

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 (REVISED)**  
**BOARD OF BENTON COUNTY COMMISSIONERS**  
**Regular Board Meeting**  
**Tuesday, May 15, 2012**  
**Benton County Courthouse, Prosser, WA**

9:00 AM

Call to Order  
Approval of Minutes  
❖ **May 8, 2012**  
Review Agenda

Consent Agenda

**Animal Control**

a. Line Item Transfer, Fund No. 0000-101, Dept. 137

**Assessor**

b. Line Item Transfer, Fund No. 0000-101, Dept. 101

**Auditor**

c. Interlocal Agreement w/City of Benton City for Ballot Drop Box

d. Interlocal Agreement w/City of West Richland for Ballot Drop Box

**Commissioners**

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

f. Payment Authorization to Design West Architects, PA for District Court Remodel Study

g. Procedures and Guidelines on Benton County & Bi-County Non-Bargaining Positions;  
Rescinding Resolution 11-243

**Facilities**

h. Purchase Authorization for Video Monitoring Equipment from URS Electronics

i. Contract w/Stoncor Group, Inc. dba Stonhard for Jail Kitchen Floor Repair

**Human Services**

j. Grant Agreement w/Housing Authority of the City of Pasco and Franklin County

k. Agreement w/Vista Youth Center

**Juvenile**

l. Line Item Transfer, Fund No. 0115-101, Depts. 171, 173 & 174

**Office of Public Defense**

m. Payment Authorization for Attorney D Hanson for District Court Cases

n. Termination of District Court Public Defense Contract w/E Riley

**Personnel**

o. Authorizing County Risk Manager to Settle Claim CC2011-27

**Planning**

p. Contract w/The Watershed Company to Update the Benton Co. Shoreline Master Program

**Prosecuting Attorney**

q. Salary Request Statement

**Public Works**

r. Granting Franchise to Lightspeed Networks, Inc.

9:05 AM

**Scheduled Business:**

Expanded SWAT Services – Sheriff Keane

WSU Cooperative Update – M Ophardt

Animal Control Update – K Mercer

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, May 8, 2012, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** Chairman James Beaver (Excused)

**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; R.J. Lott, Planning; DPA Ryan Brown; Treasurer Duane Davidson; Clerk Josie Delvin; Jacki Lahtinen, District Court; Central Services Manager Randy Reid; Auditor Brenda Chilton.

**Approval of Minutes**

The Minutes of May 1, 2012 and Special Minutes of May 1, 2012 were approved.

**Consent Agenda**

**MOTION:** Commissioner Bowman moved to approve the consent agenda items “a” through “f”. Commissioner Small seconded and upon vote, the Board approved the following:

**Commissioners**

- a. Ridges to Rivers Open Space Network Support Letter
- b. Older Americans Month Proclamation

**Prosecuting Attorney**

- c. Amendment to Collective Bargaining Agreement for Juvenile Clerical
- d. Settlement Agreement w/Teamsters Local 839, Representing Juvenile Detention

**Public Works**

- e. Granting Franchise to Public Utility District No. 1
- f. Line Item Transfer, Fund No. 0155-101, Dept. 000

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

**Public Hearing – Short Plat Vacation - SPV 12-02**

R.J. Lott said the Planning Department received an application by Dale and Peggy Wood requesting the 170-foot taxi and runway and 70-foot taxiway easement be vacated off the face of the short plat. He said that all property owners within 300 feet were notified and signed the vacation application and all concerned agencies were notified with no adverse comments received.

He said they received a copy of a letter this today from applicants (entered into the record) requesting the condition to revoke their special use permit be removed. Mr. Lott said that was okay with the Planning Department to remove that condition.

**Testimony**

Bob Page, owner of the parcel adjoining the applicant, asked if they would still be able to use the runway once they relinquished the right for the easement since the FAA required an easement and special use permit.

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

R.J. Lott said if the applicant still wanted to land airplanes on the property, they would need to abide by all conditions of the special use permit and one was a requirement to file paperwork with the FAA. He said the FAA would review any easements and give approval for that runway.

Commissioner Bowman requested the public hearing be continued for two weeks to receive additional information. Chairman Pro Tem Small agreed.

The public hearing was continued to May 22, 2012 at 9:05 a.m. and testimony would be left open.

**Public Hearing – Short Plat Vacation - SPV 12-03**

R.J. Lott said the applicant William Knight was requesting vacation of four separate easements and proposed a replacement 20-foot access easement to serve the two Lots of Short Plat 648 that match the current constructed access.

The Planning Department recommended approval of the proposed vacation with conditions.

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

**MOTION:** Commissioner Bowman moved to approve the vacation of the 20-foot access easement, a 10-foot utility easement AF 770763, a 10-foot irrigation easement, and a 5-foot irrigation easement AF 770762 located on Short Plat 648. The motion is conditioned upon the applicant, in coordination with Columbia Irrigation District, recording a document that

relinquishes the underlying 5-foot irrigation easement within one year of the date of approval of the Board of Benton County Commissioners or the approval will be null and void.

Upon vote, the motion carried unanimously.

**Executive Session – Pending Litigation**

The Board went into executive session at 9:20 a.m. for approximately 15 minutes to discuss pending litigation with DPA Ryan Brown. Also present were Melina Wenner, Loretta Smith Kely, David Sparks, and Cami McKenzie. The Board came out of executive session at 9:34 a.m. Mr. Brown said the Board discussed pending litigation and took no action.

**MOTION:** Commissioner Bowman moved to authorize the PA’s office to submit an offer of judgment to plaintiffs Crime, Justice & America Inc. and Ray Hrdlicka on behalf of Benton County and Sheriff Keane in the form deemed appropriate by the Prosecutor’s Office and for an amount not to exceed \$3,000 plus fees and costs incurred to date by them as a procedural strategy in that lawsuit. Commissioner Small seconded and upon vote, the motion carried unanimously.

**Commissioner Assignment Update**

Commissioner Bowman said he attended the WSAC board meeting and briefly discussed a presentation from Network of Care regarding a software program for veterans, etc. that helped find assistance programs. It was currently being used in Snohomish County.

Commissioner Small said he had a meeting with Marie Mosley, City of Kennewick. Additionally, he discussed a SECOMM meeting and the proposed disposition of two generators at the Prosser Middle School.

