

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, February 7, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ January 31, 2012

Review Agenda

Consent Agenda

### Central Services

a. Agreement w/Smarch, Inc. for Archiving Services

### Commissioners

b. Appointment of N Martin to the Columbia Irrigation District Board of Directors

### Facilities

c. Contract w/DNR Systems, Inc. for OPTO22 Control System

### Fairgrounds

d. Authorization to Pay Avenue Law Office for Workshop Cancellation Fee

### Human Services

e. Agreement, #2012-HHAA-BFCAC, w/Benton Franklin Community Action Committee

f. Support of Services to Meet the Goals of Reducing Homelessness Through the Benton County Homeless Housing and Assistance Program

g. Authorization for the Sale or Transfer of Property from Richland Housing Authority to Lourdes Counseling Center

### Juvenile

h. Agreement, #1263-43048, w/St of WA DSHS, Juvenile Rehabilitation Administration

i. 2012 Monthly Payment for Operations and Facilities Budget

### Office of Public Defense

j. Interlocal Agreement w/WA State Office of Public Defense for Use of Grant Funding

### Public Works

k. Purchase Authorization for ER&R Tire Changer from Myers Tire Supply

l. Establishing New Bonding Procedures; Rescinding Resolution 81-454

m. Master Bridge Work Agreement w/WA State Department of Transportation

n. Approval of ER&R Equipment Rental Rates Schedule for 2012

**9:05 AM      Public Hearing:**

**Amendment** to Dangerous Dog Ordinance – R Lukson

**Scheduled Business: n/a**

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

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, January 31, 2012, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; DPA Ryan Brown; Treasurer Duane Davidson; Larry Moser, Public Works; Jacki Lahtinen, District Court; Clerk Josie Delvin; Teri Holmes and Randy Reid, Central Services; Haydee Guevara; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Auditor Brenda Chilton; Susan Walker, Planning; Ken Denn and Robert Heard, Central Services.

**Approval of Minutes**

The Minutes of January 19, 2012 were approved.  
The Minutes of January 24, 2012 were approved.

**Consent Agenda**

**MOTION:** Commissioner Small moved to approve the consent agenda items "a" through "w", pulling "m" (2012 ER&R Rates) for discussion. Commissioner Bowman seconded and upon vote, the Board approved the following:

**Commissioners**

- a. Competitive Bidding Resolution; Rescinding Resolution 11-402
- b. Establishing Uniform Process for Awarding Contracts; Rescinding Resolution 11-403
- c. Establishing Uniform Small Works Roster Process for Awarding Contracts; Rescinding Resolution 11-404
- d. Soliciting Personal and Professional Service Contracts; Rescinding Resolution 11-405

**Facilities**

- e. Payment Authorization to James Delp DBA Clog Busters for Emergency Work @ Jail

**Fairgrounds**

- f. Contract w/Lindstrom Construction Co. for Removal & Replacement of Metal Girder Beam

**GIS**

- g. Contract w/Mapcon Mapping for Color Digital Orthophotography for 2012

**Juvenile**

- h. Agreement w/MacArthur Foundation for “Models for Change” Participation

**Personnel**

- i. Lease Agreement w/Neopost for Mail Processing Services

**Public Works**

- j. Certification of the 2012 Road Levy and Estimated Revenue
- k. Improvement Authorization of Antinori Road Pursuant to County Road Improvement District No. 21
- l. Authorization to Divert Road Tax Levy Funds to Current Expense for Traffic Enforcement Purposes
- n. Order & Agreement for Franchise to Northwest Open Access Network
- o. Supplemental Agreement w/J-U-B Engineers, Inc. for Piert Road Extension

**Sheriff**

- p. Vehicle Purchase Authorization for Ford Superduty Supercab
- q. Vehicle Purchase Authorization for Chevrolet Caprice
- r. Vehicle Purchase Authorization for Chevrolet Tahoe
- s. Purchase Authorization from 911 Supply, LLC for Uniforms and Accessories
- t. Purchase Authorization from Blumenthal Uniform Co., Inc. for Uniforms and Accessories
- u. Line Item Transfer, Fund No. 0116-101, Dept. 000
- v. Line Item Transfer, Fund No. 0000-101, Dept. 120

**Superior Court**

- w. Line Item Transfer, Fund No. 0000-101, Dept. 123

**Item “m” (ER&R Rental Rates)**

Commissioner Small said he was having discussions with the Public Works Department and wanted to postpone this issue for a week. The Board agreed.

Tom Adams, The Chaplaincy, provided a letter to the Board thanking it for contracting with The Chaplaincy for 34 years for services to the jail.

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

**Treasurer Investment Pool Fund – Public Hearing – Supplemental Hearing**

Loretta Smith Kely requested the Board approve the supplemental appropriation to the 2011-2012 Benton County budget for the Treasurer’s Investment Pool Fund. In response to a question, Treasurer Davidson said that generally their investments were safer than stocks and there was a chance they could lose money, however, it was an opportunity to substantially increase the investment return with the investment pool.

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

**MOTION:** Commissioner Small moved to approve the budget amendment adopting the 2011-2012 Treasurer Investment Pool (Fund 0109-1-01). Commissioner Bowman seconded and upon vote, the motion carried unanimously.

### **Hanford Issues**

Pam Larsen and Larry Lockrem gave updates to the Board on the following issues:

#### **Hanford Communities Annual Report**

- Energy Communities Alliance Meeting in D.C. – Energy Parks
- Waste Treatment Plant
  - Defense Nuclear Safety Board – requested to meet in March
  - Current Workforce – 3,000 range – 62% complete
- Tank Farm Operations
- Groundwater Remediation
- 324 Building – Contamination Issues
- Environmental Restoration Storage Facility
- Reactors (along the river)
- Transuranic Waste
- K-Basin – Demolition and Removal Update
- Waste Burial Grounds – Excavation
- Plutonium Waste Burial Ground – Final Record of Decision
- Mission Support Alliance
- Advocacy for Issues of Local Concern – Working w/TRIDEC/State of Washington, EPA, NW Congressional Staff; ECA
- Projected Hanford Workforce
- Statistics – reduction of workforce due to end of stimulus funds
- Preservation of B Reactor – presented the Board with a copy of the Achievement in Historic Preservation presented to Hanford Communities
- 300 Area Remedial Report - legally required to clean up to commercial standards, but has been cleaned up to residential standards

#### **Hanford Advisory Board Annual Report**

- Tank Waste Committee Members/Issues
- DOE/ORP Road Map
- HAB Executive Council Recommendations/Goals
- System Planning/Alternative Waste Forms
- Tank Waste Closure
- Pipe Line Feasibility
- Interim Storage Facilities
- Hanford Waste Treatment – History
- Summary – topics for committee issues

The Board briefly recessed, reconvening at 10:05 a.m.

The Board agreed to hold an executive session prior to the IT presentation by Central Services.

### **Executive Session – Pending Litigation**

The Board went into executive session at 10:05 a.m. with attorney Ken Miller to discuss pending litigation for up to 20 minutes. Also present were David Sparks, Melina Wenner, Loretta Smith Kilty, and Cami McKenzie. The Board came out at 10:18 a.m. Mr. Sparks said no decisions were made.

### **IT Strategic Plan Implementation – Update**

Randy Reid gave a Powerpoint presentation and briefly discussed the following implementations and schedule:

#### **Started in 2011**

- Enhance county web presence
- Improve courtroom automation
- Conduct email/platform study (direction: Microsoft Exchange)
- Procure asset management/help desk software
- Stabilize and virtualize server environment
- Develop and test disaster recovery plan
- Implement Wireless Connectivity
- Other Projects – Not in IT Plan
  - Voice System Transition
  - Connect Fairgrounds
  - Move email archive to new system
  - Migrate Ascend/ProVal

#### **Start in 2012**

- Migrate email/calendar from Groupwise
- Improve IT skill depth
- Migrate off Novell

### **Commissioner Assignment Update**

Commissioner Bowman provided a report on the work done by the Governor’s “Connecting Washington” task force. He said the Red Mountain Interchange was listed as priority #5 on the projects list. He requested the board approve two letters to Secretary Paula Hammond and Governor Gregoire thanking them for their understanding of the potential in Eastern Washington, specifically Red Mountain.

**MOTION:** Commissioner Bowman moved to approve the letters as presented. Commissioner Small seconded and upon vote, the motion carried unanimously.

