

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



to view items in detail,
please click on highlighted
area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, October 23, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

- ❖ October 9, 2012
- ❖ October 10, 2012 – Budget Workshop
- ❖ October 11, 2012 – Budget Workshop

Review Agenda

Consent Agenda

Commissioners

- a. Amended Contract w/Design West Architects for As Needed Services
- b. Amended Contract w/WA State Military Department, Amending Resolution 11-392

GIS

- c. Line Item Transfer, Fund No. 0000-101, Dept. 131

Human Services

- d. Contract w/Apollo Heating & Air Conditioning for HVAC Repair Services @ Crisis Response Unit
- e. Contract w/Desertgreen Lawn & Tree Care LLC for Snow Plowing Services @ Crisis Response Unit
- f. Contract w/Desertgreen Lawn & Tree Care LLC for Weed & Pest Control Treatment Services @ Crisis Response Unit
- g. Lease Addendum w/Now Bassett/Sonju J/V for Crisis Response Unit Building
- h. Agreement w/Ambitions Community Support Services Inc for Developmental Disabilities Services
- i. Amended Agreement w/Lourdes Counseling Center for Housing Services

Juvenile

- j. Interagency Agreement w/State of WA, Administrative Office of the Courts for BECCA Programs
- k. Line Item Transfer, Fund No. 0138-101, Dept. 000

Office of Public Defense

- l. Contract Amendment with M McMillen for Name Change
- m. Amended Agreement with J Azure for Firm Name Change
- n. Amended Agreement w/M Trombley To Increase Caseload Appointments

Public Works

- o. Approve Task Assignment for Travis Road Certification

- p. Contract w/Allan Electric for Installation Service @ the Kennewick Maintenance Facility
- q. Authorization to Proceed with Advertising for 2013 Crushing & Stockpiling

Sheriff

- r. Contract w/Grover Dykes Auto Group, Inc., dba Legacy Ford, for Auto Repair Services
- s. Memorandum of Understanding w/Agrium U.S. Inc. for Security Camera System
- t. Emergency Replacement of New 800 MHZ Bi-Directional Amplifier

Superior Court

- u. Line Item Transfer, Fund No. 0000-101, Dept. 123

Workforce Development Council

- v. Contract w/Career Path Services for Adult Services
- w. Contract w/Career Path Services for Dislocated Worker Services
- x. Contract w/Career Path Services for National Emergency Grant Services
- y. Contract w/Career Path Services for In-School & Out-of-School Youth Services

Scheduled Business:

2013-2014 Biennium Budget Status ~ D Sparks

Prosser Economic Development Association Quarterly Update ~ Deb Heintz

Benton City Economic Development Association Quarterly Update & Work Plan ~ Bea Baker

Regional Vegetables Crop Update ~ M Ophardt

Shared Legal Review of Benton Franklin Human Services Contracts ~ R Brown

Juvenile Detention Staffing ~ S Paradis

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

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

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Bryan Perry, Safety Coordinator; Susan Walker, Planning; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Central Services Manager Randy Reid; Clerk Josie Delvin; Jacki Lahtinen, District Court; Nick Kooiker, Treasurer's Office.

Approval of Minutes

The Minutes of October 2, 2012 were approved.

Consent Agenda

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

Central Services

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

Juvenile

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

Office of Public Defense

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

Public Works

- j. Covenant Agreement to Utilize Road Right of Way in Lampson Homesites
- l. Lease Agreement w/Horrigan Farms, Inc to Crush & Stockpile Road Surfacing Materials

Superior Court

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

Item “k” - Approval of 2013-2018 Six-Year Road Program

Commissioner Bowman complimented the Public Works Department for its work on the Six Year Road Program. He said there was talk in the Senate that RTPO/Federal money that was not being spent could be taken away and might not be preserved for projects, so it was a good thing that the Road Department was finding ways to spend the allocated money.

MOTION: Commissioner Bowman moved to approve the Six-Year Road Program (consent agenda item “k”). Commissioner Small seconded and upon vote, the motion carried.

Item “i” - Contract w/SWN Communications, Inc. (Send Word Now)

Commissioner Small said he wanted to pull that contract so it could be reviewed over the next couple of weeks to see where the County was in the budget process before proceeding. The Board agreed.

Meeting Cancellation

The Board agreed to cancel the meeting of October 16, 2012 due to the fact that two commissioners were scheduled for jury duty.

Red Mountain Transportation Project Update

Don Whitehouse, Regional Director for Dept. of Transportation, along with Chuck Dawsey, and Donna Noski updated the Board on the Red Mountain Transportation Project. Mr. Dawsey said there was a lot of interest in the project, they had met with congressional members, and it was getting a fair amount of momentum and significant amount of local support.

Don Whitehouse said this project was talked about a lot in the past legislative session, even though there was no major revenue for transportation. However, the legislature passed some increases in fees and license renewals to keep the preservation program going that would be used for funding projects. He said there were 13 projects statewide selected to keep alive (and \$1 million dedicated to this project this session). He said that money was added to the money received the year before to buy the property in Benton City. He said they would start seeing money coming in November and it would be \$1 million over three years. He said about half would be used to get the Benton City roundabout ready for construction and the other half would be used for the preliminary design on the new interchange. Final design on the roundabout would start this winter and they had the money to purchase all the right-of-way and do the design work for Phase I and be shovel-ready by next fall. He said they would just be waiting for

construction funds (about \$3 to \$3.5 million) and could start construction in the winter of 2013-14 (if those funds were allocated this session). He said the Interchange had money leftover from other Benton County earmarks (about \$1 million) to be added to the other \$.5 million from the fees to get started on the design. He said the first hurdle was the interchange justification report to the feds to allow the break in access on the interstate.

Mr. Dawsey said they would continue to keep the Board updated and would ask that the County continue to send the message that it supported the project.

Commissioner Bowman asked if there were any conversations with the candidates for governor since there would be a new governor next year and Mr. Dawsey said that both candidates were on record as supporting the project.

Donna Noski said that West Richland would be looking at getting the urban growth boundaries extended out to the interchange and would look for support on that issue.

Commissioner Assignment Update

Commissioner Small said he had spending time with David Sparks the previous week discussing the budget. He commented that the County was much more than operational costs but included fixed costs and capital costs and encouraged everyone to look at the costs and review the capital facilities plan. He said it was an expensive business to keep running and they were trying to use capital funds available to keep things running.

Commissioner Bowman said he attended the WSAC Legislative Steering Committee meeting in Ellensburg and presented a summary of the framework of the legislative agenda. Additionally, he discussed the public records request issue and asked if there was a way to find out the number spent on public records requests. He said maybe they could use that number to talk to the legislature on how that money could be used to enhance county services. Mr. Sparks indicated that most of it was lost staff time so it would be hard to quantify.

Commissioner Bowman also discussed the affordable housing funds and asked why there was \$2 million in the pot that was not being spent. He said he would be glad to try and figure out what was happening and the Board agreed.

Chairman Beaver asked the Board if it wanted to support the effort by the Tri-City Regional Chamber of Commerce regarding the green power issue and asked about getting it on the agenda for approval.