**Vouchers**

Check Date: 05/04/2012  
Warrant #: 57139-57333  
Total all funds: \$1,888,302.23

Check Date: 05/04/2012  
Warrant #: 233996-234099  
Direct Deposit #: 73615-74218  
Total all funds: \$2,119,565.80

Check Date: 05/04/2012  
Taxes #: 10112051-10112053  
Warrant #: 57334-57357  
Total all funds: \$1,948,907.32

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

**Resolutions**

- 2012-252: Older Americans Month Proclamation
- 2012-253: Amendment to Collective Bargaining Agreement for Juvenile Clerical
- 2012-254: Settlement Agreement w/Teamsters Local 839, Representing Juvenile Detention
- 2012-255: Granting Franchise to Public Utility District No. 1
- 2012-256: Line Item Transfer, Fund No. 0155-101, Dept. 000

There being no further business before the Board, the meeting adjourned at approximately 9:40 a.m.

---

Clerk of the Board

---

Chairman

a. Line Item Transfer, Fund No. 0000-101,  
Dept. 137

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 137.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

## BENTON COUNTY LINE ITEM TRANSFER

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

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.230	1146	Animal Control Manager	\$1,906	521.230	9101	Data Processing Administration	\$1,775
521.230	1150	Animal Control Officer III	\$10,000	521.230	4102	Contract Services	\$26,131
521.230	1905	Temporary Help	\$16,000				
<b>TOTAL</b>			<b>\$27,906</b>	<b>TOTAL</b>			<b>\$27,906</b>

**Explanation:**

Transfer needed in order to pay for contract services (spaying/neutering and veterinarian visits) as well as an increase in Data Processing Administration due to additional smart phone and upgrade.

Prepared by:  Date:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 15, 2012</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Line Item transfer</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>Harriet Mercer</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Assessor's Office is in need of additional funding to our Professional Services line item.

**SUMMARY**

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

-\$0.00- Part of the approved 2011/2012 biennium budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, ASSESSOR DEPARTMENT NUMBER 101, FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$5,000.00**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, that \$5,000.00 shall be transferred as more clearly defined in Exhibit "A" attached hereto:

Dated this ..... day of ... .., 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 LINE ITEM TRANSFER**

Exhibit "A "

Dept Name: Assessor Dept Nbr: 101  
 Fund Name: Current Expense Fund Nbr: 0000-101

**TRANSFER FROM:**

**TRANSFER TO:**

BASE SUB	LINE ITEM NAME	AMOUNT	BASE SUB	LINE ITEM NAME	AMOUNT
(6 digit)	(4 digit)		(6 digit)	(4 digit)	
514.240	1103 Salaries	\$5,000	514.249	4103 Professional Services	\$5,000
	TOTAL	\$5,000		TOTAL	\$5,000

**Explanation:**

The Benton County Assessor's office is in need of additional funding to the professional services line item.

Prepared by: Barbara Wagner by Harriet Mercer

Date: May 8, 2012

Approved  Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: _____	Execute Contract _____	Consent Agenda <u>  x  </u>
Subject: <u>Benton City</u>	Pass Resolution <u>  x  </u>	Public Hearing _____
<u>Ballot Drop Box</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: Stuart Holmes	Pass Motion _____	2nd Discussion _____
Reviewed by: Brenda Chilton	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Auditor's Office received a HAVA Grant to install a drop box in the City of Benton City.  
 The Auditor and the City of West Richland have agreed upon a location at City Hall to install the ballot drop box.  
 The Auditor's Office will coordinate with Facilities for installation and will maintain the box after installation.

**SUMMARY**

The City of Benton City, Benton County Disability Advisory Committee and the Benton County Auditor's Office met and agreed upon a good location to install a ballot drop box in Benton City.

**RECOMMENDATION**

Pass resolution and sign Interlocal Agreement installing a drop box centrally located in the City of Benton City

**FISCAL IMPACT**

\$0 - Ballot Drop Box and installation equipment are in current inventory of election supplies

**MOTION**

Consent Agenda

# RESOLUTION

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

IN THE MATTER OF AUTHORIZING THE INSTALLATION OF A DROP BOX AT CITY HALL IN BENTON CITY

WHEREAS, the Benton County Auditor received a Help America Vote Act (HAVA) grant to install a ballot drop box in the City of Benton City; and

WHEREAS, the City of Benton City, Benton County Disability Advisory Committee and the Benton County Auditor have agreed upon a appropriate location to install a ballot drop box at the City Hall; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the City of Benton City and Benton County Auditor recommendation to install a drop box at the City hall in Benton City; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Interlocal Cooperative Agreement; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on full execution thereof and expires on December 31, 2030.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

INTERLOCAL COOPERATIVE AGREEMENT  
*between*  
THE CITY OF BENTON CITY AND BENTON COUNTY, WASHINGTON,  
*for a*  
BALLOT DROP BOX AT CITY HALL

**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 between the City of Benton City, Washington, a Washington Municipal Corporation, hereinafter "CITY" and Benton County, Washington, a Washington Municipal Corporation, hereinafter "COUNTY," hereinafter jointly referred to as the "Jurisdictions".

**WHEREAS**, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions; and,

**WHEREAS**, the Jurisdictions have determined that constructing a ballot drop box at City Hall is in the best interest of the Jurisdictions and the public; and,

**WHEREAS**, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, the Jurisdictions agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to establish the respective roles of the Jurisdictions in the construction, financing and maintenance of a ballot drop box at 708 9th Street, a building owned by CITY. This ballot drop box shall be hereinafter referred to as the "PROJECT."

**Section 2. Designated Contacts.** The designated contacts for the purposes of administration of this agreement shall be:

CITY: Stephanie Haug  
City Clerk  
708 9th Street  
Benton City, Washington 99320  
(509)588-3322 / [cclerk@owt.com](mailto:cclerk@owt.com)

COUNTY: Stuart Holmes  
Benton County Election Supervisor  
620 Market St  
Prosser WA 99350  
509-786-5618 / [stuart.holmes@co.benton.wa.us](mailto:stuart.holmes@co.benton.wa.us)

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: _____	Execute Contract _____	Consent Agenda <u>  x  </u>
Subject: <u>West Richland</u>	Pass Resolution <u>  x  </u>	Public Hearing _____
<u>Ballot Drop Box</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>Stuart Holmes</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>Brenda Chilton</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

Over the past few years, voters in the City of West Richland made it clear that they would like to have another drop box in their city. The Benton County Disability Advisory Committee recommended a ballot drop box be installed at City Hall/Library.

The Benton County Auditor’s Office received a HAVA Grant to install a drop box in the City of West Richland.

The Auditor and the City of West Richland have agreed upon a location at City Hall on Van Giesen to install the ballot drop box.

The City of West Richland will install and the Auditor’s Office will maintain the box after installation.

