

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, March 27, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

**Call to Order**

**Approval of Minutes**

❖ **March 20, 2012**

**Review Agenda**

**Consent Agenda**

**Central Services**

a. Authorization to Acquire Microsoft Premier Support Services

**Clerk**

b. Approval of Expending Funds to Purchase LibertyWEB Licenses

c. Line Item Transfer, Fund No. 0000101-106, Dept. 000

**Commissioners**

d. Appointment to the Badger Mountain Irrigation District Board of Directors

e. Appointment to the Benton Irrigation District Board of Directors

**Fairgrounds**

f. Lease Amendment w/Sundowns Training Center

**GIS**

g. Intergovernmental Cooperative Agreement w/Mission Support Alliance

**Personnel**

h. Interlocal Agreement w/Washington Counties Insurance Pool

i. Amended Trust Agreement and Bylaws w/Washington Counties Insurance Fund

**Public Works**

j. Funding Authorization of the 2012 Bituminous Surface Treatment

k. Order & Agreement for Franchise for PacificCorp dba Pacific Power

l. Approval of Digital Submittal Certification for Traffic Law Enforcement 2011

m. Approval of Annual Certification for 2011

n. Approval of Certification of Road Fund Expenditures for Fish Passage Barrier Removal 2011

o. Authorization for the Purchase of Refined Petroleum Products – Bulk Diesel Fuel

9:05 AM

**Public Hearing**

**Benton** PUD Franchise – S Schuetze

**Scheduled Business:**

**Yakima** River Basin Integrated Water Resource Management Plan Discussion – Comnr. Beaver

**Executive Session:**

Pending Litigation – R Hay

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

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, March 20, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** Commissioner Shon Small (Vacation)

**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; County Engineer Malcolm Bowie; DPA Ryan Brown; Treasurer Duane Davidson; Sheriff Steve Keane; Sgt. Carlos Trevino; Clerk Josie Delvin; Jacki Lahtinen, District Court; Lexi Wingfield, Personnel Assistant; Central Services Manager Randy Reid; DPA Reid Hay; Stuart Holmes, Auditor's Office; Larry Moser, Public Works; Erhiza Rivera, Deputy Treasurer.

**Approval of Minutes**

The Minutes of March 13, 2012 were approved.

**Consent Agenda**

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

**Auditor**

- a. Interlocal Cooperative Agreement w/City of Richland for Ballot Drop Box

**Central Services**

- b. Authorization to Purchase Network Switches

**Fairgrounds**

- c. Contract w/Baisch Vegetation Management, Inc. for Spraying Services

**Personnel**

- d. Employee of the Month Award

**Prosecuting Attorney**

- e. Amendment to the Teamsters Local 839 Representing Juvenile Detention Collective Bargaining Agreement

## **Public Works**

- f. Public Hearing Authorization for Application of Lightspeed Networks Inc. Franchise
- g. Purchase Authorization for Off-The-Road Loader Tires

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

## **Historical Preservation Advisory Committee**

Duane Davidson introduced Mike Huntington, the newest member of the Historical Preservation Advisory Committee. He said Mr. Huntington was very involved in museums and had since retired and now did not have a conflict of interest. He added that Mr. Huntington was dubbed the “museum man”, was previously president of the historical cooperative and involved with the county museum and railroad museum and would bring expertise to the committee. He said he would present a resolution for the consent agenda adding Mr. Huntington to the committee, along with Tom Moak, Brenda Chilton, Fred Carol, and himself. Commissioner Bowman said that if a member was leaving the committee, a thank you letter for serving would be appropriate.

## **Gang Task Team Update**

Sheriff Steve Keane and Sgt. Carlos Trevino updated the Board on the Gang Task Team activities. Sheriff Keane said he was happy with the way the gang team was progressing; they were making arrests and talking with the community. Also, based upon recent gang crime numbers, they were seeing that solvability of crimes was going way up and it was helpful to have the crime analyst to work with the team.

Sgt. Trevino gave the following updates:

Operational update: All five team members were trained and up and running; working with neighboring jurisdictions and attending meetings with Tri-Cities and Yakima gang units. Part of the process for gathering intelligence was looking at trends and filling out gang documentation forms to share information. In January and February there were 69 new gang member forms filled out where they did not previously have information and/or was a previously documented gang member but was now back on the radar. Additionally, there were 33 gang related calls reported to the team during the last two months.

Community education update: Mobile home parks were having a big problem in Finley and they specifically addressed that (some members were now moving on and not clustering). They have talked with all mobile home park managers in the County to assist and provide information to deal with gang activity.

Suppression Highlights: 10 search warrants, 20 felony arrests, 36 misdemeanor arrests, cleared 52 outstanding arrest warrants, seized four dangerous weapons and received two gang graffiti calls (the suspects were identified and arrested and the graffiti removed). He added that graffiti was more than just malicious activity, but the gang members were sending messages and threatening each other.

Trends: East end activity had slowed down with the members moving out; tagging in Prosser addressed and not currently seeing any activity. They will continue networking with other agencies, provide home visits, and finish up with the mobile home parks. They would also be giving a presentation on gang awareness to the County Road Department (sometimes they see gang graffiti and kids hanging around in county roads).

Grants: Received grants from the Richland Police Dept. (a multi-jurisdictional grant) and Kennewick Police Dept. (another multi-jurisdictional grant) and will be using for some overtime and training. Additionally, they were awarded a BNSF grant and would be purchasing some additional equipment with that money.

### **Executive Session - Litigation Update**

The Board went into executive session at 9:29 a.m. with DPA Ryan Brown and DPA Reid Hay to discuss potential and pending litigation for approximately 30 minutes. Also present were David Sparks, Cami McKenzie, Loretta Smith Kelty, Melina Wenner, Steve Becken, Larry Moser, and Malcolm Bowie. Larry Moser, Steve Becken, and Malcolm Bowie left the executive session at 9:35 a.m. The Board came out of executive session at 9:48 a.m. Mr. Brown stated the Board discussed potential and pending litigation and took no action.

### **Unscheduled Visitors**

Melina Wenner introduced Lexi Wingfield as the new Personnel Assistant.

### **Commissioner Assignment Update**

Commissioner Bowman said he attended a three-hour meeting with the Community Roundtable group (he reports on the condition of transportation); also spent time with Mike Huntington and Duane Davidson at Kiona Printing working on recording history from a senior member of society.

Chairman Beaver reported on his attendance at the Park Board meeting, Revolving Loan Fund meeting, and Council of Government meeting.

### **Claim for Damages**

CC 2012-07: Received from Peter Vanourek on March 7, 2012.

### **Vouchers**

Check Date: 03/05/2012  
Taxes # 10112031-10112033  
Warrant #: 53261-53288  
Total all funds: \$1,918.809.04

Check Date: 03/05/2012  
Warrant #: 233733-233834  
Direct Deposit #: 71919-72518  
Total all funds: \$2,095,174.59

Check Date: 03/15/2012  
Warrant #: 233835-233854  
Direct Deposit #: 72523-72721  
Total all funds: \$110,529.73

Check Date: 03/15/2012  
Taxes #: 10112034  
Total all funds: \$33,086.30

Check Date: 03/16/2012  
Warrant #: 54014-54237  
Transfer #: 011603121  
Total all funds: \$557,886.30

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

**Resolutions**

2012-167	Interlocal Cooperative Agreement w/City of Richland for Ballot Drop Box
2012-168	Authorization to Purchase Network Switches
2012-169	Contract w/Baisch Vegetation Management, Inc. for Spraying Services
2012-170	Amendment to the Teamsters Local 839 Representing Juvenile Detention Collective Bargaining Agreement
2012-171	Public Hearing Authorization for Application of Lightspeed Networks Inc. Franchise
2012-172	Purchase Authorization for Off-The-Road Loader Tires

There being no further business before the Board, the meeting adjourned at approximately 9:55 am.

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Clerk of the Board

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Chairman

a. Authorization to Acquire  
Microsoft Premier Support Services

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 27-March-2012	Execute Contract	x
Subject: Microsoft Premier Support Services	Pass Resolution	_____
	Pass Ordinance	_____
Prepared By: J. Randall Reid	Pass Motion	_____
	Other	_____
Reviewed By: Loretta Smith Kelty	Consent Agenda	x
	Public Hearing	_____
	1 <sup>st</sup> Discussion	_____
	2 <sup>nd</sup> Discussion	_____
	Other	_____

**BACKGROUND INFORMATION**

During this first year of migration from Novell eDirectory/GroupWise to Microsoft Active Directory/Exchange, we will be taking on a very complex project that has many potentials for serious difficulty if not done correctly. Toward assuring that the migration is a success, Microsoft has proposed engaging their Premium Support Services. The level of support included in the attached agreements would provide us with a specified number of hours of the highest level of Microsoft expertise in planning, problem resolution, and knowledge transfer for the migration and the months following. It also provides a single point of contact for coordinating all technical issues including having that contact person on site at least once a month in order to stay familiar with our implementation. The agreements only commit the county to one year. At the end of that time, we would evaluate whether or not it is worthwhile to continue with the same Premier support, some lower level of Premier support, or no support beyond that included in the Enterprise Agreement.