Commissioner Bowman reported that the federal government had started to work again on its six-year transportation plan. Additionally, he spoke to the committee chairman in Olympia regarding the City of Kennewick (UGA legislation) and was told that bill came out of committee with one nay vote and was now on its way to the Senate floor as modified.

Commissioner Small said he talked with 11 business owners in Benton City to discuss progress in their town and possible innovative ways to improve their economic development.

Chairman Beaver reported on his attendance at the following meetings: Tri-Cities Visitor & Convention Bureau, TRIDEC, Council of Governments, and water meetings in Yakima.

Additionally, Chairman Beaver commended the efforts of Commissioner Bowman on the Red Mountain issue. He said that participation was important and that travel had the potential to mean \$26 million. He said when the County looked at travel it should keep in mind that sometimes the benefits far exceeded the expense. He said he wanted to remain engaged in these issues and try to get invited to the party so Benton County could get its piece of the pie.

### **Claim For Damages**

CC 2012-02: Received on 1/31/2012 from Dennis Pratt

CC 2012-03: Received on 1/31/2012 from Robert Pyke

### **Vouchers**

Check Date: 1/27/2012

Warrant #: 50324-50612

Taxes #: 010101123, 010101121, 010101124

Total all funds: \$935,179.79

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

### **Resolutions**

2012-056: Competitive Bidding Resolution; Rescinding Resolution 11-402

2012-057: Establishing Uniform Process for Awarding Contracts; Rescinding Resolution 11-403

2012-058: Establishing Uniform Small Works Roster Process for Awarding Contracts; Rescinding Resolution 11-404

2012-059: Soliciting Personal and Professional Service Contracts; Rescinding Resolution 11-405

2012-060: Payment Authorization to James Delp DBA Clog Busters for Emergency Work @ Jail

2012-061: Contract w/Lindstrom Construction Co. for Removal & Replacement of Metal Girder Beam

2012-062: Contract w/Mapcon Mapping for Color Digital Orthophotography for 2012

2012-063: Agreement w/MacArthur Foundation for "Models for Change" Participation

- 2012-064: Lease Agreement w/Neopost for Mail Processing Services
- 2012-065: Certification of the 2012 Road Levy and Estimated Revenue
- 2012-066: Improvement Authorization of Antinori Road Pursuant to County Road Improvement District No. 21
- 2012-067: Authorization to Divert Road Tax Levy Funds to Current Expense for Traffic Enforcement Purposes
- 2012-068: Order & Agreement for Franchise to Northwest Open Access Network
- 2012-069: Supplemental Agreement w/J-U-B Engineers, Inc. for Piert Road Extension
- 2012-070: Vehicle Purchase Authorization for Ford Superduty Supercab
- 2012-071: Vehicle Purchase Authorization for Chevrolet Caprice
- 2012-072: Vehicle Purchase Authorization for Chevrolet Tahoe
- 2012-073: Purchase Authorization from 911 Supply, LLC for Uniforms and Accessories
- 2012-074: Purchase Authorization from Blumenthal Uniform Co., Inc. for Uniforms and Accessories
- 2012-075: Line Item Transfer, Fund No. 0116-101, Dept. 000
- 2012-076: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2012-077: Line Item Transfer, Fund No. 0000-101, Dept. 123
- 2012-078: Budget Amendment – Adopting the 2011-2012 Treasurer Investment Pool Fund Budget

There being no further business before the Board, the meeting adjourned at approximately 11:07 a.m.

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Clerk of the Board

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Chairman

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 7-Feb-12 Agreement with Smarsh, Inc.,	Execute Contract _____	Consent Agenda <u>  x  </u>
Subject: for archiving services	Pass Resolution <u>  x  </u>	Public Hearing _____
By: Robert F. Heard	Pass Ordinance _____	1st Discussion _____
Reviewed By: Loretta Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Per Resolution 11-821 dated December 20, 2011 the Board of Benton County Commissioners authorized the Manager of Central Services to negotiate a service agreement with Smarsh, Inc. to provide a subscription service for email archiving for a one time setup not to exceed \$38,500 and a cost not to exceed \$6.50 per active user account. In addition to archiving emails, Smarsh also provides the service of archiving mobile devices and social media that was not initially included or mentioned in Resolution 11-821.

Central Services recommends entering into a service agreement with Smarsh, Inc. for email, mobile device, and social media archiving. Mobile devices can be added to the agreement at a monthly rate of \$10.00 per active mobile device. Also, social media accounts can be added to the agreement at a monthly rate of \$20.00 per active social media account.

**SUMMARY**

The attached resolution authorizes Central Services to procure professional services as outlined in Resolution 11-405 for procurements over \$25,000.

**RECOMMENDATION**

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

2<sup>ND</sup>

**FISCAL IMPACT**

As stated in Resolution 11-821, there will be a one-time cost for setup of accounts and import of existing archive shall not exceed \$38,500 and that the cost per month shall not exceed \$6.50 per active email user, \$10.00 per active mobile device, and \$20.00 per active social media account plus Washington State sales tax.

The agreement with Smarsh is a 60 month commitment with the option to cancel services after 12 months. All costs for 2012 will be paid for by Central Services (0502-101) using fund balance. A supplemental will be required. Subsequence years will become a part of the Central Services charge back.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## **IN THE MATTER OF A SERVICE AGREEMENT BETWEEN BENTON COUNTY AND SMARSH, INC. FOR EMAIL, MOBILE DEVICES, AND SOCIAL MEDIA ARCHIVING SERVICES**

**WHEREAS**, per Resolution 11-821 dated December 20, 2011 the Board of Benton County Commissioners authorized the Manager of Central Services to negotiate a service agreement with Smarsh, Inc. to provide a subscription service for email archiving for a one time setup not to exceed \$38,500 and a cost not to exceed \$6.50 per active user account plus WSST; and

**WHEREAS**, Central Services realizes the importance of archiving electronic records created in mobile devices and social media; and

**WHEREAS**, in addition to archiving emails, Smarsh also provides the service of archiving mobile devices and social media that was not initially included or mentioned in Resolution 11-821; and

**WHEREAS**, specific pricing and service information for mobile devices and social media are provided in Exhibit "C" attached to the Smarsh Agreement; and

**WHEREAS**, Central Services recommends entering into a service agreement with Smarsh, Inc. for email, mobile device, and social media archiving; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and approves the service agreement between Benton County and Smarsh, Inc. for providing a subscription for email, mobile device, and social media archiving; and

**BE IT FURTHER RESOLVED**, that the one-time costs for setup of accounts and import of existing archive shall not exceed \$38,500 and that the cost per month shall not exceed \$6.50 per active email user, \$10.00 per active mobile device, and \$20.00 per active social media account plus Washington State Sales Tax; and

**BE IT FURTHER RESOLVED**, that the subscription with Smarsh is a 60 month commitment with the option to cancel services after 12 months; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the agreement between Benton County and Smarsh, Inc. 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

RHeard

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>02/07/12</u>	Execute Contract	_____
Subject:	<u>Reappt</u>	Pass Resolution	XXX
	<u>Columbia</u>	Pass Ordinance	_____
	<u>Irrigation Dist.</u>	Pass Motion	_____
Prepared by:	Marilu Flores	Other	_____
Reviewed by:	LSK		

**BACKGROUND INFORMATION**

The Commissioners' Office was notified that the Director for Division #3 with the Columbia Irrigation District resigned his position effective January 1, 2012. The District solicited letters of interest and after consideration recommends appointing Neil Martin to fill the unexpired term.

**SUMMARY**

A vacancy in the Columbia Irrigation District exists and needs to be filled.

**RECOMMENDATION**

That the Commissioners review the attached letter from the Columbia Irrigation District requesting appointment of Neil Martin to fill the unexpired term.

**FISCAL IMPACT**

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**MOTION**

# RESOLUTION

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

**IN THE MATTER OF APPOINTMENT TO THE COLUMBIA IRRIGATION DISTRICT**

**WHEREAS** there is an open position for Director in Division #3 due to a resignation; and

**WHEREAS**, the Board of Benton County Commissioners has received a recommendation from the Columbia Irrigation District Board of Directors for Neil Martin to fill the open position; **NOW, THEREFORE**,

**BE IT RESOLVED** that Neil Martin is hereby appointed to fill the unexpired term for the position of Director of Division #3, said term expiring on December 31, 2012; and

**BE IT FURTHER RESOLVED** that Neil Martin is hereby appointed to fill the unexpired term for the position of Director of Division #3, said term expiring on December 31, 2012.