**SUMMARY**

Voters in the City of West Richland requested that the Auditor install a drop box more centrally located in the city limits. In 2012, HAVA grant money was made available to install ballot drop boxes. The City of West Richland and Benton County Auditor’s Office met and agreed upon a good location to install a ballot drop box.

**RECOMMENDATION**

Pass resolution and sign Interlocal Agreement installing a drop box centrally located in the City of West Richland

**FISCAL IMPACT**

- Drop Box = \$770
- Drop box shipping = \$72
- Drop box posts = \$85
- Drop box signage = \$176
- \* All covered by HAVA Grant

**MOTION**

Consent Agenda

# RESOLUTION

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

IN THE MATTER OF AUTHORIZING THE INSTALLATION OF A DROP BOX AT WEST RICHLAND CITY HALL

**WHEREAS**, the Benton County Auditor received a Help America Vote Act (HAVA) grant to install a ballot drop box in the City of West Richland; and

**WHEREAS**, the City of West Richland and Benton County Auditor have agreed upon a appropriate location to install a ballot drop box at the City Hall on Van Giesen; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the City of West Richland and Benton County Auditor recommendation to install a drop box at the City Hall in West Richland; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached Interlocal Cooperative Agreement; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on full execution thereof and expires on December 31, 2030.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

INTERLOCAL COOPERATIVE AGREEMENT  
*between*  
THE CITY OF WEST RICHLAND AND BENTON COUNTY, WASHINGTON,  
*for a*  
BALLOT DROP BOX AT CITY HALL

**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 between the City of West Richland, Washington, a Washington Municipal Corporation, hereinafter "CITY" and Benton County, Washington, a Washington Municipal Corporation, hereinafter "COUNTY," hereinafter jointly referred to as the "Jurisdictions".

**WHEREAS**, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions; and,

**WHEREAS**, the Jurisdictions have determined that constructing a ballot drop box at City Hall is in the best interest of the Jurisdictions and the public; and,

**WHEREAS**, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, the Jurisdictions agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to establish the respective roles of the Jurisdictions in the construction, financing and maintenance of a ballot drop box at 3801 West Van Giesen, a building owned by CITY. This ballot drop box shall be hereinafter referred to as the "PROJECT."

**Section 2. Designated Contacts.** The designated contacts for the purposes of administration of this agreement shall be:

CITY: Julie Richardson  
City Clerk  
3801 West Van Giesen  
West Richland, Washington 99353  
509-967-3431 / [julie@westrichland.org](mailto:julie@westrichland.org)

COUNTY: Stuart Holmes  
Benton County Election Supervisor  
620 Market St  
Prosser WA 99350  
509-786-5618 / [stuart.holmes@co.benton.wa.us](mailto:stuart.holmes@co.benton.wa.us)

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 107.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

### BENTON COUNTY LINE ITEM TRANSFER

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

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.100	1251	Financial Analyst	\$36,346	511.100	1XXX	(new) Financial Administrator	\$41,797
511.100	1245	County Administrator	\$5,451				
<b>TOTAL</b>			<b>\$41,797</b>	<b>TOTAL</b>			<b>\$41,797</b>

**Explanation:**  
 Transfer needed in order to pay for newly converted Financial Analyst to a Financial Administrator. Line item (four digit number) will be determined by the Auditor's Office.

Prepared by:  Date:   
 Approved  Denied  Date: \_\_\_\_\_

\_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
 Member  
 \_\_\_\_\_  
 Member

<b>AGENDA ITEM</b>	<b>TYPE OF ACTION NEEDED</b>	<b>COMMISSIONERS</b>
Meeting Date: 5/15/2012	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: A&E Service for Study	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

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

Design West Architects was asked by Benton County to provide a feasibility study for a possible remodel of the Benton County district court room, jury room and jury restrooms, all located on the third floor of the Benton County Courthouse in order to comply with Americans with Disabilities Act (ADA) requirements.

Attached is a Resolution authorizing payment in the amount of \$2,944.79 to Design West Architects for services and reimbursement expense performed for this study.

**RECOMMENDATION**

The recommendation is to approve the payment in the amount of \$2,944.79 to Design West Architects for services performed, with said funds being paid out of the Capital Fund 0305101.

**MOTION**

The Board of Benton County Commissioners hereby authorizes payment in the amount of \$2,944.79 to Design West for services and reimbursements necessary for work performed on the Benton County District Court feasibility study located at the Benton County Courthouse.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AUTHORIZING PAYMENT TO DESIGN WEST ARCHITECTS, PA FOR ARCHITECTURAL SERVICES FOR A FEASIBILITY STUDY OF THE DISTRICT COURT ROOM REMODEL LOCATED AT THE BENTON COUNTY COURTHOUSE, PROSSER, WA

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

**WHEREAS**, Design West was asked by Benton County to provide a feasibility study for a possible remodel of the Benton County District Court Room, Jury Room, and Restrooms all located on the third floor of the Benton County Courthouse in order to comply with Americans with Disabilities Act (ADA) requirements; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes payment in the amount of \$2,944.79 to Design West Architects for services and reimbursements necessary for work performed on the feasibility study located at the Benton County Courthouse, Prosser, WA.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,

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



DESIGN  
WEST

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

Date: 5/1/2012  
Invoice Number: 3  
Project No.: 1159  
Services Through: 4/20/2012

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

<b>*Architectural Services:</b>	<b>Rate</b>	<b>Hours</b>	<b>This Cycle</b>	<b>Due This Cycle</b>
Principal Architect	\$ 140.00	-	\$ -	-
Project Architect	\$ 120.00	9.00	\$ 1,080.00	-
Project Manager	\$ 110.00	-	\$ -	-
Production	\$ 85.00	21.00	\$ 1,785.00	-
Clerical	\$ 60.00	-	\$ -	-
Architectural Services this Billing Cycle			\$	2,865.00

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

Total Services this Billing Cycle **\$ 2,865.00**

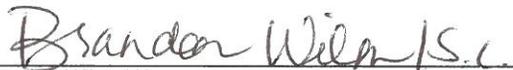
\* Hourly back-up available upon request

<b>Reimbursable Expenses:</b>	<b>This Cycle</b>	<b>Due This Cycle</b>
Postage/Shipping	\$ 10.23	-
Mileage	\$ 69.56	-
Reproduction		
Reimbursable Expenses this Billing Cycle		\$ 79.79