MOTION: Commissioner Bowman moved to approve the resolution in support of the Tri-City Regional Chamber of Commerce Effort to Amend Washington's Energy Independence Act. Commissioner Small seconded and upon vote, the motion carried unanimously.

Chairman Beaver also reported on his attendance at the Council of Governments meeting and candidate forums for the League of Women Voters, Benton City, and Downtown Association.

Vouchers

Check Date: 10/5/2012
Warrant #: 234673-234780
Direct Deposit #: 77857-78454
Total all funds: \$2,129,393.03

Check Date: 10/5/2012
Taxes #: 10112103-10112105
Warrant #: 67116-67144
Total all funds: \$1,913,353.01

Check Date: 10/5/2012
Warrant #: 66931-67115
Total all funds: \$428,623.26

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

Resolutions

- 2012-581: Purchase Authorization from Jo Bee Company for FTR Software & Audio Mixer
- 2012-582: Contract w/The Boys & Girls Club of Benton & Franklin Counties for Fast Forward Program
- 2012-583: Contract w/Pasco School District for Case Management and School Engagement Programing
- 2012-584: Terminating Service Agreement w/E Hogue
- 2012-585: Terminating Public Defense Contract w/R Thompson
- 2012-586: Terminating Public Defense Contract w/M Mooney
- 2012-587: Terminating Public Defense Contract w/K Holt
- 2012-588: Covenant Agreement to Utilize Road Right of Way in Lampson Homesites
- 2012-589: Lease Agreement w/Horrigan Farms, Inc to Crush & Stockpile Road Surfacing Materials
- 2012-590: Proclamation for National Adoption Day
- 2012-591: Proclamation for Youth and Justice Day
- 2012-592: Approval of 2013-2018 Six-Year Road Program
- 2012-593: Support of the Tri-City Regional Chamber of Commerce Effort to Amend Washington's Energy Independence Act

There being no further business before the Board, the meeting adjourned at approximately 9:31 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Meeting – Budget Workshop
Wednesday, October 10, 2012, 9:00 a.m.
Commissioners’ Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Keith Mercer; Planning Manager Mike Shuttleworth; Central Services Manager Randy Reid; Assessor Barb Wagner; Treasurer Duane Davidson; Erhiza Rivera and Nick Kooiker, Treasurer’s Office; Clerk Josie Delvin and Deputy Clerk Elaine Osborne; Jacki Lahtinen and Dixie Jameson, District Court; District Court Judge Joe Burrowes; Auditor Brenda Chilton; Van Pettey and Pat Powell, Auditor’s Office; Skip Gest and Sharlene Vowels, Noxious Weed; Margaret Ault and PA Andy Miller.

Assessor

Barb Wagner reviewed her requests including an increase in two Appraiser salary line items where employees were placed a higher pay step, vehicle fuel, professional services (recording fees), and road professional services. Her requests included a reduction in professional services to more accurately reflect the anticipated needs of defending valuation of properties at the State Board of Tax Appeals.

Treasurer

Duane Davidson, Nick Kooiker, and Erhiza Rivera presented the Treasurer’s budget and discussed the 2013-2015 strategic plan and following requests: fuel, tax statement services, postage, and contract services. Additionally, Mr. Davidson said they reallocated 50% of the investment officer into the new Investment Pool. Mr. Sparks commented that it was a startup program that was starting in a deficit position with an interfund loan and the Board should know there was a potential of it affecting current expense because they didn’t know what kind of fees it would generate.

Additionally, there was a brief revenue recap that included real and personal property tax, investment interest, admin refunds and levy transfers, and liquor excise tax. Mr. Davidson said there was a new WACO priority bill that could potential increase the admin refunds and levy transfers revenue in 2014.

Noxious Weed

Skip Gest, Sharlene Vowels, and Keith Mercer presented the Noxious Weed budget and Mr. Mercer said the fund had reduced revenues so initially it was out of round. He said he met with the Noxious Weed Board and employees and came up with a plan to reduce expenses by \$173,000 so the new baseline had a surplus of roughly \$53,000; they were also looking into long-term strategies. Mr. Sparks asked if the Noxious Weed Board would re-adopt the new budget and Ms. Vowels said hopefully they would adopt the new budget October 16 and schedule an assessment hearing to set the assessments.

District Court

Judge Burrowes, Jacki Lahtinen, and Dixie Jameson presented the budget and discussed the following court improvements to assist the public: changes in courtroom and jail to better provide service (video and audio), digital reader boards, modernizing dockets, potential of going paperless. Additionally, discussed the following requests: Judge Pro Tem for additional \$32,000 for two years (cities will pay 45.55% of that cost); Professional Services increase of \$24,500 for two years (cities will pay 45.55% of increase) to raise contracted hourly rate for interpreter from \$40 to \$50.

The Board briefly recessed, reconvening at 9:42 a.m.

Prosecuting Attorney

PA Andy Miller and Margaret Ault presented the Prosecuting Attorney budget and Mr. Miller said the only changes were to the Travel/Training budget due to reimbursements received and the increases were offset by revenue in the same amount. Additionally, he said they were asking for an additional car due to the need to have a reliable vehicle for attorneys to travel for required training.

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

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Meeting – Budget Workshop
Thursday, October 11, 2012, 9:00 a.m.
Commissioners’ Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Keith Mercer; Central Services Manager Randy Reid; Treasurer Duane Davidson; Erhiza Rivera and Nick Kooiker, Treasurer’s Office; Clerk Josie Delvin and Deputy Clerk Elaine Osborne; Jacki Lahtinen District Court; Auditor Brenda Chilton; Van Pettey and Pat Powell, Auditor’s Office; Jennifer Bowe and Sharon Paradis, Juvenile; Superior Court Judge Cameron Mitchell; Pat Austin, Superior Court; Coroner John Hansens; Marianne Ophardt, WSU Extension; Sheriff Steve Keane, Undersheriff Jerry Hatcher, and Julie Thompson, Sheriff’s Office.

Clerk

Josie Delvin reviewed her request for a new Archive Records Manager as part of her goal to go paperless. The position would be paid 60% from Auditor O & M, 20% from Clerks Collection, and 20% from Current Expense. She said they were nearly out of record storage space and would require a secure facility to access those records. Additionally, this position would also assist District Court in its effort to go paperless. Ms. Delvin said her goal to go paperless was a multi-step process: she needed to have a person continually audit records in addition to being scanned, because they had to be audited before they could be destroyed. She estimated the process taking 3-5 years if it was pushed forward; there would initially be a cost to set up, but eventually a cost savings by eliminating file folders, storage costs, and temporary employees.

WSU – Benton County Extension

Marianne Ophardt reviewed her budget requests, including three contract increases for copiers, messenger service, and WSU agreement; part-time employee (lateral transfer within county); publications (previously cut from budget so now paid from supplies; an increase for purchase of publications would include an increase in revenue because they would charge for the publications); and postage (federal postage support ended).

