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Franklin County  
Deputy Prosecuting Attorney

## RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: PLAT ROADS FOR THE RIDGE AT REATA WEST, CE 1895 CRP

WHEREAS, plans and specifications for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners;  
NOW, THEREFORE

BE IT RESOLVED that the plans be and hereby are approved and that the Chairman is authorized to sign Sheet One of Fourteen for The Ridge at Reata West, CE 1895 CRP.

Dated this 24<sup>th</sup> day of April 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Orig: Public Works

Steve Becken:Sue Schuetze

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	April 24, 2012	Execute Contract	_____
Subject:	KEEFE Termination – Sheriff's Office	Pass Resolution	X_____
		Pass Ordinance	_____
Prepared by:	<u>D. Pettey</u>	Pass Motion	_____
Reviewed by:	<u>K. Mercer</u>	Other	_____
		Consent Agenda	__X__
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

Benton County and Keefe Commissary Network, LLC entered into a contract on December 8, 2008 via Resolution 08-1004 with an extension signed on November 22, 2011 via Resolution 11-751.

Keefe Commissary Network, LLC agreed to furnish inmate commissary goods to the Benton County Jail through December 31, 2012.

As of January of 2009, the Benton County Jail stopped purchasing commissary goods pre-packaged from Keefe Commissary Network, LLC and began purchasing bulk commissary goods from Keefe Supply and Crawford Supply. Keefe Commissary Network, LLC, Keefe Supply, and Crawford supply are all subsidiaries of Keefe Group, LLC. Keefe Commissary Network, LLC operates as a standalone company under a separate federal identification number from Keefe Group, LLC.

**SUMMARY**

**RECOMMENDATION**

The Sheriff's Office recommends rescinding Resolutions 08-1004 and 11-751 in order to enter into a new agreement with Keefe Group, LLC.

**FISCAL IMPACT**

N/A – No Supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TERMINATING THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND KEEFE COMMISSARY NETWORK, LLC AND RESCINDING RESOLUTIONS 08-1004 AND 11-751

WHEREAS, Benton County and Keefe Commissary Network, LLC entered into a contract on December 8, 2008 via Resolution 08-1004 with an extension signed on November 22, 2011 via Resolution 11-751; and

WHEREAS, Keefe Commissary Network, LLC agreed to furnish inmate commissary goods to the Benton County Jail through December 31, 2012; and

WHEREAS, as of January of 2009, the Benton County Jail stopped purchasing commissary goods pre-packaged from Keefe Commissary Network, LLC and began purchasing bulk commissary goods from Keefe Supply and Crawford Supply; and

WHEREAS, Keefe Commissary Network, LLC, Keefe Supply, and Crawford supply are all subsidiaries of Keefe Group, LLC; and

WHEREAS, Keefe Commissary Network, LLC operates as a standalone company under a separate federal identification number from Keefe Group, LLC; and

WHEREAS, the Sheriff's Office recommends rescinding Resolutions 08-1004 and 11-751 in order to enter into a new agreement with Keefe Group, LLC; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby terminates the contract signed on December 8, 2008 with Keefe Commissary Network, LLC; and

**BE IT FURTHER RESOLVED**, that the board also rescinds Resolutions 08-1004 and 11-751.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff  
cc: Auditor, R. Ozuna,

Prepared by: D. Pettey

I. Contract w/Keefe Group LLC for Inmate Commissary Goods

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	April 24, 2012	Execute Contract	<u>  x  </u>	Consent Agenda	<u>  X  </u>
Subject:	KEEFE Group Contract	Pass Resolution	<u>  x  </u>	Public Hearing	<u>      </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
		Other	<u>      </u>	Other	<u>      </u>

**BACKGROUND INFORMATION**

Benton County had a contract with Keefe Commissary Network LLC for the furnishing of inmate commissary goods to the Benton County Jail through December 31, 2012.

