

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



to view items in detail, please
click on highlighted area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, February 28, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ February 14, 2012

Review Agenda

Consent Agenda

Auditor

a. Amended Agreement w/Ikon Office Solutions for Office Copiers

Fairgrounds

b. Contract Amendment w/Lindstrom Construction Co., LLC Now Known As Banlin Construction, LLC Amending Resolution 2012-061

c. Line Item Transfer, Fund No. 0124-101, Dept. 000

d. Line Item Transfer, Fund No. 0124-101, Dept. 000

e. Lease Agreement w/Tri Cities Rabbit Association for Spring Rabbit Show

f. Lease Agreement w/Tri Cities Rabbit Association for Fall Rabbit Show

g. Lease Agreement w/WA State University for 4H Poultry Seminar

h. Lease Agreement w/WA State University for Rabbit Show Fundraiser

Human Services

i. Grant Agreement w/Lourdes Counseling Center for Behavioral Health Services

j. Grant Agreement w/Domestic Violence Services of Benton & Franklin Counties to Fund 24-Hour Emergency Shelter

k. Grant Agreement w/Therapeutic Innovations and Recovery for Outreach Services

l. Grant Agreement w/My Friend's Place to Fund Overnight Youth Shelter

m. Agreement w/The Salvation Army for Housing Services; Rescinding Resolution 11-767

Juvenile

n. Adoption of Fees for Services (Parent Pay); Rescinding Resolution 05-738

o. Line Item Transfer, Fund No. 0115-101, Dept. 171

Office of Public Defense

p. Terminating Superior Court Professional Services Agreement w/R Johnston

q. Line Item Transfer, Funds No. 0000-101, Dept. 136

Personnel

- r. Employee of the Month Award
- s. Line Item Transfer, Fund No. 0000-101, Dept. 127

Public Works

- t. Contract Award to Columbia Asphalt & Gravel, Inc. for Bituminous Surface Treatment
- u. Contract w/Stratton Surveying & Mapping for Short Plat Services

Sheriff

- v. Certification Report for the Federal Equitable Sharing Agreement w/Federal Government
- w. Contract w/Cascade Engineering Services, Inc. for Services on Radar & Speed Measuring Devices
- x. Contract Modification w/Dept of Energy for Law Enforcement Services
- y. Line Item Transfer, Fund No. 0000-101, Dept. 120
- z. Line Item Transfer, Fund No. 0126-101, Dept. 000
- aa. Purchase Authorization from Wingfoot Commercial Tire

9:05 AM

Public Hearing:

Pacific Power Franchise – S Schuetze

Ordinance Amendment to BCC 11.52 – M Shuttleworth

Scheduled Business:

Ticket Deferment Program – Detective David Hughes

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, February 14, 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 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; Jacki Lahtinen, District Court; Clerk Josie Delvin; Susan Walker and Valerie Smith, Planning; Central Services Manager Randy Reid; DPA Ryan Brown; Erhiza Rivera, Treasurer's Office;

Approval of Minutes

The Minutes of February 7, 2012 were approved as presented.

Consent Agenda

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

Animal Control

- a. Contract with Sign Crafters Inc. dba Signs Now

Central Services

- b. Line Item Transfer, Fund No. 0502-101, Dept. 000
- c. Purchase Authorization for Microsoft Software for Upgrading County Network

Fairgrounds

- d. Interagency Agreement K838 w/Washington State Department of Agriculture
- e. Lease Agreement w/Gold Wing Road Riders

GIS

- f. Agreement w/City of West Richland for Orthophotography for 2012

Planning

- g. Agreement w/St of WA Dept of Ecology for Comprehensive Shoreline Master Program Update

Public Works

- h. Public Hearing Authorization for Zayo Group LLC Franchise

Sheriff

- i. Contract Amendment w/Dr. Brooks Watson II MD-MBA

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

North Red Mountain Groundwater Issues

Tom Tebb, Mark Kemner, Tom Mackie, and Ann Hoselton, Department of Ecology, gave a Powerpoint regarding groundwater issues on Red Mountain and briefly discussed the following:

- Upper Saddle Mountain Aquifer Concerns
 - Complaints of domestic wells going temporarily dry or needing to be deepened
 - More wells being drilled as parcels get smaller
 - Limitations due to geologic barriers
 - Area not served by municipal water or irrigation district
- Lower Saddle Mountain Aquifer Concerns
 - Deeper drilling not a good solution due to hot water; hydrogen sulfide; high sulfide, fluorides and chlorides; methane gas
- Concerns
 - Low average annual precipitation; irrigation returns flow away from area of concern; domestic returns likely leaving area than returning to the aquifers
- Planning Ahead – Consider the following:
 - Preservation through conservation and education
 - Allow expansion of public water services into areas of concern
 - Permitting conditions (lawn size limits or xeriscaping); incentives
 - Formation of LID
- Assistance from Ecology
 - Technology assistance and compliance; strategic planning
 - Feasibility study for aquifer storage and recovery project

Commissioner Bowman expressed his concerns about being required to regulate water. Mr. Tebb said they wanted to share knowledge so the County could make more informed decisions on water issues since counties shared the responsibility. However, they were not asking the County to be a water regulator (that was Ecology's job); just pointing out there was a problem coming up.

Prosser Economic Development Update

Deb Heintz, Scott Keller, and Charlie Bush gave an update on PEDAs as follows:

- Business Plan
 - New Committees/Board Members
 - Presentation of new plan at next meeting
- Prosser Leadership Program
- Clore Update – architect selected
 - Groundbreaking will begin late summer/early fall; opening one year later

- Vineyard Pavilion – have begun booking facility
- City of Prosser
 - Water tower – almost up and running
 - Discussions with Benton County Public Works regarding contract for maintenance on vehicles
 - Discussions regarding contracting out public safety dispatch – SECOMM
 - Mid-Columbia Library District
 - Fire Services – possibility of Regional Fire Authority
 - Big focus is on business attraction

Unscheduled Visitors

DPA Ryan Brown commented that the Board should keep in mind the water issues on Red Mountain when developing zoning relating to minimum lot size; additionally, the legal issue of availability of potable water when granting subdivisions.

Commissioner Assignment Update

Commissioner Bowman said the legislative session was still going and he provided the most recent report on status of bills. Additionally, he stated the Kennewick UGA bill came out of the House and was now in the Senate and moving along.

Commissioner Bowman also provided a copy of a letter from WSAC to legislative leaders expressing WSAC's desire to work on issues and find solutions and the NACO Newsletter (specifically relating to sewage sludge lawsuit).

Chairman Beaver said he appreciated last week's elected officials meeting and expressed appreciation to the team getting together and helping out Franklin County to provide engineering services.

Vouchers

Check Date: 2/10/2012
 Warrant #: 51269-51784
 Transfers #: 010102121; 010102122; 011602121
 Total all funds: \$1,224,458.80

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

Resolutions

2012-095: Contract with Sign Crafters Inc. dba Signs Now
 2012-096: Line Item Transfer, Fund No. 0502-101, Dept. 000
 2012-097: Purchase Authorization for Microsoft Software for Upgrading County Network
 2012-098: Interagency Agreement K838 w/Washington State Department of Agriculture
 2012-099: Lease Agreement w/Gold Wing Road Riders

- 2012-100: Agreement w/City of West Richland for Orthophotography for 2012
- 2012-101: Agreement w/St of WA Dept of Ecology for Comprehensive Shoreline Master Program Update
- 2012-102: Public Hearing Authorization for Zayo Group LLC Franchise
- 2012-103: Contract Amendment w/Dr. Brooks Watson II MD-MBA

There being no further business before the Board, the meeting adjourned at approximately 10:15 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>2/21/12</u>	Execute Contract	_____	Consent Agenda <u> x </u>
Subject: <u>Copy/Fax</u>	Pass Resolution	<u> x </u>	Public Hearing _____
Prepared by: <u>S Holmes</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>S Holmes</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

The Auditor's Office entered into a 4 year lease with IKON Office Solutions for 4 copy machines.

The copy machines have additional capabilities including document scanning and fax.

SUMMARY

The Auditor's Office would like to add the fax module to the copy machine located in the Prosser Auditor's Office which requires an addendum to the original lease.

The fax modules will be included on the current 4 year lease.

RECOMMENDATION

Chairman of the Board sign the attached Lease / Purchase Agreement Addendum No. 1.

FISCAL IMPACT

Fax Accessory is \$16.23 monthly and includes installation and training.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FIRST LEASE/PURCHASE AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND IKON OFFICE SOLUTIONS FOR THE BENTON COUNTY AUDITOR'S OFFICE;

WHEREAS, IKON Office Solutions is a vendor under State Contract 03706; and

WHEREAS, per Resolution 11-550 dated August 30, 2011 the Board of Benton County Commissioners entered into a lease/purchase agreement between Benton County and IKON Office Solutions for a sixty (60) month lease agreement for four (4) Ricoh copiers; and

WHEREAS, the monthly maintenance and lease agreement amounts and per copy charges will be as follows, including all supplies, except paper:

Kennewick Office - \$94.51 per month, \$.0085 per black/white copy
Richland Office - \$94.51 per month, \$.0085 per black/white copy
Accounting Office - \$94.51 per month, \$.0066 per black/white copy
Prosser Office - \$149.91.51 per month, \$.008 per black/white copy, \$.065 per color

WHEREAS, the Benton County Auditor would like to add a fax module to run co-terminus with model MPC 3001 in the Prosser Office for an additional monthly rate of \$16.23, which includes installation and training; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the First Lease/Purchase Agreement Amendment referenced as Addendum No. 1 between Benton County and IKON Office Solutions adding a fax module for Ricoh MP 3001 SP for an additional monthly rate of \$16.23; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the First Lease/Purchase Agreement Amendment referenced as Addendum No. 1 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

**Lease / Purchase Agreement
Benton County, Washington**

Addendum No. 1 to Lease / Purchase Agreement between Benton County and IKON Office Solutions passed in County Resolution No. 11-550 on August 30, 2011.

Vendor: IKON Office Solutions

PO BOX 650073
Dallas, TX 75265

Joshua McCarty
(509) 205-4030

This addendum adds Line Item No. 5 to the Lease / Purchase agreement to run co-terminus with model MPC 3001 Serial # V9315601989.