**SUMMARY**

In order to provide consistent and high quality support for the upcoming migration to Microsoft products, the Board is asked to authorize the Chairman to approve agreements with Microsoft for one year of Premier Support Services.

**RECOMMENDATION**

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

2<sup>nd</sup>

**FISCAL IMPACT**

This would be a one-time expense (maximum of \$65,000 plus sales tax) to be considered part of the 2011-2016 Capital Improvement Plan project identified as "Microsoft Enterprise Agreement" and would be paid from the Capital Fund.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACQUIRING MICROSOFT PREMIER SUPPORT SERVICES.

WHEREAS, Benton County has begun a major project to migrate from Novell eDirectory/GroupWise to Microsoft Active Directory/Exchange; and

WHEREAS, it is in the best interests of the County to secure a high level of vendor support in order to assure the success of this project; and

WHEREAS, Microsoft has proposed their Premier Support Services as a means of providing the vendor support necessary for the County's implementation of Microsoft products; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board be authorized to sign the "Microsoft Master Services Agreement - State and Local" (Exhibit "A") and the "State and Local Government - Microsoft Premier Support Services Description" (Exhibit "B") for the services described at a cost of \$62,020 plus Washington State sales tax; and

BE IT FURTHER RESOLVED, that the total cost of these services shall not exceed \$65,000 plus Washington State sales tax; and

BE IT FURTHER RESOLVED, that the Central Services Manager be authorized to sign any additional forms or documents that may be required within the scope of the agreement.

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

R REID

EXHIBIT "A"

## Microsoft Master Services Agreement – State and Local

Microsoft Master Services Agreement Number  
Microsoft affiliate to complete

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This Microsoft Master Services Agreement is entered into between the following entities as of the effective date identified below. This agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This agreement contains terms of the relationship between you and us. If you contract for services from us under this agreement, the specific terms of those transactions will be contained in this agreement and any statement of services incorporating this agreement.

If the first statement of services entered into under this agreement is given an effective date that is earlier than the effective date of this agreement, the effective date of this agreement will be that earlier date for the purposes of that statement of services.

By signing below, each party acknowledges that it has read and understood the terms of this agreement and agrees to be bound by these terms.

<b>Customer</b>	<b>Microsoft Affiliate</b>
Name of Customer (please print) <b>Benton County, Washington</b>	Name <b>Microsoft Corporation</b>
Signature	Signature
Name of person signing (please print) James R. Beaver	Name of person signing (please print)
Title of person signing (please print) Chairman, Board of Benton County Commissioners	Title of person signing (please print)
Signature date	Signature date (may be different than Effective Date)
	Effective Date (may be different than Signature Date) <b>4/1/2012</b>

Approves as to form:   
Deputy Prosecuting Attorney

**Contact information.** Each party will notify the other in writing if any of the information in the following table changes. The \* indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

<b>Customer</b>		
Name of Customer *		Contact Name *(This person receives notices under this agreement pursuant to Section 12 (Notices)).
Benton County, Washington		Randy Reid
Street Address *		Contact Email Address *
620 Market Street		Randy.Reid@co.benton.wa.us
City *	State/Province *	Phone
Prosser	WA	509.786.5603
Country *	Postal Code *	Fax
USA	99350	
<b>Microsoft</b>		
Notices to Microsoft should be sent to (Microsoft affiliate to complete):		<b>Copies should be sent to:</b>
* Kevin Hartley Senior Attorney Microsoft Corporation 5335 Wisconsin Ave., NW Suite 600 Washington, DC 20015		Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052      USA Services Attorney (425) 936-7329 fax

b. Approval of Expending Funds to Purchase LibertyWEB Licenses

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 3-27-12	Execute Contract	_____	Consent Agenda XX
Subject: <u>LibertyWEB</u>	Pass Resolution	XX	Public Hearing _____
Prepared by: J Delvin	Pass Ordinance	_____	1st Discussion _____
Reviewed by: _____	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION**

The Benton County Clerk utilizes, Liberty, a document imaging system to preserve and make accessible archival records. We have begun allowing other department access to our documents via LibertyWEB. We need to purchase additional licenses to facilitate access to archival records by multiple county offices.

**SUMMARY**

**RECOMMENDATION**

Recommend that the resolution is passed allowing purchase of additional licenses for LibertyWEB.

**FISCAL IMPACT**

There is no fiscal impact since the funds that will be utilized for the purchase of these licenses is the Auditors O&M fund. The cost for 15 additional licenses is \$16,163.78, which includes \$1,238.78 of WSST.

**MOTION**

# RESOLUTION

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

**IN THE MATTER OF EXPENDING FUNDS FROM THE AUDITORS O&M BUDGET TO PURCHASE LIBERTYWEB LICENSES**

**WHEREAS**, the Benton County Clerk's Office has historical documents preserved by digital scanning; and

**WHEREAS**, the Benton County Clerk's Office utilizes Liberty, a document imaging system, to preserve and make accessible archival records

**WHEREAS**, the Benton County Clerk's Office has an immediate need of 15 additional licenses to facilitate access to archival records by multiple county offices; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington that the Benton County Clerk's Office purchase 15 additional licenses and support for 1 year at a total cost of \$16,163.78 (\$14,925.00 plus WSST of \$1,238.78). The funds for purchase of licenses and 1 year support will come from the Auditors O&M fund.

**BE IT FURTHER RESOLVED** that the Board of Benton County Commissioners hereby approves expending funds in the amount of \$16,163.78 (\$14,925.00 plus WSST of \$1,238.78), from the Auditor O&M fund for purchase of 15 additional licenses to access LibertyWEB.

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: Clerk, R. Ozuna, Auditor, R. Reid

## 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, CLERK'S OFFICE  
DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2012 funds shall be transferred as outlined in Exhibit "A" attached hereto.

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: Clerk, Auditor, file

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 3-27-12	Execute Contract	_____	Consent Agenda XX
Subject: <u>Line Item</u>	Pass Resolution	XX	Public Hearing _____
	Pass Ordinance	_____	1st Discussion _____
Prepared by: J Delvin	Pass Motion	_____	2nd Discussion _____
Reviewed by: _____	Other	_____	Other _____

### BACKGROUND INFORMATION

The Benton County Clerk utilizes, CHT JMS, a jury management program. There is annual support associated with each piece of the JMS program. Annual Support for JMS, IVR and IDS total approximately \$13,913 plus WSST of approximately \$1,157, per year.

CHT JMS + IVR Bundle – Annual Support - \$6,488 (plus WSST) 12-26-12 thru 12-25-13.

CHT IDS Annual Support - \$7,425 (plus WSST) 4-1-12 thru 3-31-13.

CHT – Courthouse Technologies

JMS – Jury Management System

IVR – Interactive Voice Response

IDS – Imaging and Data Capture System

### SUMMARY

I am requesting a line item transfer from 512.309.4108 (Jury Fees & Mileage) to 512.300.4103 (Professional Services). Due to the fact that budget adjustments are not being addressed at this time, we need to make this line item transfer to cover the cost of annual support, plus WSST.

### RECOMMENDATION

Recommend that the resolution is passed allowing the line item transfer.

### FISCAL IMPACT

There is no fiscal impact since the funds that will be utilized to cover the cost of annual support exist in the Jury Fees & Mileage line item. I will not be requesting a supplemental to cover costs for jury fees & mileage because sufficient funds exist in this line item to allow the transfer of these funds.

### MOTION

**EXHIBIT A**

BENTON COUNTY  
LINE ITEM TRANSFERS

**RESOLUTION No.** \_\_\_\_\_

DEPARTMENT: SUPERIOR COURT CLERK

DEPARTMENT NO.: 106

FUND NAME: CURRENT EXPENSE

FUND NO.: 0000-101

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
512.309	4108	Jury Fees & Mileage	\$15,100.00	512.300	4103	Professional Services	\$15,100.00

Prepared by: Josie Delvin

Date: March 12, 2012

Approved

Denied

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

Chairman

Chairman Pro Tem

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>03/27/12</u>	Execute Contract	_____	Consent Agenda	<b>XXX</b>
Subject:	<u>Appt Badger Mt Irrigation Dist</u>	Pass Resolution	XXX	Public Hearing	_____
Prepared by:	<u>Marilu Flores</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>LSK</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

The Commissioners' Office was notified that the Director with the Badger Mountain Irrigation District resigned his position effective December 15, 2011. The County and District solicited letters of interest and after consideration, the District recommends appointing Dan Mildon to fill the unexpired term.