Reimbursable Expenses To Date 713.21

**Total Due this Invoice** **\$ 2,944.79**

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

  
Brandon Wilm, AIA

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

MERIDIAN, IDAHO  
PULLMAN, WASHINGTON  
KENNEWICK, WASHINGTON

## RESOLUTION

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

**IN THE MATTER OF RESCINDING RESOLUTION 11-243 AND REINSTATING THE ESTABLISHMENT OF PROCEDURES AND GUIDELINES FOR REQUESTING, NEW EVALUATING AND APPROVING BENTON COUNTY AND BI-COUNTY NON-BARGAINING POSITIONS AND RECLASSIFICATIONS**

**WHEREAS**, on April 11, 2011, per Resolution 11-243, the Board of Benton County Commissioners rescinded established procedures and guidelines for requesting, evaluating, and approving Benton County and Bi-County non-bargaining positions and limiting reclassifications; and

**WHEREAS**, the Board of Benton County Commissioners desire to reinstate the establishment of procedures and guidelines for requesting, evaluating, and approving Benton County and Bi-County non-bargaining positions and reclassifications; and

**WHEREAS**, it is the responsibility of the Board of Benton County Commissioners to approve any new positions and changes to existing positions, including classification descriptions and grades; and

**WHEREAS**, the Board of Benton County Commissioners desire to authorize the County Administrator to approve all requests brought before the Board relating to evaluating and approving any new Benton County and Bi-County non-bargaining positions and reclassifications; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of County Commissioners rescinds Resolution 11-243; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners hereby authorizes the County Administrator to evaluate and bring forth requests relating to any Benton County and Bi-County non-bargaining positions based on individual circumstances presented in writing under the guidelines set below. These requests must include one of the following:

1. The new position is supported in its entirety through federal/state grants and the filling of the position is critical to fulfilling the grants or contract requirements and/or; and
2. The new position is funded through a new revenue source or is supported through a fee-based process and/or; and
3. The elected official or department head is requesting a new non-bargaining position and/or reclassification and has identified on-going cost reduction (re-organization, contract vs. employee, etc.).

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: 5-15-12	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Approval for purchase of video monitoring equipment	Pass Resolution <u>  X  </u>	Public Hearing _____
	Pass Ordinance _____	1st Discussion _____
Prepared by: D. Waggoner	Pass Motion _____	2nd Discussion _____
Reviewed by: K. Mercer	Other _____	Other _____

**BACKGROUND INFORMATION / SUMMARY**

The Superior Court and District Court courtrooms are in the middle of a 3-year plan to upgrade their video surveillance equipment. Cameras in the main public hallways are also being upgraded.

In 2011, under Resolution 11-410, the Board approved the purchase of 32 camera systems and an EduraXpress recording system using Washington State Contract # 03709 from URS Electronics Inc.

This purchase request is the next step in that upgrade process.

This purchase will install video monitoring equipment in the security office at the Benton County Justice Center. This will allow the security officer to view the camera video of the main hallways, and of the courtrooms, if needed. The video monitoring equipment includes 1 video decoder, 2 monitors and 2 monitor wall mounts. This equipment will be purchased from URS Electronics, Inc. off Washington State Contract # 03709. The prices listed on the quote and Purchase Agreement, reflect the contract negotiated 47% discount from the MSRP listed by manufacturer Pelco.

The remainder of the project, scheduled for 2013, will install interface equipment in Master Control of the Benton County Jail. This will allow Master Control officers the ability to visually monitor activity in the Superior Court and District Court courtrooms in the event that conditions warrant.

**RECOMMENDATION**

Recommend purchasing the video decoder with dual monitors and associated hardware for use in the security office at the Benton County Justice Center.

**FISCAL IMPACT**

\$7,064.95 to be paid out of the following account:

Insurance Management Fund  
Fund # 0504-101

**MOTION**

N/A consent agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VIDEO SURVEILLANCE MONITORING EQUIPMENT FROM URS ELECTRONICS INC. OFF WASHINGTON STATE CONTRACT NO. 03709

**WHEREAS**, per Resolution 09-858 and 11-812, Benton County and the State of Washington, Department of Enterprise entered into an Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity; and

**WHEREAS**, Washington State Contract NO. 03709 allows URS Electronics Inc. to sell a wide variety of parts and equipment for replacement and system standardization for traffic signal control equipment/systems; and

**WHEREAS**, video surveillance equipment and associated hardware is also offered under Washington State Contract NO. 03709; and

**WHEREAS**, the Benton County Justice Center is upgrading a portion of its video monitoring equipment; and

**WHEREAS**, the Facilities Manager and the Electronic Technician recommend purchasing video monitoring equipment from URS Electronics Inc. off Washington State Contract NO. 03709; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the purchase of video monitoring equipment from URS Electronics Inc. off Washington State Contract NO. 03709 in the amount of \$7,064.95 including WSST; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman to sign the attached Purchase Order Agreement.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Facilities  
cc: Auditor,

Prepared by: D. Waggoner



<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	May 15, 2012	Execute Contract	<u>  X  </u>	Consent Agenda <u>  X  </u>
Subject:	Stonhard	Pass Resolution	<u>  X  </u>	Public Hearing <u>      </u>
	Contract	Pass Ordinance	<u>      </u>	1st Discussion <u>      </u>
Prepared by:	D. Pettey	Pass Motion	<u>      </u>	2nd Discussion <u>      </u>
Reviewed by:	K. Mercer	Other	<u>      </u>	Other <u>      </u>

**BACKGROUND INFORMATION**

**SUMMARY**

The kitchen floor in the Benton County Jail is in need of repair.

**RECOMMENDATION**

The Building Maintenance Supervisor recommends entering into a Public Works Contract with Stonhard, Maple Shade, NJ – Contractors License STONCG1000KD to be put in place for kitchen area floor repair services for the Benton County Jail.

Contract commences upon execution and expires on December 31, 2012.

**FISCAL IMPACT**

Amount not to exceed shall be \$5,864 not including WSST. Contract shall be paid from the Inmate Benevolence Fund (no supplement required).