Juvenile Justice

Sharon Paradis, Jennifer Bowe, and Judge Cameron Mitchell reviewed the Juvenile budget. Ms. Paradis said that Franklin County's at risk population was outpacing Benton County, therefore Franklin County's portion had increased and Benton County had decreased (about \$47,000 decrease bottom line for Benton County). Ms. Paradis said basically their requests were to restore back to 2010 levels, and Benton County's share was approximately \$334,315 and that Franklin County had preliminarily approved all enhancement requests. Additionally, she said the Juvenile Facility had facility needs, specifically the HVAC would need to be replaced (approximately \$250,000); however, there was a critical need in the approximate amount of \$71,000 as a replacement cost for electronic components. She also requested the Bi-County boards meet with Juvenile to come up with a five-year capital facilities plan to address these issues.

Superior Court

Pat Austin and Judge Cameron Mitchell presented the Superior Court budget and discussed the following requests: COLA and medical increase for bi-county staff, comparable to other non-bargaining employees; increase Court Commissioner from .50 FTE to 1 FTE; Adult Drug Court; 7th Superior Court Judge; new Criminal Case Manager; .50 FTE Guardianship Monitoring Case Manager; print/bindery and messenger service; and association dues.

Coroner

John Hansens reported that state reimbursement for autopsies had been received and were up to date. He discussed his requests, including fuel and part-time employees (asking for a full year). He said he would be receiving approximately \$8,000/year from Franklin County from a contract for their use of the Benton County facility to perform autopsies that should cover the additional requests in his budget.

The Board briefly recessed, reconvening at 10:08 a.m.

Sheriff's Office

Sheriff Steve Keane, Undersheriff Jerry Hatcher, and Julie Thompson presented the Sheriff's Office budget. Sheriff Keane discussed what they had done to try and reduce the footprint, specifically in the jail: reduced staffing by nine positions (correction officers and one clerk through attrition) and possibly looking at two more positions; reduction in overtime by 50%, reduced DOT transports; negotiating reduced medical rates; expanded hours for medical staff to reduce late night hospital runs; new kiosk; and looking at a radio system in the jail to reduce costs. Additionally, in Dept. 121 he would not be replacing any patrol vehicles unless they had 100,000 miles and would look at a five-year rotation instead of a four-year rotation. He discussed increases from SECOMM and Bi-Pin that they had no control over. He s;dp discussed requests to the budget, including but not limited to fuel, jail clothing/bedding, small item equipment, security, food services, office equipment rentals, vehicle repairs, training supplies/ammunition and said the requests totaled approximately \$361,000.

Auditor

Brenda Chilton discussed the Auditor's budget, specifically reallocating the Auditor and Prosser Office Manager under the new BARS coding and an increase in office rent that was driven by contract. Ms. Chilton also presented the Strategic Plan for the Auditor's office, 2012-2014 and discussed in detail its objectives and accomplishments, savings, new pilot projects, grants received, and training programs.

There being no further business before the Board, the meeting adjourned at approximately 11:17 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 10/23/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R. Lukson	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 11-651 dated October 18, 2011 the Board of Commissioners entered into a Professional Service Contract with Design West Architects, PA (DWA) for “as needed” architectural and engineering services for a contract not to exceed \$200,000 with a contract termination date of December 31, 2012.

Attached is a First Amendment for said contract to extend the termination date for said services to December 31, 2013, as DWA is currently working on several projects that will extend into 2013.

RECOMMENDATION

Approve the attached Resolution and First Amendment to extend the contract termination date to December 31, 2013.

FISCAL IMPACT

There is no additional fiscal impact. Contract dollar amount will remain the same at this time.

MOTION

Move to approve the First Amendment to the Professional Service Contract between Benton County and Design West Architects, PA, extending the termination date to December 31, 2013 and authorizing the Chairman of the Board to sign said amendment.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PROFESSIONAL SERVICE CONTRACT AMENDMENT BETWEEN DESIGN WEST ARCHITECTS, PA AND BENTON COUNTY FOR "AS NEEDED" ARCHITECTURAL AND ENGINEERING SERVICES FOR BENTON COUNTY

WHEREAS, per Resolution 11-651 dated October 18, 2011 the Board of Benton County Commissioners entered into a Professional Service Contract with Design West Architects, PA to provide "as needed" Architectural and Engineering services for Benton County for an amount not to exceed \$200,000.00 with a termination date of December 31, 2012; and

WHEREAS, the attached First Amendment is necessary as Benton County would like to extend the expiration date of the contract to December 31, 2013, as Design West Architects is working on several different projects that will extend into 2013; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the First Amendment to extend the contract between Benton County and Design West Architects, PA to terminate on December 31, 2013; and

BE IT FURTHER RESOLVED the Board authorizes the Chairman of the Board to sign the First Amendment to said contract attached hereto.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

FIRST PROFESSIONAL SERVICE CONTRACT AMENDMENT

THIS FIRST CONTRACT AMENDMENT (“FIRST AMENDMENT”) 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 **DESIGN WEST ARCHITECTS, PA** a Washington professional corporation with its principal office at 7513 W Kennewick Ave., Suite D, Kennewick, WA 99336 (hereinafter “CONTRACTOR”); and

The parties entered into a Professional Service Contract dated October 18, 2011 (the “CONTRACT”) to provide as needed architectural and engineering services for Benton County for an amount not to exceed \$200,000; with said contract expiring December 31, 2012; and

Whereas, this FIRST AMENDMENT is necessary as Benton County would like to extend the expiration date to December 31, 2013 as Design West Architects is working on several different projects that will extend into 2013; and

The parties agree that all provisions of the CONTRACT remain in effect except for Section 2 which, by way of this FIRST AMENDMENT, shall be replaced in its entirety with the following:

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall expire on December 31, 2013.

- This section left blank intentionally -

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

BENTON COUNTY

DESIGN WEST ARCHITECTS, PA

James R. Beaver, Chairman



Brandon Wilm, Managing Associate

Date: _____

Date: 9/28/12

Approved as to Form:



Deputy Prosecuting Attorney

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDMENT #A-REVISED TO CONTRACT #E12-010 BETWEEN BENTON COUNTY AND THE WASHINGTON STATE MILITARY DEPARTMENT FOR E911, AMENDING RESOLUTION 11-392

WHEREAS, the Washington State Military Department desires to amend Contract E12-010 with Benton County to update and revise key personnel contacts and rephrase Article V (Attendance Obligations) for the Advisory Committee meetings; and

WHEREAS, the contract expiration date of September 15, 2013 remains unchanged and the contract performance period of July 1, 2011 through June 30, 2013 remains unchanged; **NOW, THEREFORE**,

BE IT HEREBY RESOLVED the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached Amendment #A-Revised to Contract #E12-010 between Benton County and the Washington State Military Department for E911, Amending Resolution 11-392.