**SUMMARY**

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

**RECOMMENDATION**

That the Commissioners review the attached letter from the Badger Mountain Irrigation District requesting appointment of Dan Mildon to fill the unexpired term.

**FISCAL IMPACT**

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**MOTION**

# RESOLUTION

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

**IN THE MATTER OF APPOINTMENT TO THE BADGER MOUNTAIN IRRIGATION DISTRICT BOARD OF DIRECTORS**

**WHEREAS** there is an open position for Director within the Badger Mountain Irrigation District due to a resignation; and

**WHEREAS**, requests for applications were solicited; and

**WHEREAS**, the Board of Benton County Commissioners has received a recommendation from the Badger Mountain Irrigation District for Dan Mildon to fill the open position; **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners hereby appoints Dan Mildon to fill the unexpired term for the position of Director with the Badger Mountain Irrigation District, said term expiring on December 31, 2013.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>03/27/12</u>	Execute Contract	_____	Consent Agenda	XXX
Subject:	<u>Appt Benton Irrigation Dist</u>	Pass Resolution	XXX	Public Hearing	_____
Prepared by:	<u>Marilu Flores</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>LSK</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

The Commissioners' Office was notified that a Director within the Benton Irrigation District resigned his position. The County solicited letters of interest. One application was received and after consideration, the District recommends appointing Donald Reddout to fill the unexpired term.

**SUMMARY**

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

**RECOMMENDATION**

That the Commissioners review the attached letter from the Benton Irrigation District requesting appointment of Donald Reddout to fill the unexpired term.

**FISCAL IMPACT**

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**MOTION**

# RESOLUTION

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

**IN THE MATTER OF APPOINTMENT TO THE BENTON IRRIGATION DISTRICT BOARD OF DIRECTORS**

**WHEREAS** there is an open position for Director due to a resignation within the Benton Irrigation District Board of Directors; and

**WHEREAS**, requests for applications were solicited; and

**WHEREAS**, the Board of Benton County Commissioners has received an application as well as a recommendation from the Benton Irrigation District for Donald Reddout to fill the open position; **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners hereby appoints Donald Reddout to fill the unexpired term for the position of Director with the Benton Irrigation District, said term expiring on December 31, 2012.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/27/12</u>	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Sundowns Training Center Amendment	Pass Resolution <u>  X  </u>	Public Hearing _____
Prepared by: Keith Mercer	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>  Isk  </u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND / SUMMARY INFORMATION**

Per Resolution 10-697 the parties entered into a Lease Agreement for the purposes of allowing Sundowns Training Center to operate an equine training center and hold future horse racing meets. Per Resolution 11-332 First Lease Amendment, Sundowns Training Center is allowed to subcontract with entities to promote, organize, and run an Event or Events. Per Resolution 2012-045 Second Lease Amendment, the Sundown Facility was removed and Building 12 was added to the non-exclusive use. However, the Sundown Facility should not have been removed from the lease agreement completely, but should have been changed from exclusive use to non-exclusive use.

A Third Lease Agreement has been prepared that adds the Sundown Facility back into the lease agreement as non-exclusive use from March 31, 2012 thru May 7, 2012. Should Sundowns Training Center wish to utilize the Sundowns Facility in 2013, they will provide Benton County with the dates in writing no later than March 1, 2013. Sundowns Training Center will also be responsible for all utility bills and will be required to put a \$1,500 damage/cleaning deposit, which is refundable after the event is over as long as the facility is returned in the same condition as they received it.

**RECOMMENDATION**

Approve the Third Lease Agreement

**FISCAL IMPACT**

N/A

**MOTION**

Move that the Third Lease Agreement with Sundowns Training Center be approved.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE THIRD LEASE AMENDMENT BETWEEN BENTON COUNTY AND SUNDOWNS TRAINING CENTER AND AMENDING THE LEASE AGREEMENT APPROVED BY RESOLUTION 10-697, 11-332, AND 2012-045

**WHEREAS**, per Resolution 10-697 the parties entered into a Lease Agreement for the purposes of allowing Sundowns Training Center to operate an equine training center and hold future horse racing meets; and

**WHEREAS**, per Resolution 11-332 First Lease Amendment, Sundowns Training Center is allowed to subcontract with entities to promote, organize, and run an Event or Events as defined authorized by the parties' Lease Agreement and the First Lease Amendment; and

**WHEREAS**, per Resolution 2012-045 Second Lease Amendment, the Sundown Facility was removed and Building 12 was added to the non-exclusive use; and

**WHEREAS**, the Sundown Facility should not have been removed from the lease agreement completely, but should have been changed from exclusive use to non-exclusive use; and

**WHEREAS**, the parties mutually desire to amend the Lease Agreement to add the Sundown Facility back into the lease agreement as non-exclusive use; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman of the Board to sign the attached Third Lease Amendment; and

**BE IT FURTHER RESOLVED**, the Lease Agreement approved by Resolution 10-697, 11-332, and 2012-045 is hereby amended.

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

## **THIRD LEASE AMENDMENT**

**THIS THIRD LEASE AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Benton County, Washington hereinafter called "LESSOR" and Sundowns Training Center hereinafter called "LESSEE".

**WHEREAS**, per Resolution 10-697, 11-332, and 2012-045, the parties entered into a Lease Agreement for the purposes of allowing LESSEE to operate an equine training center and hold future horse racing meets; and

**WHEREAS**, LESSEE wishes to subcontract with entities to promote, organize, and run an Event or Events as defined and authorized by the parties' Lease Agreement, First Lease Amendment, Second Lease Amendment, and this Third Lease Amendment; and

**WHEREAS**, LESSEE wishes to lease the Sundowns facility building March 31, 2012 thru May 7, 2012 in order to hold horse racing meets in 2012; and

**WHEREAS**, the parties mutually desire to amend the Lease Agreement;

**NOW, THEREFORE**, in consideration of the payments, provisions, and agreements set forth in the Lease Agreement, the parties agree that the Lease Agreement is amended as follows:

**1. The following shall be added to Section 2. FACILITIES LEASED FOR THE EVENTS:**

LESSEE agrees to lease all covered grandstands and seating appurtenant to the racetrack facility building called "Sundowns" with the exception of a meeting room located on the second floor hereinafter called "SUNDOWNS" (see EXHIBIT C) from March 31, 2012 to May 7, 2012. Should LESSEE wish to lease SUNDOWNS in 2013, LESSEE shall provide LESSOR with said dates in writing no later than March 1, 2013.

**2. The following shall be added to Section 5. UTILITIES/GARBAGE/PERSONAL PROPERTY:**

LESSEE agrees to reimburse LESSOR for all utility (water and electrical), waste, and phone charges incurred for leasing the SUNDOWNS as referenced in Section 2. The LESSOR will invoice the LESSEE for these charges by the 15<sup>th</sup> of each month. LESSEE shall pay the invoice within three weeks of receipt of said invoice.

LESSEE agrees to remove all personal property and garbage from SUNDOWNS, referenced in Section 2, no later than 24 hours after use of the SUNDOWNS facility. Failure to remove such items will result in removal by LESSOR, with the cost thereof charged to the LESSEE. LESSEE is responsible for all service and dumping fees. LESSOR agrees to furnish and empty the garbage bins regularly located at the facilities. LESSOR will invoice LESSEE within 30 days of the end of each EVENT for any costs incurred by LESSOR in removing LESSEE's property after such EVENT. LESSEE shall pay any such invoice within three weeks of receipt of the same.

**3. The following shall be added to Section 12. DAMAGE/CLEANING DEPOSIT**

LESSEE shall pay a damage/cleaning deposit in the amount of \$1,500.00 each year for the use of SUNDOWNS as detailed in Section 2. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any

other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

**4. All other terms and conditions of the parties' Lease Agreement shall remain in full force and effect.**

[This section intentionally left blank]

THE UNDERSIGNED HEREBY CERTIFY THAT THIS THIRD LEASE AMENDMENT WAS MUTUALLY NEGOTIATED AND IS EFFECTIVE ON THE LAST DATE SIGNED.

We, Malon Cowgill, Jack Dacyk, Robert Lawrence, and Luke Warren, Directors have read and fully understand this First Lease Amendment. We hereby certify that we have the authority to bind Sundowns Training Center to the terms and conditions set forth herein. In the event we do not have the authority, we acknowledge and agree that we shall be personally liable for any payments due under the First, Second, and Third Lease Amendments and the original Lease Agreement and for any breach that occurs, we agree to abide by the conditions set forth in the First, Second, and Third Lease Amendments and the original Lease Agreement and assume the responsibility for enforcing these policies.