**MOTION**

# RESOLUTION

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

**IN THE MATTER OF A PUBLIC WORKS CONTRACT FOR KITCHEN AREA FLOOR REPAIR SERVICES WITH STONCOR GROUP, INC, DOING BUSINESS AS STONHARD FOR THE BENTON COUNTY JAIL**

**WHEREAS**, per resolution 11-402, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, the kitchen floor in the Benton County Jail is in need of repair; and

**WHEREAS**, the Building Maintenance Supervisor recommends entering into a Public Works Contract with Stonhard, Maple Shade, NJ – Contractors License STONCG1000KD to be put in place for kitchen area floor repair services for the Benton County Jail; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Building Maintenance Supervisor's recommendation and hereby awards StonCor Group, Inc., doing business as Stonhard the Public Works Contract for kitchen area floor repair services for the Benton County Jail for a total contract amount not to exceed \$5,864.00 not including WSST; and

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

**PUBLIC WORKS 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 StonCor Group, Inc., doing business as Stonhard, with its principal offices at 1000 East Park Avenue, Maple Shade, NJ 08052, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents

- a. Exhibit A - Contractor's Quote
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon execution by both parties. CONTRACTOR shall have 60 days to complete the project. The terms and conditions of this contract 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 agrees to provide kitchen area floor repair for the Benton County Jail in accordance with the CONTRACTORS quote attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <b>Subject:</b> <u>Agreement #2060-2011-HACPFC-01 with the Housing Authority of the City of Pasco and Franklin County</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Amendment</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**

This Amendment to Grant Agreement #2060-2011-HACPFC is intended to modify Section 8 Payment, for work completed for the Benton County 2060 funds granted to the Housing Authority of the City of Pasco and Franklin County (HACPFC) from the Residential Development Budget/Renovation.

The Amendment is requested so that the Housing Authority of the City of Pasco and Franklin County can move forward with the repairs and renovations of the Cullum House as outlined in their 2060 application.

The Amendment is also requested as HACPFC has agreed to complete the work two weeks ahead of schedule; referenced in Sections 2, 4, 5, and 8; for a new Grant Agreement end date of October 5, 2012.

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Amendment
- Approve the proposed Amendment 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 Fund 0152101 State/Affordable Housing Fund.

**MOTION**

To approve signing Grant Agreement #2060-2011-HACPFC-01 with the Housing Authority of the City of Pasco and Franklin County, and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# RESOLUTION

Benton County Resolution No. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2011-HACPFC-01 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN COUNTY (HACPFC); FOR THE REPAIRS AND RENOVATIONS OF THE CULLUM HOUSE AS OUTLINED IN THEIR 2060 APPLICATION AND COMPLETE THE WORK TWO WEEKS AHEAD OF SCHEDULE**

**WHEREAS**, this Amendment to Grant Agreement #2060-2011-HACPFC is intended to modify Sections 2, 4, 5, and 8, for work completed for the Benton County 2060 funds granted to the Housing Authority of the City of Pasco and Franklin County (HACPFC) from the Residential Development Budget/Renovation; and

**WHEREAS**, the Amendment is requested so that the Housing Authority of the City of Pasco and Franklin County can move forward with the repairs and renovations of the Cullum House as outlined in their 2060 application; and

**WHEREAS**, the Amendment is also requested as HACPFC has agreed to complete the work two weeks ahead of schedule for a new Grant Agreement end date of October 5, 2012; referenced in Section 2. Use of Proceeds, Section 4. Recipient's Obligations, Section 5. Period of Performance and Section 8. Payment; and

**WHEREAS**, this Amendment serves to amend Section 8. sub-section 8.2 which will be deleted from the Agreement, and amends Section 8. sub-section 8.5 to read: Requests for reimbursement for the projects set forth in Exhibit A-2 will be submitted to reflect actual costs for repairs and renovations. Invoices may be submitted at any time following completion of the qualifying project subject to the deadline set forth in Section 4 above; **NOW THEREFORE**

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2060-2011-HACPFC-01 between Benton and Franklin Counties Department of Human Services and the Housing Authority of the City of Pasco and Franklin County, so that the Housing Authority of the City of Pasco and Franklin County can move forward with the repairs and renovations of the Cullum House as outlined in their 2060 application, and complete the work two weeks ahead of schedule.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

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

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

**Benton and Franklin Counties**  
**DEPARTMENT OF HUMAN SERVICES**  
**Grant Agreement #2060-2011-HACPFC-01**

This Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, (hereinafter "County") and Housing Authority of the City of Pasco and Franklin County, a public body corporate created under RCW 35.82.030, with its principal offices at 2505 West Lewis Street, Pasco, WA (hereinafter "Recipient"), and together referred to as the "Parties."

County Contact Information:

Edward Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Place, Suite 201  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509-783-5981  
E-Mail: edt@gov.wa.co.benton-franklin.us

Recipient Contact Information:

F.J. "Andy" Anderson, Executive Director  
Housing Authority of the City of Pasco  
and Franklin County  
2505 West Lewis Street  
Pasco, WA 99301  
Phone: 509-547-3581  
Fax: 509-547-4997  
E-Mail: aanderson@hacpfc.org

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

For the "Recipient":

 5/3/12  
F.J. "Andy" Anderson, Executive Director      Date

For the "County":

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

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

Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

## PURPOSE

This Amendment to Grant Agreement #2060-2011-HACPFC is intended to modify Sections 2, 4, 5, and 8, for work completed for Benton County 2060 funds granted to Housing Authority of the City of Pasco and Franklin County (HACPFC) from the Residential Development Budget/Renovation.

The Amendment is requested so that HACPFC can move forward with the repairs and renovations of the Cullum House as outlined in their 2060 application.

The Amendment is requested as HACPFC has agreed to complete the work two weeks ahead of schedule.

## AMENDMENTS

Section 2 (paragraph 2) is amended to read:

The maximum aggregate payment under this grant shall be **\$29,710.00** payable for such costs to complete the agreed upon work prior to October 5, 2012.

Section 4 is amended to read:

The Recipient shall submit all requests for reimbursement to Benton County by November 5, 2012. Recipient shall only make the Property available to persons with incomes at or below thirty percent of the area median income.

Section 5 is amended to read:

The improvements and services required by this Agreement shall be made between October 20, 2011 and October 5, 2012, hereinafter referred to as the "Project Period".

Section 8

8.2 Will be deleted from the Agreement.

Section 8

8.4 is amended to read:

Unless otherwise provided for in this Agreement or any exhibits hereto, the Recipient will not be paid for any billings or invoices presented to Recipient for costs incurred prior to October 20, 2011, or after October 5, 2012.

Section 8

8.5 is amended to read:

Requests for reimbursement for the projects set forth in Exhibit A-2 will be submitted to reflect actual costs for repairs and renovations. Invoices may be submitted at any time following completion of the qualifying project subject to the deadlines set forth in Section 4 above.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>  <b>Subject:</b> <u>Agreement #2012-HHAA-VISTA with Vista Youth Center</u> <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 Vista Youth Center to assist the Counties 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 a short-term financial assistance program and case management consisting of specific tasks to assist the Counties with meeting their overall goals to reduce homelessness.