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:	2/7/2012	Execute Contract	<input checked="" type="checkbox"/>
Subject:	OPTO22 RFP	Pass Resolution	<input checked="" type="checkbox"/>
Prepared by:	D. Pettey / Dan Waggoner	Pass Ordinance	<input type="checkbox"/>
Reviewed by:	K. Mercer	Pass Motion	<input type="checkbox"/>
		Other	<input type="checkbox"/>
		Consent Agenda	<input checked="" type="checkbox"/>
		Public Hearing	<input type="checkbox"/>
		1st Discussion	<input type="checkbox"/>
		2nd Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

Per resolution 11-522 dated August 16, 2011, the Board of Benton County Commissioners approved the solicitation of proposals for the upgrading of the OPTO22 Control System for the Benton County Justice Center and Corrections Facility pursuant to the provisions of RCW 39.04.270 for competitive negotiations.

Per resolution 11-736 dated November 22, 2011, the Board of Benton County Commissioners directed staff to prepare a contract with DNR Systems, San Ramon, CA for the upgrading of the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC System at the Benton County Justice Center and Corrections Facility.

The OPTO22 Control System Upgrade Project is currently listed as a project in the 2011-2016 Benton County Capital Improvement Plan.

**SUMMARY**

**RECOMMENDATION**

The Facilities Department is ready for DNR to begin work on the OPTO22 project and recommends that the board sign the attached Resolution and Contract.

Contract shall begin upon execution of the contract and shall terminate on December 31, 2012.

**FISCAL IMPACT**

Amount not to exceed shall be \$111,000.00 not including WSST. Project funding will come from Jail Depreciation (local agencies have been notified).

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACTING WITH DNR SYSTEMS TO UPGRADE THE OPTO22 SNAP ETHERNET FACTORY FLOOR SYSTEM TO A SNAP PAC SYSTEM AT THE BENTON COUNTY JUSTICE CENTER AND CORRECTIONS FACILITY

**WHEREAS**, per resolution 11-522 dated August 16, 2011, the Board of Benton County Commissioners approved the solicitation of proposals for the upgrading of the OPTO22 Control System for the Benton County Justice Center and Corrections Facility pursuant to the provisions of RCW 39.04.270 for competitive negotiations; and

**WHEREAS**, per resolution 11-736 dated November 22, 2011, the Board of Benton County Commissioners directed staff to prepare a contract with DNR Systems, San Ramon, CA for the upgrading of the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC System at the Benton County Justice Center and Corrections Facility; and

**WHEREAS**, the OPTO22 Control System Upgrade Project is currently listed as a project in the 2011-2016 Benton County Capital Improvement Plan; and

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agree to move forward with this project and award the contract to upgrade the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC System at the Benton County Justice Center and Corrections Facility to DNR Systems, San Ramon, CA for a total contract amount of \$111,000.00 not including WSST; and

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

**BE IT FURTHER RESOLVED** the term of the attached contract commences upon execution by both parties and shall terminate 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 DNR Systems, Inc., with its principal offices at PO Box 2612, San Ramon, CA 94583, (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's Request for Proposal (RFP)
- c. Exhibit B - Contractor's Quote
- d. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin upon the signature of all parties and shall expire on December 31, 2012. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to furnish and install equipment and software to upgrade the OPT022 FactoryFloor System to a SNAP PAC System for the Benton County Justice Center and Jail Facility located in Kennewick, WA in accordance with the COUNTY'S RFP attached hereto as Exhibit A and the CONTRACTORS proposed quote attached hereto as Exhibit B. In the event that requested work encompasses work that is legally required to be

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FAIRGROUNDS</u>
Meeting Date: 2/7/2012	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject Auth. to Pay Invoice	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Benton County Administration determined it was necessary to have a team building workshop for the employees located at the Benton County Fairgrounds.

Deputy County Administrator contacted Sarah Perry with Avenue Law Office PLLC, Kennewick, WA to conduct the team building workshop for an amount not to exceed \$1,000.00.

Deputy County Administrator did not believe it was necessary to move forward with the workshop and cancelled with Avenue Law due to circumstance that did not justify the workshop.

Avenue Law submitted an invoice in the amount of \$500.00 for a cancellation fee for giving notice less than two weeks in advance.

**RECOMMENDATION**

Approve the attached resolution, authorizing payment in the amount of \$500.00 to Avenue Law.

**FISCAL IMPACT**

Amount not to exceed \$500.00 to be paid out of Fairgrounds Operating Budget (0124-101).  
No supplement required.

**MOTION**

Move to approve the attached Resolution authorizing payment in the amount of \$500.00 to Avenue Law Office PLLC for team building workshop cancellation fee.

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING PAYMENT TO AVENUE LAW OFFICE, PLLC FOR CANCELLATION FEE FOR A SCHEDULED TEAM BUILDING WORKSHOP**

**WHEREAS**, Benton County Administration determined it was essential to have a team building workshop for the employees located at the Benton County Fairgrounds; and

**WHEREAS**, the Deputy County Administrator contacted Sarah Perry with Avenue Law Office, PLLC, Kennewick, WA to conduct the team building workshop for an amount not to exceed \$1,000.00; and

**WHEREAS**, the Deputy County Administrator did not believe it was necessary to move forward with the workshop and cancelled with Avenue Law Office, PLLC due to circumstance that did not justify the workshop; and

**WHEREAS**, Avenue Law Office, PLLC submitted an invoice in the amount of \$500.00 for a cancellation fee; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the payment to Avenue Law Office, PLLC, Kennewick, WA in the amount of \$500.00 for the cancellation fee of the Team Building Workshop.

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>		
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #2012-HHAA-BFCAC with Benton Franklin Community Action Committee  <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS  <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness.

The Benton and Franklin County Homeless Housing and Assistance Program will provide short-term financial assistance and case management to assist the Counties with meeting the overall goals to reduce homelessness.

The Agreement process was initiated in December of 2011; the delay in execution is a result of the legal review process.

**SUMMARY**

**Amount:** Benton County Agreement amount \$169,988.00  
               Franklin County Agreement amount \$123,409.00  
**Period:** February 1, 2012 through December 31, 2012  
**Funding Source:** Benton County 2163 Homeless Housing Fund  
                           Franklin County 2163 Homelessness Housing Fund

**RECOMMENDATION**

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

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Funds 0154101, Benton County Homeless Housing Fund and 0188-000-0001, Franklin County 2163 Homelessness Housing Fund, for an agreement amount of \$169,988.00 (Benton County) and \$123,409.00 (Franklin County)

**MOTION**

To approve signing Agreement #2012-HHAA-BFCAC with Benton Franklin Community Action Committee, 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 BOARDS OF THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING AGREEMENT #2012-HHAA-BFCAC TO ASSIST THE COUNTIES WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN THROUGH THE BENTON AND FRANKLIN COUNTY HOMELESS HOUSING AND ASSISTANCE PROGRAM; BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE**

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness; and

**WHEREAS**, the Benton and Franklin County Homeless Housing and Assistance Program will serve the Counties homeless residents, who have resided in either Benton or Franklin County at least one night prior to applying for services, and who have met the program eligibility and documentation requirements; and

**WHEREAS**, the Benton and Franklin County Homeless Housing and Assistance Program will provide short-term financial assistance and case management to assist the Counties with meeting their overall goals to reduce homelessness; and

**WHEREAS**, the Agreement process was initiated in December of 2011; the delay in execution is a result of the legal review process; NOW THEREFORE

**BE IT RESOLVED**, that the Boards of Benton County Commissioners 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 #2012-HHAA-BFCAC between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, to provide short-term financial assistance and case management to assist the Counties with meeting their overall goals to reduce homelessness through the Benton and Franklin County Homeless Housing and Assistance Program, for a Benton County Agreement amount of \$169,988.00 and Franklin County Agreement amount of \$123,409.00, and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on February 1, 2012 and shall expire on December 31, 2012.

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

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

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

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

\_\_\_\_\_  
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 #2012-HHAA-BFCAC**

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 **Benton Franklin Community Action Committee**, a nonprofit social service organization with its principal offices at 710 Court Street, Pasco, WA 99301, (hereinafter "Contractor").

