

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, October 9, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ October 2, 2012

Review Agenda

Consent Agenda

Central Services

- a. Purchase Authorization from Jo Bee Company for FTR Software & Audio Mixer
- b. Contract Termination Letter with Imagenet, LLC

Juvenile

- c. Contract w/The Boys & Girls Club of Benton & Franklin Counties for Fast Forward Program
- d. Contract w/Pasco School District for Case Management and School Engagement Programing

Office of Public Defense

- e. Terminating Service Agreement w/E Hogue
- f. Terminating Public Defense Contract w/R Thompson
- g. Terminating Public Defense Contract w/M Mooney
- h. Terminating Public Defense Contract w/K Holt

Personnel

- i. Contract w/SWN Communications, Inc (Send Word Now) for Communication Capabilities

Public Works

- j. Covenant Agreement to Utilize Road Right of Way in Lampson Homesites
- k. Approval of 2013-2018 Six-Year Road Program
- l. Lease Agreement w/Horrigan Farms, Inc to Crush & Stockpile Road Surfacing Materials

Superior Court

- m. Proclamation for National Adoption Day
- n. Proclamation for Youth and Justice Day

Scheduled Business:

Red Mountain Transportation Project Update – Chuck Dawsey

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, October 2, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Absent: Commissioner Leo Bowman (excused)

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

Approval of Minutes

The Minutes of September 25, 2012 were approved.
The Minutes of September 26, 2012 were approved.

Consent Agenda

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

Commissioners

- a. Line Item Transfer, Fund No. 0000-101, Dept. 107

Fairgrounds

- b. Contract w/Sierra Electric, Inc. for Electrical Pedestal Replacement

Human Services

- c. Agreement w/Service Alternatives, Inc. for Developmental Disabilities Services
- d. Agreement w/Peopleworks Tri-Cities, LLC for Developmental Disabilities Services
- e. Amended Agreement w/Benton Franklin Community Action Committee
- f. Agreement w/EnTrust Community Services for Developmental Disability Services

Juvenile

- g. Contract w/M Trombley for Legal Representation Services

- h. Truancy Contract w/Kiona-Benton School District
- i. Contract w/J Blanco for Functional Family Therapy Training

Office of Public Defense

- j. Payment Authorization to P Younesi for Preliminary Court Appearances

Personnel

- k. Contract w/C Poulsen for Training Services

Sheriff

- l. Contract w/Watson Furniture Group, Inc. for Master Control Work Stations

Public Hearing – Budget Adjustment – 2011-2012 Current Expense

Keith Mercer presented the budget adjustment to the 2011-2012 Current Expense budget to allow the cash carry forward in excess of 13% be transferred to the following funds:

Park Development - \$100,000
Fairgrounds O & M - \$373,274
Capital Projects - \$6,322,237
Sustainable Development - \$204,489

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

MOTION: Commissioner Small moved to approve the budget adjustment to the 2011-2012 Current Expense Fund, Dept. 115 in the amount of \$7,000,000 as presented. Chairman Beaver seconded and upon vote, the motion carried unanimously.

Public Hearing – Six-Year Road Program

Steve Becken reviewed the total anticipated revenue and expenses for the Six Year Road Program and stated there was more need for work than money available and the expenses exceeded the revenue by \$25,759,421. Mr. Becken then reviewed the road program including potential new roads, the rural arterial program, paved road upgrades, enhancement and safety projects, along with the annual program and miscellaneous projects.

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

MOTION: Commissioner Small moved to approve the Six Year Road Program as presented. Chairman Beaver seconded and upon vote, the motion carried unanimously.

One-Year Road Program

Steve Becken and Larry Moser presented the 2013 Benton County Road Program including the estimated revenues and expenses for a balanced budget in the amount of \$17,420,122. Additionally, they discussed the proposed Public Works Road Fund Purchases in the amount of \$34,200 and ER&R Purchases in the \$3,920,700.

Chairman Beaver asked for a summary on the Roza Traffic Safety Study that was done and Mr. Becken said he would present that to the Board during a regular board meeting.

Chairman Beaver said it was his understanding some of the proposed numbers were only placeholders because the projects had to be identified in case money become available and Mr. Becken confirmed that was true.

Tri-City Regional Chamber of Commerce Coalition

Chairman Beaver said that Benton County received a request to support a resolution endorsing Tri-City Regional Chamber of Commerce's efforts to amend Washington's Energy Independence Act with respect to green power and protect qualifying utilities from the purchase of eligible renewable energy resources or renewable energy credits not needed. He asked the Board to review the issue and let him know if it was interested in supporting this coalition.

Commissioner Small said he was in favor of finding the best price for the constituents and would review the matter.

Commissioner Assignment Update

Commissioner Small said that BCES approved its proposed budget in the amount of \$4,964,692 (our costs went up a total of \$148,851); \$164,000 came from upgrade for the 800 mhz. He said they did a good job making cuts and reducing the amount of full-time employees to balance the budget.

Chairman Beaver reported on his attendance at the Tri-City Chamber meeting, Tri-City Visitor and Convention Bureau meeting, TRIDEC meeting, and three candidate forums.

Budget Workshops – October 10 and 11

Chairman Beaver stated that his position had not changed and he was still interested in seeing a footprint reduction. He talked about the computer upgrades there were being implemented and the importance of that in creating speed and size reduction.

Commissioner Small said he agreed with that philosophy.

Vouchers

Check Date: 9/28/2012
Warrant #: 66436-66855
Taxes #: 010109121
Total all funds: \$623,016.51

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

Resolutions

- 2012-568: Line Item Transfer, Fund No. 0000-101, Dept. 107
- 2012-569: Contract w/Sierra Electric, Inc. for Electrical Pedestal Replacement
- 2012-570: Agreement w/Service Alternatives, Inc. for Developmental Disabilities Services
- 2012-571: Agreement w/Peopleworks Tri-Cities, LLC for Developmental Disabilities Services
- 2012-572: Amended Agreement w/Benton Franklin Community Action Committee
- 2012-573: Agreement w/EnTrust Community Services for Developmental Disability Services
- 2012-574: Contract w/M Trombley for Legal Representation Services
- 2012-575: Truancy Contract w/Kiona-Benton School District
- 2012-576: Contract w/J Blanco for Functional Family Therapy Training
- 2012-577: Payment Authorization to P Younesi for Preliminary Court Appearances
- 2012-578: Contract w/C Poulsen for Training Services
- 2012-579: Contract w/Watson Furniture Group, Inc. for Master Control Work Stations
- 2012-580: Budget Adjustment to the 2011-2012 Current Expense Budget in the Amount of \$7,000,000 – Cash Carry Forward

There being no further business before the Board, the meeting adjourned at approximately 9:24 a.m.