**SUMMARY**

**Amount:** Benton County Agreement amount \$24,086.00  
 Franklin County Agreement amount \$10,322.00  
**Period:** April 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 \$24,086.00 (Benton County) and \$10,322.00 (Franklin County)

**MOTION**

To approve signing Agreement #2012-HHAA-VISTA with Vista Youth Center, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #2012-HHAA-VISTA 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 VISTA YOUTH CENTER**

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Vista Youth Center to assist the Counties 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, and or/ at risk of homelessness, 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 a short-term financial assistance program and supportive services, consisting case management specific tasks to assist the Counties with meeting their overall goals to reduce homelessness; **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-VISTA between Benton and Franklin Counties Department of Human Services and Vista Youth Center, 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 \$24,086.00 and Franklin County Agreement amount of \$10,322.00, and

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

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

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

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

\_\_\_\_\_  
Member

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #2012-HHAA-VISTA**

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 Vista Youth Center nonprofit social service organization with its principal offices at 2625 W. Bruneau Place, Suite E, Kennewick, WA 99336, (hereinafter "Contractor").

**Counties Contact Information:**  
Edward Thornbrugh, Administrator  
Benton and Franklin Counties  
Department of Human Services  
7102 W. Okanogan Place, Suite 201  
Kennewick, WA 99336  
Phone: 509-783-5284  
Fax: 509-783-5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**  
Mark Lee, Executive Director  
Vista Youth Center  
2625 W. Bruneau Place Suite E  
Kennewick, WA 99336  
Phone: 509-396-5198  
E-Mail: [exec\\_dir@vistayouthcenter.org](mailto:exec_dir@vistayouthcenter.org)

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

Consideration ..... Benton County -\$24,086.00  
Franklin County-\$10,322.00

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:**

 MARK LEE Title: ED Date 5-2-12

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date \_\_\_\_\_ Attest: Clerk of the Board

**For Franklin County:**

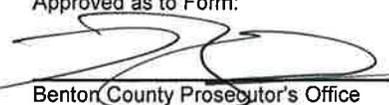
\_\_\_\_\_  
Franklin County Commissioners Date \_\_\_\_\_ Attest: Clerk of the Board

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

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: 5-15-12	Executive Contract	PUBLIC HEARING
SUBJECT: Line Item Transfer	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

Line item transfer allows the Juvenile Justice Center to reorganize appropriated dollars within the Juvenile Budget by transferring funds to Manager, Administrative Services and Facilities and associated line items.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Resolution for the line item transfer within Department 171, County Operations, Department 173, Contract - Fee for Service and Department 174, Grant Reimbursement.

**FISCAL IMPACT**

There are no fiscal impacts.

**MOTION**

I move that the Benton County Board of Commissioners sign the resolution approving the line item transfer.

# RESOLUTION

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

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND  
NUMBER 0115-101, DEPARTMENT NUMBER 171, 173 and 174, and**

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

DATED this \_\_\_\_\_ day of May, 2012

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

**BENTON COUNTY LINE ITEM TRANSFER**

EXHIBIT "A"

Dept Name: Juvenile Center Dept Nbr: 171 / 173 / 174  
 Fund Name: Operations/Contract - Fee for Serv./Grant Reimb. Fund Nbr: 0115-101

TRANSFER FROM: \_\_\_\_\_ TRANSFER TO: \_\_\_\_\_

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
171.00000.527.100	1685	Administrative Services Mgr.	\$41,158.00	171.00000.527.100	Per Auditor	Manager - Adm. Serv. & Facilities	\$41,158.00
173.00000.527.400	4103	Professional Services	\$2,291.00	173.00000.527.400	Per Auditor	Manager - Adm. Serv. & Facilities	\$1,996
174.00000.527.400	4103	Professional Services	\$461.00	173.00000.527.400	2102	Social Security	\$153
				173.00000.527.400	2104	Retirement	\$142
				174.00000.527.400	Per Auditor	Manager, Adm. Serv. & Facilities	\$400
				174.00000.527.400	2102	Social Security	\$31
				174.00000.527.400	2104	Retirement	\$30
<b>TOTAL</b>			<b>\$43,910.00</b>	<b>TOTAL</b>			<b>\$43,910.00</b>

Transferring funds to Manager, Administrative Services and Facilities and associated line items.

Authorized by  Date 5/7/12  
 Sharon Paradis, Administrator

**BENTON COUNTY**  
 Approved  Denied

\_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
 Member  
 \_\_\_\_\_  
 Member

**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: ~~May~~ 15, 2012  
Presentation length:  
Presenting elected office/department: OPD  
Prepared by: Eric Hsu  
Reviewed by: Loretta Smith-Kelty

**BACKGROUND INFORMATION**

Despite the large size of the Benton County District Court defense panel, from time to time, especially with the simultaneous arrests of multiple Minor in Possession defendants at underage drinking parties, there exists the need to appoint cases outside of the defense panel by reason of co-defendant related conflicts of interest. The cases of *City of Kennewick v. Meraz-Lopez* (K12Y56 & Z295015) are two such cases. Attorney Dennis Hanson ended up being appointed on these cases for reasons of these circumstances, and he should be compensated in the amount of \$164 per case (the equivalent per-case amount paid to regular panel attorneys).

**SUMMARY**

Attorney Dennis Hanson accepted two conflict cases in Benton County District Court and he should be paid \$164 per case for a total of \$328.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No fiscal impact. No additional funding to be requested or needed.

# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY DENNIS HANSON FOR TWO BENTON COUNTY DISTRICT COURT CASES APPOINTED TO HIM IN 2012 THAT WERE CONFLICTS OF INTEREST FOR OTHER EXISTING PANEL ATTORNEYS.

WHEREAS, Benton County is legally mandated to provide indigent defense services to defendants in District Court; and

WHEREAS, Benton County has an existing panel of public defender contractors that are regularly assigned District Court criminal cases; and

WHEREAS, from time to time there exists the need to assign cases outside of this panel due to conflicts of interest; and

WHEREAS, because of the infrequency of this occurrence no provision has previously been made for a regular contractor or contractors to handle such conflict cases; and

WHEREAS, two such cases came about so far in 2012: *Kennewick v. Meraz-Lopez (2Z95015)*; and *Kennewick v. Meraz-Lopez (K12Y56)*, and the court appointed attorney Dennis Hanson to represent the defendants; and

NOW THEREFORE, BE IT RESOLVED THAT attorney Dennis Hanson be compensated in the amount of \$164 for each of these conflict cases, representing compensation on these conflict cases at the rate equivalent to that being paid the contract attorneys on the regular District Court panel, for a total of \$328.

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

**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: **May 8, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorney Elisa V. Riley ("Attorney") presently holds a public defense contract in Benton County District Court. The contract provides the attorney the ability to terminate the contract without cause with 90 days written notice. Attorney has provided such notice, stating a desire to terminate with notice effective May 1, 2012 with a final termination date of July 29, 2012. It is appropriate to terminate the contract as requested by Attorney.