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

Date: 3-19-12

**Benton County**

**Sundowns Training Center**

\_\_\_\_\_  
Chairman

  
Signature

Approved as to Form

\_\_\_\_\_  
Signature

  
Ryan Lukson, Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3-27-12</u>	Execute Contract	<u>  X  </u>
Subject: <u>Agreement with MSA</u>	Pass Resolution	<u>  X  </u>
Prepared by: <u>M. Phillips</u>	Pass Ordinance	_____
Reviewed by:	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>  X  </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

**BACKGROUND / SUMMARY INFORMATION**

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

Per the terms of this Intergovernmental Cooperation Agreement, Mission Support Alliance (MSA), a subcontractor for the Department of Energy (DOE), shall reimburse Benton County for the cost of the 12-inch or better pixel resolution color digital orthophotography within the Hanford Federal Reservation in the amount not to exceed a sum of Ten Thousand Five Hundred dollars (\$10,500).

**RECOMMENDATION**

Pass the resolution.

**FISCAL IMPACT**

Project expenses up to \$10,500.00 plus WSST, if applicable, to be reimbursed by MSA back to Current Expense (0000-101). No supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH MISSION SUPPORT ALLIANCE (MSA), A SUBCONTRACTOR FOR THE DEPARTMENT OF ENERGY (DOE), FOR COLOR DIGITAL ORTHOPHOTOGRAPHY FOR 2012 FOR THE AREA WITHIN THE HANFORD FEDERAL RESERVATION.

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

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

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

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

**WHEREAS**, MSA has requested that Benton County provide and deliver to them 12-inch or better pixel resolution ortho-imagery within the Hanford Federal Reservation; and

**WHEREAS**, MSA has agreed to pay Benton County the amount of the cost of the delivery of the 12-inch or better pixel resolution ortho-imagery within the Hanford Federal Reservation, in an amount not to exceed a sum of Ten Thousand Five Hundred dollars (\$10,500); **NOW, THEREFORE**

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

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT** is between Benton County, a political subdivision of the State of Washington, and Mission Support Alliance (MSA), a subcontractor for the Department of Energy (DOE).

### WITNESSETH:

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

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

**WHEREAS**, this project will benefit both, because the COUNTY has a need to update its ortho-imagery of the County in 2012, and MSA has a need to update its ortho-imagery of the County and areas within the Hanford site boundary in 2012; and

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

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

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

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

**WHEREAS**, the COUNTY is willing to include, as part of the contract to be entered with AEROQUEST OPTIMAL, INC., all provisions necessary to deliver ortho-imagery of the areas lying within the Hanford site boundary to be at the requested 12-inch or better pixel resolution; and

**WHEREAS**, MSA has agreed to pay the COUNTY the amount of the cost of the delivery of ortho-imagery with 12-inch or better pixel resolution; and

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

1. The COUNTY shall provide all data and resources necessary for AEROQUEST OPTIMAL, INC., to complete the work as outlined in the personal services contract to be entered with AEROQUEST OPTIMAL, INC., for the purpose of undertaking and completing an aerial photography and orthophoto mapping project of Benton County.
2. The COUNTY shall provide all preliminary data received from AEROQUEST OPTIMAL, INC., to MSA for their review and comment.
3. The COUNTY shall deliver to MSA a copy of all project deliverables across the entire extent of the project area, including both project documentation and project data, as described in the personal services contract to be entered with AEROQUEST OPTIMAL, INC.
4. MSA shall reimburse the COUNTY in the amount of the cost of the delivery of ortho-imagery with 12-inch or better pixel resolution for the area described in Exhibit A (Attached). The amount to be reimbursed by MSA to the COUNTY shall not exceed a sum of Ten Thousand Five Hundred dollars (\$10,500).
5. The COUNTY shall submit an invoice to MSA for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data.

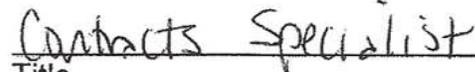
BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

MISSION SUPPORT ALLIANCE (MSA)  
HANFORD, WASHINGTON

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

  
\_\_\_\_\_  
MSA Representative

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

  
\_\_\_\_\_  
Title

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

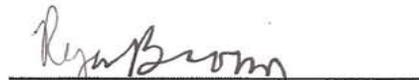
Date: 3/14/2012

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

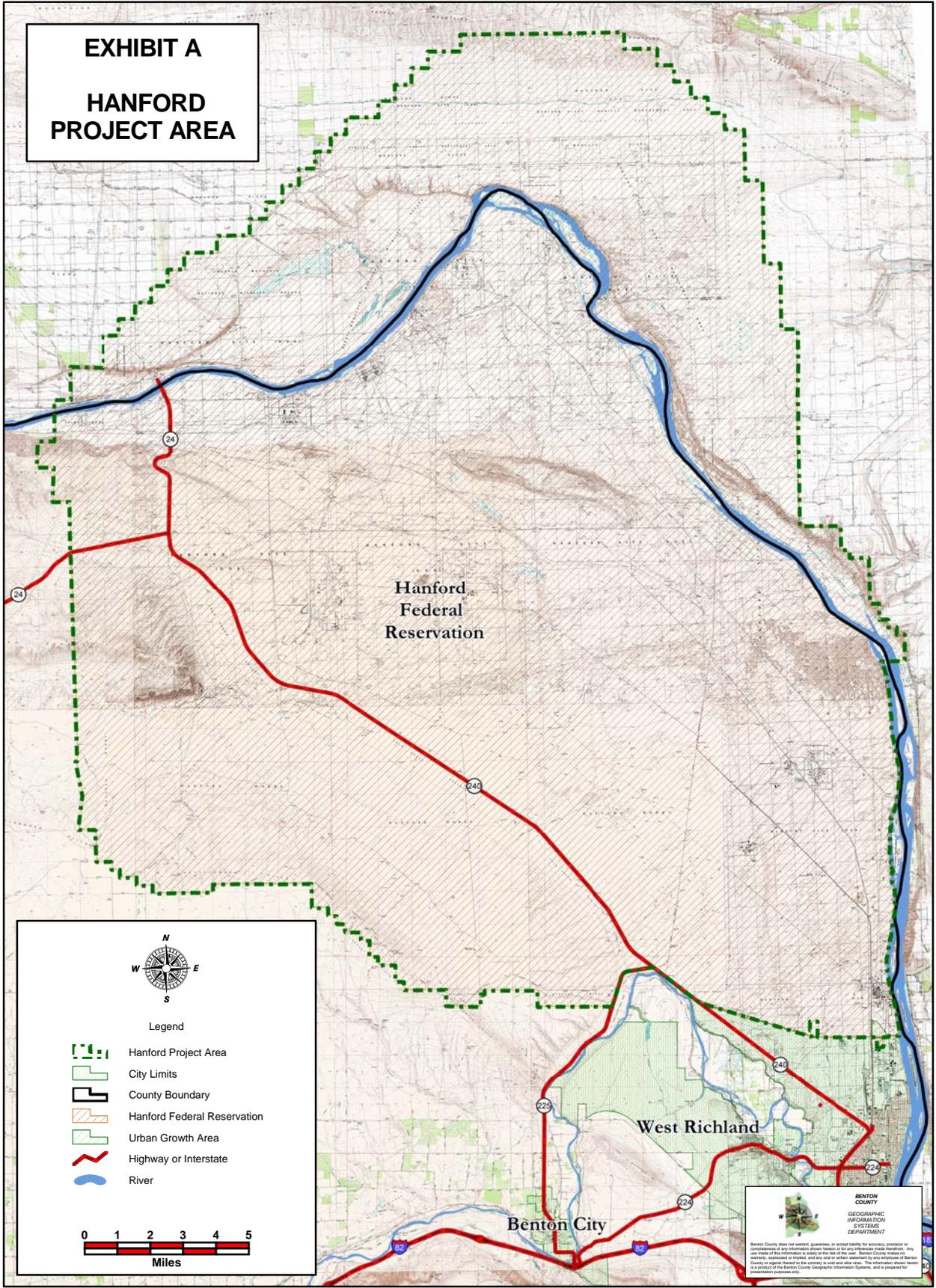
ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**HANFORD PROJECT AREA**



Hanford  
Federal  
Reservation

West Richland

Benton City

**Legend**

- Hanford Project Area
- City Limits
- County Boundary
- Hanford Federal Reservation
- Urban Growth Area
- Highway or Interstate
- River

0 1 2 3 4 5  
Miles

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

Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown herein or for any information made available. Any use made of this information is solely at the risk of the user. Benton County retains all copyright, registered or unregistered, and/or other intellectual property rights in the information of Benton County's Geographic Information System. The information shown herein is a product of the Benton County Geographic Information System, and is prepared for presentation purposes only.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> 3/27/2012 <b>Subject:</b> WCIP Interlocal Agreement <b>Prepared by:</b> M. Wenner	Execute Contract Pass Resolution	X	<b>Consent Agenda</b> X <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

WCIP Board of Directors voted to discontinue the self-insured medical program effective December 31, 2010. Effective January 1, 2011, the self-insured medical program was replaced with a fully-insured medical program through the WCIF. WCIP continues to offer a self-insured vision program, which is Benton County's vision plan offered to our benefited employees.

