

Leo Bowman
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



To view items in detail, please
click on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, April 3, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ March 27, 2012

Review Agenda

Consent Agenda

District Court

a. Lease Agreement w/Xerox Copier

Facilities

b. Contract Amendment w/DNR Systems, Inc. for Floor System Upgrade

Parks

c. Line Item Transfer, Fund No. 0000-101, Dept. 126

Public Works

d. Purchase Authorization of Traffic Sign Materials

e. Contract w/Byrnes Oil Company for Refined Petroleum Products – Bulk Diesel Fuel

Sheriff

f. Surplus of Personal Property

Treasurer

g. Agreement w/Bid4Assets, Inc.

9:05 AM

Scheduled Business:

Bid Opening – County Newspaper – B Chilton

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 27, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; DPA Ryan Brown; Susan Walker and Clark Posey, Planning; Larry Moser, Public Works; District Court Administrator Jacki Lahtinen; Central Services Manager Randy Reid; Erhiza Rivera, Treasurer's Office; Auditor Brenda Chilton.

Approval of Minutes

The Minutes of March 20, 2012 were approved.

Review Agenda

Commissioner Bowman requested item "p" (Dept. of Corrections contract amendment) be added to the consent agenda. The Board agreed.

Consent Agenda

MOTION: Commissioner Bowman moved to approve the consent agenda items "a" through "o", adding "p". Commissioner Small seconded and upon vote, the Board approved the following:

- a. Authorization to Acquire Microsoft Premier Support Services
- b. Approval of Expending Funds to Purchase LibertyWEB Licenses
- c. Line Item Transfer, Fund No. 0000101-106, Dept. 000
- d. Appointment to the Badger Mountain Irrigation District Board of Directors
- e. Appointment to the Benton Irrigation District Board of Directors
- f. Lease Amendment w/Sundowns Training Center
- g. Intergovernmental Cooperative Agreement w/Mission Support Alliance

- h. Interlocal Agreement w/Washington Counties Insurance Pool
- i. Amended Trust Agreement and Bylaws w/Washington Counties Insurance Fund
- 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
- p. Contract Amendment with Dept. of Corrections

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

Public Hearing – Franchise – PUD No. 1

Steve Becken presented the application for franchise submitted by Public Utility District No. 1 of Benton County. He said they received no comments and the recommendation was to extend PUD's franchise for an additional 10 years.

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

MOTION: Commissioner Small moved to approve the application for franchise filed by Public Utility District No. 1 of Benton County, with the conditions as presented in the report. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Yakima River Basin Integrated Water Resource Management Plan

Commissioner Beaver said that Benton County was asked to participate in this plan which equated to a request to pay \$10,000. He said he had not made any commitments but would like to have Mr. Brown evaluate whether the County could participate and to what degree they should get involved. He said there had been a series of meetings between different entities to discuss the integrated Yakima plan. He added that the watershed in that area was the 4th largest aquifer in the United States.

Commissioner Small said he was somewhat familiar with the plan and was in favor of Mr. Brown reviewing the issue on whether the County could contribute \$10,000.

Commissioner Bowman said he was not sure the County should participate, even if it could. He said he hadn't seen the plan and it was his understanding the Yakama Nation was opposed to it. He didn't know what good it would be to adopt and spend \$10,000 if the plan couldn't be put into effect. He said before he could say yes, he wanted to see the work plan and what future plans for spending were. He said the Board should see a plan and find out the Yakama Nation's position before asking Mr. Brown to do a bunch of research.

Chairman Beaver said he was not here to sell the program but he was supportive of water in the basin and if the federal government was willing to step up and pay \$3.1 to \$3.6 million, he would

be willing to pay \$10,000 as our piece. He said the federal government had done it before and there is no reason why they couldn't come here and build this; he said the fact the Director of Interior came to Washington State to hear about this issue said they recognized the problem and it was important for the County to be engaged.

Commissioner Bowman said he didn't disagree and was not opposed to the plan. However, he didn't believe a budget should be established before the work plan was developed. He said they develop a scope of work then ask for proposals to see what the cost would be.