**SUMMARY**

Attorney Elisa Riley has requested that her contract be terminated as provided by the provisions contained therein. The proposed resolution effectuates the termination.

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

Minor fiscal impact may be incurred by reason of transfer of cases that have not been resolved yet from Attorney to a subsequent attorney. This is unavoidable impact of departing attorneys as a result of necessary contractual provisions. No supplement needed or to be requested.

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

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

**IN THE MATTER OF TERMINATING THE DISTRICT COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY ELISA V. RILEY.**

**WHEREAS**, attorney Elisa V. Riley (“Attorney”) presently holds a public defense contract in Benton County District Court that provides her with the ability to terminate it without cause with 90 days’ notice; and

**WHEREAS**, Benton County has received written notice of Attorney’s desire to terminate her contract with a notice date of May 1, 2012 and a final termination date of July 29, 2012; and

**WHEREAS**, it is therefore appropriate to terminate the said contract as requested by Attorney;

**NOW THEREFORE, BE IT RESOLVED THAT** the District Court public defense contract with attorney Elisa V. Riley, designated as BCDC1113EVR001A be terminated, as requested by Attorney pursuant to the attached written notice, with a final effective date of July 29, 2012.

**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**

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE BENTON COUNTY RISK MANAGER TO SETTLE CLAIM CC2011-27**

**WHEREAS**, the Benton County Risk Manager has reviewed claim number CC2011-27, along with the recommendation made by the assigned adjuster and recommends settlement; and

**WHEREAS**, the Board of Benton County Commissioners concur with the recommendation of the Benton County Risk Manager; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorizes the settlement of claim CC2011-27 in the amount of \$12,000 to be paid as reimbursement to the Washington Counties Risk Pool.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/15/2012</u>	Execute Contract _____	Consent Agenda <u>  x  </u>
Subject: <u>CC2011-27</u>	Pass Resolution <u>  x  </u>	Public Hearing _____
Prepared by: <u>B.Perry</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>M.Wenner</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Claim CC2011-27 was filed against Benton County. Payment will need to be authorized by resolution. Risk Manager recommends approval of settlement for claim CC2011-27.

**SUMMARY**

Risk Manager recommends approval of settlement for claim CC2011-27.

**RECOMMENDATION**

Recommend passing resolution.

**FISCAL IMPACT**

\$12,000.

p. Contract w/The Watershed Company to Update the Benton Co. Shoreline Master Program

<p><b>AGENDA ITEM</b>  <b>MEETING DATE:</b> MAY 15, 2012  <b>SUBJECT:</b> Shoreline Master Program Contract  <b>MEMO DATE:</b> MAY 8, 2012  <b>Prepared By:</b> Michael Shuttleworth  <b>Reviewed By:</b> Susan M. Walker</p>	<p><b>TYPE OF ACTION</b>  <b>NEEDED</b>                  Execute Contract X                  Pass Resolution X                  Pass Ordinance                  Pass Motion</p>	<p>Consent Agenda X                  Public Hearing                  1st Discussion                  2nd Discussion                  Other</p>
---	---	--

**BACKGROUND INFORMATION**

To improve and protect the state shoreline areas, the Washington State Legislature passed the Shoreline Management Act in 1971(RCW 90.58) which was later adopted by referendum vote in 1972. Benton County is required by RCW 90.58.080 (2)(a)(v), to review, update, and adopt its shoreline master program in accordance with the provisions of the Shoreline Management Act (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26), on or before December, 2013. Benton County has secured grant funding from the Department of Ecology (DOE) in the amount of \$200,000 for years 1 & 2, effective July 1, 2011; with an additional \$50,000 anticipated in year 3 to be appropriated in the 2013-15 Biennium, to assist the County in completion of its Shoreline Master Program update.

Planning Staff implemented a "Request for Proposals" process, scored, and selected consultants for interviews. The interview panel comprised of County, City, and technical advisory members included: Susan Walker, Valerie Smith, Adam Fyall, Rick Simon (City of Richland), Richard Visser (U.S. Fish and Wildlife) and Mike Shuttleworth. The panel interviewed two groups of consultants to assist the County in updating its Shoreline Master Program: The Watershed Company and Parametrix/Anchor QEA. The interview panel recommended upon completion of the interview process that the County contract with the "The Watershed Company" consultant group to complete the update of the Benton County Shoreline Master Program. A contract is required between Benton County and The Watershed Company to secure professional consultant services. The proposed contract is attached.

**SUMMARY**

Benton County Planning is proposing to contract with The Watershed Company to complete the updating of the Benton County Shoreline Master Program.

**RECOMMENDATION**

It is the recommendation of the Planning Staff that the Board of County Commissioners enter into a contract with The Watershed Company for assistance and completion of the County's Shoreline Master Program update.

**FISCAL IMPACT**

The amount of the attached The Watershed Company contract is not to exceed \$191,836.00. This amount is included in the grant funding from the DOE in the amount of \$200,000 for years 1 & 2, which is effective July 1, 2011; with an additional \$50,000 anticipated in year 3 to be appropriated in the 2013-15. A supplement to the Planning Department's budget will be required for this project.

**MOTION**

The Board of County Commissioners will need to make a motion to approve the attached contract with The Watershed Company.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## **IN THE MATTER OF COUNTY PLANNING: REGARDING CONTRACTING WITH THE WATERSHED COMPANY TO UPDATE THE BENTON COUNTY SHORELINE MASTER PROGRAM.**

**WHEREAS**, Benton County is required by RCW 90.58.080 (2)(a)(v), to review, update, and adopt its shoreline master program in accordance with the provisions of the Shoreline Management Act (RCW 90.58) and the Shoreline Master Program Guidelines (WAC 173-26), on or before December, 2013; and,

**WHEREAS**, Benton County has secured grant funding from the DOE in the amount of \$200,000 for years 1 & 2, effective July 1, 2011; with an additional \$50,000 anticipated in year 3 to be appropriated in the 2013-15 Biennium, to assist the County in completion of its Shoreline Master Program update; and,

**WHEREAS**, on February 26, 2012, the Benton County Planning Department published a request for proposals from consultants to facilitate the update of the Benton County Shoreline Master Program; and,

**WHEREAS**, after reviewing the proposal submitted and interviewing consultants, the Planning Department recommended that Benton County enter into a contract with The Watershed Company to complete the County's Shoreline Master Program update.; NOW THEREFORE,