Line	Model	Description	Term	Unit Price	Total Price
5	Model Ricoh MPC 3001SP Copy/Scan/Print/PS/StapleDOSS Auditor Office	Fax Option Type C5501; Super G3 Transceiver: Circuit: PSTN, PBX	56 months*	\$16.23**	\$908.88

*Additional fax accessory to run co-terminus with model MPC 3001 Serial# V9315601989

**Fax Accessory monthly \$16.23 includes installation/training

Deputy Prosecutor *Approval as to form*

Chairman, County Legislative Authority

IKON, Director of Finance

Robert Hansen
ADFO

b. Contract Amendment w/Lindstrom Construction
Known As Banlin Construction

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>02/28/12</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>R. Lukson</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

The Board approved a contract with Lindstrom Construction LLC per Resolution 2012-061 to replace a damaged metal girder beam located at the Benton County Fairgrounds. Lindstrom Construction LLC changed its entity name after commencement of the contract to Banlin Construction LLC.

SUMMARY

The Fairgrounds Dept. requests the Board execute an amendment to the contract to reflect the new name of Lindstrom Construction, LLC as "Banlin Construction LLC". All other provisions of the contract will remain the same.

RECOMMENDATION

Approve the resolution authorizing the Chairman to sign the Amendment to Contract.

FISCAL IMPACT

No additional fiscal impact.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AMENDMENT TO CONTRACT BETWEEN BENTON COUNTY AND LINDSTROM CONSTRUCTION CO., LLC NOW KNOWN AS BANLIN CONSTRUCTION, LLC; AMENDING RESOLUTION 2012-061

WHEREAS, per Resolution 2012-061 the Board of Commissioners signed a contract between Benton County and Lindstrom Construction Co., LLC to replace the damaged metal girder beam located at the Benton County Fairgrounds; and

WHEREAS, since the commencement of that contract Lindstrom Construction Co., LLC has changed its entity name to Banlin Construction, LLC, however, the UBI and federal tax ID numbers remain the same; and

WHEREAS, the Board of Benton County Commissioners desires to amend the contract to reflect the new entity name of Banlin Construction, LLC, however, all other provisions of the contract will remain the same; **NOW, THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached Amendment to Contract Between Benton County and Lindstrom Construction Co., LLC now known as Banlin Construction, LLC and amend Resolution 2012-061 to reflect the new entity name as Banlin Construction, LLC.

Dated this day of, 2012.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

AMENDMENT TO CONTRACT

This amendment to contract is made and entered into this ___ day of _____, 2012 by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington, 99350 (hereinafter "County") and Lindstrom Construction Co., LLC nka Banlin Construction, LLC (hereinafter "Contractor").

The parties entered into a Public Works Contract on January 31, 2012 by Resolution 2012-061 to provide all labor and materials to remove and replace the metal girder beam in Building 11 at the Benton County Fairgrounds.

Whereas, after the commencement of work at the Benton County Fairgrounds, Lindstrom Construction Co., LLC's entity name for doing business in the State of Washington was changed to Banlin Construction, LLC.

Whereas, this amendment to contract is necessary to reflect the name change of Lindstrom Construction Co., LLC to Banlin Construction, LLC. The parties agree that all other provisions of the contract shall remain in effect.

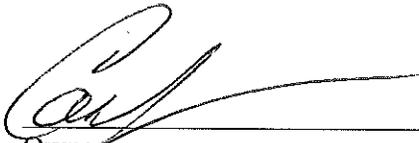
IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Amendment to Contract on behalf of the County and the Contractor has executed this Amendment on the day and year first above written.

BENTON COUNTY

BANLIN CONSTRUCTION, LLC

Chairman

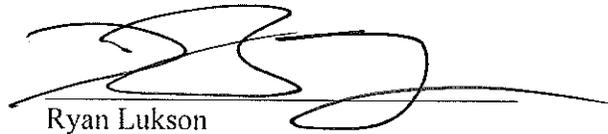
Date: _____



Owner

Date: 2/15/12

Approved as to form:



Ryan Lukson

Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>02/28/12</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 Fairgrounds pays irrigation taxes to Columbia Irrigation District each year.

SUMMARY

There is a shortfall in the line item for external property taxes and a line item transfer in the amount of \$294.00 is needed to pay the irrigation taxes.

RECOMMENDATION

Approve the resolution authorizing the line item transfer.

FISCAL IMPACT

Total taxes due - \$1,188.40

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FAIRGROUNDS OPERATING FUND NUMBER 0124-101, DEPARTMENT
NUMBER 000.

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

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Fairgrounds

Dept Nbr: 000

Fund Name: Fairgrounds Operating

Fund Nbr: 0124-101

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
575-400	4802	Repair/Maintenance	\$294	575-400	5301	External Property Taxes	\$294
TOTAL			\$294	TOTAL			\$294

Explanation: Transfer needed to pay for shortfall in line item for irrigation taxes on Fairgrounds property.

Prepared by: Cami McKenzie

Date: 16-Feb-2012

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FAIRGROUNDS O&M FUND NUMBER 0124-101, DEPARTMENT NUMBER 000.

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, File, LSK

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND THE TRI-CITIES RABBIT ASSOCIATION.

WHEREAS, the Tri-Cities Rabbit Association wishes to enter into an agreement for the purposes of renting Building 2 for a rabbit show on March 17, 2012 in the amount of \$1,159.00 plus \$250.00 damage/cleaning deposit and March 16, 2013 in an amount to be determined by the attached Lease Agreement; and

WHEREAS, compensation potentially represents a greater then 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy County Administrator recommends approving the Tri-Cities Rabbit Association Lease Agreement; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Lease Agreement between Benton County and the Tri-Cities Rabbit Association; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the attached Lease Agreement.

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **January 5, 2012**

LEASE AGREEMENT NUMBER: **10.12**

EVENT DATE(S): **March 17, 2012**
March 16, 2013

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Tri-Cities Rabbit Association, a Washington Non-Profit Corporation**

MAILING ADDRESS: **1308 Roberdeau St., Richland, WA 99352**

CONTACT: **Aggie Mowry, Director**

CELLULAR PHONE: **430-4204**

TIME OF THE EVENT: **8:00 am until 5:00 pm**

TYPE OF EVENT: **Rabbit Show**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND THE TRI-CITIES RABBIT ASSOCIATION.

WHEREAS, the Tri-Cities Rabbit Association wishes to enter into an agreement for the purposes of renting Building 2 for a rabbit show on October 13, 2012 in the amount of \$1,159.00 plus \$250.00 damage/cleaning deposit and November 13, 2013 in the amount to be determined by the attached Lease Agreement; and

WHEREAS, compensation potentially represents a greater then 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy County Administrator recommends approving the Tri-Cities Rabbit Association Lease Agreement; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Lease Agreement between Benton County and the Tri-Cities Rabbit Association; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the attached Lease Agreement.

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **January 5, 2012**

LEASE AGREEMENT NUMBER: **16.12**

EVENT DATE(S): **October 13, 2012**
November 2, 2013

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Tri-Cities Rabbit Association, a Washington Non-Profit Corporation**

MAILING ADDRESS: **1308 Roberdeau St., Richland, WA 99352**

CONTACT: **Aggie Mowry, Director**

CELLULAR PHONE: **430-4204**

TIME OF THE EVENT: **8:00 am until 5:00 pm**

TYPE OF EVENT: **Rabbit Show**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND WASHINGTON STATE UNIVERSITY FOR A 4H POULTRY SEMINAR.

WHEREAS, the Washington State University wishes to enter into an agreement for the purposes of renting Building 3 for a 4H poultry seminar on April 7, 2012 in the amount of \$400.00 plus \$250.00 damage/cleaning deposit; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy County Administrator recommends approving the Washington State University's Lease Agreement; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Lease Agreement between Benton County and the Washington State University; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the attached Lease Agreement.

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **February 6, 2012**

LEASE AGREEMENT NUMBER: **14.12**

EVENT DATE(S): **April 7, 2012**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 3**

LESSEE: **Washington State University, ("WSU")**

MAILING ADDRESS: **719 S Highland Dr., Kennewick, WA 99337**

CONTACT: **Leslie Linderoth-4H Leader**

CELLULAR PHONE: **509-308-0769**

TIME OF THE EVENT: **8:00 am – 5:00 pm**

TYPE OF EVENT: **4H Club Poultry Seminar**

ESTIMATED ATTENDANCE: **150**

SELLING TICKETS: YES NO

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between **WSU (LESSEE)** and **BENTON COUNTY, (LESSOR)**, a political subdivision of the State of Washington and operator of the Benton County Fairgrounds with its principal offices at 620 Market Street, Prosser, WA 99350.

1. EVENT

- a. **4H POULTRY SEMINAR IN BUILDING 3 ON APRIL 7, 2012 FROM 8:00 AM UNTIL 5:00 PM WITH AN ESTIMATED ATTENDANCE OF 150 PEOPLE, hereafter referred to as the EVENT.**

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings, grounds, equipment and services specified in the attached Exhibit "A" entitled "FEES AND DESCRIPTION OF BUILDINGS, GROUNDS, EQUIPMENT AND SERVICES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES" to hold the EVENT on April 7, 2012. In addition to this date, LESSEE desires and further agrees to lease the Facilities for move-in and/or move-out purposes on April 6-8, 2012. LESSEE WARRANTS THAT THE FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY AND IN SUPPORT OF THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of **\$650** (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than April 1, 2012. If the fee is not made by this date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in section 5 of this Agreement.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. Provided that all such walk-throughs shall be during regular business hours only, and may be by appointment only.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON
COUNTY AND WASHINGTON STATE UNIVERSITY FOR A RABBIT SHOW
FUNDRAISER.**

WHEREAS, the Washington State University wishes to enter into an agreement for the purposes of renting Building 3 for a rabbit show fundraiser on April 28, 2012 in the amount of \$591.00 plus \$250.00 damage/cleaning deposit and April 20, 2013 in the amount of \$608.73 plus \$250 damage/cleaning deposit; and

WHEREAS, compensation potentially represents a greater then 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy County Administrator recommends approving the Washington State University's Lease Agreement; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Lease Agreement between Benton County and the Washington State University; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the attached Lease Agreement.