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

**Contractor Contact Information:**  
Judith A. Gidley, Executive Director  
Benton Franklin Community Action  
Committee  
710 Court Street  
Pasco, WA 99301  
Phone: 509.545.4042  
Fax: 509.544.9691  
E-Mail: jgidley@bfcac.org

Agreement Start Date..... February 1, 2012  
Agreement End Date..... December 31, 2012  
Unless this Agreement is terminated sooner as set forth herein.

Consideration ..... Benton County -\$169,988.00  
Franklin County-\$123,409.00

Exhibit A..... Bi-County Logic Model  
Exhibit B..... Bi-County Budget Spread Sheet

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: Executive Director Date 1/30/12

**For Benton County:**

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

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

**For Franklin County:**

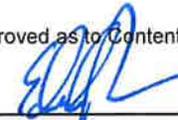
\_\_\_\_\_  
Franklin County Commissioners Date

\_\_\_\_\_  
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

f. Support of Services to Meet the Goals of Reducing Homelessness Through the Benton County Homeless Housing and Assistance Program

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		<u>CONSENT AGENDA</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> <u>Resolution supporting Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of reducing homelessness</u></p> <p><b>Prepared by:</b> Maria Loera, Senior Secretary</p> <p><b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS</p>	<p><b>Execute Contract</b> _____</p> <p><b>Pass Resolution</b> <u>  X  </u></p> <p><b>Pass Ordinance</b> _____</p> <p><b>Pass Motion</b> _____</p> <p><b>Other</b> _____</p>		<p><b>Consent Agenda</b> _____</p> <p><b>Public Hearing</b> _____</p> <p><b>1st Discussion</b> _____</p> <p><b>2nd Discussion</b> _____</p> <p><b>Other</b> _____</p>	

**BACKGROUND INFORMATION**

Benton Franklin Counties Department of Human Services will assist Benton County with meeting the goals of the Ten-Year Homeless Housing Plan to reduce homelessness.

The Benton County Homeless Housing and Assistance Program will serve County homeless residents, who have resided in Benton County at least one night prior to applying for services, and who have met the program eligibility and documentation requirements. The program will provide services or activities necessary to meet the goals of reducing homelessness.

**RECOMMENDATION**

- Sign this resolution supporting the Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of reducing homelessness through the Benton County Homeless Housing and Assistance Program.

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Homeless Housing Fund 0154.101.

**MOTION**

To approve signing this resolution supporting the Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of reducing homelessness through the Benton County Homeless Housing and Assistance Program, and to authorize the Chair to sign on behalf of the Board.

  
\_\_\_\_\_  
Signature

# RESOLUTION

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

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

**RE: A RESOLUTION SUPPORTING BENTON FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES TO PROVIDE SERVICES OR ACTIVITIES NECESSARY TO MEET THE GOALS OF REDUCING HOMELESSNESS THROUGH THE BENTON COUNTY HOMELESS HOUSING AND ASSISTANCE PROGRAM**

**WHEREAS**, Benton Franklin Counties Department of Human Services will assist Benton County with meeting the goals of the Ten-Year Homeless Housing Plan to reduce homelessness; and

**WHEREAS**, the Benton County Homeless Housing and Assistance Program will serve County homeless residents, who have resided in Benton County at least one night prior to applying for services, and who have met the program eligibility and documentation requirements; and

**WHEREAS**, the Benton County Homeless Housing and Assistance Program will provide services or activities necessary to meet the goals of reducing homelessness; NOW THEREFORE,

**BE IT RESOLVED**, that the Benton Franklin Counties Department of Human Services is authorized to voucher the Benton County Auditor's office to make such payments necessary for the disbursement of reasonable costs associated with program implementation for the Homeless Housing Fund 0154.101, and

**BE IT FURTHER RESOLVED**, that vouchers for direct reimbursement to the Benton Franklin Counties Department of Human Services must receive approval from the Commissioners' Office before being submitted to the Benton County Auditor's Office; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign and support this resolution, for Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of reducing homelessness through the Benton County Homeless Housing and Assistance Program.

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

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

\_\_\_\_\_  
Member

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

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

g. Authorization for the Sale or Transfer of Property from Richland Housing Authority to Lourdes Counseling Center

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> 2/7/12  <b>Subject:</b> Written Consent to property transfer  <b>Prepared by:</b> Ed Thornbrugh  <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Execute Contract _____ Pass Resolution <u>  X  </u> Pass Ordinance _____ Pass Motion _____ Other <u>  X  </u>  Sign letter		<b>Consent Agenda</b> <u>  ^  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

In 2003, the Richland Housing Authority (RHA) received a grant through the counties, from Greater Columbia Behavioral Health for the purpose of purchasing two homes to be used as permanent housing for persons with mental illness.

The Grant agreement requires a repayment of the grant, should RHA sell, refinance or transfer the homes without the written consent of the counties. Richland Housing Authority intends to sell the homes to Lourdes Counseling Center to maintain their use as permanent housing for persons with mental illness.

Lourdes Counseling will be required to record an amended restrictive covenant (drafts approved to form by legal counsel attached for review) that fully incorporates the terms of the original grant agreement.

Richland Housing Authority did violate the original grant agreement in 2008 by refinancing the properties without the counties written consent. As the letter indicates, written consent is for the current sale or transfer and does not waive the counties' right to take action against RHA for their grant agreement violation in 2008, nor any other right by virtue of said agreement.

**RECOMMENDATION**

Sign the letter or written consent supporting the sale or transfer of the two homes from Richland Housing Authority to Lourdes Counseling Center.

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

The chair be authorized to sign the letter of consent and authorize the administrator for Benton and Franklin Counties Department of Human services to sign the amended restrictive covenant on behalf of the counties when it is recorded.



\_\_\_\_\_  
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 EXPRESSING WRITTEN CONSENT TO THE SALE OR TRANSFER OF HOMES FROM RICHLAND HOUSING AUTHORITY TO LOURDES COUNSELING CENTER AS REQUIRED BY AN AGREEMENT FOR AN AFFORDABLE HOUSING PROJECT BETWEEN RICHLAND HOUSING AUTHORITY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES (BFDHS)**

**WHEREAS**, Richland Housing Authority seeks to sell or transfer properties purchased with grant funding provided in 2003 ; and

**WHEREAS**, Sale or transfer of those properties without written consent of the counties shall require Richland Housing Authority to repay the entire amount of the grant plus an amount representing BFDHS's shared appreciation agreement; and

**WHEREAS**, Sale or transfer to Lourdes Counseling Center will retain those homes in active service to the mental health system of care; NOW THEREFORE,

**BE IT RESOLVED**, that the Boards of Benton County and Franklin County Commissioners hereby accept the proposed; letter of written support for sale or transfer of property from Richland Housing Authority to Lourdes Counseling Center as required by the grant agreement executed on September 29<sup>th</sup>, 2003; 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; and

**BE IT FURTHER RESOLVED**, the administrator for Benton and Franklin Counties Department of Human Services be authorized to sign new restricted covenants to be recorded against the affected properties on behalf of the counties.

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair 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

James Beaver, Chairman  
Shon Small, Chair Pro Tem  
Leo Bowman, Member  
(509) 786-5600  
(509) 736-3080 (toll-free from Tri-Cities)

Brad Peck, Chairman  
Rick Miller, Chair Pro Tem  
Robert E. Koch, Member  
(509) 545-3535

Eric M Butterworth, Attorney at Law  
7025 W. Grandridge Blvd. Ste. A  
Kennewick WA 99336

January 31<sup>st</sup>, 2012

Mr. Butterworth,

As you are aware, in 2003 the Benton Franklin Department of Human Services issued a grant to the Richland Housing Authority to purchase two homes to be used for housing chronically mentally ill adults in Richland. At that time, a restrictive covenant had been filed that did not fully express the conditions of the grant agreement. This resulted in Richland Housing Authority using the homes as collateral for additional loans, unknown to the Department of Human Services.

Currently, Richland Housing Authority is in the process of closing and dissolution. It is the Counties' understanding that they are negotiating with your client, Lourdes Counseling Center to transfer the homes and remaining debt obligation. As it is the expressed intent of Lourdes Counseling Center to maintain these homes in active use for the chronically mentally ill population, the Counties consent to this transaction provided that Lourdes Counseling Center shall promptly enter and record an amended Restrictive Covenant in a form approved by the Counties that fully incorporates the terms of the original Grant Agreement executed on September 29<sup>th</sup>, 2003 and the amendment executed on April 21<sup>st</sup>, 2004 with the Benton County Assessor's Office pertaining to Assessor's Property Tax Parcels/Accounts Nos.: 1-1498-302-0502-005 (Lot 5) and 1-1098-102-0244-006 (Lot 6). These Documents have been attached as reference.