As a result of the discontinuance of the WCIP self-insured medical plan, the Bylaws, Underwriting Guidelines, and Interlocal Agreement had to be revised to reflect this change. On November 10, 2011, the WCIP Board approved the changes effective January 1, 2012. WCIP has requested Benton County sign the revised Interlocal Agreement.

Please see attached documents.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Recommend the Board of Benton County Commissioners sign the Interlocal Agreement to include Amendments No. 1 and No. 2.

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE WASHINGTON COUNTIES INSURANCE POOL INTERLOCAL AGREEMENT**

**WHEREAS**, November 4, 2010, the Washington Counties Insurance Pool (WCIP) Board voted to discontinue the self-insured medical program effective December 31, 2010; and

**WHEREAS**, effective January 1, 2011, the self-insured medical program was replaced with a fully-insured medical program offered by Premera through the Washington Counties Insurance Fund (WCIF); and

**WHEREAS**, WCIP continues to offer a self-insured vision program; however, the discontinuance of the medical program necessitated changes in the Bylaws, Underwriting Guidelines, and Interlocal Agreement; and

**WHEREAS**, on November 10, 2011, the WCIP Board approved changes to the Bylaws and Underwriting Guidelines effective January 1, 2012; and

**WHEREAS**, on December 10, 2011, WCIP mailed red-lined copies of the changes to the Bylaws and Underwriting Guidelines and a clean copy for Benton County's records; and

**WHEREAS**, WCIP also included the Interlocal Agreement, which included Amendments No. 1 and No. 2; and

**WHEREAS**, Amendment No. 2 of the Interlocal Agreement required approval by 60% of the Participating Employers and was approved; **NOW, THEREFORE**

**BE IT FURTHER RESOLVED**, that the Board of Benton County Commissioners sign the Interlocal Agreement with Amendments No. 1 & No. 2 to WCIP, which took effect January 1, 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

## WASHINGTON COUNTIES INSURANCE POOL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and among the counties and local governments organized and existing under the Constitution and laws of the State of Washington which are parties signatory to this Agreement:

### RECITALS

WHEREAS, counties and local governments in the State of Washington have experienced a trend of increasing insurance premiums for the renewal of their health and welfare benefit programs; and

WHEREAS, Chapter 48.62 RCW grants counties and local governments maximum flexibility to enter into agreements with each other to provide joint programs, which include programs of joint purchasing of insurance or reinsurance, joint self-insuring, and joint contracting for or hiring of personnel to provide risk management, claims, and administrative services; and

WHEREAS, Chapter 39.34 RCW permits counties and local governments to make the most efficient use of their powers by enabling them to cooperate with other counties and local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each of the members desires to join together with the other members for the purpose of funding self-insured health and welfare benefit risks and jointly purchasing insurance, reinsurance, and administrative services; and

WHEREAS, it appears economically feasible and practical for the members to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and agreements contained herein, the members agree as follows:

### Article 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- (a) "Pool" shall mean the Washington Counties Insurance Pool created by this Agreement by the member employers.
- (b) "Health and welfare benefits" shall mean a plan or program established by

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 3/27/2012 <b>Subject:</b> WCIF Trust Agreement & Bylaws <b>Prepared by:</b> M. Wenner	Execute Contract Pass Resolution           X Pass Ordinance Pass Motion Other	<b>Consent Agenda</b> X <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

On November 10, 2011, WCIF Board of Trustees voted to approve changes to the WCIF Trust Agreement and Bylaws, effective January 1, 2012. The revisions were approved and WCIF is requesting Benton County sign the WCIF Trust Agreement and Bylaws.

Please see attached documents.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Recommend the Chairman of the Board of Benton County Commissioners sign the WCIF Trust Agreement and Bylaws.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE WASHINGTON COUNTIES INSURANCE FUND TRUST AGREEMENT AND BYLAWS

**WHEREAS**, on November 10, 2011, the Washington Counties Insurance Fund (WCIF) Board of Trustees approved changes to the Trust Agreement and Bylaws, effective January 1, 2012; and

**WHEREAS**, on December 6, 2011, WCIF mailed two copies of the Agreement, the first a red lined copy showing the changes and a final clean copy; and

**WHEREAS**, in accordance with Section 6.1 of the WCIF Trust Agreement and Bylaws, these revisions become effective the later of the effective date of the amendment, January 1, 2012, or 30 days after the transmittal of a copy of the amendment by certified or registered mail, provided that participating employers representing more than 50% of the covered employees do not dissent within such 30 day period; and

**WHEREAS**, WCIF did not receive dissent notices from more than 50% of the participating employers and as a result, the revisions are approved with an effective date of January 1, 2012; and

**WHEREAS**, although it is not required to approve the amendments, WCIF is requesting participating employers to sign a copy of the WCIF Trust Agreement and Bylaws for WCIF's records; and

**WHEREAS**, the WCIF Governance Documents are posted on the WCIF website at [www.wcif.net](http://www.wcif.net);  
**NOW, THEREFORE**

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners sign the WCIF Trust Agreement and Bylaws, which took effect January 1, 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

**WASHINGTON COUNTIES INSURANCE FUND  
TRUST AGREEMENT AND BYLAWS  
January 1, 2012**

THE WASHINGTON COUNTIES INSURANCE FUND TRUST AGREEMENT AND BYLAWS ("AGREEMENT") is made and entered into effective as of January 1, 2006, and amended January 1, 2012, by and among the Trustees of the Washington Counties Insurance Fund (hereinafter referred to as the "Trust") and the Trust's Participating Employers (defined below).

**RECITALS**

WHEREAS, the Trustees have established plans for the payment of medical, dental, basic life with double indemnity accidental death and dismemberment, dependent basic life, vision, voluntary term life, voluntary accidental death and dismemberment, group base long term disability, voluntary buy up long term disability and voluntary short term disability, long term care, employee assistance benefits, fully insured Medicare supplement plan with Part D compliant prescription program, and other similar benefits to the eligible employees of Participating Employers and, if so provided, to the dependents of eligible employees ("Plans").

WHEREAS, this Trust was originally adopted and effective January 1, 1959 for the collection and investment of contributions, insurance contract refunds and for the payment of benefits and expenses of Plans and any other similar plans adopted from time to time by the Trustees. For this purpose, the Trustees will accept contributions from the Participating Employers and the Participating Employer's eligible employees, establish the reserves they from time to time determine are necessary for the proper funding and administration of the Plans.

WHEREAS, the Agreement of January 1, 1959 was fully restated on November 7, 1985 with the consent of all Trustees. All current Participating Employers were notified of this amendment pursuant to paragraph 5(a) of the prior Agreement.

WHEREAS, the restated Agreement of November 7, 1985 was further amended on August 13, 1987 with the consent of all Trustees. All Participating Employers were notified of this amendment pursuant to paragraph 5(a) of the prior Agreement.

WHEREAS, the amended Agreement of August 13, 1987 was fully amended and restated on January 1, 2003 with the consent of all Trustees. All current Participating Employers were notified of this amendment pursuant to paragraph 20(a) of the prior Agreement.

WHEREAS, the restated Agreement of January 1, 2003 was fully amended and restated effective January 1, 2006 with the consent of all Trustees. All Participating Employers were notified of the amendment pursuant to paragraph 20(a) of the prior Agreement.

j. Funding Authorization of the 2012 Bituminous Surface Treatment

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

County Engineer Project No. 1952 PRES  
 Arterial                  Access           

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
 IN THE MATTER OF COUNTY ROADS, RE: BITUMINOUS SURFACE TREATMENT 2012

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, That it is their intention to improve County roads by application of Bituminous Surface Treatment according to the contract executed March 13, 2012 to Columbia Asphalt & Gravel, Inc., Yakima, Washiington.

Length of Project: \_\_\_\_\_ miles; Width of Roadbed: varies ft.; Surface: varies ft.; Pavement: varies ft.  
 Type and depth of surfacing: Bituminous Surface Treatment  
 Bridge       Irrigation Crossings : Length \_\_\_\_\_ ft.; Width \_\_\_\_\_ ft.  
 Estimated date of beginning: May 1, 2012;      Estimated date of completion: August 31, 2012

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

	County Road Fund	Reimbursable City of Prosser	Total
Road Preserv.			\$0.00
Mat. from Stkple	120,000.00		\$120,000.00
Day Labor			\$0.00
Contract	1,248,487.34	130,680.86	\$1,379,168.20
Const. Engr.	38,508.66	6,323.14	\$44,831.80
Contingencies	35,000.00	5,000.00	\$40,000.00
Total	1,441,996.00	142,004.00	0.00      \$1,584,000.00

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

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

ADOPTED this 27th day of March, 2012.