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **January 5, 2012**

LEASE AGREEMENT NUMBER: **11.12**

EVENT DATE(S): **April 28, 2012**
April 20, 2013

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 3**

LESSEE: **Washington State University ("WSU")**

MAILING ADDRESS: **1308 Roberdeau St., Richland, WA 99352**

CONTACT: **Aggie Mowry, 4H Leader**

CELLULAR PHONE: **430-4204**

TIME OF THE EVENT: **7:00 am until 4:00 pm**

TYPE OF EVENT: **Rada Rabbits & Cavies 4H Club**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO

THIS LEASE (AGREEMENT) is entered into, effective upon the signature of both parties, between WSU (LESSEE) and BENTON COUNTY, (LESSOR), a political subdivision of the State of Washington and operator of the Benton County Fairgrounds with its principal offices at 620 Market Street, Prosser, WA 99350, for the purpose of leasing certain real property, located at the Benton County Fairgrounds, in order to hold an annual event every year until, and ending in, the year 2013, on the following dates:

April 28, 2012

April 20, 2013

1. EVENT

- a. **A RABBIT SHOW, FUND RAISER IN ON APRIL 28, 2012 AND APRIL 20, 2013 HELD IN BUILDING: 3 from 7:00 am until 4:00 pm with an estimated attendance of 200 people, hereafter referred to as the EVENT.**

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings, grounds, equipment and services specified in the attached Exhibit "A" entitled "FEES AND DESCRIPTION OF BUILDINGS, GROUNDS, EQUIPMENT AND SERVICES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES" to hold the EVENT on the dates listed in section 1 of this Lease. In addition to these dates, LESSEE desires and further agrees to lease the Facilities for move-in and/or move-out purposes on April 27-29, 2012, April 19-21, 2013. LESSEE WARRANTS THAT THE FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY AND IN SUPPORT OF THE EVENT.

3. PAYMENTS

In Consideration for the leased facilities to hold the EVENT, LESSEE agrees to the following.

- a. Pay LESSOR the FEE of \$841.00 (less damage/cleaning deposit if previously paid) for the year 2012 for use of the Facilities as detailed in section 2 of this lease. Payment shall be made no later than April 2, 2012.
- b. For the 2013 rental year, the annual lease payment shall be the 2012 building and equipment fees for use of the Facilities as detailed in section 2 of this lease increased by three percent (3.0%), in addition to all other fees and deposits listed in Exhibit "A". Payment shall be made no later than April 1, 2013.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Grant Agreement #2060-2012-LCC;</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Lourdes Counseling Center</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Lourdes Counseling Center recently obtained 10 trailer sites designed for housing mentally ill client's who are homeless or at risk of becoming homeless.

The new housing program will provide mentally ill client's with 12-18 month transitional living housing combined with a supported living program designed to develop independent living skills so that permanent housing can be maintained upon completion.

Lourdes Counseling Center is seeking funds to replace flooring, window blinds, and to purchase necessary items for the trailers.

SUMMARY

Award: Maximum consideration is \$23,796.00
Period: March 1, 2012 through February 28, 2013
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the resolution to accept the proposed grant agreement
- Approve the proposed grant agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a grant agreement amount of \$23, 796.00.

MOTION

To approve signing Grant Agreement #2060-2012-LCC with Lourdes Counseling Center, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2012-LCC TO FUND A FULL CONTINUUM OF BEHAVIORAL HEALTH SERVICES WITH BENTON COUNTY 2060 AFFORDABLE HOUSING FUNDS; BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND LOURDES COUNSELING CENTER

WHEREAS, Lourdes Counseling Center recently obtained ten trailer sites designed for housing mentally ill client's who are homeless or at risk of becoming homeless; and

WHEREAS, the new housing program is to provide mentally ill client's with 12-18 month transitional housing combined with a supported living program designed to develop independent living skills so that permanent housing can be maintained upon completion of the program; and

WHEREAS, Lourdes Counseling Center is seeking funds to replace flooring, window blinds and to purchase necessary items for the trailers; **NOW THEREFORE**,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2012-LCC, to fund a full continuum of behavioral health services with Benton County 2060 Affordable Housing funds; between Benton and Franklin Counties Department of Human Services and Lourdes Counseling Center; for a grant agreement amount of \$23,796.00; and

BE IT FURTHER RESOLVED, the term of the attached grant agreement commences on March 1, 2012 and ends on February 28, 2013.

Dated this . . . day of , 2012

Chair

Member

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

Attest: _____
Clerk of the Board

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2012-LCC

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), **Lourdes Counseling Center**, a private non-profit agency, with its principal offices at 1175 Carondelet Drive, Richland, WA 99352 (hereinafter "Recipient"), and together referred to as the "Parties."

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

Recipient Contact Representative:
Barbara Mead, Executive Director
Lourdes Counseling Center
1175 Carondelet Drive
Richland, WA 99352
Phone: 509-943-7200
Fax: 509-943-7206
E-Mail: bmead@lourdesonline.org

Agreement Start Date.....March 1, 2012
Agreement End Date.....February 28, 2013

Consideration \$23,796.00

Attachment A..... Project Description and Budget

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

For the Contractor:

Barbara Mead 2/12/2012
Executive Director Date

For Benton County:

Benton County Commissioners Date

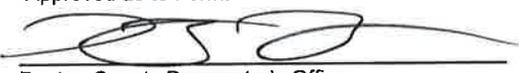
Attest: Clerk of the Board

Approved as to Content:



Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

IN CONSIDERATION OF PROMISES MADE HEREIN AND THE MUTUAL BENEFIT DERIVED THEREFROM, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SPECIFIC TERMS AND CONDITIONS

1. **PURPOSE:** The goal of LCC is to offer a full continuum of behavioral health services to our community. Lourdes recently obtained ten trailer sites designed for housing the mentally ill who are homeless or at risk of becoming homeless. The new housing program is to provide the mentally ill with 12-18 month transitional housing combined with a supported living program designed to develop each client's independent living skills so that permanent housing can be maintained upon completion of the program. LCC is seeking funds to replace flooring and window blinds and to purchase necessary items for the trailers.

1.1 CLIENT ELIGIBILITY REQUIREMENTS

- a. **Client Eligibility:** Only Benton or Franklin County residents who meet the income eligibility criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
- b. **Eligibility Verification and Documentation:** County residency and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.

1.2 COMPLIANCE WITH HIPPA: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

1.3 COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the Homeless Management Information System utilized by the County.

2. **USE OF PROCEEDS:** Grant funds disbursed pursuant to this Agreement will reimburse Recipient; residence owner often trailers located at 915 Elm Street, Pasco, WA. 99301, (the "Property") in an amount up to the following amounts:

- a. **\$23,796.00** for Rehabilitation and Repairs on ten trailer units located at 915 Elm, Pasco, WA 99301 the budgeted items in this category are expressed in Attachment A.

The maximum aggregate payment under this grant shall be **\$23,796.00** payable for such costs incurred between March 1, 2012 and February 28, 2013.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<p>Meeting Date:</p> <p>Subject: <u>Grant Agreement #2060-2012-DVSBF: between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>		<p>Consent Agenda <u> X </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>	

BACKGROUND INFORMATION

Domestic Violence Services of Benton and Franklin Counties operates a 24-hour emergency shelter and crisis line that annually serves an average of 350 homeless domestic violence victims and their children.

The funding requested is to provide on-site operational staff, operations and maintenance cost associated with facility operations, including: program supplies, insurance, and utilities.

Domestic Violence Services of Benton and Franklin Counties is requesting funding for three minor capital/rehabilitation projects as well.

SUMMARY

Award: Maximum consideration is \$116,891.00
Period: March 1, 2012 through February 28, 2013
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the resolution to accept the proposed grant agreement
- Approve the proposed grant agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a grant agreement amount of \$116,891.00.

MOTION

To approve signing Grant Agreement #2060-2012-DVSBF with Domestic Violence Services of Benton and Franklin Counties, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2012-DVSBF TO FUND THE 24-HOUR EMERGENCY SHELTER WITH BENTON COUNTY 2060 AFFORDABLE HOUSING FUNDS; BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES

WHEREAS, Domestic Violence Services of Benton and Franklin Counties operates a 24-hour emergency shelter and crisis line that annually serves an average of 350 homeless domestic violence victims and their children; and

WHEREAS, the funding requested is to provide on-site operational staff, operations, and maintenance cost associated with facility operations, including: program supplies, insurance, and utilities; and

WHEREAS, Domestic Violence Services of Benton and Franklin Counties is requesting funding for three minor capital/rehabilitation projects as well; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2012-DVSBF, to fund the 24-hour emergency shelter with Benton County 2060 Affordable Housing funds; between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties; for a grant agreement amount of \$116,891.00; and

BE IT FURTHER RESOLVED, the term of the attached grant agreement commences on March 1, 2012 and ends on February 28, 2013.

Dated this . . . day of, 2012

Chair

Member

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

Attest: _____
Clerk of the Board

IN CONSIDERATION OF PROMISES MADE HEREIN AND THE MUTUAL BENEFIT DERIVED THEREFROM, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SPECIFIC TERMS AND CONDITIONS

1. **PURPOSE:** DVS operates a 24-hours emergency shelter and crisis line that annually serves an average of 350 homeless victims of domestic violence and their children. The funding requested is to provide on-site operational staff, operations, and maintenance cost associated with facility operations, including: program supplies, insurance, and utilities. In addition DVS is requesting funding for three minor capital/rehabilitation projects.

1.1 CLIENT ELIGIBILITY REQUIREMENTS

- a. **Client Eligibility:** Only Benton or Franklin County residents who meet the income eligibility criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
- b. **Eligibility Verification and Documentation:** County residency and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.

1.2 CLIENT FILES: All client files shall include:

- a. Client intake/evaluation, including goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved. Plans shall include, at a minimum, the signature of the client and agency staff.
- b. Progress notes written describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and includes dates, duration of service, and the staff's name. Notes shall be legible.
- c. Correspondence related to each client; and verification and documentation of client's eligibility for residency, and income.

1.3 COMPLIANCE WITH HIPPA: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

1.4 COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the Homeless Management Information System utilized by the County.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: Subject: <u>Grant Agreement #2060-2012-TIR;</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Therapeutic Innovations and Recovery</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____	

BACKGROUND INFORMATION

The purpose of this grant agreement is to fund the Homeless Drop In Center and Day Shelter known as "Ken and Teresa's Place" which will provide outreach, prevention, case management, and recovery skills based on individual needs.

The goal of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness.

The delay in execution is a result of grant agreement negotiations and the legal review process.