The following language is requested and required in both amended Restrictive Covenants to meet this condition (new language italicized):

The Grantor, **RICHLAND HOUSING AUTHORITY**, for itself, its heirs, executors, *transferees, successors* and assigns, hereby covenants and promises that the following described real property shall, for the period stated herein, *not be sold, refinanced, assigned, transferred, or otherwise disposed of without the express written consent of the Benton and Franklin Counties Department of Human Services, and that to the extent that said express written consent is provided, transferee agrees to abide by the covenants on the property and assumes the obligations of Grantor under the terms of the Affordable Housing Program Grant Contract Between Benton and Franklin Counties Department of Human Services and Richland Housing Authority executed on the 29th day of September, 2003 ; furthermore the property shall* be possessed, used, developed and operated by Richland Housing

Authority, *its heirs, executors, transferees, successors, and assigns*, exclusively for the purpose of housing units made available only for persons who are chronically mentally ill, under the terms of that certain Affordable Housing Program Grant Contract Between Benton and Franklin Counties Department of Human Services and Richland Housing Authority executed on the 29th day of September, 2003.

All the other existing language in each Restrictive Covenant beyond what was being added would also be subject to inclusion in each new Restrictive Covenant. Attached, you will find proposed drafts of the new covenants to be filed.

It should be noted that while this consent would relieve the Richland Housing Authority of the obligation to repay the original grant amount as described in section 3.06.A. of the grant agreement, the Counties do not waive their right to take action against the Richland Housing Authority for violating the grant agreement by refinancing the properties on October 8, 2008, nor any other right by virtue of said grant agreement.

---

Chair, Benton County  
Board of County Commissioners

---

Chair, Franklin County  
Board of County Commissioners

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>XX</u>
<b>MEETING DATE:</b> B/C 02/07/2012 F/C 02/15/2012	Executive Contract <u>XX</u>	PUBLIC HEARING
<b>SUBJECT:</b> Consolidated Contract FY 12-13 #1263-43048	Pass Resolution <u>XX</u>	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Toni Lehman	Pass Ordinance	2 <sup>nd</sup> DISCUSSION
<b>Reviewed By:</b> Sharon A. Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), consolidates the following into one contract: Consolidated Juvenile Services At-Risk, Disposition Alternatives for Special Sexual Offender Disposition Alternative, Community Juvenile Accountability ACT/Evidence Based Programs, Chemical Dependency Disposition Alternative, Suspended Disposition Alternative, Mental Health Disposition Alternative, and Promising Programs; Diagnostic Evaluations of Offenders Committable to JRA; and Detention Services. These grant dollars provide services in those programs. We have received the new County Program Agreement # 1263-43048.

**SUMMARY**

The term of this contract is January 1, 2012, through June 30, 2013. The Consolidated Contract is backdated to January 1, 2012 so that services are not interrupted and the Juvenile Justice Center can maximize the use of available funds effective on January 1, 2012. The contract was not received by DSHS until December of 2011. This is a continuation contract.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract with DSHS/JRA.

**FISCAL IMPACT**

This is a grant by which we are reimbursed for services.

**MOTION**

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the County Program Agreement Consolidated Contract FY 12-13 # 1263-43048 for services between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration.

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 COUNTY PROGRAM AGREEMENT # 1263-43048 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement # 1263-43048 between State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2012 and terminating on June 30, 2013. The contract is backdated to January 1, 2012 so that services are not interrupted and the Juvenile Justice Center can maximize the use of available funds effective on January 1, 2012. The contract was not received by DSHS until December of 2011, 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 County Program Agreement.

DATED this 07<sup>th</sup> day of February 2012  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 15<sup>th</sup> day of February 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



**COUNTY  
PROGRAM AGREEMENT**  
Consolidated Contract FY12-13

DSHS Agreement Number  
1263-43048

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
  
County Agreement Number

DSHS ADMINISTRATION  
Juvenile Rehabilitation

DSHS DIVISION  
Division of Community Programs

DSHS INDEX NUMBER  
1122

CCS CONTRACT CODE  
**5024CS-63**

DSHS CONTACT NAME AND TITLE

Barbara Kraemer  
FA5

DSHS CONTACT ADDRESS

OB 2  
P.O. Box 45720  
Olympia, WA 985045720

DSHS CONTACT TELEPHONE

(360)902-0765

DSHS CONTACT FAX

(360)902-8108

DSHS CONTACT E-MAIL

kraembj@dshs.wa.gov

COUNTY NAME

Benton County  
Franklin County

COUNTY DBA

COUNTY ADDRESS

5605 W Canal Place, Suite 106  
  
Kennewick, WA 99336

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)

035-000-971

COUNTY CONTACT NAME

Sharon Paradis

COUNTY CONTACT TELEPHONE

(509) 736-2724

COUNTY CONTACT FAX

(509) 222-2311

COUNTY CONTACT E-MAIL

sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

N

CFDA NUMBERS

PROGRAM AGREEMENT START DATE

01/01/2012

PROGRAM AGREEMENT END DATE

06/30/2013

MAXIMUM PROGRAM AGREEMENT AMOUNT

See Exhibits

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

Exhibits (specify): Exhibit A: Consolidated Contract-Block Grant; Exhibit B: E3SHB 3900 Funds; Exhibit C: Diagnostic Evaluations of Offenders Committable to JRA; Exhibit D: Detention Services

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE (S)

see attached signature page

PRINTED NAME (S) AND TITLE (S)

DATE (S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

Del R. Hontanosas  
Grants and Contracts Manager

DATE SIGNED

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> B/C 2-7-12 F/C 1-25-12	Executive Contract	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Joint Resolution establishing Flat Monthly Payments by Franklin County for 2012 with respect to the Juvenile Center Operations and Facilities Budget	Pass Resolution	<u>xx</u>
	Pass Ordinance	---
	Pass Motion	---
	Other	---
<b>Prepared By:</b> Jennifer Bowe		PUBLIC HEARING ---
<b>Reviewed By:</b> Sharon A. Paradis		1ST DISCUSSION ---
		2ND DISCUSSION ---
		OTHER ---

**BACKGROUND INFORMATION**

The 2012 Juvenile Operations Budget was submitted to Franklin County and approved in the amount of \$5,185,554. Based on the juvenile population, Franklin County is responsible for \$1,601,455 or 30.95%.

The 2012 Juvenile Facility Budget was submitted to Franklin County in the amount of \$192,021 and based on a funding formula of 28%, Franklin County is responsible for \$47,042.

**SUMMARY**

In order to maintain adequate cash flow in the Juvenile Justice Center Fund, starting January 2012, this Resolution establishes flat monthly payments by Franklin County based on the approved 2012 Juvenile Operations and Facilities Budget.

**RECOMMENDATION**

I recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Joint Resolution establishing flat monthly payments for the 2012 Juvenile Center Operations and Facilities budget.

**FISCAL IMPACT**

The fiscal impact resulting from this Joint Resolution is included in the annual Operations and Facilities Budget for the Benton-Franklin Juvenile Justice Center as approved and passed by each of the respective Boards of County Commissioners during the budgeting process.

**MOTION**

I move that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the Joint Resolution approving flat monthly payments by Franklin County for the Juvenile Justice Center Fund.

**JOINT RESOLUTION**

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

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

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

**RE: FLAT MONTHLY PAYMENTS FOR THE 2012 JUVENILE CENTER OPERATIONS BUDGET AND FACILITIES BUDGET**

**WHEREAS**, to maintain adequate cash flow in the Juvenile Justice Center Fund, starting January 2012, Franklin County is responsible for flat monthly payments in the amounts of \$133,454.00 for the 2012 Juvenile Center Operations Budget and \$3,920.00 for the 2012 Juvenile Facility Budget, payable to the Benton County Treasurer; and,

**WHEREAS**, Franklin County shall submit the combined total flat monthly payment in the amount of \$137,374.00 for their portion of the 2012 Juvenile Operations and Facility Budget to the Benton County Treasurer for January 2012 and February 2012 no later than February 24, 2012 with subsequent monthly payments due by the 1st working day of each month; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Commissioners of Benton and Franklin Counties that the flat monthly payment for January 2012 and February 2012 be paid no later than February 24, 2012 with subsequent monthly payments due by the 1st working day of each month from Franklin County, payable to Benton County Treasurer in the amount of \$137,374.00 is approved; and

**BE IT FURTHER RESOLVED** no later than April 2013 Franklin County will receive a final 2012 invoice itemizing actual yearly expenditures and any adjustments necessary based on actual expenditures.