Dated this day of , 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**Washington State Military Department
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: Benton County Post Office Box 190 Prosser, Washington 99350-0190		2. CONTRACT NUMBER: E12-010	3. AMENDMENT NUMBER: A-Revised
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Jim Barber / 509.628.8595 j.barber@bces.wa.gov		5. MD STAFF CONTACT, NAME/TELEPHONE: Teresa Lewis / 253.512.7481 teresa.lewis@mil.wa.gov	
6. TIN or SSN: 91-6015119	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: NONE	8. FUNDING SOURCE NAME/AGREEMENT #: E911 Wireline and Wireless	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and RCW 38.52.510 / WAC 118-66 Enhanced 911			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The contract provides financial assistance to the County solely for the expenses necessary to answer 911 calls originating in the county, which includes performing certain tasks and maintaining certain equipment necessary to operate Wireline and Wireless Enhanced 911. Reimbursement shall be solely for eligible items included in Chapter 118-66 WAC. This amendment is necessary to update and revise key personnel contacts and the E911 Advisory Committee Meeting Attendance Policy.			
11. AMENDMENT TERMS AND CONDITIONS: 1. The contract expiration date from September 15, 2013 unchanged . 2. Contract performance period of July 1, 2011 through June 30, 2013 remains unchanged . 3. Change the WMD Program Manager from Lorri Gifford l.gifford@emd.wa.gov to Robert Ezelle robert.ezelle@mil.wa.gov . 4. Change the Military Department Key Personnel email from t.lewis@emd.wa.gov to teresa.lewis@mil.wa.gov . 5. In the Special Terms and Conditions, <u>Article V—Attendance Obligations</u> number 5A change the verbiage from (no less than five (5) of the nine (9) Advisory Committee meetings per fiscal year) to read: the coordinators may miss up to 50 percent of AC meetings held.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:			
FOR THE DEPARTMENT: <hr style="width: 100%;"/> Signature _____ Date _____ James M. Mullen, Director Emergency Management Division Washington State Military Department APPROVED AS TO FORM: Brian Buchholz (signature on file) 3/12/2010 Assistant Attorney General		FOR THE CONTRACTOR: <hr style="width: 100%;"/> Signature _____ Date _____ James Beaver, Chair Board of County Commissioners for Benton County	

Form Date: 10/27/00

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 131.

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: M Flores; Auditor; File

GILES

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: GIS 2104

TRANSFER TO: GIS 3101

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.710	2104	Retirement	\$1,500.00	519.710	3101	Supplies	\$1,500.00
TOTAL			\$1,500.00	TOTAL			\$1,500.00

To cover costs of additional supplies purchased due to the Orthophoto project

Prepared by: _____

(signature)

Date:

RETURN TO: Auditor's Office, Accounting Department

AUDITOR'S USE ONLY:

 Keyed
 Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract <input checked="" type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
Subject: Public Works Contract #2012/2013- APOLLO, with Apollo Heating & Air Conditioning	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance <input type="checkbox"/>	1st Discussion <input type="checkbox"/>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion <input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
	Other <input type="checkbox"/>	Other <input type="checkbox"/>

BACKGROUND INFORMATION

Per Benton County Resolution No. 2012-056, any contract for public works involving less than forty thousand dollars (\$40,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners.

The Benton and Franklin Counties Department of Human Services Administrator recommends a Public Works Contract with Apollo Heating & Air Conditioning, Kennewick, WA – Contractors License No. APOLLSM187MK, UBI No. 600 443 607 to be put in place for “as needed” plumbing, pipefitting, sheet metal and HVAC repair services, for the Benton and Franklin Counties Crisis Response Unit.

The contracting process was initiated on March 26, 2012; the delay in execution is a result of the legal review process.

SUMMARY

Amount: Not to exceed \$25,000.00 including W.S.ST.
Period: June 1, 2012 through May 31, 2013
Funding Source: Fund 0108-101 Human Services

RECOMMENDATION

- Sign the Resolution to accept the proposed Contract
- Approve the proposed Contract 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 0108-101 Human Services Budget, for an accumulative contract amount not to exceed \$25,000.00 including W.S.S.T.

MOTION

To approve signing Public Works Contract #2012/2013-APOLLO with Apollo Heating & Air Conditioning, 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 BOARD OF THE COMMISSIONERS OF BENTON COUNTY,
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTING PUBLIC WORKS CONTRACT #2012/2013-
APOLLO WITH APOLLO HEATING & AIR CONDITIONING FOR "AS NEEDED"
PLUMBING, PIPEFITTING, SHEET METAL AND HVAC REPAIR SERVICES FOR
THE BENTON AND FRANKLIN COUNTIES CRISIS RESPONSE UNIT**

WHEREAS, per Benton County Resolution No. 2012-056, any contract for public works involving less than forty thousand dollars (\$40,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners; and

WHEREAS, the Benton and Franklin Counties Department of Human Services Administrator recommends a Public Works Contract with Apollo Heating & Air Conditioning, Kennewick, WA - Contractors License No. APOLLSM187MK, UBI No. 600 443 607 to be put in place for "as needed" plumbing, pipefitting, sheet metal and HVAC repair services, for the Benton and Franklin Counties Crisis Response Unit; and

WHEREAS, the prices for said services is in accordance to Public Works Contract #2012/2013-APOLLO price rates attached hereto for an accumulative Contract amount not to exceed \$25,000 including W.S.S.T.; and

WHEREAS, the contracting process was initiated on March 26, 2012; the delay in execution is a result of the legal review process; NOW THEREFORE,

BE IT 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, Public Works Contract #2012/2013-APOLLO between Benton and Franklin Counties Department of Human Services and Apollo Heating & Air Conditioning, for "as needed" plumbing, pipefitting, sheet metal and HVAC repair services for the Benton and Franklin Counties Crisis Response Unit, for an accumulative Contract amount not to exceed \$25,000 including W.S.S.T, and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on June 1, 2012 and shall expire on May 31, 2013.

Dated this day of 2012

Dated this day of 2012

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: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES
PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301 by and for 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 "COUNTY"), and **Apollo Heating & Air Conditioning with its principal offices at 1119 West Columbia Drive, 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 these terms and conditions and the following documents

- a. Exhibit A- Scope of Work/Compensation - 2012/2013 Rates
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin **June 1, 2012** and shall expire on **May 31, 2013**, unless terminated sooner as set forth herein. 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:

The CONTRACTOR agrees to provide "as needed" plumbing, pipefitting, sheet metal and HVAC repair services (herein after "sheet metal services") for the Benton and Franklin Counties Crisis Response Unit located at 2635 West Deschutes Avenue, Kennewick, WA 99336, in accordance with the attached Exhibit A. In the event that the requested work encompasses work that is legally required to be

e. Contract w/Desertgreen Lawn & Tree Care LLC for Snow Plowing Services @ Crisis Response Unit

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: Personal Services Contract #2012/2014- DESERTGREEN-SNOW with DesertGreen Lawn & Tree Care, LLC 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 Benton and Franklin Counties Department of Human Services Administrator recommends a Personal Services Contract with DesertGreen Lawn & Tree Care LLC, Richland, WA – Contractors UBI No. 601 762 973 to be put in place for “as needed” snow plowing and liquid de-ice services, for the Benton and Franklin Counties Crisis Response Unit.

The contracting process was initiated on March 26, 2012; the delay in execution is a result of the legal review process.

SUMMARY

Amount: Not to exceed \$5,000.00 including W.S.ST.
Period: May 1, 2012 through April 30, 2014
Funding Source: Fund 0108-101 Human Services

RECOMMENDATION

- Sign the Resolution to accept the proposed Contract
- Approve the proposed Contract 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 0108-101 Human Services Budget, for an accumulative contract amount not to exceed \$5,000.00 including W.S.S.T.