Unscheduled Visitors

Jim Mackey, Prosser, discussed two bad intersections at his end of the County (Johnson and Wilgus) - a lot of overgrowth and was difficult to see; and (Griffin and Wine Country Road - old Hwy 12) - a tricky intersection if you are not paying attention. He said he was almost hit by a vehicle on two different occasions. The Board asked the Public Works Department to meet with Mr. Mackey after the meeting to help address his concerns.

Commissioner Assignment Update

Commissioner Bowman said he would like an update on the Shoreline Master Plan and requested the Board have a workshop on that issue. Mr. Sparks said it could be scheduled in approximately three weeks when all three Commissioners would be able to attend.

Commissioner Small informed the Board there was a 911 scam occurring in the area where they were trying to get money. Additionally, he thanked the elected officials for participating in the Prosser leadership course on March 14.

Chairman Beaver reported on his meetings with the Council of Governments, cities, and citizens. Additionally, he discussed the progress edition in the Tri-City Herald that he thought illustrated the successes at Benton County. He thanked the team for its work and said he was impressed with the caliber of people that worked at Benton County.

Vouchers

Check Date: 3/23/2012
Warrant #: 54413-54562
Transfer #050103121, 050103122
Total all funds: \$871,862.19

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

Resolutions

2012-173: Authorization to Acquire Microsoft Premier Support Services Clerk
2012-174: Approval of Expending Funds to Purchase LibertyWEB Licenses

- 2012-175: Line Item Transfer, Fund No. 0000101-106, Dept. 000
Commissioners
- 2012-176: Appointment of Dan Mildon the Badger Mountain Irrigation District Board of
Directors
- 2012-177: Appointment of Donald Reddout to the Benton Irrigation District Board of
Directors
- 2012-178: Lease Amendment w/Sundowns Training Center
- 2012-179: Intergovernmental Cooperative Agreement w/Mission Support Alliance
- 2012-180: Interlocal Agreement w/Washington Counties Insurance Pool
- 2012-181: Amended Trust Agreement and Bylaws w/Washington Counties Insurance Fund
- 2012-182: Funding Authorization of the 2012 Bituminous Surface Treatment
- 2012-183: Order & Agreement for Franchise for PacificCorp dba Pacific Power
- 2012-184: Approval of Digital Submittal Certification for Traffic Law Enforcement 2011
- 2012-185: Approval of Annual Certification for 2011
- 2012-186: Approval of Certification of Road Fund Expenditures for Fish Passage Barrier
Removal 2011
- 2012-187: Authorization for the Purchase of Refined Petroleum Products – Bulk Diesel Fuel
- 2012-188: Contract Amendment with Dept. of Corrections

There being no further business before the Board, the meeting adjourned at approximately 9:30 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>April 3, 2012</u>	Execute Contract	<u>X</u>
Subject:	<u>Xerox Lease Agreement</u>	Pass Resolution	<u>X</u>
Prepared by:	<u>Jacki Lahtinen</u>	Pass Ordinance	_____
Reviewed by:	<u>Ryan Lukson</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>X</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The Lease/Purchase Agreement has expired on our current copier and it is in District Court's best interest to enter into a new Lease/Purchase Agreement with Xerox Corp. for a new copier.

SUMMARY

Same

RECOMMENDATION

District Court requests the Board of County Commissioner's signatures approving the Resolution and the Lease/Purchase Agreement.

FISCAL IMPACT

This lease replaces the previous leased copier. The cost of this lease has already been included in the current budget. No additional funding necessary.

MOTION

Motion to approve the resolution and execute the Lease/Purchase Agreement between the Benton County District Court and Xerox Corp.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR ONE COPIER FROM XEROX CORPORATION FOR THE BENTON COUNTY DISTRICT COURT.

WHEREAS, the Benton County District Court has a need for a multi-function copier and printer to support its staff.

WHEREAS, District Court has researched the copiers available through Washington State Contract #03706 which provides copier leases to local government agencies on very favorable terms and at very competitive rates;

WHEREAS, after reviewing the available makes and models, it has been determined that Xerox Model 5745APT best meets the needs of the Benton County District Court.