\_\_\_\_\_  
Chairman

(SEAL)

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

Attest:

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

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

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO PACIFICCORP DBA PACIFIC POWER, FOR A FRANCHISE FOR ELECTRICAL DISTRIBUTION AND TRANSMISSION SYSTEMS AND FACILITIES, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of PACIFICCORP DBA PACIFIC POWER, who has applied for a nonexclusive franchise for an electrical distribution and transmission 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 February 28, 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, PACIFICCORP DBA PACIFIC POWER 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 27<sup>th</sup> day of March, 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: Pacific Power

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )  
PACIFIC POWER FOR A NONEXCLUSIVE )  
FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, )  
OPERATE, USE, AND IF NECESSARY, REMOVE )  
ELECTRICAL DISTRIBUTION AND TRANSMISSION )  
SYSTEMS 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 PACIFIC POWER, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove ELECTRICAL DISTRIBUTION AND TRANSMISSION SYSTEMS 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

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: CERTIFICATION OF ROAD  
FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT 2011

WHEREAS, in accordance with RCW 36.79.140, the County Road  
Administration Board (CRAB) must annually ascertain that County  
Road fund revenue is expended only for legitimate road fund  
purposes, including traffic law enforcement; and

WHEREAS, CRAB has requested that Benton County complete a  
Certification of Road Fund Expenditures for Traffic Law  
Enforcement for 2011; and

WHEREAS, Certification of Road Fund Expenditures for Traffic Law  
Enforcement for 2011 will be submitted digitally; and

WHEREAS, the Benton County Sheriff and the Benton County Auditor  
have signed the digital submittal certification for said  
Certification as required by CRAB; NOW, THEREFORE,

BE IT RESOLVED that the Chairman be authorized to sign the  
Digital Submittal Certification for Traffic Law Enforcement for  
2011 on behalf of Benton County.

Dated this 27th day of March, 2012.

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

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

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

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

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

MJB:LJM:slc  
M. Bowie

**STATE OF WASHINGTON  
COUNTY ROAD ADMINISTRATION BOARD**

**RURAL ARTERIAL PROGRAM  
CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT**

WAC 136-150-022

Submitting County: Benton

Budget Year: 2011

**Total Road Levy:**

Valuation:	\$ 3,027,078,081.00
Levy Rate (\$/Thousand):	1.8236438800
Revenue Produced (Computed):	\$ 5,520,312.42
Actual Revenue Produced:	\$ 4,925,819.55

**Traffic Law Enforcement Paid by Road Levy Diversion:**

Diverted Levy Rate (\$/Thousand):	0.0896250000
Revenue Produced (Computed):	\$ 494,757.00
Actual Revenue Produced:	\$ 484,907.46

**AND/OR**

**Traffic Law Enforcement Paid by Road Fund Expenditures:**

Budgeted Operating Transfer Amount:	\$
Actual Amount Transferred From Road Fund:	\$
<b><u>AND/OR</u></b>	
Budgeted Cost Reimbursement Amount	\$
Actual Reimb Amt Paid From Road Fund for Services	\$

**Total Road Portion Traffic Law Enforcement Expenditures:** \$ 484,907.46

**Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):** \$ 452,749.59

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

**This form must be reviewed and certified (on the "Engineer's Certification Form") by:**

**County Sheriff  
County Auditor  
County Executive**

Due Date: April 1, 2012

**DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD  
REPORTS FOR 2011**

County # \_\_\_\_\_ County Name \_\_\_\_\_  
 Required Submittal Date: **April 1, 2012**

**The County Engineer checks each box, confirming the forms have been certified by the listed signatures and submitted to and accepted by the County Road Administration Board, then sends this completed form to CRAB via regular mail.**

\*\*\*\*\*

**Traffic Law Enforcement Certification 2011**

(Engineer Check)

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136

_____	_____
<b>County Sheriff</b>	<b>Date</b>
_____	_____
<b>County Auditor</b>	<b>Date</b>
_____	_____
<b>Chair / Executive</b>	<b>Date</b>

\*\*\*\*\*

**Fish Passage Barrier Removal Certification 2011**

(Engineer Check)

**Annual Certification 2011**

(Engineer Check)

I hereby certify that the Fish Passage Barrier Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
<b>Chair / Executive:</b>	<b>Date</b>
_____	_____
<b>County Engineer:</b>	<b>Date</b>

\*\*\*\*\*

**Annual Construction Report for 2011**

(Engineer Check)

**County Arterial Preservation Report for 2011**

(Engineer Check)

**Maintenance Management Cert. for 2011**

(Engineer Check)

I hereby certify that the Annual Construction Report, CAPP Report, and Maintenance Management Certification are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
<b>County Engineer:</b>	<b>Date</b>

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: APPROVAL OF ANNUAL CERTIFICATION FOR 2011

WHEREAS, as required by WAC 136-04, the Annual Certification for Calendar Year 2011 has been prepared; and

WHEREAS, the Annual Certification for 2011 will be submitted digitally; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Annual Certification for Calendar Year 2011 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Annual Certification for 2011 on behalf of Benton County.

Dated this 27th day of March, 2012.

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

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

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

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

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

MJB:LJM:slc  
M. Bowie

**ANNUAL CERTIFICATION FOR CALENDAR YEAR 2011**  
(WAC 136-04)

**MANAGEMENT AND ADMINISTRATION** (If the answer to any question except "B" is No, please attach an explanation.)

- A. During 2011 the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030.  Yes  No
- B. At any time during 2011 was there a vacancy in the position of county Engineer?  Yes  No  
If so, were the procedures in WAC 136-12 followed?  Yes  No
- C. The processing of County Road Accident Reports during 2011 complied with WAC 136-28.  Yes  No  
Number of reports processed:
- D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in 2011 per WAC 136-14-020.  Yes  No
- E. As of December 31, 2011 the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

<u>POLICY</u>	<u>WAC</u>	<u>DATE OF CURRENT VERSION</u>
Re: Organization	136-50-051	1-May-09
Re: Personnel Practices	136-50-052	3-Jan-11
Re: Complaint Handling	136-50-053	9-Nov-70
Re: Work for Others	136-50-054	6-Sep-83
Re: Utility Accommodation	136-50-055	31-Jul-72
Re: Priority Programming	136-14-030	7-Mar-73

F. The following were submitted to CRAB in a timely manner:

<u>DOCUMENT</u>	<u>WAC</u>	<u>DUE DATE</u>	<u>DATE OF ADOPTION/ PREPARATION</u>	<u>DATE SENT TO CRAB</u>
'11 Six-Year Program	136-15-050	31-Dec -10	1-Nov-11	16-Dec-11
'11 Annual Construction Program	136-16-040	31-Dec -10	22-Nov-11	16-Dec-11
'11 CAPP Program	136-300-060	31-Dec -10	7-Oct-11	16-Dec-11
'11 Road Fund Budget		31-Dec -10	22-Nov-11	16-Dec-11
'11 Maint Mgmt Wrk Pln & Budget	136-11-040	31-Dec -10	16-Dec-11	16-Dec-11
'11 Road Levy Certification	136-150-021	01-Feb -11	31-Jan-11	1-Feb-11
'10 Certification of Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-Apr -11	28-Mar-11	29-Mar-11
'10 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-Apr -11	28-Mar-11	29-Mar-11
'10 Annual Construction Report	136-16-050	01-Apr -11	21-Mar-11	29-Mar-11
'10 CAPP Report	136-300-090	01-Apr -11	11-Mar-11	29-Mar-11
'10 Maint Mgmt Certification	136-11-050	01-Apr -11	21-Mar-11	29-Mar-11
'10 Annual Certification	136-04-030	01-Apr -11	28-Mar-11	29-Mar-11
'10 Road Log Update	136-60-030	01-May -11	27-Apr-11	27-Apr-11
'11 PMS Certification for CAPA Eligibility.	136-70-070	31-Dec -11	15-Dec-11	16-Dec-11

**OPERATIONS**

- G. Projects to which construction expenditures were charged were all on the 2011 Annual Program. (If answer is No, please attach a brief explanation.)  Yes  No
- H. The County's construction by county forces limit for 2011 computed in accordance with RCW 36.77.065: \$ 1,787,261.00
- I. The actual expenditure for construction by county forces as reported in the 2011 Annual Const. Report: \$ 13,943.00
- J. A written report of bridge inspection findings was furnished to the legislative authority on as required by WAC 136-20-060. (Please attach a copy) # of Bridges: November 01, , 2011  
53

EMAIL WITH ATTACHMENTS TO THE COUNTY ROAD  
ADMINISTRATION BOARD NO LATER THAN APRIL 1, 2012  
**Must be followed by signed "County Certification" form via regular mail**

**DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD  
REPORTS FOR 2011**

County # \_\_\_\_\_ County Name \_\_\_\_\_  
 Required Submittal Date: **April 1, 2012**