SUMMARY

Award: Maximum consideration is \$30,000.00
Period: February 1, 2012 through January 31, 2013
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

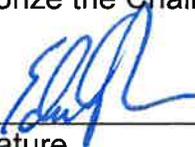
- Sign the resolution to accept the proposed grant agreement
- Approve the proposed grant agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a grant agreement amount of \$30,000.00

MOTION

To approve signing Grant Agreement #2060-2012-TIR with Therapeutic Innovations and Recovery, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2012-TIR TO FUND THE HOMELESS DROP IN CENTER AND DAY SHELTER KNOWN AS "KEN AND TERESA'S PLACE" WITH BENTON COUNTY 2060 AFFORDABLE HOUSING FUNDS; BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THERAPEUTIC INNOVATIONS AND RECOVERY

WHEREAS, the Homeless Drop In Center and Day Shelter known as "Ken and Teresa's Place" will provide outreach, prevention, case management, and recovery skills based on individual needs; and

WHEREAS, hygiene and laundry facilities will be available along with transportation/bus tokens, support services, and advocacy; and

WHEREAS, the goals of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2012-TIR to fund the Homeless Drop in Center and Day Shelter known as "Ken and Teresa's Place" with Benton County 2060 Affordable Housing funds; between Benton and Franklin Counties Department of Human Services and Therapeutic Innovations and Recovery. The Benton County 2060 Affordable Housing funds will be applied to shelter operations and rehabilitation; for a grant agreement amount of \$30,000.00; and

BE IT FURTHER RESOLVED, the term of the attached grant agreement commences on February 1, 2012 and ends on January 31, 2013.

Dated thisday of, 2012

Chair

Member

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

Attest: _____
Clerk of the Board

IN CONSIDERATION OF PROMISES MADE HEREIN AND THE MUTUAL BENEFIT DERIVED THEREFROM, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SPECIFIC TERMS AND CONDITIONS

1. **PURPOSE:** The Homeless Drop In Center and Day Shelter known as "Ken and Teresa's Place" will provide outreach, prevention, case management, and recovery skills based on individual needs. Hygiene and laundry facilities will be available along with transportation/bus tokens, support services, and advocacy. The goal of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness. The funding will be applied to shelter operations and rehabilitation.

1.1 CLIENT ELIGIBILITY REQUIREMENTS

- a. **Client Eligibility:** Only Benton or Franklin County residents who meet the income eligibility criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
- b. **Eligibility Verification and Documentation:** County residency and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.

1.2 CLIENT FILES: All client files shall include:

- a. Client intake/evaluation, including goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved. Plans shall include, at a minimum, the signature of the client and agency staff.
- b. Progress notes written which describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include dates, duration of service, and the staff's name. Notes shall be legible;
- c. Correspondence related to each client; and verification and documentation of client's eligibility for residency, and income.

1.3 COMPLIANCE WITH HIPPA: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

1.4 COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the Homeless Management Information System utilized by the County.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: Subject: Grant Agreement #2060-2012-MFP: between Benton and Franklin Counties Department of Human Services and My Friend's Place Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____	

BACKGROUND INFORMATION

The purpose of this grant agreement is to fund My Friend's Places' overnight youth shelter that was created from a growing concern about homeless teens within our community.

The goals of the youth shelter is to help young people avoid or leave streets by re-uniting families, supplying survival necessities, finding safe homes, teach self-sufficiency and offer hope and support.

The delay in execution is a result of grant agreement negotiations and the legal review process.

SUMMARY

Award: Maximum consideration is \$38,490.00
Period: February 1, 2012 through January 31, 2013
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the resolution to accept the proposed grant agreement
- Approve the proposed grant agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a grant agreement amount of \$38,490.00

MOTION

To approve signing Grant Agreement #2060-2012-MFP with My Friend's Place, and to authorize the Chair to sign of behalf of the Board.



Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

**RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2012-MFP TO
FUND THE OVERNIGHT YOUTH SHELTER WITH BENTON COUNTY 2060
AFFORDABLE HOUSING FUNDS; BETWEEN BENTON AND FRANKLIN
COUNTIES DEPARTMENT OF HUMAN SERVICES AND MY FRIEND'S
PLACE**

WHEREAS, My Friend's Place is an overnight youth shelter that has been created from a growing concern about homeless teens within our community; and

WHEREAS, My Friend's Place will serve youth ages thirteen to seventeen; young adults ages eighteen to twenty-one who may utilize educational support, meal services and other approved activities and services, but are not eligible to spend the night at the shelter; and

WHEREAS, the goals of the youth shelter is to help young people avoid or living on the streets by re-uniting families, supplying survival necessities, finding safe homes, teach self-sufficiency and offer hope and support; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2012-MFP to fund the overnight youth shelter with Benton County 2060 Affordable Housing funds; between Benton and Franklin Counties Department of Human Services and My Friend's Place; for a grant agreement amount of \$38,490.00; and

BE IT FURTHER RESOLVED, the term of the attached grant agreement commences on February 1, 2012 and ends on January 31, 2013.

Dated this . . . day of , 2012

Chair

Member

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

Attest: _____
Clerk of the Board

IN CONSIDERATION OF PROMISES MADE HEREIN AND THE MUTUAL BENEFIT DERIVED THEREFROM, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SPECIFIC TERMS AND CONDITIONS

1. **PURPOSE:** My Friend's Place is an overnight youth shelter. The goals of the youth shelter is to help young people avoid or leave streets by re-uniting families, supplying survival necessitates, finding safe homes, teach self-sufficiency and offer hope and support. My Friend's Place is a new shelter and has been created from a growing concern about homeless teens within our community. My Friend's Place will serve youth ages thirteen to seventeen years of age. Young adults age eighteen to twenty-one may utilize educational support, meal services and other approved activities and services but are not eligible to spend the night at the shelter. The 2060 funds will provide shelter supplies such as food, rehabilitation to provide new doors, new HVAC and will pay for two-thirds of the required down payment on the building.

1.1 CLIENT ELIGIBILITY REQUIREMENTS

- a. **Client Eligibility:** Only Benton or Franklin County residents who meet the income eligibility criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
- b. **Eligibility Verification and Documentation:** County residency and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.

1.2 CLIENT FILES: All client files shall include:

- a. Client intake/evaluation, including goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved. Plans shall include, at a minimum, the signature of the client and agency staff.
- b. Progress notes written which describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include dates, duration of service, and the staff's name. Notes shall be legible;
- c. Correspondence related to each client; and verification and documentation of client's eligibility for residency, and income.

1.3 COMPLIANCE WITH HIPPA: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

1.4 COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: <u>Agreement #2011/2013-HEN-TSA with The Salvation Army and Benton and Franklin Counties Department of Human Services; Rescinding Benton County Resolution No. 11-767</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with The Salvation Army to provide Essential Needs, Rent and Utility Payments to Medical Care Services recipients.

The purpose of the Housing and Essential Needs Grant is limited to providing rental assistance, utility assistance and essential needs for Medical Care Services recipients as determined by the Department of Social and Health Services (DSHS).

The Agreement process was initiated on September 21, 2011; the delay in execution is a result of the legal review process, and Washington State Department of Commerce releasing the Housing and Essential Needs Grant Agreement on September 15, 2011.

The Agreement signed on December 6, 2011 contained errors in the document, and as a result Benton County Resolution No. 11-767 is hereby rescinded.

SUMMARY

Award: Maximum consideration for this grant is \$68,796.00
Period: October 1, 2011 through June 30, 2013
Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of \$68,796.00.

MOTION

To approve signing Agreement #2011/2013-HEN-TSA with The Salvation Army, and to authorize the Chair to sign on behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT# 2011/2013-HEN-TSA TO
PROVIDE HOUSING AND ESSENTIAL NEEDS SERVICES BETWEEN THE
SALVATION ARMY AND BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES; RESCINDING BENTON COUNTY
RESOLUTION NO. 11-767**

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with The Salvation Army to provide Essential Needs, Rent and Utility Payments for Medical Care Services recipients; and

WHEREAS, the Housing and Essential Needs Grant funds are limited to providing rental assistance, utility assistance and essential needs for Medical Care Services recipients as determined by the Department of Social and Health Services; and

WHEREAS, the Agreement process was initiated on September 21, 2011; the delay in execution is a result of the legal review process, and Washington State Department of Commerce releasing the Housing and Essential Needs Grant Agreement on September 15, 2011; and

WHEREAS, the Agreement signed on December 6, 2011 contained errors in the document;
NOW THEREFORE;

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement# 2011/2013-HEN-TSA to provide Essential Needs, Rent and Utility Payments for Medical Care Services recipients between The Salvation Army and Benton and Franklin Counties Department of Human Services for a maximum consideration of \$68,796.00; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2011 and ends on June 30, 2013.

BE IT FURTHER RESOLVED, Benton County Resolution No. 11-767 is hereby rescinded.

Dated this.....day of, 2012

Dated this.....day of, 2012

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #2011/2013-HEN-TSA**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **The Salvation Army**, a private non-profit agency, with its principal offices 310 N. 4th Ave., Pasco, WA 99301 (hereinafter "Grantee").

Counties Contact Information:

Edward Thornbrugh, Administrator
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: edt@gov.wa.co.benton-franklin.us

Grantee Contact Information:

Major Julio Vasquez, Executive
The Salvation Army
310 N. 4th Ave
Pasco, WA 99301
Phone: 509.547.2138
E-Mail: Julio.Vasquez@usw.salvationarmy.org

Agreement Start Date..... October 1, 2011

Agreement End Date (unless terminated sooner as set forth herein this Agreement) June 30, 2013

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration \$68,796.00

Attachments incorporated into this Agreement:

Attachment A-Scope of Work, Attachment B-Budget
Attachment C-Department of Commerce Program Guidelines

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

For the Contractor: **The Salvation Army, a California corporation**



VICTOR R. DOUGHTY Treasurer

Attest:  Date FEB - 6 2012

Michael J. Woodruff, Secretary

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

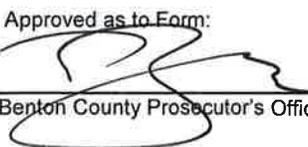
For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

Approved as to Form:


Franklin County Prosecutor's Office

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1. GRANT MANAGEMENT

- The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.
- The Representative for COUNTIES and their contact information are identified on the Face Sheet of this Grant.
- The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

1.1. **Compensation:** BFDHS shall pay an amount not to exceed the amount shown in the Budget (Attachment B) on the Grant face sheet for the performance of all things necessary for or incidental to the performance of the obligations of the Grant.

1.2. **Eligible Funds:** Funding awarded under this Grant may only be used for eligible activities and expenses described in the Scope of Work (Attachment A).

1.3. **Prohibitions:** The Grantee shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

1.4. **Billing Procedures and Payment:** The COUNTIES will pay Grantee upon acceptance of services provided and receipt of properly completed BFDHS invoices, which shall be submitted to the COUNTIES by the tenth day of each month.