NOW, THEREFORE,

BE IT RESOLVED, that the Chair of the Benton County Board of County Commissioners is hereby authorized to sign the Lease Agreement with Xerox, Corporation, incorporating the terms of Washington State Contract #03706 in the lease of (1) Model 5745APT multi-function copier/printers for a period of 36 months at the rate of \$172.05 per month with all supplies and consumables included.

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

LEASE/PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

PURCHASE REFERENCE No. _____
This order number should appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Xerox Corp., 6400 Southcenter Blvd., Tukwila, WA 98188-2547

VENDOR CODE: (Fed. Tax ID) 16-0468020

VENDOR CONTACT: Tom Mandell

VENDOR CONTACT PHONE: (714)262-8854

TYPE OF LEASE: Copy machine lease per WA State Contract #03706.
Single invoice for both operating lease and overages.

AGREEMENT:

In exchange for the consideration identified herein, Vendor agrees to provide the listed office equipment to Benton County under the terms described within this Agreement and WA State Contract #03706.

SHIP TO:

Benton County Dist. Court
Bldg. A
7122 W. Okanogan Place
Kennewick, WA 99336-2359

BILL TO:

Benton County Dist. Court
Bldg. A
7122 W. Okanogan Pl.
Kennewick, WA 99336-2359

REMIT TO:

Xerox Corp.
PO Box 7405
Pasadena, CA 91109-7405

P.O. DATE:

Delivery Date: 4/15/12

Line	Model	Description	Term	Unit Price	Total Price
1	Xerox 5745APT	Lease of 1 quantity Xerox 5745APT copier per Washington State Contract #03706. Payment and meter reading/billing for additional images conducted monthly. Cost per color image: N/A. Cost per BW copy: \$0.0089.	36Months	\$172.05	\$172.05

Trade in of Xerox WC5638P S/N WRR026823Request install date of April 15, 2012, final payment #37

SUB TOTAL =	\$172.05
8.6% SALES TAX =	na
TOTAL ORDER =	\$172.05

The term of this Agreement shall be 36 months:

Beg: April 1, 2012 through: April 2, 2015

This Lease/Purchase Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (Addendum A), including the addition of, and updated pricing for, the Xerox products identified above (Addendum B).

Vendor's signature on this Lease/Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 03706
2. This Lease/Purchase Agreement.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact: Jacki Lahtinen, Benton Co. Dist. Ct.

Title: Administrator

Address: Bldg. A, 7122 W. Okanogan Pl., Kennewick WA 99336

Phone: (509) 735-8476 ext 3255

Fax: (509) 736-3069

Approved as to Form _____
(Deputy Prosecutor): _____

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Tom Mandell Title: MACM Date: 3/6/12

Vendor Signature: _____
[Handwritten Signature]

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	4/3/12	Execute Contract	<u> x </u>
Subject:	DNR Systems Amendment	Pass Resolution	<u> x </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

Per Resolution 2012-081 the parties entered into a Personal Service Contract with DNR Systems Inc. to upgrade the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC System at the Benton County Justice Center and Corrections Facility through December 31, 2012.

SUMMARY

The facilities department re-evaluated the equipment that was included in the bid specifications versus an option that will give the county more flexibility.

This change order will modify the OPTO22 equipment that was initially approved via resolution 2012-081. This change will upgrade our system from standard density units to High Density (HD) units. This will create fewer network connections and fewer points of failure. With fewer network connections, the system should operate even faster than was predicted with the original upgrade proposal. The High Density units will also save us valuable space in the equipment cabinets. We will also be given a lifetime warranty on the Input/Output (I/O) modules, which we do not currently have.

RECOMMENDATION

The county desires to amend the current contract to include upgraded equipment installation, as well as to increase the total amount payable by the county.