**The County Engineer checks each box, confirming the forms have been certified by the listed signatures and submitted to and accepted by the County Road Administration Board, then sends this completed form to CRAB via regular mail.**

\*\*\*\*\*

**Traffic Law Enforcement Certification 2011**  
 (Engineer Check)

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136

_____	_____
<b>County Sheriff</b>	<b>Date</b>
_____	_____
<b>County Auditor</b>	<b>Date</b>
_____	_____
<b>Chair / Executive</b>	<b>Date</b>

\*\*\*\*\*

**Fish Passage Barrier Removal Certification 2011**  
 (Engineer Check)

**Annual Certification 2011**  
 (Engineer Check)

I hereby certify that the Fish Passage Barrier Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
<b>Chair / Executive:</b>	<b>Date</b>
_____	_____
<b>County Engineer:</b>	<b>Date</b>

\*\*\*\*\*

**Annual Construction Report for 2011**  
 (Engineer Check)

**County Arterial Preservation Report for 2011**  
 (Engineer Check)

**Maintenance Management Cert. for 2011**  
 (Engineer Check)

I hereby certify that the Annual Construction Report, CAPP Report, and Maintenance Management Certification are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
<b>County Engineer:</b>	<b>Date</b>

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: CERTIFICATION OF ROAD FUND EXPENDITURES FOR FISH PASSAGE BARRIER REMOVAL 2011

WHEREAS, in accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including removal of barriers to fish passage; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2011; and

WHEREAS, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2011 will be submitted digitally; and

WHEREAS, the County Engineer has prepared the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2011; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2011 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2011 on behalf of Benton County.

Dated this 27th day of March, 2012.

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

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

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

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

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

**WASHINGTON STATE  
COUNTY ROAD ADMINISTRATION BOARD  
Certification of Road Fund Expenditures for Fish Passage Barrier Removal**

Submitting County: BENTON

Budget Year: 2011

WAC 136-150-023

Due Date: April 1, 2012

**Fish Passage Barrier Removal Projects:**

		Cost for Work Outside of County Right-of-Way:	% of Total Cost:
1 <u>Project Name:</u>	<u>Total Cost:</u>		
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____
7 _____	_____	_____	_____
8 _____	_____	_____	_____

*Attach additional sheets if more space is needed.*

**Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way**

Total Annual Road Construction Budget		\$ <u>6,008,000.00</u>
		X <u>0.005</u>
1/2 % of Total Annual Road Construction (Limit of "Outside of Right of Way" expense.)	=	\$ <u>30,040.00</u>
Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way		<u>\$0.00</u>

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

**DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD  
REPORTS FOR 2011**

County # \_\_\_\_\_ County Name \_\_\_\_\_  
 Required Submittal Date: **April 1, 2012**

**The County Engineer checks each box, confirming the forms have been certified by the listed signatures and submitted to and accepted by the County Road Administration Board, then sends this completed form to CRAB via regular mail.**

\*\*\*\*\*

**Traffic Law Enforcement Certification 2011**

(Engineer Check)

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136

_____	_____
<b>County Sheriff</b>	<b>Date</b>
_____	_____
<b>County Auditor</b>	<b>Date</b>
_____	_____
<b>Chair / Executive</b>	<b>Date</b>

\*\*\*\*\*

**Fish Passage Barrier Removal Certification 2011**

(Engineer Check)

**Annual Certification 2011**

(Engineer Check)

I hereby certify that the Fish Passage Barrier Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
<b>Chair / Executive:</b>	<b>Date</b>
_____	_____
<b>County Engineer:</b>	<b>Date</b>

\*\*\*\*\*

**Annual Construction Report for 2011**

(Engineer Check)

**County Arterial Preservation Report for 2011**

(Engineer Check)

**Maintenance Management Cert. for 2011**

(Engineer Check)

I hereby certify that the Annual Construction Report, CAPP Report, and Maintenance Management Certification are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

_____	_____
<b>County Engineer:</b>	<b>Date</b>

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 27, 2012</u>	Execute Agreement _____	Consent Agenda _____ <b>X</b>
Subject: <u>Petroleum Products</u>	Pass Resolution _____	Public Hearing _____
<u>Bulk Diesel Fuel</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>LJM</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>LJM</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

By resolution dated Tuesday, March 6, 2012, the Board of County Commissioners authorized the County Engineer to set a bid date and advertise a bid call for ER&R Purchase of Refined Petroleum Products – Bulk Diesel Fuel. There were thirteen requests for bid packages mailed to the prospective bidders. On Monday, March 19, 2012, at 2:00 p.m., local time, bids were opened. Five bids were received and the apparent low bid was submitted by Byrnes Oil Company, Walla Walla, Washington. A review of their bid package did determine that their bid did meet all requirements.

**SUMMARY**

The bid submitted by Byrnes Oil Company should be accepted as the low bid.

**RECOMMENDATION**

The Benton County Engineer recommends that the contract be awarded to Byrnes Oil Company, Walla Walla, Washington.

**FISCAL IMPACT**

Funds are budgeted and available in the 2012 Equipment Rental and Revolving Fund.

**MOTION**

Award the contract for ER&R Purchase – Refined Petroleum Products – Bulk Diesel Fuel.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF  
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

WHEREAS, by resolution dated March 6, 2012, bid call was authorized for E. R. & R. Purchase  
of Refined Petroleum Products – Bulk Diesel Fuel; and

WHEREAS, bids were received as set forth in the attached tabulation; and

WHEREAS, the County Engineer recommends award of the contract to Byrnes Oil Company,  
Walla Walla, Washington; NOW, THEREFORE,

BE IT RESOLVED, that the business of supplying Benton County with Refined Petroleum  
Products – Bulk Diesel Fuel be awarded to Byrnes Oil Company; and

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

Dated this 27th day of March, 2012

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

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

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

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

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

SWB:MJB:LJM:slc

RE: REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL 2012-1

LOCATION: BENTON COUNTY  
 LET BY: BOARD OF COUNTY COMMISSIONERS

DATE: March 19, 2012, 2:00 p.m., Local Time

Estimated Quarterly Usage is: 12,000 Gallons

Firm Name and Address	Fuel Type	Major Supplier	Reference City	Price Per Gallon
BYRNES OIL P O Box 2216 Walla Walla, WA 99362-0362	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	Tesoro Unbranded	Pasco	\$ 3.6780
BLEYHL FARM SERVICE, INC. 940 East Wine Country Road Grandview, WA 98930-8982	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	Cenex	Pasco	\$ 3.6872
CHS, INC. Energy Division 2525 North Rainier Avenue Pasco, WA 99301	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	Cenex	Pasco	\$ 3.6930
WONDRACK DISTRIBUTING, INC. P O Box 2775 Tri-Cities, WA 99302	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	Chevron	Pasco	\$ 3.7150
CONNELL OIL, INC. P O Box 3998 Pasco, WA 99302	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	Conoco	Pasco	\$ 3.7390

Steven W. Becken  
Public Works Manager

Malcolm Bowie  
County Engineer

Public Hrg: Benton PUD Franchise – S  
Schuetze

Tri-Cities 736-3084  
Ext. 5664  
Fax 786-5627

# Benton County

## Department of Public Works

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954

March 27, 2012

BOARD OF COUNTY COMMISSIONERS  
Benton County Courthouse  
Prosser, WA 99350

RE: Application for Franchise: PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

Commissioners:

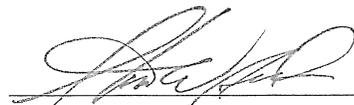
Public Utility District no. 1 of Benton County has filed a petition to continue a nonexclusive franchise for an electrical transmission lines, power lines, structures and telecommunication systems and all facilities within all of unincorporated Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise is continued for a ten (10) year period.
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.
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.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The Grantee is responsible for noxious weed control in the areas disturbed by the Grantee.
6. The franchise is nonexclusive.
7. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Steven W. Becken  
Public Works Manager

**Jim Beaver - FW: Updated Contract**

---

**From:** Mike Leita <Mike.Leita@co.yakima.wa.us>  
**To:** 'Paul Jewell' <paul.jewell@co.kittitas.wa.us>, 'Jim Beaver' <Jim.Beaver@...>  
**Date:** 3/16/2012 10:27 AM  
**Subject:** FW: Updated Contract  
**CC:** Ben Floyd <bfloyd@anchorqea.com>, 'Dan Silver' <danieljsilver@msn.com>  
**Attachments:** Draft Agreement 3-9-12-AQ edits (2) (2).docx

---

Commissioners,

As you are aware, we will be meeting Thursday, March 22<sup>nd</sup>, for our monthly Commissioner YRBWEP/IC updates.

We are now prepared to implement our first important step for public outreach. Attached is an ILA agreement that will allow our Counties to lead the IC outreach process in collaboration with our IC partners.