Clerk of the Board

Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	09-October-2012	Execute Contract	_____
Subject:	FTR System for Jail Courtroom	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith Kelty	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

One of the projects the Board approved for the Trial Court Improvement Fund (Resolution 11-223) involved installing an FTR recording system in the courtroom at the jail. Specifically, this involved purchasing an FTR license and a mixer are available from FTR resellers, two of which are on the Vendors List.

SUMMARY

Resolution authorizes purchase of a FTR Gold license and an Antex DMX-4 USB Mixer for the courtroom in the jail.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

Included in budget adjustments authorized by Resolution 2012-206 for purchase by Central Services. Revenue is from the Trial Court Improvement Fund.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING FTR SOFTWARE AND AUDIO MIXER FROM JO BEE COMPANY FOR THE JAIL COURTROOM.

WHEREAS, Resolution 2012-508 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, Resolution 11-223 authorized a project to add an FTR audio recording system for the courtroom in the county jail; and

WHEREAS, only two (2) vendors on the Benton County Vendor List are resellers for FTR software and supported products; and

WHEREAS, both vendors provided quotes for FTR Gold software and a DMX-4 Mixer of which the lowest was from Jo Bee Company of Spokane WA as indicated in the following table (prices shown include sales tax):

VENDOR	LOCATION	QUOTE
Efficiency, Inc.	Seattle WA	5,094.43
Jo Bee Company	Spokane WA	5,052.20

; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase FTR Gold and an Antex DMX-4 Mixer from Jo Bee Company, for the amount of \$5,052.20 which includes Washington sales tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

of Benton County, Washington.

Original: Central Services
Copies: Auditor

R. REID

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>Central Services</u>
Meeting Date: 10/09/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Contract Termination	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R. Lukson	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County Central Services advertised a Request for Proposal for Digitizing Archival Records, and as per Resolution 09-805 dated December 14, 2009 the Board of Commissioners awarded said services to Imagenet, LLC, Kent, WA with a termination date of January 1, 2014.

Attached is a letter to Imagenet, LLC for Chairman’s signature indicating the County’s decision to exercise the option to terminate the contract as outlined in said agreement per Section 9.a, Termination.

Benton County believes it is in the best interest to terminate said contract due to the fact that additional funds have not been allocated for digitizing archival records and services have not been performed under said contract for over a year.

RECOMMENDATION

Authorize the Chairman of the Board to sign the attached termination letter for the service contract between Benton County and Imagenet, LLC.

FISCAL IMPACT

None

MOTION

Move to authorize the Chairman of the Benton County Commissioners to sign the attached letter to terminate the service contract between Benton County and Imagenet, LLC for Digitizing Archival Records; with said contract terminating on October 19, 2012.

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



CERTIFIED MAIL

October 9, 2012

Mr. Bob Fleury
Imagenet, LLC
6411 S 216th Street
Kent, WA 98032

RE: Termination of Service Agreement between Benton County and Imagenet, LLC – Resolution 09-805

Dear Mr. Bob Fleury:

The purpose of this letter is to advise you that Benton County is exercising its right to terminate the above cited service agreement per Section 9.a., Termination.

Section 9.a. states: The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR.

Please be advised that said contract will terminate on October 19, 2012.

Thank you for your attention to this matter.

Sincerely,

Jim Beaver, Chairman
Benton County Board of Commissioners

cc: Commissioners
David Sparks, County Administrator
Loretta Smith Kelty, Deputy County Administrator
Josie Delvin, Benton County Clerk
Randy Reid, Central Services Manger
Melina Wenner, Personnel/Risk Manager
Ryan Lukson, Civil Deputy Prosecuting Attorney

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 10-9-12 F/C 10-17-12	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Personal Services Contract with Boys and Girls Club of Benton and Franklin Counties	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Toni Lehman	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

In 2012 the Boys and Girls Club of Benton and Franklin Counties was awarded a grant by the United Way of Benton and Franklin Counties for the Fast Forward program. Fast Forward is a drop-out retrieval program that works in collaboration with community schools and the Benton-Franklin Counties Juvenile Justice Center.

SUMMARY

This contract is for the implementation of a web design for the enhancement of the current Fast Forward website. This contract will utilize unexpended Models for Change funds.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Personal Services Contract with the Boys and Girls Club of Benton and Franklin Counties. The contract shall begin immediately upon execution by the Counties and shall expire on December 31, 2012.

FISCAL IMPACT

No fiscal impact. Appropriation is included in the approved 2011-2012 Juvenile budget Dept. 174: Grants. The contract amount is not to exceed \$2,500.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Personal Services Contract with the Boys and Girls Club of Benton and Franklin Counties.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE PERSONAL SERVICES CONTRACT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE BOYS AND GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the Personal Services Contract between the Boys and Girls Club of Benton and Franklin Counties and the Benton-Franklin Counties Juvenile Justice Center be approved as presented.

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

BE IT FURTHER RESOLVED, The maximum amount payable to the Boys and Girls Club of Benton and Franklin Counties from the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$2,500.00; and

BE IT FURTHER RESOLVED, the term of the attached contract shall begin immediately upon execution by the Counties and shall expire on December 31, 2012; and

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

DATED this 9th day of October 2012.