FISCAL IMPACT

Amount not to exceed was increased from \$111,000.00 to 131,000.00. Project will be paid from Jail Depreciation Fund #0142101. No supplement needed.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT AMENDMENT
BETWEEN BENTON COUNTY AND DNR SYSTEMS, INC. FOR THE UPGRADING
OF THE OPTO22 SNAP ETHERNET FACTORY FLOOR SYSTEM TO A SNAP PAC
SYSTEM AT THE BENTON COUNTY JUSTICE CENTER AND CORRECTIONS
FACILITY

WHEREAS, per Resolution 2012-081 the parties entered into a Personal Service Contract with
DNR Systems Inc. to upgrade the OPTO22 Snap Ethernet Factory Floor System to a Snap PAC
System at the Benton County Justice Center and Corrections Facility through December 31,
2012; and

WHEREAS, the county desires to amend the current contract to include upgraded equipment
installation, as well as to increase the total amount payable by the county; **NOW,
THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington
hereby approves the personal service contract amendment between Benton County and DNR
Systems, Inc. attached hereto; and

BE IT FURTHER RESOLVED, the amount not to exceed shall be \$131,000.00 not including
WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the
attached second personal service contract amendment.

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

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT, made and entered into this _____ day of _____, 2012 by and between BENTON COUNTY, WASHINGTON (hereinafter "COUNTY") and DNR Systems, Inc. (hereinafter "CONTRACTOR").

WHEREAS, per Resolution 2012-081 the parties entered into a contract for 2012, whereby the contractor would upgrade the OPTO22 Snap Ethernet Factory Floor System to a Snap Pac System at the Benton County Justice Center and Corrections Facility; and

WHEREAS, the COUNTY desires to amend the current contract to include upgraded equipment installation, as well as to increase the total amount payable by the county; and

NOW THEREFORE, in consideration of the provisions set forth herein, the parties agree that all provisions of the original contract shall remain in effect except the below sections which shall be amended as follows:

1. **Section 1. CONTRACT DOCUMENTS** shall be removed and replaced in its entirety with the following:
 - a. Terms and conditions herein
 - b. Exhibit A – Benton County's Request for Proposal (RFP)
 - c. Exhibit B – Contractor's Quote
 - d. Exhibit C – Washington State Prevailing Wage Rates for Public Works Contracts
 - e. Exhibit D – Change Order #1

2. **Section 3. SERVICES PROVIDED, paragraph a.** shall be removed and replaced in its entirety with the following:

The CONTRACTOR agrees to furnish and install equipment and software to upgrade the OPTO22 Factory Floor System to a SNAP PAC System for the Benton County Justice Center and Jail Facility located in Kennewick, WA in accordance with the COUNTY'S RFP attached hereto as Exhibit A, the CONTRACTORS proposed quote attached hereto as Exhibit B, and the CONTRACTORS change order #1 attached hereto as Exhibit D. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

3. **Section 5. COMPENSATION, paragraph a.** shall be removed and replaced in its entirety with the following:

The CONTRACTOR shall be paid in accordance with the proposed quote provided in Exhibit D attached hereto for all services detailed in section 3 of this Contract. The total amount payable by the COUNTY to the CONTRACTOR shall not to exceed one hundred thirty one thousand dollars and zero cents (\$131,000.00) excluding W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the furnishing and installation of the OPTO22 SNAP PAC system reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid for changing control devices attached or hard-wired to the building, changing power supplies, or altering/changing controls attached to the building, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY'S contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY'S contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract Amendment, on the day and year first above written.

Date: _____

Date: 3/8/12

Benton County

DNR Systems

Chairman
Benton County, Commissioner

Signature

Ryan McCollum VP
Print Name and Title

Approved as to Form

Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>4/3/2012</u>	Execute Contract	_____	Consent Agenda X
Subject: _____	Pass Resolution	X	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>K. Mercer</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

The Road Dept. fabricated handicap signs for the Horse Heaven Vista Park.

SUMMARY

The first invoice is \$120.00 and there will be an additional invoice in approximately the same amount. We are requesting a line item transfer in the amount of \$300.00 to pay from the Road Dept. line item.

RECOMMENDATION

Approve the resolution authorizing the line item transfer.