MOTION

To approve signing Personal Services Contract #2012/2014-DESERTGREEN-SNOW with DesertGreen Lawn & Tree Care LLC, 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 BOARD OF THE COMMISSIONERS OF BENTON COUNTY,
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING PERSONAL SERVICES CONTRACT #2012/2014-
DESERTGREEN-SNOW WITH DESERTGREEN LAWN & TREE CARE LLC FOR "AS
NEEDED" SNOW PLOWING AND LIQUID DE-ICE SERVICES FOR THE BENTON
AND FRANKLIN COUNTIES CRISIS RESPONSE UNIT

WHEREAS, the Benton and Franklin Counties Department of Human Services Administrator recommends a Personal Services Contract with DesertGreen Lawn & Tree Care LLC, Richland, WA - Contractors UBI No. 601 762 973 to be put in place for "as needed" snow plowing and liquid de-ice services, for the Benton and Franklin Counties Crisis Response Unit; and

WHEREAS, the prices for said services is in accordance to Personal Services Contract #2012/2014-DESERTGREEN-SNOW price rates attached hereto for an accumulative contract amount not to exceed \$5,000 including W.S.S.T.; and

WHEREAS, the contracting process was initiated on March 26, 2012; the delay in execution is a result of the legal review process; NOW THEREFORE,

BE IT 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, Personal Services Contract #2012/2014-DESERTGREEN-SNOW between Benton and Franklin Counties Department of Human Services and DesertGreen Lawn & Tree Care LLC, to provide "as needed" snow plowing and liquid de-ice services for the Benton and Franklin Counties Crisis Response Unit, for an accumulative contract amount not to exceed \$5,000 including W.S.S.T, and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on May 1, 2012 and shall expire on April 30, 2014

Dated this day of 2012

Dated this day of 2012

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: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**BENTON and FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North 4th Avenue, Pasco, WA, 99301, by and for 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 "COUNTY"), and **DESERTGREEN LAWN & TREE CARE LLC**, with its principal offices at **642 TRUMAN AVENUE, RICHLAND, WA 99352** (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 Services and Compensation**

2. DURATION OF CONTRACT

The term of this Contract shall begin **May 1, 2012** and shall expire on **April 30, 2014**, unless terminated sooner as set forth herein. 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 CONTRACTOR agrees to provide "as needed" snow plowing and liquid de-ice services for the Benton and Franklin Counties Crisis Response Unit, located at 2635 West Deschutes Avenue, Kennewick, WA 99336. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Services and Compensation", 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,**

f. Contract w/Desertgreen Lawn & Tree Care LLC for Weed & Pest Control Treatment

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract	<u> X </u>
Subject: Public Works Contract #2012/2013- DESERTGREEN-SPRAY with DesertGreen Lawn & Tree Care LLC	Pass Resolution	<u> X </u>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance	<u> </u>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion	<u> </u>
	Other	<u> </u>
	Consent Agenda	<u> X </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

Per Benton County Resolution No. 2012-056, any contract for public works involving less than forty thousand dollars (\$40,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners.

The Benton and Franklin Counties Department of Human Services Administrator recommends a Public Works Contract with DesertGreen Lawn & Tree Care LLC, Richland, WA – Contractors UBI No. 601 762 973 to be put in place for bareground weed control treatment and quarterly pest control services, for the Benton and Franklin Counties Crisis Response Unit.

The contracting process was initiated on March 26, 2012; the delay in execution is a result of the legal review process.

SUMMARY

Amount: Not to exceed \$5,000.00 including W.S.ST.
Period: June 1, 2012 through May 31, 2013
Funding Source: Fund 0108-101 Human Services

RECOMMENDATION

- Sign the Resolution to accept the proposed Contract
- Approve the proposed Contract 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 0108-101 Human Services Budget, for an accumulative contract amount not to exceed \$5,000.00 including W.S.S.T.

MOTION

To approve signing Public Works Contract #2012/2013-DESERTGREEN-SPRAY with DesertGreen Lawn & Tree Care LLC, 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 BOARD OF THE COMMISSIONERS OF BENTON COUNTY,
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING PUBLIC WORKS CONTRACT #2012/2013-
DESERTGREEN-SPRAY WITH DESERTGREEN LAWN & TREE CARE LLC TO
PROVIDE BAREGROUND WEED CONTROL TREATMENT AND QUARTERLY PEST
CONTROL SERVICES FOR THE BENTON AND FRANKLIN COUNTIES CRISIS
RESPONSE UNIT**

WHEREAS, per Benton County Resolution No. 2012-056, any contract for public works involving less than forty thousand dollars (\$40,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners; and

WHEREAS, the Benton and Franklin Counties Department of Human Services Administrator recommends a Public Works Contract with DesertGreen Lawn & Tree Care LLC, Richland, WA - Contractors UBI No. 601 762 973 to be put in place for bareground weed control treatment and quarterly pest control services, for the Benton and Franklin Counties Crisis Response Unit; and

WHEREAS, the prices for said services is in accordance to Public Works Contract #2012/2013-DESERTGREEN-SPRAY price rates attached hereto for an accumulative contract amount not to exceed \$5,000 including W.S.S.T.; and

WHEREAS, the contracting process was initiated on March 26, 2012; the delay in execution is a result of the legal review process; NOW THEREFORE,

BE IT 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, Public Works Contract #2012/2013-DESERTGREEN-SPRAY between Benton and Franklin Counties Department of Human Services and DesertGreen Lawn & Tree Care LLC, to provide bareground weed control treatment and quarterly pest control services for the Benton and Franklin Counties Crisis Response Unit, for an accumulative contract amount not to exceed \$5,000 including W.S.S.T, and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on June 1, 2012 and shall expire on May 31, 2013.

Dated this day of 2012

Dated this day of 2012

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: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES
PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301 by and for 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 "COUNTY"), and **DesertGreen Lawn & Tree Care LLC, with its principal offices at 642 Truman Avenue, Richland, WA 99352** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A- Scope of Work/Compensation - 2012/2013 Rates
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin **June 1, 2012** and shall expire on **May 31, 2013**, unless terminated sooner as set forth herein. 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:

The CONTRACTOR agrees to provide bareground weed control treatment, and quarterly pest control services for the Benton and Franklin Counties Crisis Response Unit located at 2635 West Deschutes Avenue, Kennewick, WA 99336, in accordance with the attached Exhibit A. In the event that the requested work encompasses work that is legally required to be completed by another type of

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p>Meeting Date:</p> <p>Subject: <u>Lease Addendum between Bassett/Sonju J/V and Benton & Franklin Counties Department of Human Services</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Addendum <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 & Franklin Counties Department of Human Services currently leases property from Bassett/Sonju J/V located at 2635 West Deschutes Avenue, Kennewick which houses the Crisis Response Unit.

The purpose of this Lease Addendum is to amend and add language in Section 3.1 Term, and Section 4.1 Rent of the underlying Lease Agreement.