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

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

ATTEST:

Clerk of the Board

DATED this 17th day of October 2012.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

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

ATTEST:

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
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 and Franklin County, a political subdivision of the State of Washington, 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 Boys and Girls Clubs of Benton and Franklin Counties with its principal offices at 801 N. 18th Ave, Pasco, WA 99301 (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. Exhibit A Agreement for Web Design/Implementation

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTIES 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. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Agreement for Web Design/Implementation" which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 10-9-12 F/C 10-17-12		
SUBJECT: Professional Services Contract with Pasco School District		
Prepared By: Toni Lehman		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The Chiawana High School Student Success Project (CHSSSP) is a collaborative project between the Benton-Franklin Counties Juvenile Justice Center and the Pasco School District.

SUMMARY

The focus of the CHSSSP is on students at Chiawana High School who are on Truancy Petitions. The CHSSSP provides increased case management, credit retrieval, and school engagement programing. This contract will utilize unexpended Models For Change funds.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Professional Services Contract with the Pasco School District. The contract shall begin immediately upon execution by the Counties and shall expire on December 31, 2012.

FISCAL IMPACT

No fiscal impact. Appropriation is included in the approved 2011-2012 Juvenile budget Dept. 174: Grants.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF AWARDING THE PROFESSIONAL SERVICES
CONTRACT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE
JUSTICE CENTER AND PASCO SCHOOL DISTRICT, and**

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the Professional Services Contract between the Pasco School District and the Benton-Franklin Counties Juvenile Justice Center be approved as presented.

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

BE IT FURTHER RESOLVED, The maximum amount payable to the Pasco School District from the Benton-Franklin Counties Juvenile Justice Center is not to exceed \$12,000.00; and

BE IT FURTHER RESOLVED, the term of the attached contract shall begin immediately upon execution by the Counties and shall expire on December 31, 2012; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Professional Services Contract.

DATED this 9th day of October 2012.

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

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

ATTEST:

Clerk of the Board

DATED this 17th day of October 2012.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

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

ATTEST:

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, 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 Pasco School District with its principal offices at 1215 West Lewis Street, Pasco, WA 99301 (hereinafter "DISTRICT").

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. Exhibit A "Scope of Work"

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTIES and shall expire on **December 31, 2012**. The DISTRICT 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 DISTRICT shall perform the following services:

- a. A detailed description of the services to be performed by the DISTRICT is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The DISTRICT agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The DISTRICT shall perform the work specified in this Contract according to standard industry practice.
- d. The DISTRICT shall complete its work in a timely manner

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

Requested meeting date: **October 9, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty; Keith Mercer**

BACKGROUND INFORMATION

Erin Hogue presently holds a professional services agreement with Benton and Franklin Counties for transcription services. Written notice was received from her on September 6, 2012 stating at this time, she is unable to comply with the professional liability insurance requirement in her contract. Since Erin Hogue is unable to provide this insurance, her contract will need to be terminated.

SUMMARY

Erin Hogue has not complied with the professional liability insurance requirement in her contract. At this time, her contract will need to be terminated.

RECOMMENDATION

Approve resolution.

ANTICIPATED FISCAL IMPACT

No fiscal impact anticipated beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF TERMINATING THE PROFESSIONAL SERVICES AGREEMENT DESIGNATED AS BFSC1213EKH001T WITH ERIN K. HOGUE

WHEREAS, Erin Hogue presently holds a professional services agreement in Benton and Franklin Counties for transcription services via Benton County Resolution 2012-408 and Franklin County Resolution 2012-258; and

WHEREAS, Erin Hogue has not provided any transcription services under the above professional services agreement because she has not submitted her insurance certificate as required by Section 11; and

WHEREAS, on August 30, 2012, Erin Hogue provided written notice that she is unable to comply with the insurance requirements in Section 11 and understands that her contract will be terminated; and

WHEREAS, it is the Indigent Defense Coordinator's recommendation to terminate the professional services agreement pursuant to Section 12a since Erin Hogue cannot comply with the insurance requirements in Section 11; **NOW THEREFORE**,

BE IT RESOLVED THAT the Board of Benton County Commissioners and the Board of Franklin County Commissioners, hereby concur with the Indigent Defense Coordinator's recommendation and terminate the professional services agreement designated as BFSC1213EKH001T with Erin Hogue effective immediately.

Dated this day of , 20

Dated this day of , 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

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

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

**Attest:
Clerk of the Board**

Attest:

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

Requested meeting date: **October 2, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Denise Gerry, Eric Hsu**
Reviewed by: **Loretta Smith Kelty**

BACKGROUND INFORMATION

Attorneys Robert Thompson, Kevin Holt and Martin Mooney have been contracted by Benton & Franklin Counties to provide Sexually Violent Predator ("SVP") defense services to indigent respondents within the two counties. In July of this year, this function was assumed by the State Office of Public Defense so no local defenders will be necessary any longer.

SUMMARY

Terminate SVP contracts with attorneys Thompson, Holt and Mooney. Both Mooney and Thompson already have contracts with the State effective July 1, 2012 so have been billing the state for their work. Holt has never been assigned any SVP cases and has not been awarded a state contract either.

RECOMMENDATION

Execute resolution as presented, sign and deliver attached letters by First Class and Certified Mail.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2012 306

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

IN THE MATTER OF TERMINATING THE CONTRACT WITH ATTORNEY ROBERT THOMPSON FOR PUBLIC DEFENSE SERVICES IN SEXUALLY VIOLENT PREDATOR (“SVP”) CASES

WHEREAS per Benton County resolution 2012-059, “...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost”; and

WHEREAS, Benton and Franklin Counties (“Counties”) are mandated by law to provide public defense services for persons subject to Washington’s Sexually Violent Predator Act (Chapter 71.09, RCW); and

WHEREAS, Counties have been providing for such services by contracting with attorneys, including attorney Robert Thompson (via resolution no. 10-546 (Benton County) and resolution no. 2010-312 (Franklin County); and

WHEREAS; Effective July 1, 2012, by way of Senate Bill 6493, the State of Washington has assumed exclusive and full responsibility for providing public defense services for SVP cases, therefore eliminating the need for local defense contracts; and

WHEREAS, it is therefore necessary and appropriate to terminate the public defense contract with attorney Thompson; and

NOW THEREFORE, BE IT RESOLVED THAT the Counties cause written notice to be sent to Robert Thompson, pursuant to Section 17(c) terminating the above referenced contract with an effective date of December 26, 2012; and

BE IT FURTHER RESOLVED THAT the Chair of each Board be authorized to sign on behalf of each Board of Commissioners.