FISCAL IMPACT

Total due – approximately \$300.00 (currently in Parks budget)

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 126.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Parks Dept Nbr: 126
 Fund Name: Current Expense Fund Nbr: 000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
576-690	3117	Chemicals	\$300	576-690	9169	Road Dept.	\$300
TOTAL			\$300	TOTAL			\$300

Explanation:

Transfer needed to pay for handicap signs fabricated by the Road Dept. for Horse Heaven Vista.

Prepared by: Cami McKenzie Date: 26-Mar-2012

Approved Denied Date: _____

Chairman

Member

Member

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: E. R. & R. PURCHASE TRAFFIC SIGN MATERIALS 2012

WHEREAS, by resolution dated February 28, 2012, bid call was authorized for ERR Purchase of Traffic Sign Materials; and

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

WHEREAS, the lowest bid was submitted by Intermountain Sign & Safety, Post Falls, Idaho; and

WHEREAS, the County Engineer recommends award of the contract to Intermountain Sign & Safety; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County with Traffic Sign Materials be awarded to Intermountain Sign & Safety, Post Falls, Idaho, in the amount of \$31,281.80, plus Washington State sales tax in the amount of \$2,596.39; and

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

Dated this 3rd day of April, 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
L. Moser

PROJECT: 2012 ERR PURCHASE - TRAFFIC SIGN MATERIALS							INTERMOUNTAIN SIGN & SAFETY		NEWMAN TRAFFIC SIGNS		TRAFFIC SAFETY SUPPLY COMPANY		ZUMAR INDUSTRIES, INC.		NATIONAL BARRICADE & SIGN COMPANY		ROCAL, INC.	
LOCATION: BENTON COUNTY							5320 East Seltice Way		P O Box 1728		2324 S.E. Umatilla Street		P O Box 44549		6602 East Main Street		3186 County Road 550	
LET BY: BOARD OF COUNTY COMMISSIONERS							Post Falls, ID 83854		Jamestown, ND 58402-1728		Portland, OR 97202		Tacoma, WA 98444-0549		Spokane WA 99212		Frankfort, OH 45628	
DATE: March 23, 2012 2:00 p.m., Local Time																		
ITEM NO	QTY	TYPE	DESCRIPTION	SIZE	COLOR	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	
REGULATORY & WARNING																		
1	100	R1-1	Stop	30" x 30"	W/R	30.75	3,075.00	25.89	2,589.00	26.80	2,680.00	26.00	2,600.00	29.50	2,950.00			
2	30	R1-1	Stop	36" x 36"	W/R	44.45	1,333.50	36.38	1,091.40	39.90	1,197.00	38.00	1,140.00	41.50	1,245.00			
3	15	R1-1	Stop	48" x 48"	W/R	87.15	1,307.25	83.20	1,248.00	95.23	1,428.45	96.00	1,440.00	108.00	1,590.00			
4	40	R1-4	All Way	18" x 6"	W/R	4.90	196.00	5.70	228.00	3.35	134.00	5.00	200.00	6.50	260.00			
5	5	R8-8	Do Not Stop On Tracks	24" x 30"	B/W	25.55	127.75	21.30	106.50	22.18	110.90	21.50	107.50	24.25	121.25			
6	80	R2-1	Speed Limit	24" x 30"	B/W	25.55	2,044.00	21.30	1,704.00	22.18	1,774.40	21.50	1,720.00	24.25	1,940.00			
7	40	17-701**	Primitive Road **Additional 1/2" rivet hole 20" up from bottom of all the 17-701 Primitive Road signs drilled	30" x 36"	B/W	41.90	1,676.00	31.42	1,256.80	33.26	1,330.40	32.00	1,280.00	35.70	1,428.00	NO BID		