Dated this 7th day of February, 2012

Dated this 25th day of January, 2012

**Board of Benton County Commissioners**

**Board of Franklin County Commissioners**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**Attested to by:**

**Attested to by:**

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

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

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 <sup>st</sup> discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: **February 7, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Benton County is eligible for grant funding to fund public defense operations. The grant funding comes from the State Office of Public Defense and, for 2012, is supposed to be \$167,372.00. 50% of this funding (\$83,686) has already been received and the remainder is anticipated to be disbursed in mid-2012. A requirement of the grant is the execution of the presented interlocal agreement. A review of the agreement shows that the Benton & Franklin Counties Office of Public Defense is currently in compliance with the agreement and is anticipated to continue to be in compliance for the foreseeable future.

**SUMMARY**

Request execution of interlocal agreement with State OPD in order to utilize grant funding from that agency.

**RECOMMENDATION**

Approve resolution executing agreement with State OPD in order to utilize grant funding approved for Benton County by State OPD.

**ANTICIPATED FISCAL IMPACT**

Execution of this agreement will allow Benton County to utilize \$83,686.00 in grant funding from State OPD to fund public defense operations.

# RESOLUTION

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

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

**IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE OFFICE OF PUBLIC DEFENSE FOR USE OF GRANT FUNDING.**

**WHEREAS**, Benton County is eligible to receive grant funding from the State Office of Public Defense; and

**WHEREAS**, Benton County has received a portion of the grant funding as well as an interlocal agreement that must be signed in order to use the portion received, as well as the remainder of the grant funding, that is anticipated to be disbursed in mid-2012; and

**WHEREAS**, the operations of the Office of Public Defense currently comply with the interlocal agreement as presented, and will continue to comply into the foreseeable future; and

**WHEREAS**, it appears to be in the best interests of Benton County to execute the presented interlocal agreement and therefore be able to take advantage of the grant funding;

**NOW THEREFORE, BE IT RESOLVED THAT** interlocal agreement with State Office of Public Defense, identified as ICA 12182, be executed as presented, and that the Chairman of the Board be authorized to execute the said agreement on behalf of the entire Board.

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

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

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

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

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

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

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p><b>1. Recipient –RCW 10.101.070 Funds</b>                  Benton County                  620 Market Street                  Prosser, WA 99350</p>	<p><b>2. Recipient Representative</b>                  Eric Hsu                  Indigent Defense Coordinator                  7122 West Okanogan Place, Building A                  Kennewick, WA 99336</p>
<p><b>3. Office of Public Defense (OPD)</b>                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>	<p><b>4. OPD Representative</b>                  Joanne I. Moore                  Director                  Office of Public Defense                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>
<p><b>5. Distribution Amount</b>                  \$83,686.00</p>	<p><b>6. Use Period</b>                  January 1, 2012 through June 30, 2012</p>
<p><b>7. Purpose</b>                  Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.</p>	
<p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2012 and end June 30, 2012. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p><b>FOR THE RECIPIENT</b></p> <p>_____</p> <p>Name, Title</p> <p>_____</p> <p>Date</p>	<p><b>FOR OPD</b></p> <p>_____</p> <p>Joanne I. Moore, Director</p> <p>_____</p> <p>Date</p>

k. Purchase Authorization for ER&R Tire Changer from Myers Tire Supply

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>AGENDA ACTION</u>
Meeting Date: <u>Feb. 7, 2012</u>	Execute Agreement _____	Consent Agenda <u>XX</u>
Subject: <u>ERR Purchase-Tire Changer</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>LJM</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

As authorized by Resolution 11-402 and RCW 36.32.345, quotations were solicited for the purchase of a Tire Changer for E. R. & R. Written quotations were received from three vendors on the Benton County Vendor List.

**SUMMARY**

The following quotations were received from vendors on the Benton County Vendor List:

MYERS TIRE SUPPLY Portland, Oregon 97232	\$6,300.00
PASCO AUTO & TRUCK PARTS NAPA Pasco, Washington 99301	\$7,599.00
PROSSER NAPA Prosser, Washington 99350	\$7,965.00

**RECOMMENDATION**

Approve the award of the business to Myers Tire Supply, Portland, Oregon.

**FISCAL IMPACT**

The quoted price of \$6,300.00, plus WSST \$522.90.

**MOTION**

Approve the resolution as part of the consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: ER&R PURCHASE TIRE CHANGER

WHEREAS, resolution 11-402 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued at between \$5,000 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, written quotations were received from three vendors on the Benton County Vendor List; as follows:

MYERS TIRE SUPPLY Portland, Oregon 97232	\$6,300.00
PASCO AUTO & TRUCK PARTS NAPA Pasco, Washington 99301	\$7,599.00
PROSSER NAPA Prosser, Washington 99350	\$7,965.00

and

WHEREAS, the County Engineer recommends award of the business to MYERS TIRE SUPPLY, Portland, Oregon 97232; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County ER&R with a Tire Changer be awarded to Myers Tire Supply, Portland, Oregon, in the amount of \$6,300.00, and Washington State Sales Tax in the amount of \$522.90; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the purchase.

Dated this 7th day of February 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington  
Becken:Moser:slc

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		<b>I. Establishing New Bonding Procedures; Rescinding Resolution 81-454</b>	
Meeting Date :	February 7, 2012	Execute Contract :		Consent Agenda :	<input checked="" type="checkbox"/>
Subject :	Construction Bonding	Pass Resolution :	<input checked="" type="checkbox"/>	Public Hearing :	<input type="checkbox"/>
Prepared by :	SWB	Pass Ordinance :	<input type="checkbox"/>	1st Discussion :	<input type="checkbox"/>
Reviewed by :		Pass Motion :	<input type="checkbox"/>	2 <sup>nd</sup> Discussion :	<input type="checkbox"/>
		Other :	<input type="checkbox"/>	Other :	<input type="checkbox"/>

## BACKGROUND INFORMATION

In 1981, the Board of County Commissioners passed a resolution allowing Public Works to receive cash bonds for various construction projects. The resolution capped the maximum amount of the bond at \$1,000.00.

## SUMMARY

Over the last 30 years, cost of construction has increased where the majority of the small construction projects cost more than \$1,000.00. We are being asked to accept cash bonds in excess of \$1,000.00 rather than requiring the developer to purchase a surety bond.

## RECOMMENDATION

We recommend that the Commissioners approve the resolution rescinding the 1981 resolution and allow Public Works to accept cash bonds in excess of \$1,000.00. The cash bond is to be placed in the County Road Suspense Fund to be administered by the Benton County Treasurer.

## FISCAL IMPACT

There is no fiscal impact to the County.

## MOTION

Move to approve as a part of the consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: RESCINDING BONDING RESOLUTION NUMBER  
81-454 AND ESTABLISHING NEW BONDING PROCEDURES

WHEREAS, Public Works requires individuals or companies that do not have franchises and are doing  
work within County road right of way submit a bond to ensure completion of the work being done within  
the right of way, and

WHEREAS, these bonds are typically cash bonds, and

WHEREAS, by resolution dated October 12, 1981, the Board of County Commissioners authorized  
Public Works to receive cash bonds up to a maximum amount of \$1,000.00 in lieu of a surety bond, and

WHEREAS, due to increased costs of construction, requests are being made to be allowed to submit a  
cash bond in excess of the \$1,000.00 limit, NOW, THEREFORE,

BE IT RESOLVED that the Resolution Number 81-454, dated October 12, 1981, is hereby rescinded and  
Public Works be allowed to accept cash bonds in excess of \$1,000.00.

BE IT FURTHER RESOLVED that the bond monies received shall be held in the Benton County Road  
Suspense Fund and shall be administered by the Benton County Treasurer.