Dated this day of, 20

Dated this ... 19... day of ... September..., 20 12

Chairman of the Board

Broad Person

Chairman of the Board

Chairman Pro-Tem

R. M. M.

Chairman Pro-Tem

Member

R. K. K.

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest: *M. W. W.*.....

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

Requested meeting date: **October 2, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Denise Gerry, Eric Hsu**
Reviewed by: **Loretta Smith Kelty**

BACKGROUND INFORMATION

Attorneys Robert Thompson, Kevin Holt and Martin Mooney have been contracted by Benton & Franklin Counties to provide Sexually Violent Predator ("SVP") defense services to indigent respondents within the two counties. In July of this year, this function was assumed by the State Office of Public Defense so no local defenders will be necessary any longer.

SUMMARY

Terminate SVP contracts with attorneys Thompson, Holt and Mooney. Both Mooney and Thompson already have contracts with the State effective July 1, 2012 so have been billing the state for their work. Holt has never been assigned any SVP cases and has not been awarded a state contract either.

RECOMMENDATION

Execute resolution as presented, sign and deliver attached letters by First Class and Certified Mail.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2012 305

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

IN THE MATTER OF TERMINATING THE CONTRACT WITH ATTORNEY MARTIN MOONEY FOR PUBLIC DEFENSE SERVICES IN SEXUALLY VIOLENT PREDATOR (“SVP”) CASES

WHEREAS per Benton County resolution 2012-059, “...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost”; and

WHEREAS, Benton and Franklin Counties (“Counties”) are mandated by law to provide public defense services for persons subject to Washington’s Sexually Violent Predator Act (Chapter 71.09, RCW); and

WHEREAS, Counties have been providing for such services by contracting with attorneys, including attorney Martin Mooney (via resolution no. 10-548 (Benton County) and resolution no. 2010-313 (Franklin County); and

WHEREAS; Effective July 1, 2012, by way of Senate Bill 6493, the State of Washington has assumed exclusive and full responsibility for providing public defense services for SVP cases, therefore eliminating the need for local defense contracts; and

WHEREAS, it is therefore necessary and appropriate to terminate the public defense contract with attorney Mooney; and

NOW THEREFORE, BE IT RESOLVED THAT the Counties cause written notice to be sent to Martin Mooney, pursuant to Section 17(c) terminating the above referenced contract with an effective date of December 26, 2012; and

BE IT FURTHER RESOLVED THAT the Chair of each Board be authorized to sign on behalf of each Board of Commissioners.

Dated this day of, 20

Dated this 19... day of September, 20 12

Chairman of the Board



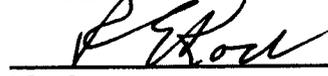
Chairman of the Board

Chairman Pro-Tem



Chairman Pro-Tem

Member



Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest: ... 

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

Requested meeting date: **October 2, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Denise Gerry, Eric Hsu**
Reviewed by: **Loretta Smith Kelty**

BACKGROUND INFORMATION

Attorneys Robert Thompson, Kevin Holt and Martin Mooney have been contracted by Benton & Franklin Counties to provide Sexually Violent Predator ("SVP") defense services to indigent respondents within the two counties. In July of this year, this function was assumed by the State Office of Public Defense so no local defenders will be necessary any longer.

SUMMARY

Terminate SVP contracts with attorneys Thompson, Holt and Mooney. Both Mooney and Thompson already have contracts with the State effective July 1, 2012 so have been billing the state for their work. Holt has never been assigned any SVP cases and has not been awarded a state contract either.

RECOMMENDATION

Execute resolution as presented, sign and deliver attached letters by First Class and Certified Mail.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. 2012 304

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

IN THE MATTER OF TERMINATING THE CONTRACT WITH ATTORNEY KEVIN HOLT FOR PUBLIC DEFENSE SERVICES IN SEXUALLY VIOLENT PREDATOR (“SVP”) CASES

WHEREAS per Benton County resolution 2012-059, “...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost”; and

WHEREAS, Benton and Franklin Counties (“Counties”) are mandated by law to provide public defense services for persons subject to Washington’s Sexually Violent Predator Act (Chapter 71.09, RCW); and

WHEREAS, Counties have been providing for such services by contracting with attorneys, including attorney Kevin Holt (via resolution no. 10-545 (Benton County) and resolution no. 2010-311 (Franklin County); and

WHEREAS; Effective July 1, 2012, by way of Senate Bill 6493, the State of Washington has assumed exclusive and full responsibility for providing public defense services for SVP cases, therefore eliminating the need for local defense contracts; and

WHEREAS, it is therefore necessary and appropriate to terminate the public defense contract with attorney Holt; and

NOW THEREFORE, BE IT RESOLVED THAT the Counties cause written notice to be sent to Kevin Holt, pursuant to Section 17(c) terminating the above referenced contract with an effective date of December 26, 2012; and

BE IT FURTHER RESOLVED THAT the Chair of each Board be authorized to sign on behalf of each Board of Commissioners.

Dated this day of, 20

Dated this . 19 . . . day of . September ., 20 12

Chairman of the Board



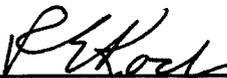
Chairman of the Board

Chairman Pro-Tem



Chairman Pro-Tem

Member



Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest: 

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>10/8/2012</u>	Execute Contract	<u> X </u>
Subject: <u>Send Word</u> <u>Now Contract</u>	Pass Resolution	<u> </u>
	Pass Ordinance	<u> </u>
Prepared by: <u>B.Perry</u>	Pass Motion	<u> </u>
Reviewed by: <u>M.Wenner</u>	Other	<u> </u>
	Consent Agenda	<u> X </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

i. Contract w/SWN Communications, Inc (Send Word Now) for Communication Capabilities

BACKGROUND INFORMATION

To enhance and improve emergency communications among county employees, the Personnel Resources Department would like to enter into a service agreement with SWN Communications, Inc. (Send Word Now) that will provide for administrator training and emergency communication services. Along with instant notification to employees regarding emergency situations, Benton County will be able to utilize an inbound voice messaging board for employees to check, and applications for selected mobile users to initiate messages from a smart phone device. The service agreement will be for three years starting on October 10, 2012 and ending October 9, 2015.