8	10	W10-3	Side Road RxR	30" x 30"	B/Y	31.50	315.00	25.89	258.90	27.72	277.20	27.00	270.00	29.50	295.00			
9	10	W11-8	Fire Station	30" x 30"	B/Y	31.50	315.00	25.89	258.90	27.72	277.20	27.00	270.00	29.50	295.00			
10	10	W1-2R	Curve	30" x 30"	B/Y	31.50	315.00	25.89	258.90	27.72	277.20	27.00	270.00	29.50	295.00			
11	10	W1-2L	Curve	30" x 30"	B/Y	31.50	315.00	25.89	258.90	27.72	277.20	27.00	270.00	29.50	295.00			
12	10	W11-5	Farm	30" x 30"	B/Y	31.50	315.00	25.89	258.90	27.72	277.20	27.00	270.00	29.50	295.00			
13	10	W7-1	Hill Symbol	30" x 30"	B/Y	31.50	315.00	25.89	258.90	27.72	277.20	27.00	270.00	29.50	295.00			
14	10	W7-1	Equestrian	30" x 30"	B/Y	31.50	315.00	25.89	258.90	27.72	277.20	27.00	270.00	29.50	295.00			
15	10	W13-401	For ___ Mi	30" x 30"	B/Y	31.50	315.00	28.82	288.20	27.72	277.20	27.00	270.00	32.75	327.50			
16	10	W1-6	Arrow	48" x 24"	B/Y	41.35	413.50	42.31	423.10	47.63	476.30	50.00	500.00	48.20	482.00			
17	10	W1-7	Double Arrow	48" x 24"	B/Y	41.35	413.50	42.31	423.10	47.63	476.30	50.00	500.00	48.20	482.00			
18	20	W2-1	Cross Road	30" x 30"	B/Y	31.50	630.00	25.89	517.80	27.72	554.40	27.00	540.00	29.50	590.00			
19	20	W2-2	Side Road	30" x 30"	B/Y	31.50	630.00	25.89	517.80	27.72	554.40	27.00	540.00	29.50	590.00			
20	5	W8-3A	Pavement Ends	30" x 30"	B/Y	31.50	157.50	25.89	129.45	27.72	138.60	27.00	135.00	29.50	147.50			
21	10	W10-1	Advance RxR	36"	B/Y	46.10	461.00	37.45	374.50	39.90	399.00	45.00	450.00	42.60	426.00			
22	30	W13-1	Speed Advisory	18" x 18"	B/Y	16.05	481.50	11.23	336.90	10.00	300.00	10.00	300.00	12.75	382.50			
23	50	W14-1	Dead End	30" x 30"	B/Y	31.50	1,575.00	25.89	1,294.50	27.72	1,386.00	27.00	1,350.00	29.50	1,475.00			
24	30	Om-1	Object Marker	18" x 18"	Red	12.90	387.00	18.85	565.50	10.00	300.00	19.00	570.00	21.50	645.00			
25	20	Om-3L	Object Marker	12" x 36"	B/Y	16.05	321.00	13.94	278.80	13.32	266.40	14.00	280.00	16.00	320.00			
26	20	Om-3R	Object Marker	12" x 36"	B/Y	16.05	321.00	13.94	278.80	13.32	266.40	14.00	280.00	16.00	320.00			
27	10	W16-1	End of County Road	24" x 30"	B/Y	25.55	255.50	24.23	242.30	22.18	221.80	21.50	215.00	27.50	275.00			
POSTS AND RIVETS																		
28	200	Each	Telespar Anchor	2" x 2" x 36"		10.25	2,050.00	8.59	1,718.00	7.93	1,586.00	8.50	1,700.00	9.20	1,840.00			
29	200	Each	Telespar Post	1.75" x 1.75" x 10'		29.75	5,950.00	21.72	4,344.00	23.30	4,660.00	24.00	4,800.00	32.64	6,528.00			
30	10	Boxes	3/8" Steel Rivets	1,000 per box		60.25	602.50	590.00	5,900.00	550.00	5,500.00	600.00	6,000.00	750.00	7,500.00			

RESOLUTION

e. Contract w/Byrnes Oil Company for Refined Petroleum Products – Bulk Diesel Fuel

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 27, 2012, award was made to BYRNES OIL COMPANY, Walla Walla, Washington, for E.R.&R. Purchase of Refined Petroleum Products – Bulk Diesel Fuel, and

WHEREAS, the Supply Contract has been executed by BYRNES OIL COMPANY; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Supply Contract for E.R.&R. Purchase of Refined Petroleum Products – Bulk Diesel Fuel from BYRNES OIL COMPANY, a copy of which is on file with the County Engineer.