Dated this 7<sup>th</sup> day of February 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Public Works: Steve Becken

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION MASTER BRIDGE WORK AGREEMENT FOR REPAIR OF  
COUNTY BRIDGES:

WHEREAS, the Benton Public Works is mandated by Federal Requirements to inspect county  
bridges; and

WHEREAS, these inspections periodically reveal that bridges are in need of specialized  
repairs, and

WHEREAS, Benton County Public Works does not have the personnel, materials, or  
equipment to accomplish a variety of specialized repairs; and

WHEREAS, Benton County Public Works is recommending entering into a six year Master  
Bridge Work Agreement with the Washington State Department of Transportation to allow  
their personnel to perform specialized repairs on Benton County bridges using individual Task  
Orders as needed; and

WHEREAS, said Agreement has been approved as to Form by the Benton County Prosecuting  
Attorney, NOW, THEREFORE

BE IT RESOLVED that Benton County enter into a Master Bridge Work Agreement with  
Washington State Department of Transportation as recommended by Public Works, for a six  
year term, and it be and is hereby approved, and that the Chairman be authorized to sign the  
Agreement on behalf of Benton County.

Dated this 7th day of February 2012.

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

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

\_\_\_\_\_  
Member

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

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

Benton County Public Works: Steve Becken: Sue Schuetze

<b>Master Bridge Work Agreement</b>	Local Agency and Address Benton County Public Works PO Box 1001 Prosser, WA 99350
Agreement Number	Attachments Task Order & Estimate

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT", and the above named county or city, hereinafter "LOCAL AGENCY". The purpose of this agreement is to detail the conditions under which each party to the agreement may bill the other party for certain services provided that would result in the billing of one party by the other.

WHEREAS, the LOCAL AGENCY has a need to have certain work performed on bridges under its jurisdiction and responsibility, and

WHEREAS, WSDOT is agreeable to performing the requested work as the necessary expertise, personnel, equipment, and time, are available,

NOW THEREFORE, pursuant to RCW 47.28.140, and in consideration of the terms, conditions, covenants, and provisions contained herein, or attached hereto and by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1

**GENERAL AND SCOPE OF WORK**

1.1 This AGREEMENT outlines the terms of bridge inspection and maintenance work performed on AGENCY owned bridges by WSDOT.

1.2 WSDOT shall only be responsible for performing the task after determining that WSDOT has the necessary labor, equipment, and materials currently available to complete the task within the time frame required by the AGENCY, and then signing the task agreement.

1.3 Should WSDOT decline to perform the task for any reason, no blame shall be placed on WSDOT for any action or non-action by the AGENCY or any other contractor the AGENCY may hire to perform the work that WSDOT has declined to perform.

1.4 WSDOT, acting as a contractor for and on behalf of the AGENCY, or in conjunction with the AGENCY, shall perform bridge inspection and bridge maintenance work for the AGENCY. The bridge work shall be performed as described in individual

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT RENTAL RATES FOR COUNTY ROAD EQUIPMENT RENTAL AND REVOLVING FUND - 2012

WHEREAS, by resolution 77-644, dated December 29, 1977, an annual review of the E. R. & R. Fund's Equipment Rental Rates was established; and

WHEREAS, the current Equipment Rental Rates were last reviewed in January 2011; and

WHEREAS, a review of equipment status has been made and it is found that all equipment rental rates need to be revised according to the attached schedule; and

WHEREAS, the County Engineer recommends that the attached schedule of Equipment Rental Rates be approved and become effective January 1, 2012; NOW, THEREFORE,

BE IT RESOLVED that the attached schedule of E. R. & R. Fund Equipment Rental Rates for all County Road Equipment be approved and be effective January 1, 2012.

Dated this 7th day of February, 2012.

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

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

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

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

Constituting the Board of  
Commissioners of Benton  
County, Washington.

S. Becken:L. Moser:slc

# RESOLUTION

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

**IN THE MATTER OF ADOPTION OF ORDINANCE NO. \_\_\_\_\_ RELATING TO POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS; AMENDING ORDINANCE 234, SECTION 4 AND BCC 2.20.040; AMENDING ORDINANCE 234, SECTION 5 AND BCC 2.20.050; AMENDING ORDINANCE 234, SECTION 6 AND BCC 2.20.060; AMENDING ORDINANCE 234, SECTION 13 AND BCC 2.20.130; AMENDING ORDINANCE 234, SECTION 14 AND BCC 2.20.140; AMENDING ORDINANCE 234, SECTION 15 AND BCC 2.20.150; AMENDING ORDINANCE 234, SECTION 16, ORDINANCE 463, SECTION 2 AND BCC 2.20.160; AMENDING ORDINANCE 234, SECTION 17 AND BCC 2.20.170; AND AMENDING ORDINANCE 234, SECTION 21 AND BCC 2.20.210; AMENDING ORDINANCE 234, SECTION 22 AND BCC 2.20.220; AMENDING ORDINANCE 463, SECTION 4 AND BCC 2.20.250; AND AMENDING ORDINANCE 234, SECTION 32 AND BCC 2.20.320.**

**WHEREAS**, a public hearing was advertised and held on February 7, 2012 at 9:05 AM in the Commissioners meeting room, on the third floor, of the Benton County Courthouse in Prosser, WA to consider the above mentioned amendments of a County ordinance relating to potentially dangerous dogs and dangerous dogs; and

**WHEREAS**, at said hearing, the Board of Benton County Commissioners provided an opportunity for testimony both for and against the proposed amendments to ordinance \_\_\_\_ and considered the proposed revisions to the existing ordinance; and

**WHEREAS**, there was no testimony in opposition to the adoption of the proposed ordinance amendments; and

**WHEREAS**, the Board of Benton County Commissioners is satisfied that it appears to be in the best interest of the public to adopt an ordinance to amend Ordinance 234; **NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby adopts Ordinance No. \_\_\_\_\_; and

**BE IT FURTHER RESOLVED** that said ordinance shall take effect upon its passage and adoption.

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to potentially dangerous and dangerous dogs; amending Ordinance 234, Section 4 and BCC 2.20.040; amending Ordinance 234, Section 5 and BCC 2.20.050; amending Ordinance 234, Section 6 and BCC 2.20.060; amending Ordinance 234, Section 13 and BCC 2.20.130; amending Ordinance 234, Section 14 and BCC 2.20.140; amending Ordinance 234, Section 15 and BCC 2.20.150; amending Ordinance 234, Section 16, Ordinance 463, Section 2 and BCC 2.20.160; amending Ordinance 234, Section 17 and BCC 2.20.170; amending Ordinance 234, Section 21 and BCC 2.20.210; amending Ordinance 234, Section 22 and BCC 2.20.220; amending Ordinance 463, Section 4 and BCC 2.20.250; and amending Ordinance 234, Section 32 and BCC 2.20.320.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 234, Section 4 and BCC 2.20.040 are hereby amended to read as follows:

POTENTIALLY DANGEROUS DOGS--DECLARATION SHALL BE IN WRITING. The declaration of potentially dangerous dog shall be in writing and shall be served on the owner in one of the following methods:

- (a) certified mail to the owner or keeper's last known address, if known;
- (b) personally; or
- (c) If the owner of a potentially dangerous dog cannot be determined, the dog will be impounded pursuant to BCC ~~((2.18.070))~~ 2.26.060, and if the dog is not claimed within seventy-two (72) hours the animal control authority shall humanely destroy the dog.
- (d) The owner of any animal found to be a potentially dangerous dog under BCC 2.20.030 above shall be liable for all costs incurred under this section as stated by the animal control authority.

SECTION 2. Ordinance 234, Section 5 and BCC 2.20.050 are hereby amended to read as follows:

POTENTIALLY DANGEROUS DOGS--ELEMENTS OF DECLARATION. The declaration shall include the following:

- (a) a description of the animal;
- (b) the name and address of the owner or keeper of the animal, if known;
- (c) the whereabouts of the animal, if known, if it is not in the custody of the owner;
- (d) the facts upon which the declaration of potentially dangerous dog is based;
- (e) the availability of a hearing in case the person objects to the declaration, if a written request is made within ten business days to the ~~((district court clerk))~~ animal control authority;
- (f) the restrictions placed on the animal as a result of the declaration of potentially dangerous dog; and
- (g) the penalties for violation of the restrictions, including the possibility of destruction of the animal, and imprisonment and/or fining of the owner.