1.5. **Insurance:**

- The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the COUNTIES should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Grantee, or agents of either, while performing under the terms of this Agreement.
- The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington and the COUNTIES, its agents, officers, and employees as additional insured's under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give the COUNTIES thirty (30) calendar days advance notice of any insurance cancellation or modification.
- The Grantee shall submit to the COUNTIES a certificate(s) of insurance with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. The Grantee shall also submit certificates of renewal with endorsements.
- The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

1.5.1. **Commercial General Liability Insurance Policy:** Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 2-28-12 F/C 3-7-12	Executive Contract	PUBLIC HEARING
SUBJECT: Parent Pay Fee Schedule	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Toni Lehman	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Board of Benton County Commissioners and the Board of Franklin County Commissioners have established parent/guardian fees for detention services and diversion services. The current fee schedule needs to be updated to reflect actual costs for detention and costs associated with change in services for diversion. The fee schedule has not been updated since 2005.

SUMMARY

Effective April 1, 2012, parent pay fees for detention costs will change to a daily fee of a maximum of \$200.00 per day. Based on statute the parent/guardian ability to pay will be evaluated by the court in ordering detention. Diversion fees for Diversion Agreements or referral to a diversion counselor will now be \$75.00

RECOMMENDATION

We recommend that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the resolution setting parent pay fees to \$200.00 per day for detention services and setting diversion fees of \$75.00 per signed Diversion Agreement for youth referred to a community accountability board or diversion counselor to be effective April 1, 2012.

FISCAL IMPACT

The increase in fees is anticipated to increase revenue. We will be better able to evaluate the increase after the first six months experience with the changed fee schedule.

MOTION

I move that the Board of Benton County Commissioners and the Board of Franklin County Commissioners approve and sign the resolution setting parent pay fees of up to \$200.00 per day for detention services and setting Diversion fees of \$75.00 per signed Diversion Agreement or referral to a diversion counselor to be effective April 1, 2012.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF SETTING JUVENILE FEES FOR SERVICE (PARENT PAY) FOR
BENTON AND FRANKLIN COUNTIES – RESCINDING BENTON COUNTY
RESOLUTION 05-738 AND FRANKLIN COUNTY RESOLUTION 2005-487
EFFECTIVE MARCH 31, 2012 AND ADOPTING A NEW FEE SCHEDULE
EFFECTIVE APRIL 1, 2012.**

WHEREAS, RCW 13.16.085 and RCW 13.40.2.20, authorizes the court to order parents and/or guardians of juveniles who are placed in detention to pay for the costs of detention, and

WHEREAS, the actual cost of detention of a juvenile in Benton-Franklin Counties Juvenile Justice Center is in excess of \$150.00 per day, and

WHEREAS, the State of Washington, pursuant to RCW 13.40.085, has determined that parents/legal guardians are responsible, and will be billed based on the parent's and/or legal guardian's ability to pay, at the discretion of the Juvenile Court Administrator, for the administration and operation of diversion services, and

WHEREAS, the Bi-County Resolution 05-738 (Benton) and 2005-487 (Franklin) addressing the fees to parents for detention costs and diversion needs to be updated, and

WHEREAS, the Boards agreed per Bi-County Resolution 96-766 (Benton) and 97-003 (Franklin) that the revenues generated by these fees shall be placed into Department 173, Revenue Code 342-70-0002 – Parent Pay Program, (formerly Department 196) **NOW, THEREFORE,**

BE IT HEREBY RESOLVED, by the Boards of Benton and Franklin County Commissioners, that Benton County Resolution 05-738 and Franklin County Resolution 2005-487 are hereby rescinded effective March 31, 2012 and,

BE IT FURTHER RESOLVED that as of April 1, 2012 fees from parents and/or guardians will be imposed as follows:

Detention fees will be assessed to and collected from parents and/or guardians up to \$200.00 per day based on the Court's determination of the parent's and/or guardian's ability to pay and in accordance with RCW 13.16.085, RCW 13.40.220, and RCW 36.18.190. Parents who are the victims of the offense will not be assessed detention costs for detention time ordered at Disposition.

Diversion fees of \$75.00 per signed Diversion Agreement will be assessed in accordance with RCW 13.40.085 for youth referred to a community accountability board or diversion counselor and diversion fees of \$50.00 will be assessed in accordance with RCW 13.40.085 for an educational clinic provided by the Juvenile Court for youth who participate in such an education clinic in fulfillment of a Diversion Counsel and Release Agreement or a Diversion Agreement.

DATED this 28th day of February 2012.

DATED this 7th day of March 2012.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Member

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

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

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

DATED this _____ day of February, 2012

Chairman of Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract	Consent Agenda <u>xx</u>
MEETING DATE: B/C 02-28-12	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Line Item Transfer	Pass Ordinance	1st Discussion
Prepared By: Jennifer Bowe	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

BACKGROUND INFORMATION

This line item transfer is requesting to move \$12,772 from Professional Services line item 4103 to the Capital Outlay line item 6401. Pat Powell, Benton County Auditor's Office determined that repairs to the existing detention intercom system should have been coded to Capital Outlay to more accurately reflect line item descriptions in the BARS Manual. This line item is necessary to cover the expenditure.

SUMMARY

This line item transfer shifts dollars from line item 4103 'Professional Services' to line item 6401 'Capital Outlay'.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County sign the Resolution authorizing the line item transfer.

FISCAL IMPACT

There is no fiscal impact. The budget amount is included in the approved Juvenile Operations Department 171 budget.

MOTION

I move that the Boards of Commissioners of Benton County sign the Resolution for Line Item Transfer.

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: **February 14, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Attorney Richard Johnston had a Superior Court public defense contract in 2010. Near the end of the year, because of health reasons, he decided to discontinue his public defense contract work. At the same time, renewal contracts for the 2011-2013 period, were circulated to Superior Court public defenders. Upon receiving his, attorney Johnston returned it to this office, indicating that he was not healthy enough to continue work. Forgetting that he had actually signed a contract earlier in 2010 (after returning from a hiatus) that expired on December 31, 2012, and was therefore not part of the same renewal cycle as all the rest of the attorneys, the matter was treated as closed with attorney Johnston's decision to not sign the renewal contract.

SUMMARY

For contract accountability reasons, it is necessary to close out attorney Johnston's 2010-2012 contract effective December 31, 2010 pursuant to his written request to do so.

RECOMMENDATION

Approve resolution terminating attorney Richard Johnston's professional services agreement effective December 31, 2010.

ANTICIPATED FISCAL IMPACT

None. This resolution effectuates an agreed upon and acted upon contract termination for administrative and accountability reasons.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF TERMINATING THE PROFESSIONAL SERVICES AGREEMENT WITH
ATTORNEY RICHARD F JOHNSTON FOR PUBLIC DEFENSE SERVICES.**

WHEREAS, Benton County contracts with private defense attorneys to provide legally mandated public defense services in Benton County Superior Court; and

WHEREAS, during calendar year 2010, Benton County had a professional services agreement with attorney Richard Johnston for such public defense services; and

WHEREAS, in the end of calendar year 2010 attorney Johnston became ill and desired to end his contractual obligations effective December 31, 2010; and

WHEREAS, during the latter part of calendar year 2010 renewal contracts for all Benton County Superior Court defense attorneys (for the period of 2011-2013) were in the process of being signed and attorney Johnston simply returned his renewal contract, stating that it was his intention to be done by December 31, 2010 and both parties acting under the understanding that this failure to sign the new contract therefore terminated his contractual relationship with Benton County; and

WHEREAS, both parties overlooked the fact that attorney Johnston was on a different contract renewal cycle (as a result of returning to the defense panel after a hiatus and signing a new contract at the beginning of 2010) and therefore his contract did not actually expire until December 31, 2012; and

WHEREAS, attorney Johnston clearly desired to terminate his contract effective December 31, 2010 and has re-confirmed this desire in writing (attached);

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement between Benton County and attorney Richard Johnston, designated BCSC1012RFJ001, be terminated, as requested by attorney Johnston, effective December 31, 2010.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

**Attest:
Clerk of the Board**

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

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

Requested meeting date: **February 21, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Denise Gerry**
Reviewed by: **Denise Gerry**

BACKGROUND INFORMATION

The Office of Public Defense has taken on additional responsibilities relating to Staff Attorney Sheridan's assignment of felony cases (so that she can be trained up to eventually handle, in-house, homicide cases that are currently being paid on an hourly basis). This has resulted in a situation where Office Manager Gerry is needing additional assistance to ensure that the combination of administrative, office management and attorney support duties do not exceed the support capacity in the office. The transferred funds are for continued temporary help from part time legal assistant Mary Burke who has been assisting this office very well in 2011.

SUMMARY

A line item transfer in the amount of \$5,000 is requested from the Superior Court Miscellaneous Professional Services to Temporary Help Services and \$765 from the Superior Court Miscellaneous Professional Services to Social Security (FICA).

RECOMMENDATION

Execute resolution as presented

ANTICIPATED FISCAL IMPACT

None. There should be a sufficient surplus between the Superior Court Miscellaneous Professional Services line item and the Superior Court Indigent Defense line item to cover this transfer.

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 136.

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, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense Dept Nbr: 136
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept.000 TRANSFER TO: Dept.000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.819	4103	Professional Services	\$5,000	512.814	1905	Temporary Help	\$5,000
512.819	4103	Professional Services	\$765	512.814	2102	Social Security (FICA)	\$765
TOTAL			\$5,765	TOTAL			\$5,765

Explanation:

The Office of Public Defense has taken on additional responsibilities relating to Staff Attorney Sheridan's assignment of felony cases (so that she can be trained up to eventually handle, in-house, homicide cases that are currently being paid on an hourly basis). This has resulted in a situation where Office Manager Gerry is needing additional assistance to ensure that the combination of administrative, office management and attorney support duties do not exceed the support capacity in the office. The transferred funds are for continued temporary help from part time legal assistant Mary Burke who has been assisting this office very well in 2011.

Prepared by: Denise Gerry Date: 10-Feb-2012
 Approved Denied Date: _____

_____ Chairman
 _____ Member
 _____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 2/28/12 Subject: Employee of the Month Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Approval of Employee of the Month for March 2012.

SUMMARY

Same as above.

RECOMMENDATION

Request signatures approving Employee of the Month for March 2012.

FISCAL IMPACT

No fiscal impact.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 2/28/12 Subject: Line Item Transfer Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution	_____ <u> X </u>	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Please see attachment A.