Yakima County is scheduled to approve this ILA Tuesday, March 20<sup>th</sup>, authorizing our Chairman to sign the ILA and I am requesting your respective boards to approve the ILA at your earliest convenience.

As previously discussed, our respective financial commitments will be \$ 10,000 each per the agreement terms. Per the terms of the agreement, our IC partners will contribute an additional \$ 40,000 through their respective governance processes.

(1.1) "Yakima County has the ability to accept funds from other sources for the stated purpose of the Initiative."

If you have questions, please give me a call and/or we can discuss next Thursday.

Thanks,

Mike Leita,  
County Commissioner

"A politician thinks of the next election  
A statesman, of the next generation."  
-James Freeman Clark-

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the exclusive use of the intended recipient(s) and may contain information that is confidential and legally privileged. Any unauthorized review, use, distribution or copying of this message and its attachments is strictly prohibited.

---

**From:** Ben Floyd [mailto:bfloyd@anchorqea.com]  
**Sent:** Thursday, March 15, 2012 3:12 PM  
**To:** Craig Warner  
**Cc:** Mike Leita; Daniel Clark  
**Subject:** RE: Updated Contract

That looks good to me. I will coordinate with Mike and sharing this with the other counties. Mike it would probably be best if you would give Benton Co a call to let them know this is coming. I will go ahead and send it directly to Paul Jewell.

---

**From:** Craig Warner [mailto:craig.warner@co.yakima.wa.us]

**Sent:** Thursday, March 15, 2012 12:44 PM

**To:** Ben Floyd

**Cc:** Mike Leita; Daniel Clark

**Subject:** Updated Contract

Ben,

Commissioner Leita asked that we make a couple of changes to the agreement we sent to you previously. We have removed all other parties from the agreement other than Yakima, Kittitas and Benton counties. We also added a sentence under section I. 1.1 to allow the ability to accept funds from other sources for the stated purpose. We have also attached the signature blocks from each of the counties that will be adopting this agreement.

Yakima County's legal department has reviewed and are willing to sign off on this agreement. If you are in agreement that this is the final, I will move forward with putting it on the Yakima County Agenda for Board approval. I will assume that you will forward this to the other two counties for their ratification.

Please let me know how you want me to proceed. Thanks!

Craig

INTERGOVERNMENTAL AGREEMENT FOR ADVANCING THE YAKIMA RIVER  
BASIN INTEGRATED WATER RESOURCE MANAGEMENT PLAN THROUGH  
EDUCATION AND OUTREACH

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and among the governments of Yakima County, Benton County, and Kittitas County (collectively, the "Initiating Governments") to advance through education and outreach the Yakima River Basin Integrated Water Resource Management Plan, hereinafter referred to as the "Integrated Plan."

**RECITALS AND FINDINGS**

WHEREAS, the various initiating governments wish to form a partnership to provide education and outreach services for the Integrated Plan and,

WHEREAS, the Initiating Governments believe education and outreach to the public would be in the best interest of the region, and the citizens of each perspective Initiating Government and,

WHEREAS, the various parties desire that Yakima County serve as the fiscal agent for such entities in advancement of the Integrated Plan;

NOW, THEREFORE, in consideration of the mutual benefits from cooperating to provide education and outreach for the Integrated Plan, the Initiating Governments agree to the following terms:

**1. DUTIES OF YAKIMA COUNTY ON BEHALF OF INITIATING GOVERNMENTS FOR ADVANCING THE INTEGRATED PLAN THROUGH AN EDUCATION AND OUTREACH INITIATIVE.**

- 1.1 Yakima County shall set up a separate fund for such funds received on behalf of the Initiating Governments for Integrated Plan Education and Outreach Initiative (Initiative), and shall provide annual accountings of such funds. The Yakima County Treasurer is the designated treasurer for the Initiative. The Yakima County Treasurer shall be the custodian of the fund, and the Yakima County Auditor shall keep record of the receipts and disbursements. The Yakima County Treasurer shall honor and pay all warrants, which shall be approved before issuance and payment as directed by the Initiating Governments' designee. All interests earned on sums placed in the Initiative fund shall accrue to such fund. Reasonable administrative costs incurred by Yakima County for administering said fund shall be waived. Yakima County is authorized to apply for and accept grants in the name of Initiating Governments for the Initiative from federal, state, local and private sources. Yakima County may utilize existing grant funds and appropriations in the Initiative account for the purposes specified herein. Yakima County has the ability to accept funds from other sources for the stated purpose of the Initiative.

- 1.2 Yakima County shall enter into various contracts as authorized by the majority of the initiating governments for purposes of public education and outreach that advance the Initiative.
- 1.3 Yakima County is authorized to approve and issue warrants and pay invoices of Initiating Governments on behalf of the Initiative.
- 1.4 Yakima County shall keep full and complete books of accounts showing revenue and expenses of the Initiative. Audits of the books shall be performed annually by the Washington State Auditor, and the cost of such audit shall be considered an authorized expense of the Agency. More frequent audits, if requested by any Initiating Government, shall be charged to the Initiating Government making the request.
- 1.5 All Initiating Governments agree to hold Yakima County harmless for providing such services and agree to indemnify Yakima County for any loss suffered as a result of providing this service on behalf of various initiating governments.

**2. REPORTING REQUIREMENTS**

- 2.1 The Yakima County Financial Services Director shall report quarterly to each Initiating Government regarding its activities during the prior period. Reporting may be in writing, and issued each month upon request of each Initiating Government.

**3. INTERGOVERNMENTAL AGREEMENT**

- 3.1 This Agreement constitutes an exercise of the Initiating Governments' authority under Chapter 39.34 RCW, the Interlocal Cooperation Act. Copies of this Agreement and the resolutions from each Initiating Government authorizing the execution hereto shall be filed with the county auditor of each County and the State Department of Community, Trade and Economic Development.

**4. INITIATING GOVERNMENTS INVESTMENT:**

- 4.1 The parties agree that each shall contribute the following to Yakima County for the Initiative fund:

<b>Organization</b>	<b>Funding Amount</b>
Benton County	\$10,000
Kittitas County	\$10,000
Yakima County	\$10,000

- 4.2. All assets and financial contributions made by the withdrawing Initiating Government shall become property of the Initiative fund, and it is expressly understood that the withdrawing Initiating Governmental entity is not entitled to recovery of any funds contributed and/or an financial asset from the Initiative upon withdrawal and/or termination of this agreement.

**5. EFFECTIVE DATE/TERM OF AGREEMENT**

- 5.1 This Agreement shall be effective upon its execution by each of the Initiating Governments identified.
- 5.2 This Agreement automatically terminates effective at any time the Initiative fund does not have sufficient funds necessary to meet current costs, unless the Initiating Governments each agree to contribute the sufficient funding necessary to meet costs for the current fiscal year.
- 5.3 Unless earlier terminated by written notice from each of the Initiating Governments, this Agreement shall terminate on or before December 31, 2013, if it is not extended by written agreement approved by each Initiating Government's legislative authority prior to such date.

**6. ADOPTION/AMENDMENT**

- 6.1 This Agreement may be executed in any number of counterparts, all of which shall constitute one Agreement. The execution of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. This Agreement may be amended with the unanimous approval of the designated representatives of the Initiating Governments.

**7. GOVERNING LAW & VENUE**

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

**8. INTEGRATION**

- 8.1. This written document constitutes the entire Agreement between the parties. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

**9. HOLD HARMLESS**

9.1. The parties to the Agreement shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of this Agreement, except to the extent that the harm complained of arises from the sole negligence of one of the Initiating Governments.

**10. SEVERABILITY**

10.1. If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction; such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

**11. EXECUTION**

11.1. This Agreement or Amendments hereto, shall be executed on behalf of each Initiating Government pursuant to an appropriate Motion, Resolution or Ordinance of the governing body of each Initiating Government. This Agreement or any Amendment thereto, shall be deemed adopted upon the date the governing body of the last Initiating Government authorized the appropriate Motion, Resolution or Ordinance.

Intergovernmental Agreement for Integrated Plan Education and Outreach Initiative (Initiative),

Done this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**BOARD OF COUNTY BENTON COUNTY COMMISSIONERS**

James Beaver , Chairman

Shon Small, Pro-Tem

Leo Bowman, Member

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

Intergovernmental Agreement for Integrated Plan Education and Outreach Initiative (Initiative),

Done this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

BOARD OF YAKIMA COUNTY COMMISSIONERS

\_\_\_\_\_  
J. Rand Elliott, Chairman

\_\_\_\_\_  
Michael D. Leita, Commissioner

\_\_\_\_\_  
Attest: Tiera L Girard  
Clerk of the Board

\_\_\_\_\_  
Kevin J. Bouchey, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney  
(WSBA# \_\_\_\_\_)