SECTION 3. Ordinance 234, Section 6 and BCC 2.20.060 are hereby amended to read as follows:

POTENTIALLY DANGEROUS DOGS--OBJECTION TO DECLARATION. If the owner of the animal wishes to object to the declaration of potentially dangerous dog, he may, within ten business days of receipt of the declaration, appeal that declaration by submitting a written request to the ~~((clerk of the court))~~ animal control authority for a hearing before the district court. Upon receipt, the animal control authority shall file the written request within five business days to the clerk of the court.

If the court does not ~~((finds))~~ find ~~((insufficient))~~ a preponderance of evidence to support the declaration, the declaration shall be rescinded and the restrictions imposed thereby annulled. In the event the court finds that the animal is not a potentially dangerous dog, no court costs shall be assessed against Benton County or the animal control authority or officer.

If the court finds ~~((sufficient))~~ a preponderance of evidence to support the declaration, it shall impose court costs on the appellant and may impose additional restrictions on the animal.

SECTION 4. Ordinance 234, Section 13 and BCC 2.20.130 are hereby amended to read as follows:

DANGEROUS DOG--DECLARATION SHALL BE IN WRITING. The declaration of dangerous dog shall be in writing and shall be served on the owner in one of the following methods:

- (a) certified mail to the owner or keeper's last known address, if known;
- (b) personally; or
- (c) If the owner of a dangerous dog cannot be determined, the dog will be impounded pursuant to BCC ~~((2.19.070))~~ 2.26.060, and if the dog is not claimed within seventy-two (72) hours the animal control authority shall humanely destroy the dog.

(d) The owner of any animal found to be a dangerous dog under BCC 2.20.120 above shall be liable for all costs incurred under this section as stated by the animal control authority.

SECTION 5. Ordinance 234, Section 14 and BCC 2.20.140 are hereby amended to read as follows:

DANGEROUS DOGS--ELEMENTS OF DECLARATION. The declaration shall include the following:

- (a) a description of the animal;
- (b) the name and address of the owner or keeper of the animal, if known;
- (c) the whereabouts of the animal, if known, if it is not in the custody of the owner;
- (d) the facts upon which the declaration of dangerous dog is based;
- (e) the availability of a hearing in case the person objects to the declaration, if a written request is made within ten business days to the ~~((district court clerk))~~ animal control authority;
- (f) the restrictions placed on the animal as a result of the declaration of dangerous dog; and

(g) the penalties for violation of the restrictions, including the possibility of destruction of the animal, and imprisonment and/or fining of the owner.

SECTION 6. Ordinance 234, Section 15 and BCC 2.20.150 are hereby amended to read as follows:

DANGEROUS DOG--OBJECTION TO DECLARATION. If the owner of the animal wishes to object to the declaration of dangerous dog, he may, within ten business days of receipt of the declaration appeal that declaration by submitting a written request to the ~~((clerk of the court))~~ animal control authority for a hearing before the district court. Upon receipt, the animal control authority shall file the written request within five business days to the clerk of the court.

If the court does not ~~((find))~~ find ~~((insufficient))~~ a preponderance of evidence to support the declaration, the declaration shall be rescinded and the restrictions imposed thereby annulled. In the event the court finds that the animal is not a dangerous dog, no court costs shall be assessed against Benton County or the animal control authority or officer.

If the court finds ~~((sufficient))~~ a preponderance of evidence to support the declaration, it shall impose court costs on the appellant and may impose additional restrictions on the animal.

SECTION 7. Ordinance 234, Section 16, Ordinance 463, Section 2 and BCC 2.20.160 are hereby amended to read as follows:

DANGEROUS DOGS--IMPOUNDMENT. (a) Following service of a declaration of dangerous dog, the animal control authority may seize and impound the dog pending an appeal under BCC ~~((2.20.060))~~ 2.20.150 or to any other court with jurisdiction, if upon investigation it is determined by the animal control authority that probable cause exists to believe the dog in question poses an immediate threat to public safety. The owner or keeper of the dog shall be liable for the full and actual costs and expenses of keeping and impounding the dog, including any fees paid by the animal control authority to third-party contractors for impounding or keeping of the dog, if the dog is later adjudicated to be a dangerous dog, or if the owner does not object to the declaration.

(b) When a dog has been impounded pursuant to BCC 2.20.160(a) and it is not contrary to public safety, the chief animal control officer shall permit the dog to be confined at the owner's expense in an approved kennel or veterinary facility; provided, that such arrangement shall be contingent upon the owner paying all costs incurred thus far by the animal control authority, including any impound or confinement fees paid by the animal control authority to any third-party contractor. Such payment shall be paid in advance of the dog being permitted to be confined at an approved kennel or veterinary facility in lieu of continued confinement at a County-operated or contracted facility.

SECTION 8. Ordinance 234, Section 17 and BCC 2.20.170 are hereby amended to read as follows:

DANGEROUS DOGS--REQUIREMENTS FOR PERMIT. The animal control authority shall issue a permit to the owner of a dangerous dog if the owner presents to the animal control authority sufficient evidence of:

(a) a proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a

dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog; and

(b) a surety bond, issued by a surety insurer qualified under Chapter 48.28 RCW or as thereafter amended, in a form acceptable to the animal control authority in the sum of at least two-hundred fifty thousand dollars, payable to any person injured by the dangerous dog; or

(c) a policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under Title 48 RCW or as thereafter amended in the amount of at least two-hundred fifty thousand dollars, insuring the owner for any personal injuries inflicted by the dangerous dog.

SECTION 9. Ordinance 234, Section 21 and BCC 2.20.210 are hereby amended to read as follows:

POTENTIALLY DANGEROUS DOGS--FAILURE TO OBTAIN PERMIT--CIVIL PENALTY. Any owner of a potentially dangerous dog who fails to obtain a permit or renewal for such dog as described in BCC 2.20.090 shall be assessed a civil penalty in the amount of \$250.00; provided, however, that no such civil penalty shall be assessed until ten business days have elapsed from the date such owner is notified by the animal control authority that such a permit or renewal for such potentially dangerous dog is required, or until any appeal brought under BCC 2.20.060 has been completed, whichever is later.

In addition, the owner shall be subject to the provisions of BCC 2.20.230.

SECTION 10. Ordinance 234, Section 22 and BCC 2.20.220 are hereby amended to read as follows:

DANGEROUS DOGS--FAILURE TO OBTAIN PERMIT--CIVIL PENALTY. Any owner of a dangerous dog who fails to obtain a permit or renewal for such dog as set forth in BCC 2.20.190 shall be assessed a civil penalty in the amount of \$500.00; provided, however, that no such civil penalty shall be assessed until ten business days have elapsed from the date such owner is notified by the animal control authority that such a permit or renewal for such dangerous dog is required, or until any appeal brought under BCC 2.20.150 has been completed, whichever is later.

In addition, the owner shall be subject to the provisions of BCC 2.20.230.

SECTION 11. Ordinance 463, Section 4 and BCC 2.20.250 are hereby amended to read as follows:

DANGEROUS DOGS--CONFISCATION--DESTRUCTION--VIOLATIONS--FEES--CIVIL PENALTY. Any dangerous dog shall be immediately confiscated by an animal control authority if the:

(a) owner has not validly obtained a permit for the dog under BCC 2.20.170;

(b) owner does not secure either a surety bond or the liability insurance coverage required under BCC 2.20.170;

(c) dog is not maintained in a proper enclosure;

(d) dog is outside of the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of the responsible person as described in BCC 2.20.240.

(e) In addition, the owner shall be guilty of a gross misdemeanor pursuant to RCW 16.08.100(1) for noncompliance with this section.

(f) The owner of any dog confiscated under this section may recover such dog from the animal control authority upon the payment of a civil penalty in the amount of five hundred dollars (\$500.00), and upon reimbursing the animal control authority for all its expenses incurred thus far, including any fees and costs paid to third-party contractors contracted to provide services in this regard; provided, however, that in the event the owner has not picked up the dangerous dog within three (3) business days of being notified by the animal control authority that such dog is under the control of such authority, the dog shall be destroyed in an expeditious and humane manner and the owner shall be assessed an additional civil penalty in the amount of the costs incurred by the animal control authority for the destruction of such animal.

SECTION 12. Ordinance 234, Section 32 and BCC 2.20.320 are hereby amended to read as follows:

HEARINGS. Any owner against whom a civil penalty has been assessed under this chapter may contest such civil penalty by written request for a hearing in the Benton County District Court within ten (~~working~~) business days of notification of such civil penalty by the animal control authority.

SECTION 13. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 14. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

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

Approved as to Form:

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

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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