SUMMARY

Send Word Now will provide a subscriber based emergency notification system to be used for Benton County employees.

RECOMMENDATION

Recommend approval of contract.

FISCAL IMPACT

\$32,050.00 for three years not including WSST. Funding will come from Insurance Management Fund (0504-101), no supplement will be needed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO A SERVICE AGREEMENT WITH SWN COMMUNICATIONS INC. (SEND WORD NOW), A DELAWARE CORPORATION WITH ITS PRINCIPAL PLACE OF BUSINESS AT 224 W. 30TH STREET, SUITE 500, NEW YORK, NY 10001 TO PROVIDE EMERGENCY COMMUNICATION CAPABILITIES TO BENTON COUNTY

WHEREAS, instant communication during an emergency situation to large groups of employees is essential to managing an emergency; and

WHEREAS, SWN Communications Inc. provides a subscriber based service for instant notification and response as well as message auditing, and an inbound voice messaging system, along with DIACAP accreditation for information assurance; and

WHEREAS, the Risk Manager recommends entering into a service agreement with SWN Communications Inc. to provide a subscriber based emergency notification service to Benton County for emergency use or as a redundant means of mass communication;
NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Risk Manager’s recommendation and hereby awards the service agreement to SWN Communications Inc. (Send Word Now) in an amount not to exceed \$32,050 excluding WSST; and

BE IT FURTHER RESOLVED the attached service agreement commences on October 10, 2012 and shall expire on October 9, 2015.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board



send word now

SERVICES AGREEMENT

Offer Date: []
 Offer expires 60 days from Offer Date

This Services Agreement (this "Agreement"), dated September 27, 2012 is between SWN Communications Inc. ("SWN" or "Send Word Now™"), a Delaware corporation with its principal place of business at 224 W.30th Street, Suite 500, New York, NY 10001, and the subscriber listed in the table below ("Subscriber") with its principal place of business as listed in the table below.

Subscriber Contact Information	Bill to the Attention of:	SWN Contact Information
Client: Benton County	Contact:	Pat Weesner
Contact: Bryan Perry	Title:	SWN Communications Inc.
Title: Safety & Training Coordinator	Add1:	224 W. 30 th St. Suite 500
Add1: 7122 West Okanogan Pl., Bldg. A	Add2:	New York, NY 10001
Add2: Kennewick, WA 99336	Phone:	281 802-2787
Phone: (509) 222-3727	Fax:	212 379-4905
Email: bryan.perry@co.benton.wa.us	Email:	pweesner@sendwordnow.com

Service Start Date:	10/10/2012
Service End Date:	10/9/2015
Service Term (Years)	3

On-Demand Notification Services

Notification Account Activation Fee:	\$1,000.00
Contacts:	750
Annual Cost Per Contact:	\$11.00
Annual Notification Subscription Fee:	\$8,250.00
3-Year Cost for Notification:	\$24,750.00
Total Cost for Notification:	\$25,750.00

Inbound Voice Message Board (IVMB)

Annual Fee	\$1,500.00
3-Year Cost for IVMB	\$4,500.00

Mobile Services

Number of BlackBerry smartphone Licenses:	
Number of iPhone Licenses:	5
Total Number of Mobile Services Licenses:	5
Annual Cost Per License:	\$350.00
Annual Mobile Subscription Fee:	\$1,750.00
3-Year Cost for Mobile Services:	\$5,250.00

Total Subscription Amount For 3 Years	\$35,500.00
Less: 3 Year Pre-Paid Discount-10%	\$3,450.00

Total Discounted Subscription Amount	\$32,050.00
--------------------------------------	-------------

Detailed Services Description:

- Annual Notification Subscription Fee includes unlimited Message Units for emergency use only for phone alert messages, SMS text messages, email, BlackBerry® PIN and SMTP text messages. For purposes of clarification, an emergency means an unforeseen circumstance or combination of circumstances that call(s) for immediate action as determined by Subscriber in its reasonable discretion. SWN reserves the right to charge Subscriber for non-emergency use and fax and conference bridge usage at SWN's standard rates. Annual Notification Subscription Fee also includes (25) message units for routine voice and SMS text alerts, unlimited email, BlackBerry PIN and SMTP text messages for non-emergency use.
- SWN reserves the right to charge Subscriber for overage use that exceeds the thresholds set forth above. Overage Message Units will be billed at \$.145 per Message Unit and overage contact numbers will be billed at \$ 11.00 per contact. Subscriber may purchase additional Message Unit and contact bundles to prevent exceeding its thresholds at prices to be agreed by the parties.
- Attachments: Terms and Conditions (including Exhibit A – General Service Description, Exhibit B - Message Unit Destination Table, Exhibit C – Fax Pricing and Exhibit D – Service Level Agreement).

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	October 9, 2012	Execute Contract :	_____
Subject :	Use of Unimproved R/W	Pass Resolution :	X
Prepared by :	SWB	Pass Ordinance :	_____
Reviewed by :	_____	Pass Motion :	_____
		Other :	Sign Agreement
		Consent Agenda :	X
		Public Hearing :	_____
		1st Discussion :	_____
		2 nd Discussion :	_____
		Other :	_____

BACKGROUND INFORMATION

Steve and Kandy Whitehead own Lot 3 of Lampson Homesites in Kennewick, Washington. Adjacent their West property line is a 16 foot wide unimproved alleyway. The plat of Lampson Homesites was recorded on June 28, 1946. As a condition of approval of the plat, all lots were served not only by a public road, but also an alleyway. The majority of these alleys were never constructed and several have been vacated. This alley is still a public right of way.