**BE IT RESOLVED**, by the Board of County Commissioners Benton County, Washington, hereby concurs with the attached service agreement between Benton County and The Watershed Company to complete the County's Shoreline Master Program update as described in the scope of work for an amount not to exceed \$191,836.00; and,

**BE IT FURTHER RESOLVED** that the term of this contract shall begin upon signature of both parties and shall expire on June 30, 2014.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest \_\_\_\_\_

Clerk of the Board  
cc: PA's Office,

MES/djh

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **THE WATERSHED COMPANY, a Washington corporation** with its principal offices at **750 Sixth Street, Kirkland WA 98033** (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, Scope of Work; and
- b. Exhibit B, Compensation.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **immediately upon execution by the parties**, and shall expire on **June 30, 2014**. 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, Scope of Work", which is attached hereto and incorporated herein by reference. CONTRACTOR is referred to as "Consultant" in Exhibit A.
- b. The CONTRACTOR agrees to provide its own labor, materials and expenses. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

<b><u>AGENDA ITEM</u></b>		<b><u>TYPE OF ACTION NEEDED</u></b>	
<b>Meeting Date:</b>	<b><u>5/15/2012</u></b>	<b>Execute Contract</b>	_____
<b>Subject:</b>	Salary Placement	<b>Pass Resolution</b>	_____
	For Prosecutor's Ofc	<b>Pass Ordinance</b>	_____
<b>Prepared by:</b>	<u>Andy Miller</u>	<b>Pass Motion</b>	_____
<b>Reviewed by:</b>	_____	<b>Other: Approve for Hearing</b>	_____
		<b>Consent Agenda</b>	<u>  <b>x</b>  </u>
		<b>Public Hearing</b>	_____
		<b>1st Discussion</b>	_____
		<b>2nd Discussion</b>	_____
		<b>Other</b>	_____

**BACKGROUND INFORMATION**

See Attached.

**SUMMARY**

See Attached.

**RECOMMENDATION**

1st Pass Salary Request

**FISCAL IMPACT**

None

**MOTION**

Move to pass Salary Request

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO LIGHTSPEED NETWORKS INC., DBA LS NETWORKS, FOR A FRANCHISE FOR FIBER OPTIC SYSTEM AND FACILITIES, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of LIGHTSPEED NETWORKS INC., DBA LS NETWORKS, who has applied for a nonexclusive franchise for a fiber optic system and facilities in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring April 30, 2022, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, LIGHTSPEED NETWORKS INC., DBA LS NETWORKS, has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 15<sup>th</sup> day of May, 2012

---

Chairman

---

Chairman Pro-Tem

---

Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Benton County Public Works:

Steve W Becken: Sue Schuetze

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

Grantor: Benton County  
Grantee: LightSpeed Networks, Inc. dba LS Networks

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )  
LIGHTSPEED NETWORKS INC., DBA LS )  
NETWORKS FOR A NONEXCLUSIVE FRANCHISE )  
TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, )  
USE, AND IF NECESSARY, REMOVE A FIBER )  
OPTICS SYSTEM AND FACILITIES WITHIN THE )  
COUNTY OF BENTON, STATE OF WASHINGTON, )  
UPON, OVER, UNDER, ALONG, AND ACROSS )  
CERTAIN COUNTY ROADS AND PUBLIC )  
HIGHWAYS, OR PARTS THEREOF, NOT WITHIN )  
THE LIMITS OF ANY INCORPORATED CITY OR )  
TOWN.

No. \_\_\_\_\_

ORDER AND AGREEMENT FOR  
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_ the petition and application of LIGHTSPEED NETWORKS INC., DBA LS NETWORKS, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove A FIBER OPTICS SYSTEM AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the

**Marilu Flores - Commissioner Meeting on May 15th**

---

**From:** Eileen Hewitt  
**To:** Marilu Flores  
**Date:** 5/7/2012 4:11 PM  
**Subject:** Commissioner Meeting on May 15th

---

Marilu,

Don Llewellyn, our Benton County Animal Sciences Regional Specialist and Steve Norberg our Franklin County Regional Forages Specialist would like to appear before the Commissioners on May 15th. Marianne Ophardt will accompany them. They each would like to speak for 5 minutes to give the Commissioners an update on their current projects and how they benefit Benton County residents.

Eileen Hewitt  
[eileen.hewitt@co.benton.wa.us](mailto:eileen.hewitt@co.benton.wa.us)

WSU Benton County Extension - Kennewick  
5600-E West Canal Drive  
Kennewick, WA 99336  
(509) 735-3551

WSU Extension programs and employment are available to all without discrimination.  
Evidence of non-compliance may be reported through your local extension office.

# Benton County



Animal Control  
Update May 15, 2012

# History

- On April 12, 2010 bids were solicited for the construction of an Animal Control Facility
- On May 24, 2010 G2 Construction was awarded the contract for construction of the Animal Control Facility
- On February 14, 2011 the animal control ordinance was approved and the Animal Control Facility was officially open to the public

# Mission Statement

- Balance the health, safety and welfare needs of people and dogs within the unincorporated areas of Benton County.
- Find a home for every dog that comes into our facility.
- This is accomplished by protecting citizens from dangers and hazards of uncontrollable dogs while promoting responsible pet ownership.

# Statistics

February 14, 2011 thru April 30, 2012

- 457 Dogs have come thru our shelter
- 242 Dogs have been adopted out
- 83 Dogs have been returned to their owner
- 63 Dogs have been transferred to rescue groups
- 7 Dogs are being fostered
- 3 Dogs are out on trial adoptions
- 24 Dogs currently reside in our shelter
  - 14 of the 24 dogs are puppies

# Community Involvement

- Safeway Adoption Event
- Farmers Market in Richland
- Benton-Franklin Fair Parade
- Safe Treat Street (Halloween Event)
- Santa Paws
- Craft Warehouse Adoption Event
- Jenny's Hope Super Adoption Event
- PetSmart Adoption Events
- Daily Buzz Coffee Shop Grand Opening
- Paws Natural Pet Emporium
- Uptown Dog Walk/Adoption Event
- Spoke at Kennewick High and Finley High Schools
- Spoke at Pasco Kiwanis Club

# Spay / Neuter Compliance

- Currently 222 of the 242 or 91.7% of the dogs that were adopted have been spayed / neutered
- 16 dogs are too young to be altered
- 4 dogs were adopted the week before

# Special Thanks

- Benton County Commissioners
- Animal Control Officers
- Volunteers
- Veterinarian Clinics (Banfield, Pet Medical Center, and Vista Vet)
- County Administrator – David Sparks
- Deputy County Administrator - Loretta Smith Kelty



Any Questions?