SUMMARY

Award: Consideration will be \$4,382.27 per month for a maximum consideration of \$52,596.00
Period: November 1, 2012 through October 31, 2013
Funding Source: Fund 0108-101 Human Services Budget

RECOMMENDATION

- Sign the Resolution to accept the proposed Lease Addendum
- Approve the proposed Lease Addendum 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 0108-101 Human Services Budget, for a rental amount of \$4,382.27 per month with a maximum consideration of \$52,596.00.

MOTION

To approve signing the Lease Addendum between Bassett/Sonju J/V, and to authorize the Chair to sign of behalf of the Board.



 Signature

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF EXECUTING A LEASE ADDENDUM TO THE ORIGINAL LEASE DATED OCTOBER 1, 1996 BY AND BETWEEN McCAUSLAND (NOW BASSETT)/SONJU J/V AND BENTON & FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, FOR THE CRISIS RESPONSE UNIT BUILDING LOCATED AT 2635 WEST DESCHUTES AVENUE, KENNEWICK, WA 99336

WHEREAS, Benton & Franklin Counties Department of Human Services currently leases property from Bassett/Sonju J/V located at 2635 West Deschutes Avenue, Kennewick, WA; and

WHEREAS, the property houses the Benton and Franklin Counties Crisis Response Unit whose lease term will expire on October 30, 2012; and

WHEREAS, the purpose of this Lease Addendum is to amend and add language in Section 3.1 Term, and Section 4.1 Rent of the underlying Lease Agreement; and

WHEREAS, the monthly rental fees shall be subject to a consumer price index adjustment; NOW THEREFORE,

BE IT 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, the attached Lease Addendum amending Section 3.1 Term, to extend the lease of the Benton and Franklin Counties Crisis Response Unit for one year, add Section 3.1.1 which allows Tenant to terminate this Lease whenever Tenant determines, upon giving Landlord 90-days written notice, and amend Section 4.1 Rent, for a rental amount of \$4,382.27 per month for a maximum consideration of \$52,596.00; and

BE IT FURTHER RESOLVED, the term to the attached Lease Addendum will commence November 1, 2012 and shall terminate October 31, 2013.

Dated this day of, 2012

Dated this day of, 2012

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

LEASE ADDENDUM

Addendum to that certain lease dated October 1, 1996 by and between McCausland (Now Bassett)/Sonju JV ("Landlord") and Benton & Franklin Counties Dept. of Human Services ("Tenant").

To Whitt:

Section 3.1 shall be replaced in its entirety with the following:

3.1 Term. The term of the Lease shall be for one year commencing on November 1, 2012 and ending on October 31, 2013, unless sooner terminated pursuant to any provision hereof.

3.1.1 Tenant may terminate this Lease whenever Tenant determines, in its sole discretion, that such termination is in the best interest of Tenant upon giving Landlord 90-days written notice. Such termination shall be with no penalty to Tenant, and is expressly deemed not to be a default or breach of this Lease. Accordingly, the parties agree the default provisions of this Lease found in Section 14 do not apply to such early termination.

Section 4.1 shall be replaced in its entirety with the following:

4.1 Rent. Tenant shall pay to Landlord as rent for the Premises equal monthly installments of Four-Thousand Three-Hundred eighty-two and 27/100 (\$4382.27), in advance, on the first day of each month of the term hereof. Rent for any period during the term hereof which is less than one (1) month shall be pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, offset, or abatement in lawful money of the United States of America to Landlord at the address stated herein or at such other places as Landlord may designate in writing.

All other terms and conditions of the afore-mentioned lease shall remain the same.

Signed this 1st day of October, 2012 at North Bend WA

Landlord: Bassett/Sonju JV

By 
Donald S. Bateman, Property Manager

Tenants: BENTON COUNTY

Signed this _____ day of _____, 20____ at _____.

Chairman Attest: _____ Approved as to Form: 
Clerk of the Board Benton County Prosecuting Attorney's Office
Benton County Commissioners

FRANKLIN COUNTY

Signed this _____ day of _____, 20____ at _____.

Chairman Attest: _____ Approved as to Form: 
Clerk of the Board Franklin County Prosecuting Attorney's Office
Franklin County Commissioners

h. Agreement w/Ambitions Community Support Services Inc for Developmental Disabilities Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	Execute Contract	<u> X </u>	Consent Agenda
Subject: <u>Agreement #12/13-DD-AWI-00 with Ambitions Community Support Services, Inc.</u>	Pass Resolution	<u> X </u>	Public Hearing
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance	<u> </u>	1st Discussion
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion	<u> </u>	2nd Discussion
	Other	<u> </u>	Other

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to re-contract with Ambitions Community Support Services, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process.

SUMMARY

Award: Consideration shall be Fee-For-Service
Period: July 1, 2012 through June 30, 2013
Funding Source: Division of Developmental Disabilities

RECOMMENDATION

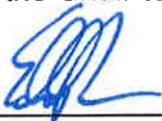
- Sign the Resolution to accept the proposed Agreement
- Approve the proposed Agreement by signing all the copies where indicated

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #12/13-DD-AWI-00 with Ambitions Community Support Services, Inc., 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 BOARD OF THE COMMISSIONERS OF BENTON COUNTY,
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING AGREEMENT #12/13-DD-AWI-00 TO
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND
AMBITIONS COMMUNITY SUPPORT SERVICES, INC.**

WHEREAS, the Benton and Franklin Counties Department of Human Services currently contracts with Ambitions Community Support Services, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties; and

WHEREAS, Benton and Franklin Counties Department of Human Services would like to re-contract with Ambitions Community Support Services, Inc. for a term commencing on July 1, 2012 and expiring on June 30, 2013; and

WHEREAS, the Agreement process was initiated on June 24, 2012; the delay in execution is a result of the legal review process; 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 #12/13-DD-AWI-00 with Ambitions Community Support Services, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2012 and shall expire on June 30, 2013.

Dated this day of 2012.

Dated this day of 2012.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #12/13-DD-AWI-00**

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 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Ambitions Community Support Services, Inc.**, a Washington State For-Profit Corporation, with its principal offices at 511 N. Argonne, Suite 200, Spokane, WA 99212 (hereinafter "Contractor").

Counties Contact Information:

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

Contractor Contact Information:

Jim Walsh, President
Ambitions Community Support Services, Inc.
511 N Argonne, Suite 200
Spokane, WA 99212
Phone: 509.321.0414 / Fax 208.921.0590
E-Mail: jwalsh@ambitions.org

Is the Contractor a subrecipient for purposes of this Agreement No
CFDA Number (Federal Block Grant Funding) N/A

Agreement Start Date July 1, 2012
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 Fee-For-Service

Attachments incorporated into this Agreement

- Exhibit "A" – Fee-For-Services Schedule
- Exhibit "B" – Job Type Code List
- Exhibit "C" – Community Access Billable Activities
- Exhibit "D" – Employment Phases & Billable Activities
- Exhibit "E" – Data Security Requirements

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:



Title: President Date 10/2/2012

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

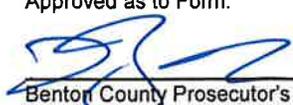
Approved as to Content:

Approved as to Form:

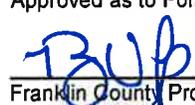
Approved as to Form:



Department of Human Services



Benton County Prosecutor's Office



Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: First Amendment to Agreement #2011/2013-HEN-LCC Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Amendment <u> X </u> Pass Resolution <u> X </u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other <u> </u>	Consent Agenda <u> X </u> Public Hearing <u> </u> 1st Discussion <u> </u> 2nd Discussion <u> </u> Other <u> </u>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Lourdes Counseling Center 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 purpose of this Amendment is to amend the underlying Agreement Attachments A, B, and C with the attached Amended Attachments A, B and C.