SUMMARY

Please see attachment A.

RECOMMENDATION

Request the resolution be signed.

FISCAL IMPACT

No fiscal impact.

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 0000101, DEPARTMENT NUMBER 127.

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: Personnel Dept Nbr: 127

Fund Name: Current Expense Fund Nbr: 0000101

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
516.100	1734	Office Manager	\$5,000	516.100	1905	Temporary Help	\$5,000
TOTAL			\$5,000	TOTAL			\$5,000

Explanation:
 Personnel Resources has had a vacancy as of November 2011. Because of the volume of work generated from open enrollment, position vacancies, etc., Personnel Resources is in need of temporary administrative help to assist with general office functions.

Prepared by: Melina Wenner Date: 16-Feb-2012

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BITUMINOUS SURFACE TREATMENT 2012- CE 1952 PRES

WHEREAS, a call for bids was advertised for Bituminous Surface Treatment 2012 - CE 1952 PRES; and

WHEREAS, bids were received and opened on January 30, 2012; and

WHEREAS, bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by Columbia Asphalt & Gravel, Inc., Yakima, Washington - COLUMI*221Q2; and

WHEREAS, the County Engineer recommends award of the bid to Columbia Asphalt & Gravel, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for Bituminous Surface Treatment 2012 - CE 1952 PRES be awarded to Columbia Asphalt & Gravel, Inc., Yakima, Washington in the amount of \$1,379,168.00.

Dated this 28th day of February, 2012.

Chairman

Chairman Pro-Tem

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

Attest: _____
Clerk of the Board

MJB:LJM:slc
L. Moser

PROJECT: CE 1952 PRES - B S T 2012

LOCATION: BENTON COUNTY
 LET BY: BOARD OF COUNTY COMMISSIONERS
 DATE: January 30, 2012; 2:00 p.m., Local Time

COLUMBIA ASPHALT &
 GRAVEL, INC.
 P O Box 9337
 Yakima WA 98909

CENTRAL WASHINGTON
 ASPHALT, INC.
 P O Box 939
 Moses Lake WA 98837

INTERMOUNTAIN SLURRY
 SEAL, INC.
 1120 Terminal Way
 Reno NV 98502

INTERNATIONAL SURFACING
 SYSTEMS
 P O Box 980430
 Sacramento CA 95798

BLUE LINE TRANSPORTATION
 2606 North Newark Street
 Portland OR 97217

ENGINEER'S
 ESTIMATE

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT						
BITUMINOUS SURFACE TREATMENT 3/8" to #10 BENTON COUNTY ROADS															
1	ASPHALT CRS-2P	1,472.00	TON	630.00	927,360.00	710.00	1,045,120.00	810.00	1,192,320.00	609.00	896,448.00			665.00	978,880.00
2	MINERAL AGGREGATE FROM STOCKPILE SITE SP-102 FOR B.S.T. (3/8" TO #10)	8,125.00	C.Y.	20.00	162,500.00	18.00	146,250.00	10.00	81,250.00	63.00	511,875.00			12.50	101,562.50
3	MINERAL AGGREGATE FROM STOCKPILE SITE SP-139 FOR B.S.T. (3/8" TO #10)	1,970.00	C.Y.	20.00	39,400.00	17.00	33,490.00	10.00	19,700.00	63.00	124,110.00			12.50	24,625.00
4	PAINTED SKIP STRIPE YELLOW	35.71	MILE	205.00	7,320.55	150.00	5,356.50	157.50	5,624.33	158.00	5,642.18			120.00	4,285.20
5	PAINTED SOLID STRIPE YELLOW	37.59	MILE	321.00	12,066.39	300.00	11,277.00	315.00	11,840.85	315.00	11,840.85			320.00	12,028.80
6	PAINTED SOLID STRIPE WHITE	22.40	MILE	321.00	7,190.40	300.00	6,720.00	315.00	7,056.00	315.00	7,056.00			320.00	7,168.00
7	TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	91,150.00	Lump Sum	50,000.00	Lump Sum	75,000.00	Lump Sum	53,200.00			Lump Sum	61,550.00
8	SPILL PREVENTION, CONTROL and COUNTER MEASURES (SPCC) PLAN	Lump Sum	L.S.	Lump Sum	1,500.00	Lump Sum	100.00	Lump Sum	1,000.00	Lump Sum	2,500.97			Lump Sum	500.00
TOTAL BENTON COUNTY ROADS					1,248,487.34		1,298,313.50		1,393,791.18		1,612,673.00				1,190,599.50
BITUMINOUS SURFACE TREATMENT 3/8" to #10 CITY OF PROSSER STREETS															
9	ASPHALT CRS-2P	116.00	TON	610.00	70,760.00	710.00	82,360.00	810.00	93,960.00	609.00	70,844.00			670.00	77,720.00
10	FURNISH AND PLACE MINERAL AGGREGATE FOR B.S.T. (3/8" to #10)	800.00	C.Y.	50.00	40,000.00	38.00	30,400.00	20.00	16,000.00	92.00	73,600.00			32.00	25,600.00
11	PAINTED SKIP STRIPE YELLOW	5.02	MILE	218.00	1,094.36	150.00	753.00	157.00	788.14	158.00	793.16			250.00	1,255.00
12	PAINTED SOLID STRIPE YELLOW	2.30	MILE	226.00	519.80	325.00	747.50	341.25	784.88	342.00	786.60			500.00	1,150.00
13	PAINTED SOLID STRIPE WHITE	1.10	MILE	321.00	353.10	325.00	357.50	341.25	375.38	342.00	376.20			500.00	550.00
14	PAINTED 6 INCH LANE LINE WHITE	588.00	L.F.	0.30	176.40	0.50	294.00	0.53	311.64	0.53	311.64			2.00	1,176.00
15	PAINTED STOP LINE 2' x 10'	220.00	L.F.	0.75	165.00	1.00	220.00	1.05	231.00	2.00	440.00			5.00	1,100.00
16	PAINTED CROSSWALK LINE 2' x 8'	2,768.00	S.F.	1.15	3,183.20	1.00	2,768.00	1.05	2,906.40	1.10	3,044.80			1.50	4,152.00
17	PAINTED TRAFFIC ARROW	61.00	EA	49.00	2,989.00	35.00	2,135.00	36.75	2,241.75	37.00	2,257.00			55.00	3,355.00
18	TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	11,440.00	Lump Sum	4,500.00	Lump Sum	20,000.00	Lump Sum	18,000.00			Lump Sum	10,000.00
TOTAL CITY OF PROSSER					130,680.86		124,535.00		137,599.18		170,254.00				126,058.00
GRAND TOTAL					1,379,168.20		1,422,848.50		1,531,390.36		1,782,927.00				1,316,657.50

NON RESPONSIVE BID

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		u. Contract w/Stratton Surveying & Mapping for Short Plat Services	
Meeting Date :	Feb. 28, 2012	Execute Contract :	X	Consent Agenda :	X
Subject :	Contract	Pass Resolution :	X	Public Hearing :	
Prepared by :	SWB	Pass Ordinance :		1st Discussion :	
Reviewed by :		Pass Motion :	X	2 nd Discussion :	
		Other :		Other :	

BACKGROUND INFORMATION

In September, 2011, the Benton County Mosquito District contacted Public Works to see if there was a possibility of leasing a portion of the Prosser Maintenance Yard to allow them to construct a building to store their vehicles and equipment in at night. We located a site for the building and began preparing a lease but were subsequently informed by the Prosecuting Attorney's Office that it was illegal to lease land within a parcel of property unless you were leasing the entire parcel. It was a violation of both an RCW and Benton County Code.

It was determined that we could short plat our property and lease the District one lot. We are requesting that Stratton Surveying, the company that did the original survey of the property prior to our purchase of the property be contracted to short plat the property. If the contract is approved and the property short platted, next year we will request that the comprehensive plan be amended and that our property be rezoned industrial. We are currently required to create lots of 5 acres or more. This is larger than the District wants or needs. By rezoning, and by the use of boundary line adjustments, we can then reduce the lot to a size they want.

SUMMARY

The Mosquito District has been informed of the route we need to proceed on to allow them to lease a portion of the property. They have agreed verbally to refund the County its expenses. They have opened bids and are ready to proceed following notification of approval to short plat by the County.

RECOMMENDATION

It is our recommendation that the Professional Services Contract be approved and Stratton Surveying be contracted to short plat the Prosser Maintenance Yard into two lots, one being five acres to be used for the Mosquito District building and the remaining lot to be 15 acres.

FISCAL IMPACT

Cost of the short plat is estimated at \$2,100.00. Future cost of the comprehensive plan change, rezone and boundary line adjustment is estimated at \$900.00. The Mosquito District has agreed to pay these costs.

MOTION

Move to approve as a part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PROFESSIONAL SERVICES CONTRACT WITH STRATTON SURVEYING & MAPPING, PC

WHEREAS, The Benton County Mosquito District has made a request to lease a portion of the Prosser Maintenance Yard, located North of Prosser on Hinzerling Road, for the purpose of constructing a building within a secured area to store their maintenance vehicles, and

WHEREAS, Public Works and the Mosquito District have selected a site for the building, however, to lease the land to the Mosquito district, the property must first be short platted into two lots, and

WHEREAS, Stratton Surveying and Mapping, PC, Kennewick, Washington, performed the original survey of the property prior to purchase of the site now known as the Prosser Maintenance Yard, and

WHEREAS, Public Works is recommending that Professional Services Contract be contracted to short plat the Prosser Maintenance Yard, and

WHEREAS, a Professional Services Contract having been signed by Stratton Surveying and Mapping, PC and having been Approved as to Form by the Prosecuting Attorney's Office, NOW, THEREFORE,

BE IT RESOLVED that the Professional Services Contract between Benton County and Stratton Surveying and Mapping, PC to short plat the Prosser Maintenance Yard be approved and the Chairman of the Board is hereby authorized to sign said contract.

Dated this 28th day of February 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Steve Becken, Pub. Wks Mgr.

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and STRATTON SURVEYING & MAPPING, PC, with its principal offices at 7525 West Deschutes Place, Unit 1 C, Kennewick, WA 99336 hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of this agreement and the following exhibit, which is incorporated herein by this reference:

- a. Exhibit A – Contractors 2012 Hourly Rates

2. **DURATION OF CONTRACT**

The term of this Contract shall begin February 13, 2012 and shall expire on December 31, 2012. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. **SERVICES PROVIDED**

The CONTRACTOR agrees to perform the following services:

- 1. The CONTRACTOR agrees to provide "as needed" general surveying services for purpose of short platting property identified as Parcel Number 1-2594-200-0001-001, commonly known as the Prosser Maintenance Yard located on Hinzerling Road North of Prosser, Washington.