The landowner to the South of the Whiteheads has planted grass on the right of way and is using it as a part of his backyard. The landowner to the North is maintaining a portion as yard and has personal property stored on the rest. The Whiteheads have fenced their backyard and are requesting that they be allowed to fence the alley adjacent their backyard and maintain it as a part of their backyard. They have agreed to the installation of gates on both sides of the property and have agreed to allow access to anyone, (utilities, etc.) having a legitimate need to use the right of way. There is no indication that the alleyway has ever been used for access.

Should the request be denied, the Whiteheads would construct the fence on their property line and maintenance of the weed growth within that portion of the alleyway would then become the responsibility of Benton County

SUMMARY

Working with the Prosecuting Attorney's Office, an agreement for the use of the right of way has been prepared by Public Works. The agreement has been reviewed and Approved as to Form by the Prosecuting Attorney's office.

RECOMMENDATION

Recommend approval of the resolution and signature by the Chairman of the Board on the agreement

FISCAL IMPACT

There is no fiscal impact to the County. There should actually be a savings to the County as the landowner would be maintaining the right of way rather than County forces.

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: COVENANT AGREEMENT TO UTILIZE UNIMPROVED ROAD RIGHT OF WAY IN LAMPSON HOMESITES IN SECTION 34, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M. AS PART OF LOT 3

WHEREAS, Steve and Kandy Whitehead have requested that they be allowed to fence and maintain an unimproved 90.00 foot long by 16.00 foot wide right of way (alleyway) adjacent their West property line of Lot 3 Lampson Homesites, and

WHEREAS, the Public Works Manager has prepared a Covenant Agreement, which has been reviewed and Approved as to Form by the Prosecuting Attorney's Office, for the use of this right of way, and

WHEREAS, Steve and Kandy Whitehead have agreed to the conditions of the Covenant Agreement and have signed the Covenant Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Covenant Agreement be and is hereby approved, and the Chairman of the Board is authorized to sign said Covenant Agreement on behalf of Benton County.

Dated this 9th day of October, 2012

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Public Works, S. Becken

COVENANT AGREEMENT

THIS AGREEMENT entered into this 20TH day of SEPTEMBER, 2012, by and between BENTON COUNTY, a political subdivision of the State of Washington, and STEVE G. WHITEHEAD AND KANDY A. WHITEHEAD, a married couple (collectively "Whitehead"), is made for the purpose of permitting Steve G. Whitehead and Kandy A. Whitehead to utilize unimproved right of way as a part of their lot. The right of way to be used is described as follows:

A 90.00 foot long by 16.00 foot wide right of way adjacent the West line of Lot 3 Lampson Homesites as recorded in Volume 3 of Plats, Page 12, records of the Benton County Auditor; said subdivision being in Section 34, Township 9 North, Range 29 East, W.M.

The following is agreed upon all parties:

1. Gates are to be installed and maintained on the North and South sides of the right of way so long as those sides are fenced. The gates shall be kept unlocked at all times.
2. Whitehead agrees to maintain the right of way in a condition compliant with all applicable state and local regulations, including control of vegetation.
3. Anyone, including but not limited to, private individuals, public officials and utilities, with a legitimate need, in the County's sole discretion, to use the right of way is to be permitted access to the right of way.
4. If for any reason the County determines it appropriate, including but not limited to, termination of this agreement, vacation of the right of way or pending construction of a road in the right of way, all fences within the right of way shall be removed promptly and by and at the expense of the owner of Lot 3, Lampson's Homesites as referenced above.
5. No other permanent structures may be placed within the right of way.

6. Whitehead shall hold Benton County harmless from any claims or actions arising out of Whitehead's use of said premises, including the cost of defending said claims.
7. The County's permission to fence the right of way does not give the current or any future owner of Lot 3, Lampson's Homesites a claim of adverse possession or remove any rights of the County in claiming this right of way.
8. Whitehead, shall, upon receipt of the County's written notice, promptly cease utilization of the right of way and this agreement shall be immediately terminated.
9. The terms of this agreement shall run with the land and shall be binding on the current and future owners and assigns of Lot 3, Lampson Homesites and the right of way as referenced above.
10. This agreement shall not be effective until recorded with the Benton County Auditor.

BENTON COUNTY, WASHINGTON

OWNERS OF LOT 3, LAMPSON
HOMESITES

Chairman, Board of Benton
County Commissioners

Steve G. Whitehead
Steve G. Whitehead

Date: _____

Date: 9/20/2012

Attest: _____
Clerk of the Board

Kandy A. Whitehead
Kandy A. Whitehead

Approved as to Form:

Date: 9/20/12

Ryan Brown
Benton County Deputy Prosecuting Attorney

Date: 9/13/12

STATE OF Washington }
 } SS
COUNTY OF Benton }

On this date personally appeared before me Steve G. Whitehead and Kandy A. Whitehead, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of September, 2012

Tara L. Arneson
Notary Public in and for the State of Washington,

residing at Gesa Credit Union

My appointment expires: 8-19-16



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF THE 2013 - 2018 SIX-YEAR ROAD PROGRAM

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2013 through 2018 shall be adopted prior to adoption of the annual budget, after one or more public hearings; and

WHEREAS, a public hearing on said six-year plan/road program was held on October 2, 2012; and

WHEREAS, in accordance with WAC 136-14-050 and WAC 136-20-060, the priority array and bridge report prepared by the County Engineer and staff were considered as a part of the six-year plan; and

WHEREAS, the County Engineer recommends approval of the 2013 – 2018 Six Year Road Program; NOW THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the County Engineer’s recommendation and hereby approves the 2013 – 2018 Six-Year Road Program.

Dated this 9th day of October, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: LEASE AGREEMENT TO PERMIT BENTON COUNTY PUBLIC WORKS DEPARTMENT TO CRUSH AND STOCKPILE ROAD SURFACING MATERIALS AT THE SITE KNOWN AS HORRIGAN QUARRY R-126, LOCATED IN A PORTION OF THE SE ¼ OF SECTION 34, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M. AND A PORTION OF THE NE ¼ OF THE NE ¼ OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 24 EAST, W.M.