As of January of 2009, the Benton County Jail stopped purchasing commissary goods pre-packaged from Keefe Commissary Network, LLC and began purchasing bulk commissary goods from Keefe Supply and Crawford Supply.

**SUMMARY**

Keefe Commissary Network, LLC, Keefe Supply, and Crawford supply are all subsidiaries of Keefe Group, LLC.

Keefe Commissary Network, LLC operates as a standalone company under a separate federal identification number from Keefe Group, LLC.

**RECOMMENDATION**

The Sheriff's Office recommends entering into an agreement with Keefe Group, LLC.

**FISCAL IMPACT**

No supplement required. No cost/payment/expenditure changes are being made with this contract in comparison to the contract signed with Keefe Commissary Network.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING KEEFE GROUP LLC A PERSONAL SERVICE CONTRACT FOR FURNISHING INMATE COMMISSARY GOODS TO THE BENTON COUNTY JAIL LOCATED IN KENNEWICK, WA

WHEREAS, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton County had a contract with Keefe Commissary Network LLC for the furnishing of inmate commissary goods to the Benton County Jail through December 31, 2012; and

WHEREAS, as of January of 2009, the Benton County Jail stopped purchasing commissary goods pre-packaged from Keefe Commissary Network, LLC and began purchasing bulk commissary goods from Keefe Supply and Crawford Supply; and

WHEREAS, Keefe Commissary Network, LLC, Keefe Supply, and Crawford supply are all subsidiaries of Keefe Group, LLC; and

WHEREAS, Keefe Commissary Network, LLC operates as a standalone company under a separate federal identification number from Keefe Group, LLC; and

WHEREAS, the Sheriff's Office recommends entering into an agreement with Keefe Group, LLC; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Keefe Group, LLC; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached personal service contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences upon the signatures of both parties and expires on December 31, 2012.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Keefe Group, LLC, with its principal offices at 13369 Valley Blvd, Fontana, CA 92335-5247, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and conditions herein
- b. Exhibit "A", Benton County Information Technology Standards

2. DURATION OF CONTRACT

The term of this Contract shall begin upon the signature of both parties and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Fulfill orders placed by COUNTY for commissary goods available through CONTRACTOR's published catalog case price 1-99 per section 26. Orders shall be fulfilled within 72 hours.
- b. The CONTRACTOR agrees to provide its own labor and materials to fulfill its obligations. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
Meeting Date: 24 Apr 2012 Subject: WSU Extension letter Memo Date: 16 Apr 2012 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

### **SUMMARY & BACKGROUND**

Letter of appreciation to WSU Extension.

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



24 April 2012

T. Randel Baldree  
Interim Associate Director – Extension  
Washington State University  
Post Office Box 646248  
Pullman, Washington 98164

Dear Mr. Baldree,

The Board would like to acknowledge your review of the County's budget for 2012 and re-affirm our commitment to WSU Extension and its programs in Benton County. We place great value on the long-tenured partnership among Benton County, the US Department of Agriculture, and Washington State University.

As you are aware, in Benton County and throughout the agrarian areas of Eastern Washington, Extension is tightly woven into the fabric of agriculture, education, and community. Benton County's prominence in and reliance on agriculture is well-documented. According to the Census of Agriculture (2007), among all counties, Benton County ranks 3rd in Washington and 53rd in the nation in market value of agricultural products. Professional farmers and horticultural hobbyists alike depend on the research, expertise, and resources provided by Extension at the two County offices and at the Irrigated Agriculture Research and Extension Center near Prosser. Extension's roots grow deep here in Washington's agricultural epicenter.