All work shall be performed consistent with industry standard. 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. Individual jobs or work orders for surveying services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Prior to commencing work, CONTRACTOR shall provide COUNTY with a written estimate describing the hours of labor involved, the category of labor required, and the parts needed including prices thereof. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: February 28, 2012	Execute Contract	_____	Consent Agenda <u> X </u>
Subject: 2011 Annual Certification Report for the Federal Equitable Sharing Agreement	Pass Resolution	<u> X </u>	Public Hearing _____
	Pass Ordinance	_____	1st Discussion _____
	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____
Prepared by: J.Thompson			
Reviewed by:			

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff’s Office participates in the Federal Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably-shared with participating law enforcement agencies. Pursuant to this agreement the Benton County Sheriff’s Office is required to submit yearly the Federal Annual Certification Report.

The yearly Federal Annual Certification Report must be signed by the Benton County Sheriff and the Chairman of the Board of Benton County Commissioners.

RECOMMENDATION

The Board of Benton County Commissioners approve attached resolution authorizing the Chairman of the Board to sign, on behalf of the Board, the Federal Equitable Sharing Agreement and Certification including the 2011 Annual Certification Report.

FISCAL IMPACT

No fiscal impact to Current Expense (0000-101).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION INCLUDING THE 2011 ANNUAL CERTIFICATION REPORT

WHEREAS, the Benton County Sheriff's Office participates in the Federal Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably-shared with participating law enforcement agencies. Pursuant to this agreement the Benton County Sheriff's Office is required to submit yearly the Federal Annual Certification Report; and

WHEREAS, the yearly Federal Annual Certification Report must be signed by the Benton County Sheriff and the Chairman of the Board of Benton County Commissioners,
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, on behalf of the Board, the Federal Equitable Sharing Agreement and Certification including the 2011 Annual Certification Report.

Dated this _____ day of February, 2012.

Chairman of the Board

Member

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

Attest: _____

J. Thompson

CC: Sheriff's Office, Auditors Office



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A, page2)
 Prosecutor's Office
 Other (specify) _____

Agency Name: Benton County Sheriff's Office

NCIC/ORI/Tracking Number:

W	A	0	0	3	0	0	0	0
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Street Address: 7122 West Okanogan Place Bldg. A

City: Kennewick State: WA Zip: 99336

Contact: Title: Admin. Assistant First: Julie Last: Thompson

Contact: Phone: (509)735-6555 ext. 3273 E-mail: julie.thompson@co.benton.wa.us

- Same as Preparer: First: Julie Last: Thompson
 Contact Preparer: Phone: (509)735-6555 ext. 3273 E-mail: julie.thompson@co.benton.wa.us

Last Fiscal Year End: 12/31/2011 Agency Current Fiscal Year Budget: \$53,354,229.00

- New Participant: Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing <input type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$0.00	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>2/28/2012</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> x </u>
Subject:	Cascade Engineering (Sheriff)	Pass Resolution	<u> x </u>	Public Hearing	<u> </u>
Prepared by:	David V. C. Pettey	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	Keith Mercer	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION**SUMMARY**

The Sheriff's Office radar/LIDAR speed detectors need periodic diagnostics and recalibration in order to ensure proper performance.

RECOMMENDATION

The Sheriff's Office recommends entering into a personal service contract with Cascade Engineering Services, Inc. for diagnostics, recalibration, and N.I.S.T. traceable certification of radar and LIDAR Speed Measuring Devices (SMD's).

FISCAL IMPACT

Amount not to exceed \$6,000 not including WSST to be paid out of Current Expense (0000-101) for all Sheriff Departments (121, and 125). No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING CASCADE ENGINEERING SERVICES, INC. A PERSONAL SERVICE CONTRACT FOR DIAGNOSTICS, RECALIBRATION, AND N.I.S.T. TRACEABLE CERTIFICATION OF RADAR AND LIDAR SPEED MEASURING DEVICES FOR THE SHERIFF'S OFFICE

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

WHEREAS, the Sheriff's Office uses radar/LIDAR speed measuring devices for traffic enforcement throughout Benton County; and

WHEREAS, these devices require periodic diagnostic tests and recalibration in order to ensure proper performance; and

WHEREAS, the Sheriff's Office recommends entering into a personal service contract with Cascade Engineering Services, Inc. for diagnostics, recalibration, and N.I.S.T. traceable certification of radar and LIDAR Speed Measuring Devices (SMD's) for 2012 and 2013; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Cascade Engineering Services, Inc. in an amount not to exceed \$3,000.00 not including WSST per year; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached personal service contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences upon the signature of both parties and expires on December 31, 2013.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Cascade Engineering Services, Inc. with its principal offices at 6640 185th Avenue NE, Redmond, WA 98052 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions
- b. Exhibit "A" Scope of Work
- c. Exhibit "B" Compensation

2. DURATION OF CONTRACT

The term of this Contract shall begin upon the signature of both parties, and shall expire on December 31, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The diagnostics, recalibration and N.I.S.T traceable certification of Radar and LIDAR Speed Measuring Devices, (SMD). A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A" Scope of Work, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>February 28, 2012</u>	Execute Contract	<u>X</u>	Consent Agenda <u>X</u>
Subject: <u>DE-AC06-09RL14988 modification no. 21.</u>	Pass Resolution	<u>X</u>	Public Hearing _____
Prepared by: <u>Capt. Vannoy</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>Ryan Luskon, DPA</u>	Pass Motion	_____	2nd Discussion _____
<u>J.Thompson</u>	Other	_____	Other _____

BACKGROUND INFORMATION/ SUMMARY

D.O.E. is sub-contracting a job at the 100K area. As part of the safety plan for this contract, D.O.E. wants to use the Benton County Sheriffs' Office marine patrol for a river closure if needed. D.O.E has provided a modification to the existing D.O.E. / BCSO contract. This modification provides overtime funding for BCSO deputies who will be on "standby" at 200 east area during designated times from March 1 until September. There are a total of eight periods of work or "campaigns" during the six months of the contract and each campaign last between 96 to 108 hours. The contract modification also provides funding for truck rental for moving the boats.

RECOMMENDATION

Approve attached resolution authorizing the Chairman of the Board of Benton County, WA to sign the attached modification no 21 to contract DE-AC06-09RL14988.

FISCAL IMPACT

The contract modification provides \$208,084.80 for overtime and vehicle rental. The expenses relating to this contract modification will come out of (0000-101) Dept. 121 Sheriff Patrol's Budget. A supplement is required and will be done at a later date. Funding source is the contract DE-AC06-09RL14988 modification no. 21.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REQUESTING APPROVAL OF A CONTRACT MODIFICATION BETWEEN DEPARTMENT OF ENERGY AND THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office and Department of Energy have entered into a contract for law enforcement services beginning in 1993, the current contract number is DE-AC06-09RL14988; and

WHEREAS, the Department of Energy approached the Sheriff's Office with written modifications of the current contract to allow for extra patrol during the 100K Cold Vacuum Drying Facility campaigns; and

WHEREAS, the proposed modification for the additional services increase the amount of the FY 2012 contract obligation by \$208,084.80; and

WHEREAS, the Patrol Captain has reviewed the requirement of the additional services and recommends moving forward with the attached modification; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners approves the attached contract modification to the current contract between Benton County and Department of Energy, for law enforcement services on the Hanford Site and authorizes the Chairman of the Board to sign the attached modification no. 021 to contract DE-AC06-09RL14988.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Original: Sheriff's Office

J.Thompson

CC: Auditor Office

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM001096	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BENTON, COUNTY OF Attn: JULIE THOMPSON 7122 W. OKANOGAN PLACE BLDG. A KENNEWICK WA 993362341		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 083738997	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14988	10B. DATED (SEE ITEM 13) 12/18/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$480,184.56
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1, Changes-Fixed Price and 52.232-19, Availability of Funds for the Next Fiscal Year

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 91-6001296

DUNS Number: 083738997

DESCRIPTION:

This modification incorporates an updated scope of work to include River Closure Services for the Hanford Site in support of the 100K Cold Vacuum Drying Facility for 2012. Services provided by the contractor in support of this effort include:

1. Truck rental for 7 months at \$1,200/month for a total of \$8,400
 2. Deputy services for 2 campaigns of 4 deputies, 24/hours/day for 4 days at \$59.43/hour for a total of \$45,642.24
 3. Deputy services for 6 campaigns of 4 deputies, 24/hours/day for 4.5 days at \$59.43/hour
- Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>February 28, 2012</u> Subject: <u>Current Expense(0000-101) Dept. 120 Sheriff Custody Line Item Transfer</u>	Execute Contract _____ Pass Resolution <u> X </u> _____ Pass Ordinance _____ Pass Motion _____ Other <u> X </u> _____	Consent Agenda <u> X </u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: J Thompson Reviewed by:		

BACKGROUND INFORMATION/SUMMARY

Line item transfer needed to allow for proper coding of sales tax associated with the buffer for the jail that wasn't included in the estimated cost used for the initial line item transfer.

RECOMMENDATION

Approve line item transfer allowing for proper coding of the entire cost of the buffer for the jail.

FISCAL IMPACT

Current Expense Fund (0000-101) Dept. 120 Sheriff Custody - No fiscal impact due to line item transfer is within the 2011/2012 Budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY
DEPARTMENT NUMBER 120.

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 _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120
 Fund Name: Current Expense Fund Nbr: 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
523.200	3106	Operating Supplies	\$74	523.200	3501	Small Item - Equipment	\$74
TOTAL			\$74	TOTAL			\$74

Explanation:

Line item transfer needed to allow for proper coding of sales tax associated with the buffer for the jail that wasn't included in the estimated cost used for the initial line item transfer.

Prepared by: Julie Thompson Date: 17-Feb-2012

Approved Denied

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>February 28, 2012</u> Subject: <u>Sheriff Investigative</u> <u>Fund (0126-101)</u> <u>Line Item</u> <u>Transfer</u>	Execute Contract _____ Pass Resolution <u>X</u> _____ Pass Ordinance _____ Pass Motion _____ Other <u>X</u> _____	Consent Agenda <u>X</u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____
Prepared by: J Thompson Reviewed by:		

BACKGROUND INFORMATION/SUMMARY

Line item transfer needed to fund the following:

- 1) Additional \$83 to the Crime Stoppers Admin Fees for the 2012 invoice.
- 2) Funding in the amount of \$5,000 is needed due to the additional task force and/or teams that utilize approved informant funds in efforts to fight drug and gang activity.
- 3) Funding in the amount of \$2,236 needs to be transferred to the Computer Software line item for an upgrade and additional licenses for the CAD Zone program utilized by the detectives.