WHEREAS, a Lease Agreement has been prepared by and between Horrigan Farms, Inc., the landowner, and Benton County to allow Benton County to crush and stockpile road surfacing materials at the site known as Horrigan Quarry R-126, located in a portion of the SE ¼ of Section 34, Township 8 North, Range 24 East, W.M. and a portion of the NE ¼ of the NE ¼ of Section 3, Township 7 North, Range 24 East, W.M.; and

WHEREAS, the Lease Agreement states that Benton County will pay \$0.40 per ton for crushed surfacing material produced and \$0.60 per cubic yard of shot rock used by Benton County maintenance crews; and

WHEREAS, a fee of \$700.00 per year for 5 years, for a total of \$3,500.00, will be paid to Horrigan Farms, Inc. for stockpiling of crushed surfacing material; and

WHEREAS, the Public Works Manager recommends the Lease Agreement, it being in the best public interest; NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Public Works Manager's recommendation that the Lease Agreement by and between Horrigan Farms, Inc., landowner, and Benton County to crush and stockpile road surfacing materials at the site known as Horrigan Quarry R-126, located in a portion of the SE ¼ of Section 34, Township 8 North, Range 24 East, W.M. and a portion of the NE ¼ of the NE ¼ of Section 3, Township 7 North, Range 24 East, W.M., for a total amount of \$3,500 is hereby approved; and

BE IT FURTHER RESOLVED Benton County will pay \$0.40 per ton for crushed surfacing material produced and \$0.60 per cubic yard of shot rock used by Benton County maintenance crews; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said Lease Agreement; and

BE IT FURTHER RESOLVED the term of the Lease Agreement commences October 1, 2012 and expires September 30, 2017.

Dated this 9th day of October, 2012.

Chairman of the Board.

Member.

Member.

Attest: _____
Clerk of the Board

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

Orig: Public Works

M. Groom

Filed for Record at Request of:

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

Document Title: Lease Agreement

Reference Number of Related Documents:

Grantor(s): Horrigan Farms, Inc.

Grantee(s): Benton County

Legal Description: A portion of the SE ¼ of Section 34, Township 8 North, Range 24 East, W.M. & A portion of the NE ¼ of the NE ¼ of Section 3, Township 7 North, Range 24 East, W.M.

Assessor's Tax Parcel Number: 1-3484-000-0000-000, 1-0374-100-0000-000

LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between HERRIGAN FARMS, INCORPORATED, the owners, and BENTON COUNTY, a Political Subdivision of the State of Washington, is made for the purpose of permitting Benton County Public Works Department to crush and stockpile road surfacing materials on the following described parcels of land:

Quarry Site:

That portion of the Southeast Quarter of Section 34, Township 8 North, Range 24 East, W.M., hereinafter described:

The West 570 feet of the East 600 feet of the South 1,400 feet of the Southeast Quarter of said Section 34.

Together with the right of ingress and egress over the South 200 feet of the East 600 feet of said Section 34.

Stockpile Site:

A tract of land situate in the Northeast Quarter of the Northeast Quarter of Section 3, Township 7 North, Range 24 East, W.M., Benton County Washington, said tract being more particularly described as:

Beginning at the Northeast corner of said Section 3; Thence S 90° 00' 00" W, along the North line of Section 3, a distance of 600.00 feet; Thence S 00° 20' 30" E a distance of 241.70 feet; Thence S 75° 37' 15" E a distance of 370.12 feet; Thence S 16° 22' 45" W a distance of 10.00 feet to the beginning of a non-tangent curve, concave to the North, said curve having a radius of 543.01 feet and central angle of 26° 06' 12"; Thence northeasterly, along the arc of said curve, a distance of 247.39 feet, more or less, to the East line of Section 3; Thence N 00° 08' 00" E, along said Easterly line, a distance of 370.07 feet, more or less, to the point of beginning.

Said tract containing 4.48 acres, more or less.

The following is agreed upon by both parties:

1. The period of this agreement shall be five (5) years beginning October 1, 2012, and ending September 30, 2017. At the end of such period, this agreement may be renewed if agreeable to both parties. The Benton County Public Works Department is permitted to crush and stockpile road surfacing materials within the stockpile area described for that purpose.
2. The lessee shall be given first chance to refuse offer to sell by lessor should lessor decide to sell property described herein within the period of the lease agreement.

3. The owners of the land are permitted to enter in or upon said land at any time.
4. The Benton County Public Works Department will maintain a surface mining permit from the Department of Natural Resources and comply with the conditions thereof. Benton County operations will not extend easterly beyond the 20 foot private road easement along the East line of said Section 34.
5. The consideration for the privilege to crush surfacing materials on said land is \$0.40 per ton of rock produced, said consideration to be paid upon completion of each crushing contract on said land. In lieu thereof, the owners herein may obtain the same value in crushed surfacing materials. Measurement of rock will be made in the processed state; that is, pay quantities shall be the amount of crushed rock produced. If removal of objectionable material from the quarry rock is required to produce a product which will meet the current edition of State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, the removed material will not be a pay item in this agreement unless such removed material or shot rock is actually used, and payment for the shot rock or objectionable material will be \$0.60 per cubic yard as measured in the truck.
6. The consideration for the privilege to stockpile surfacing materials on said land is \$700.00 per year, to be paid annually on the anniversary date of execution or lump sum \$3,500.00 for the five year lease to be paid on the execution date of this agreement. The method of payment is at the discretion of the landowner.
7. The Benton County Public Works Department or its contractors may enter in or upon said land at any time for the purpose of crushing, stockpiling, removing crushed rock, and for other operations connected with the normal operations of a quarry and stockpile site.
8. The Benton County Public Works Department shall notify, in writing, Horrigan Farms, Inc., ninety days (90) prior to commencing crushing operations.
9. Benton County shall hold Horrigan Farms, Inc., harmless from any claims or actions arising out of Benton County's use of said premises, including the cost of defending said claims.
10. Upon the expiration of this agreement, all materials owned by Benton County will be removed from the lease premises.