BE IT FURTHER RESOLVED the term of the Supply Contract commences on April 1, 2012 and expires on March 31, 2013.

Dated this 3rd day of April, 2012

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc
L. Moser

SUPPLY CONTRACT
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

2012

THIS AGREEMENT, made and entered into this 1st day of April, 2012, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called “the County”, and BYRNES OIL COMPANY, Walla Walla, Washington, hereinafter called “the Contractor”.

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor those refined petroleum products described and set forth in the “Proposal for Furnishing Refined Petroleum Products – Bulk Diesel Fuel” to the County of Benton (including Contractor’s proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor’s proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor’s price to the County as set forth in the Contractor’s proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contracting the Contractor’s major supplier.

III. The Contractor agrees to deliver to the County such refined petroleum products at such locations within the County, at such times and in such quantities as the County may specify.

IV. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

V. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys’ fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Contractor’s obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the

Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

VI. The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

VII. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease fuel deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any fuel deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

COUNTY OF BENTON:

by: _____

by: _____

Title: _____

Chairman, Board of Benton
County Commissioners

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

Date March 22, 2012

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 04/03/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Surplus Property	Pass Resolution <u> X </u>	Public Hearing _____
Prepared by: Lt. Sharon Felton	Pass Ordinance _____	1st Discussion _____
Reviewed by: Capt. Jon Law	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Inmate Benevolence fund purchased 16 stationary bikes and 3 stair climbers and no longer has a need for them by the jail inmate population. These were purchased in 2003 and are very well used. The Personal Property Manager and the Sheriff's Department have not found any use for the exercise equipment within the County.

SUMMARY

RECOMMENDATION

It is the recommendation of the Personal Property Manager that this potential surplus property is not desired by any county agency and should be declared surplus. The Board finds it to be in the best interest of the citizens of Benton County to surplus unsuitable and unusable person property.

FISCAL IMPACT

Funds from the sale of this equipment will go back into the Inmate Benevolence Fund.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, The Inmate Benevolence fund purchased 16 stationary bikes and 3 stair climbers and no longer has a need for them by the jail inmate population. These were purchased in 2003 and are very well used; and,

WHEREAS, the Personal Property Manager and the Sheriff's Department have not found any use for the exercise equipment within the County; and,

WHEREAS, the exercise equipment has an estimated value of less than \$50.00 each; and,

WHEREAS, it is the recommendation of the Personal Property Manager that this potential surplus property is not desired by any county agency and should be declared surplus; and.

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus unsuitable and unusable person property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and the Sheriff's department the exercise equipment are hereby surplus and to be disposed using the public auction services of Property Room.com, presently under contract by the Sheriff's Department for disposal of abandoned property. Failing to sell, the exercise equipment are to be donated as directed by the Sheriff's Department.

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

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by Lt. Sharon Felton

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>4/3/12</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Bid4Assets</u>	Pass Resolution	<u>X</u>	Public Hearing
	<u>Contract</u>	Pass Ordinance	_____	1st Discussion
Prepared by:	<u>Nick Kooiker</u>	Pass Motion	_____	2nd Discussion
Reviewed by:	_____	Other	_____	Other

BACKGROUND INFORMATION

The Benton County Treasurer's Office has found it most economical and cost effective to use a vendor to provide online auctions of the County's tax foreclosed properties. The Treasurer would like to renew the contract with Bid4Assets Inc. to provide this service. The contract will be for the 2012 tax foreclosure sale, with the option of renewing for 2013. The cost per parcel will be \$125, which is the same cost as last year.

SUMMARY

The County Treasurer desires to enter into a contract with "Bid4Assets Inc." in order to provide an online tax sale of Benton County tax foreclosed properties.

RECOMMENDATION

It is recommended that the board pass the resolution and execute agreement with Bid4Assets Inc.

FISCAL IMPACT

All of the costs for this service will be paid for out of Treasurer's O&M. The cost per parcel is \$125. No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN CONTRACT WITH BID-4-ASSETS INC.