RECOMMENDATION

Approve line item transfer allowing for realignment of funding for the current needs of the Sheriff's Office.

FISCAL IMPACT

Sheriff Investigative Fund (0126-101) - No fiscal impact due to line item transfer is within the 2011/2012 Budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN SHERIFF INVESTIGATIVE FUND NUMBER 0126-101, SHERIFF DEPARTMENT NUMBER 000.

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 _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Dept Nbr: 000

Fund Name: Sheriff Investigative Fund Nbr: 0126-101

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
521.210	4905	Training	\$5,083	598.210	5204	Crime Stoppers Admin Fee	\$83
521.210	3106	Operating Supplies	2,236	521.210	4908	Licenses & Special Fees	5,000
				521.210	3301	Computer Software(CE)	2,236
TOTAL			\$7,319	TOTAL			\$7,319

Explanation:

Line item transfer needed to fund the following:

- 1) Additional \$83 to the Crime Stoppers Admin Fees for the 2012 invoice.
- 2) Funding in the amount of \$5,000 is needed due to the additional task force and/or teams that utilize approved informant funds in efforts to fight drug and gang activity.
- 3) Funding in the amount of \$2,236 needs to be transferred to the Computer Software line item for an upgrade and additional licenses for the CAD Zone program utilized by the detectives.

Prepared by: Julie Thompson Date: 17-Feb-2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>2/28/2012</u>	Execute Contract	_____	Consent Agenda	<u> x </u>
Subject:	Tire purchases from State Contract	Pass Resolution	<u> x </u>	Public Hearing	_____
Prepared by:	David V. C. Pettey	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Keith Mercer	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

Resolution 11-232 authorized the purchase of Goodyear tires, tubes, and tire services from Wingfoot Commercial Tire, Pasco, WA from the Washington State Contract No. 00108 for the Benton County Sheriff's Office through February 29, 2012.

SUMMARY

Washington State Contract No. 00108's was extended for 30 days in order to finish work on their re-bid and currently has an expiration date of March 29, 2012; and

This contract allows for purchases of Goodyear tires, tubes, and tire services from Wingfoot Commercial Tire, Pasco WA.

RECOMMENDATION

The Sheriff's Office would like to purchase Goodyear tires, tubes and tire services for their vehicles off the Washington State Contract No. 00108 from Wingfoot Commercial Tire, Pasco, WA from February 29, 2012 through March 29, 2012.

FISCAL IMPACT

Amount not to exceed \$4,000 to be paid out of Current Expense (0000-101) for all Sheriff Departments (118, 119, 120, 121, and 125) and special funds, 0126101 and 0127101. No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES OF GOODYEAR TIRES, TUBES, AND TIRE SERVICES OFF THE WASHINGTON STATE CONTRACT NO. 00108 FROM WINGFOOT COMMERCIAL TIRE, PASCO, WA FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, Resolution 11-232 authorized the purchase of Goodyear tires, tubes, and tire services from Wingfoot Commercial Tire, Pasco, WA from the Washington State Contract No. 00108 for the Benton County Sheriff's Office through February 29, 2012; and

WHEREAS, Washington State Contract No. 00108's was extended for 30 days in order to finish work on their re-bid and currently has an expiration date of March 29, 2012; and

WHEREAS, Washington State Contract No. 00108 allows for purchases of Goodyear tires, tubes, and tire services from Wingfoot Commercial Tire, Pasco WA; and

WHEREAS, Benton County Sheriff's Office would like to purchase Goodyear tires, tubes, and tire services off the Washington State Contract No. 00108 from Wingfoot Commercial Tire from February 29, 2012 through March 29, 2012; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves purchases of Goodyear tires, tubes, and tire services from Wingfoot Commercial Tire, Pasco WA off the Washington State Contract No. 00108 for a total amount not to exceed \$4,000 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for Goodyear tires, tubes, and tire services from Wingfoot Commercial Tire, Pasco WA off the Washington State Contract No. 00108; and

BE IT FURTHER RESOLVED, the Sheriff or his designees are authorized to make and sign said Purchase Agreements for the period commencing on February 29, 2012 and expiring on March 29, 2012.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Pacific Power Franchise – S Schuetze

Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Benton County

Department of Public Works

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

February 22, 2012

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: PacificCorp DBA Pacific Power

Commissioners:

PacificCorp DBA Pacific Power has filed a petition to continue a nonexclusive franchise for a telecommunication system 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

**EXHIBIT LIST FOR BCC 11.52
Ordinance Amendment**

Planning Commission Staff Memo Exhibit List		DATED
PCM 1 Includes:	PCM 1.1 Staff Report	December 22, 2011
	PCM 1.2 Public Hearing Notice	December 20, 2011
	PCM 1.3 Draft Ordinance amending BCC 3.26	
Planning Commission Hearing Exhibit List January 10, 2012		
PCH 1	PCH 1.1 Draft Ordinance wording revision	January 10, 2012
Board of County Commissioners Staff Memo Exhibit List		
CCM 1 Includes:	CCM 1.1 Staff Memo	
	CCM 1.2 Planning Commission Recommendation & Findings	January 10, 2012
	CCM 1.3 Draft Ordinance	January 30, 2012
	CCM 1.4 Public Hearing Notice	February 10, 2012
Board of County Commissioners Hearing Exhibit List February 28, 2012		
CCH 1 Includes:	CCH 1.1	
	CCH 1.2	
	CCH 1.3	

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

**PCR = Planning Commission Record Exhibits
PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing**

**CCR = County Commissioner Record Exhibits
CCM = County Commissioner Memo Exhibits
CCH = Exhibits submitted during Hearing**

AGENDA ITEM MTG. DATE: February 28, 2012 SUBJECT: Ordinance amending BCC 11.52.089 & 11.52.090 Memo Date: February 16, 2012 Prepared By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance X Pass Motion X	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Public Meeting
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BACKGROUND INFORMATION

On January 10, 2012, the Benton County Planning Commission conducted a public hearing for a proposed ordinance amendment to BCC Sections 11.52.089 & 11.52.090. After reviewing the information presented at the public hearing, the Planning Commission recommended approval of the proposed ordinance. The Board of County Commissioners will consider said ordinance amendment at a public hearing on Monday February 28, 2012.

SUMMARY

The proposed ordinance will amend BCC 11.52.089(c)(1) by adding wording that would require that a Conditional Use Permit/Special Permit be consistent with all applicable state laws, county codes and the comprehensive plan. The proposed ordinance also would amend BCC 11.52.090(d), by adding wording requiring the applicant to present sufficient evidence to the Board of Adjustment to allow them to make the required conclusions to approve a special permit.

This action is to review the record prepared by the Planning Commission and conduct a public hearing on the ordinance amendment. After review of the information, the Board can adopt the ordinance as recommended, adopt with changes or reject the proposed ordinance.

RECOMMENDATION

The Planning Commission recommends adoption of the attached ordinance amending BCC Sections 11.52.089 & 11.52.090

FISCAL IMPACT

None

MOTION

At the conclusion of the public hearing, the Board will need to make a motion adopting the Planning Commission's Findings of Fact as your own, approving the resolution, and adopting the ordinance amendment to BCC Sections 11.52.089 & 11.52.090.

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning:
relating to zoning, amending the sections,
relating to variances and conditional use
/special permits; amending Ordinance 391,
Section 1 and BCC 11.52.089; and amending
Ordinance 391, Section 2, Ordinance 369,
Section 3 and BCC 11.52.090

RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

An ordinance amendment relating to zoning, amending the sections relating to variances and conditional use/special permits; amending Ordinance 391, Section 1 and BCC 11.52.089; and amending Ordinance 391, Section 2, Ordinance 369, Section 3 and BCC 11.52.090.

RESOLUTION

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given on December 29, 2011; and,

WHEREAS, the public hearing was held on January 10, 2012 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present, Martin Sheeran, Rick Giberson, Lloyd Coughlin and Darwin Crosby, with three absent; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on January 10, 2012; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public portion of the hearing; and,

WHEREAS, the Planning Commission at an open public hearing held on January 10, 2012, considered the evidence submitted and voted four in favor with two absent to recommend approval of the proposal; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS AND CONCLUSIONS

1. The proposed ordinance(s) and amendment(s) is found to be in conformance with the intent of the Benton County Comprehensive Plan.
2. Testimony was received regarding the proposed ordinance.

3. The record does establish the need for the proposed ordinance(s) and amendment(s) because it would bring BCC 11.52.089 and .090 consistent with all applicable state laws, county codes and the comprehensive plan.

4. The Planning Commission has determined that the requirements of the State Environmental Policy Act have been satisfied. A SEPA review is not required on ordinance amendments of this type.

5. The record indicates that approval of the proposed ordinance(s) and amendment(s) would be in the public interest as it would require that Conditional Use/Special Use Permits be consistent with all applicable state laws, county codes and the comprehensive plan and would require the application to present sufficient evidence to the Board of Adjustment to allow them to make the required conclusions to approve a special permit.

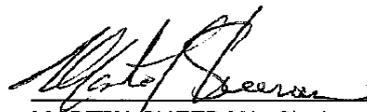
6. The Planning Commission has received a staff memo dated December 22, 2011, which includes various issues, findings and information and agrees with the information found in the staff memo including the changes to the proposed ordinances as recommended by staff.

MOTION

It was moved by Lloyd Coughlin and seconded by Rick Giberson that the Planning Commission Chairman in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusion reflecting the commission's recommendation for approval of the proposed ordinance amendment relating to zoning, amending the sections relating to variances and conditional use/special permits; amending Ordinance 391, Section 1 and BCC 11.52.089; and amending Ordinance 391, Section 2, Ordinance 369, Section 3 and BCC 11.52.090.

The motion passed with all members in attendance voting in favor of the motion.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman, adopts these findings and conclusions with respect to the aforementioned ordinance amendment and such ordinance amendment is hereby recommended to the Board of County Commissioners for approval.

 1/16/2019
MARTIN SHEERAN, Chairman DATE
BENTON COUNTY PLANNING COMMISSION