SIGNED this 24TH day of September, 2012.

OWNER:

HORRIGAN FARMS, INCORPORATED

BY: [Signature]
President

SIGNED this _____ day of _____, 2012.

BENTON COUNTY:

Chairman, Board of County Commissioners

Chairman, Pro-Tem

Member

Approved as to Form:

MWA
Benton County Prosecuting Attorney
Deputy

STATE OF WASHINGTON,)
) ss.
COUNTY OF Franklin)

On this 24th day of September, 2012, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared David B. Gallant, to me known to be the President of Horrigan Farms, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on behalf of Horrigan Farms.

Witness my hand and official seal hereto affixed the day an year first above written.

Candace M. Haeberle
Notary Public in and for the State of Washington
Residing at PASCO



STATE OF WASHINGTON,)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2012, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared _____, and _____ to me known to be the Chairman and members, respectively, of the Board of County Commissioners of Benton County, Washington, the political subdivision that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said subdivision.

Witness my hand and official seal hereto affixed the day an year first above written.

Notary Public in and for the State of Washington,
Residing at _____.

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 10/09/12	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT: Proclamation for National Adoption Day	Pass Resolution	_____	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: Pat Austin	Other	_____	OTHER _____
Reviewed By: _____	Approve for Hearing	_____	_____

BACKGROUND INFORMATION

The Court is preparing for the seventh year to participate in National Adoption Day. The Benton and Franklin Counties Superior Court will be holding it's ceremony on November 16, 2012 and would like both Benton and Franklin Counties to proclaim November 16th as National Adoption Day.

SUMMARY

RECOMMENDATION

Recommend signing proclamation.

FISCAL IMPACT

MOTION

I move to declare November 16, 2012 as National Adoption Day in Benton County and sign the proclamation.

NATIONAL ADOPTION DAY PROCLAMATION

By the Board of Commissioners of Benton County, Washington;

WHEREAS, the County of Benton County recognizes the importance of giving children permanent, safe and loving families through adoption; and

WHEREAS, more than 129,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, to help these children find permanent, nurturing families, the local courts of Benton County will open their doors on National Adoption Day, Friday, November 16, 2012 to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, I, James Beaver, Chairman of the Benton County Commissioners, by virtue of the authority vested in me, do hereby proclaim November 16, 2012, as NATIONAL ADOPTION DAY in this county, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of adoption.

DATED this _____ day of _____, 2012.

James Beaver, Chairman of the Board

Attest:

Leo Bowman, Member

Clerk of the Board

Shon Small, Member

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: <u>10/09/12</u>	Execute Contract	_____	CONSENT AGENDA <u>X</u>
SUBJECT: <u>Proclamation for Youth & Justice Day</u>	Pass Resolution	_____	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
Prepared By: <u>Pat Austin</u>	Pass Motion	_____	2 ND DISCUSSION _____
	Other	_____	OTHER _____
Reviewed By: _____	Approve for Hearing	_____	_____

BACKGROUND INFORMATION

The Court is preparing for the tenth year anniversary of the Tri-Cities Youth & Justice Forum. The Benton and Franklin Counties Superior Court will be joining the Minority & Justice Commission to host the Tri-Cities Youth & Justice forum and would like both Benton and Franklin Counties to proclaim October 19th as Youth & Justice Day.

SUMMARY

RECOMMENDATION

Recommend signing proclamation.

FISCAL IMPACT

MOTION

I move to declare October 19, 2012 as Youth & Justice Day in Benton County and sign the proclamation.

TRI-CITIES YOUTH AND JUSTICE DAY PROCLAMATION

By the Board of Commissioners of Benton County, Washington;

WHEREAS, the County of Benton recognizes our youth are a valuable resource and are of critical importance to the future of our communities; and

WHEREAS, the County of Benton also recognizes the daunting challenges and choices facing our youth and is committed to assisting them in securing positive outcomes;

WHEREAS, our youth have legal rights and civic responsibilities to our community and it is vital that our youth understand those rights and responsibilities; and

WHEREAS, ten years ago the Minority and Justice Committee, under the direction of Justice Charles A. Smith and Justice Charles W. Johnson, chose to join with members of the local community, under the leadership of the Honorable Dennis D. Yule, to institute the annual Tri-Cities Youth and Justice Forum to assist local students, particularly those from economically disadvantaged and historically underrepresented communities, in understanding their legal rights and civic responsibilities, to expose youth to careers in the legal and other professional fields, and to provide a vehicle for positive interaction between youth, the courts and the legal community;

WHEREAS, over the past ten years, the Tri-Cities Youth and Justice Forum has provided a unique opportunity to encourage nearly 2000 students, including those from economically disadvantaged and historically underrepresented communities to become interested in the professions within the justice system.

WHEREAS, The Tri-Cities Youth and Justice Forum” is designed to: enable students to have a positive, personal contact with individuals employed in the justice system. Also to help students understand their rights and responsibilities as members of the community and understand the roles of those working within the justice system in protecting and enforcing those rights and responsibilities.

WHEREAS, professional volunteers dedicate their time to stimulate the students to think about their legal rights and responsibilities, and to also think about possible careers in the justice system. The cooperation of judges, attorneys, law enforcement officers, probation officers, court clerks, interpreters, educators and other professionals are an important part of the Tri-Cities Youth and Justice Forum and;

WHEREAS, it is essential that all citizens of our community be aware of the importance of the Tri-Cities Youth and Justice System programs and the impact that the forum has on economically disadvantaged and underrepresented youth in our communities; and

WHEREAS, we recommit ourselves to “Tri-Cities Youth and Justice Forum.”

NOW, THEREFORE, I, James Beaver, Chairman of the Benton County Commissioners, by virtue of the authority vested in me, do hereby proclaim October 19, 2012, as **YOUTH AND JUSTICE DAY** in this county, and in so doing, urge all citizens to join in the support of this valuable program.

DATED this _____ day of _____, 2012.

James Beaver, Chairman of the Board

Attest:

Leo Bowman, Member

Clerk of the Board

Shon Small, Member