SUMMARY

Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment 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.

MOTION

To approve signing a First Amendment to Agreement #2011/2013-HEN-LCC with Lourdes Counseling Center, and to authorize the Chair to sign on behalf of the Board.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO AGREEMENT #2011/2013-HEN-LCC TO PROVIDE HOUSING AND ESSENTIAL NEEDS SERVICES BETWEEN LOURDES COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES; PREVIOUSLY APPROVED BY BENTON COUNTY RESOLUTION NO. 2012-012 AND FRANKLIN COUNTY RESOLUTION NO. 2011-435

WHEREAS, the Benton and Franklin Counties Department of Human Services currently contracts with Lourdes Counseling Center 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 purpose of this Amendment is to amend the underlying Agreement Attachments A, B, and C with the attached Amended Attachments A, B, and C; **NOW THEREFORE**,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; 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, a First Amendment to Agreement #2011/2013-HEN-LCC to replace Attachments A, B, and C with the attached Amended Attachments A, B, and C; and

BE IT FURTHER RESOLVED, the Consideration amount and Agreement End Date remain unchanged.

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
First Amendment to Agreement # 2011/2013-HEN-LCC**

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 **Lourdes Counseling Center**, a private non-profit agency, with its principal offices 1175 Carondelet Drive, Richland, WA 99352 (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:
Barbara Mead, Executive
Lourdes Counseling Center
1175 Carondelet Drive
Richland, WA 99352
Phone: 509.943.7200
E-Mail: bmead@lourdesonline.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 \$128,572.00

Attachments incorporated into this Agreement:
Amended Attachment A-Scope of Work, Amended Attachment B-Budget
Amended Attachment C-Department of Commerce Program Guidelines

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

For the Contractor:

 _____ Title: CEO Date 10-2-12

For Benton County:

_____ Date _____ Attest: Clerk of the Board _____

For Franklin County:

_____ 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

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 10-23-12 F/C 10-31-12	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Resolution Authorizing Signature on Agreement Amendment with AOC for Becca Programs	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Toni Lehman	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon A. Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Benton/Franklin Counties Juvenile Justice Center has executed the Interagency Agreement from the State of Washington, Administrative Office of the Courts, to provide Becca services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2012, through June 30, 2013.

SUMMARY

The Interagency Agreement Amendment strikes Section i of the Compensation to add clarifying language to ensure the Becca grant funds are used as intended by the Legislature.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Interagency Agreement Amendment IAA13059, for BECCA services, as written.

FISCAL IMPACT

This is a Fee for Service contract whereby we are reimbursed for services rendered. The amount is not to exceed \$303,047.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the interagency agreement amendment with the State of Washington, Administrative Office of the Courts for the BECCA program.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT AMENDMENT IAA13059 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement Amendment IAA13059 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

WHEREAS, the amendment is to strike section i of the original Agreement's Compensation section and to add clarifying language to ensure the Becca grant funds are used as intended by the Legislature; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, hereby concurs with the Administrator of the Juvenile Court and approves the interagency agreement amendment between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts; and

BE IT FURTHER RESOLVED, the Juvenile Justice Center will be reimbursed a maximum of \$303,047.00 for costs incurred during the period of performance; and

BE IT FURTHER RESOLVED, the agreement is July 1, 2012 and expires on June 30, 2013.

DATED this 23rd day of October 2012

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

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

ATTEST:

Clerk of the Board

DATED this 31st day of October 2012

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

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

ATTEST:

Clerk of the Board

INTERAGENCY AGREEMENT IAA13059
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON/FRANKLIN COUNTY JUVENILE COURT
Amendment 1

THIS AMENDMENT is entered into by and between the **STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS ("AOC")** and **BENTON/FRANKLIN COUNTY JUVENILE COURT ("Contractor")**.

PURPOSE

The purpose of this amendment is to strike a section of the original Agreement's Compensation section and to add clarifying language to ensure the Becca grant funds are used as intended by the Legislature.

COMPENSATION

Section i of the Compensation section of the original contract is stricken and replaced with the following language:

- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

All other terms and conditions of the original agreement stand as written.

AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

CONTRACTOR

Ramsey Radwan, Director
AOC - Management Services Division

see attached signature page

Signature

Printed Name

Date

Title

Date

Signature Page:

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

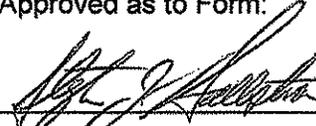
BENTON/FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



10/8/2012

Sharon A. Paradis, Juvenile Court Administrator

Date

Benton County Approval	Franklin County Approval
Approved as to Form:  10/9/12 _____ Stephen Hallstrom, Civil Deputy Prosecuting Attorney Date	Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>James Beaver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Brad Peck</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: 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
FAMILY SERVICES FUND NUMBER 0138-101, DEPARTMENT NUMBER 000,
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 _____, _____

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,

Prepared by: J. Bowe

**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: **September 25, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Attorney Michelle McMillen ("Attorney") presently holds a Superior Court public defense contract. Attorney has changed her name to Michelle Alexander and is requesting that her current contract be amended to reflect this.

SUMMARY

Attorney Michelle McMillen has changed her name to Michelle Alexander and is requesting that her contract be amended to reflect this change.

RECOMMENDATION

Approve resolution. Execute amendment.

ANTICIPATED FISCAL IMPACT

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

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY MICHELLE M. MCMILLEN TO REFLECT THE CHANGE TO HER NAME.

WHEREAS, attorney Michelle M. McMillen (“Attorney”) currently holds a Superior Court public defense contract in Benton County; and

WHEREAS, Attorney has changed her name to Michelle M. Alexander; and

WHEREAS, it is necessary to amend the contract to reflect that Attorney is changing her name to Michelle M. Alexander; and

NOW THEREFORE, BE IT RESOLVED THAT the Superior Court Contract Amendment with Michelle M. McMillen be approved as presented and the attached amendment shall be designated as BCSC113MMA001A2.

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

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO
INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113MMM001**

THIS AGREEMENT previously entered into by and between **MICHELLE M. MCMILLEN**, attorney at law, Washington State Bar Association No. **29291** ("Attorney") and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court is hereby amended as follows:

The first sentence in the preceding introductory paragraph shall be amended to read: "**Michelle M. Alexander**", attorney at law,"

All remaining terms of the agreement shall remain the same. In the event of a conflict between the terms of the original agreement and this amendment, the terms of this amendment shall control.

This amendment shall be designated **BCSC1113MMA001A2**.