Again, we appreciate all of the work that Extension does in Benton County and around the state, and we look forward to continued projects and partnerships into the future.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

---

Jim Beaver, Chairman

---

Shon Small

cc: Elson Floyd, President, WSU  
Marianne Ophardt, Director, WSU Extension BC

---

Leo Bowman

Discussion: 9:05 a.m.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>April 24, 2012</u>	Execute Agreement _____	Consent Agenda _____
Subject: <u>Update – Feasibility</u>	Pass Resolution _____	Public Hearing _____
Study: <u>MRWF Replacement</u>	Pass Ordinance _____	1st Discussion _____ <b>XX</b>
Prepared by: <u>dlh</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>SWB</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

Since the early 2000’s, the City of Richland operated a Moderate Risk Waste Facility (MRWF) near the Richland landfill for all of Benton County. Its operation and maintenance was funded by State Ecology Coordinated Prevention Grants (CPG), as well as matching funds from each City and the County’s garbage excise tax. In July 2010, a fire destroyed the facility, and it was not reopened. The City disbanded its MRW department and as of January 2011, all collections of household hazardous waste (HHW) have been handled by Burlington Environmental (PSC), under a contract with Benton County.

In 2011, two mobile HHW collection events were held – in West Richland in April and in Kennewick in October. The amount paid to PSC for these collection events was \$121,600.24. Of this 75% was reimbursed by the CPG; 10% by City of Kennewick (\$12,106); 7% by City of Richland (\$8,512); 5.25% by Benton County (Garbage Excise Taxes) (\$6,384); 1.75% by City of West Richland (\$2,128); 0.75% by City of Prosser (\$912); and 0.50% by City of Benton City (\$608). Participation rates are based on population.

In 2011, the Solid Waste Advisory Council (SWAC) determined that in order to better serve the public, we needed to come up with a more permanent solution to the collection of HHW. A contract was signed in November 2011 with HDR Engineering to perform a feasibility study to define that solution. Attached you will find Memorandums from HDR that were presented to the SWAC, which give alternatives for siting, level of service, funding and building plans for a permanent MRWF.

The City of Richland already has approximately \$250,000 in insurance proceeds from the previous facility. That money will be used to allay some of the costs for the new facility. Land purchase and construction costs would need to be covered by either a new CPG (an application has been submitted to Ecology for a 2012/2013 offset cycle grant); a loan from the Public Works Trust Fund (PWTF) or a combination of these.

In the past all Solid Waste activities have been supported by CPG funds, and matching monies. As part of this study, we are exploring ways to fund the construction, maintenance and operation of a permanent MRWF without relying on those State funds. The County already collects a garbage excise fee (3.5%) on private garbage collections from County (non-City) residents, which brings in approximately \$150,000 each year. The minimum O & M estimated by the Consultant is \$395,000 per year; at the current County participation rate of 21%, it would cost \$82,950 yearly. It is assumed that our partner cities would enact a similar fee to fund their participation; however at this time their participation has not been finalized.

I am seeking guidance from the Board as to whether you support 1) building a new permanent MRWF; 2) the application for a Public Works Trust Fund loan for the building expenses; 3) obligating a portion of garbage excise fees collected toward the M & O of the facility; as well as repayment of the PWTF loan.

The other alternatives to a fixed MRWF include:

1) No action; residents would be on their own to find a way to get rid of HHW. Pro: No cost to the County. Con: This would invariably mean more HHW would find its way into the waste stream, landfills, and could be illegally dumped along roads and in empty lots.

2) Continue with mobile collection events, perhaps expanding to an every-other month schedule and fixed location(s), using a contracted service. Pro: (a) Service could be expanded or contracted according to budget constraints and usage volumes; (b) no facility to build, operate and maintain; (c) with a fixed schedule, people would be more likely to take their HHW to the collection site. Con: expenses could run between \$100,000 and \$200,000 per year, depending on amounts of materials collected; however, with regular collection services and continued education of the public on reducing and recycling certain HHW, it is possible that we could see decreased costs over the years. The role of the expanding State “Stewardship” programs for certain HHW will also give some relief; presently there is such a program for electronics and the State is working on programs for light bulbs; paints, carpets, tires and medications.