WHEREAS, the County Treasurer has found it most economical and efficient to use the services provided in the private sector for conducting online property tax foreclosure sales; and

WHEREAS, the Treasurer has selected the firm Bid-4-Assets Inc to conduct the property tax foreclosure sale via the internet; and

WHEREAS, the term of the contract is for the 2012 year, ending on December 31, 2012, with the option of renewing for an additional one year period; and

WHEREAS, the cost per parcel is \$125 ; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Benton County Commissioners is authorized to sign the contract (Exhibit "A") with Bid-4-Assets Inc.

Dated this _____ day of _____, 20__ __.

Chairman of the Board

Member

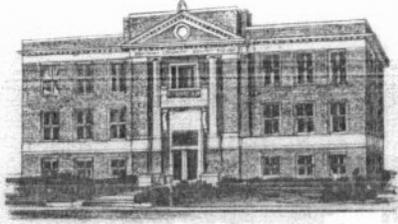
Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by Nick Kooiker, Treasurer's Office

Original: Treasurer's Office
CC: Auditor's Office, R. Ozuna (PA), Central Services, Assessor's Office



BENTON COUNTY
BRENDA CHILTON, AUDITOR

Van H. Pettay, CPA, Chief Accountant
Patti McKelvy, Licensing/Recording Supervisor
Stuart Holmes, Election Supervisor
Denise Webb, Office Manager-Richland
Shawn Bohlinger, Office Manager-Prosser

February 7, 2012

Tri-City Herald
333 W. Canal Dr.
Kennewick, WA 99336

Dear Sir/Madam:

Please publish the attached Notice of Bid Call in the Sunday, February 26, 2012, issue of the Tri-City Herald. Please publish with legal notices.

Please return an Affidavit of Publication to: Brenda Chilton, Benton County Auditor, P. O. Box 470, Prosser, WA 99350, no later than March 27, 2012.

Costs for legal advertising should be billed to the County Auditor, P. O. Box 470, Prosser, WA 99350.

Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Brenda Chilton".

BRENDA CHILTON
Benton County Auditor

/bc
enclosure

**NOTICE OF BID CALL
FOR OFFICIAL COUNTY NEWSPAPER**

The Board of Benton County Commissioners is seeking bids for services as the official county newspaper of Benton County for the year beginning July 1, 2012 through June 30, 2013.

Bids will be received by the Board until 9:05 a.m. on April 3, 2012, and not thereafter, and will be opened at that time and date.

Bids must be submitted in a sealed envelope, bear a return address, clearly state "**Official County Newspaper Bid**," and be addressed as follows:

**Clerk of the Board
Benton County Commissioners
P. O. Box 190
Prosser, WA 99350**

Legal notices advertised in the official county newspaper shall be set single column in six point solid type. Bids must be submitted on a column-inch basis and must state the rate per column-inch for printing first insertions and for all subsequent insertions.

Bidders must also submit the following information:

1. Copy of order of Benton County Superior Court approving newspaper as legal newspaper. **(RCW 65.16.040)**
2. Copy of national advertising rate extended by the newspaper to all-general advertisers and advertising agencies in its published rate card. **(RCW 65.16.091)**
3. Copies of current circulation figures for Benton County including the following:
 - a. Subscriptions in Kennewick, Richland, West Richland and Finley area;
 - b. Subscriptions in Benton City, Prosser and unincorporated areas other than Finley; and
 - c. Other circulation in areas (a) and (b) above, including coin operated boxes.

The successful bidder for the correct and faithful performance of the contract shall post a performance bond of \$500.00.

NOTICE OF BID CALL

The Board reserves the right to reject any or all bids, to waive informalities in the bidding, and to award the service based on a fair appraisal of the competitive values offered. The Board will not be bound necessarily by the low bid.

The Board of Benton County Commissioners is seeking bids for services as the official county newspaper. DATED at Prosser, Washington, this 7th day of February, 2012.



BRENDA CHILTON
BENTON COUNTY AUDITOR

Clerk of the Board
Benton County Commissioners
P. O. Box 190
Prosser, WA 99350

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