In witness whereof, the parties hereto have entered into and executed this Agreement on the date set forth below.

Date: _____

Date: 10-2-12

BENTON COUNTY

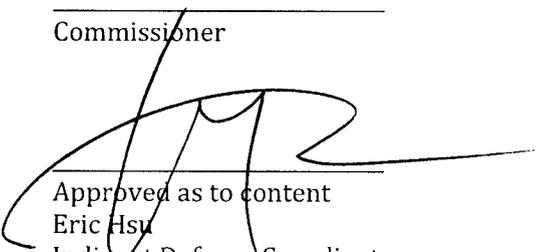
ATTORNEY

Chairman

Michelle Alexander

Commissioner

Commissioner



Approved as to content
Eric Hsu
Indigent Defense Coordinator

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

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

Requested meeting date: **October 23, 2012**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **Eric Hsu**
Reviewed by: **Loretta Smith-Kelty**

BACKGROUND INFORMATION

Attorney Jennifer Azure currently holds a Superior Court public defense contract. Attorney Azure has changed the corporate structure of her law firm and a corresponding amendment in her contract is necessary so as to match the W-9 she has on file with the Benton County Auditor's Office.

SUMMARY

Amendment of Superior Court contract to properly reflect change in law firm name and corporate structure for attorney Jennifer Azure.

RECOMMENDATION

Approve resolution. Execute Contract Amendment.

ANTICIPATED FISCAL IMPACT

No impact.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY JENNIFER M AZURE TO REFLECT THE CHANGE TO HER FIRM NAME.

WHEREAS, attorney Jennifer M Azure (“Attorney”) currently holds a Superior Court public defense contract in Benton County; and

WHEREAS, Attorney has modified the corporate structure of her law firm and an amendment to her contract is therefore necessary and appropriate so as to match the information in the W-9 she has on record with the Benton County Auditor’s Office;

NOW THEREFORE, BE IT RESOLVED THAT the proposed Contract Amendment, changing the corporate structure information for Attorney’s firm, be executed as presented, and this Contract Amendment be designated BCSC1113JMA001A.

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

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO
INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1112JMA001A**

THIS AGREEMENT previously entered into by and between **JENNIFER M. AZURE**, attorney at law, Washington State Bar Association No. **30494** ("Attorney") and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court is hereby amended as follows:

The first sentence in the preceding introductory paragraph shall be amended to read: "**Jennifer M. Azure**", attorney at law, dba **Azure Law Office, PLLC**"

All remaining terms of the agreement shall remain the same. In the event of a conflict between the terms of the original agreement and this amendment, the terms of this amendment shall control.

In witness whereof, the parties hereto have entered into and executed this Agreement on the date set forth below.

Date: _____

Date: 10/11/12

BENTON COUNTY

ATTORNEY

Chairman

Jennifer M. Azure

Commissioner

Commissioner

Approved as to content
Eric Hsu
Indigent Defense Coordinator

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

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

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

BACKGROUND INFORMATION

Attorney Michelle Trombley presently holds a District Court public defense contract for conflict and overflow coverage with up to 200 cases per year pursuant to Resolution 2012-213. Due to the larger than anticipated increase in indigent defense appointments in Benton County District Court in 2012, it is in Benton County's best interests to increase the ability of conflict and overflow attorneys, such as attorney Trombley, to handle overflow cases.

SUMMARY

The District Court public defense contract with Michelle Trombley for conflict and overflow coverage be amended to allow for a maximum of 250 District Court indigent defense appointments per year with all other provisions, including compensation, remaining the same.

RECOMMENDATION

Approve resolution. Execute amendment.

ANTICIPATED FISCAL IMPACT

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

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING PROFESSIONAL SERVICES AGREEMENT BCDC1213001L WITH ATTORNEY MICHELLE TROMBLEY TO INCREASE THE NUMBER OF APPOINTMENTS SHE CAN ACCEPT IN ANY GIVEN YEAR FROM 200 TO 250.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

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

WHEREAS, Benton County presently contracts with attorney Michelle Trombley to provide indigent defense conflict and overflow coverage in Benton County District Court of up to 200 cases per year pursuant to Resolution 2012-213; and

WHEREAS, because of a larger than anticipated increase in indigent defense appointments in Benton County District Court in 2012, it is in Benton County's best interests to increase the ability of conflict and overflow attorneys, such as attorney Trombley, to handle overflow cases; and

WHEREAS, attorney Trombley is ready, willing and capable of accepting 250 cases per year instead of 200 cases;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Michelle Trombley, providing for up to 200 District Court indigent defense appointments per year, with compensation in the amount of \$164 per case plus trial per diems and other applicable expenses as provided in section 12 of the underlying agreement, be amended as provided in the proposed Amended Agreement, to allow for a maximum of 250 District Court indigent defense appointments per year with all other provisions, including compensation, remaining the same.

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**

cc: Originals – OPD, Michelle Trombley
Copy – Auditor, District Court, R. Ozuna

**AMENDMENT TO:
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1213001L**

THIS AGREEMENT, previously entered into by and between **Michelle Tobin Trombley**, attorney at law, dba **Rodriguez & Associates, P.S.**, Washington State Bar Association # **42912** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

SHALL BE AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS.** The phrase "two hundred (200)" in the first sentence of this paragraph is amended to read "two hundred fifty (250)".

This amended agreement shall be designated BCDC1213001LA. All other provisions shall remain the same.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

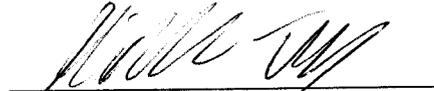
DATE: _____

DATE: 9-18-12

BENTON COUNTY

ATTORNEY

Chairman

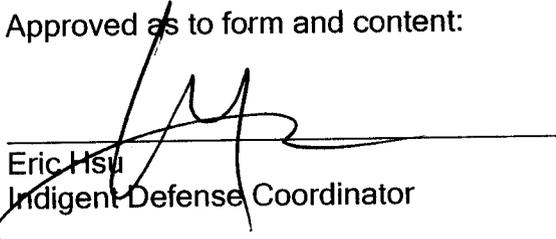


Michelle T. Trombley

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu
Indigent Defense Coordinator

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: TO APPROVE A TASK ASSIGNMENT ASSOCIATED WITH THE GOVERNMENT AGREEMENT FOR LAND ACQUISITION, RELOCATION, AND RELATED SERVICES BETWEEN WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND BENTON COUNTY TO PERFORM THE CERTIFICATION REVIEW FOR THE TRAVIS ROAD – SELLARDS ROAD TO HENSEN ROAD PROJECT

WHEREAS, by resolution 2012-494 dated August 28, 2012, a Government Agreement (GCB1333) with the Washington State Department of Transportation to utilize the State’s resources in land acquisition, relocation and related services was approved; and

WHEREAS, per said Government Agreement, Benton County is contracting with the Washington State Department of Transportation, South Central Region, Real Estate Services Office, by an associated Task Assignment, to perform the certification review for the Travis Road – Sellards Road to Hensen Road Project; NOW, THEREFORE,

BE IT RESOLVED that the Task Assignment to the Government Agreement for Land Acquisition, Relocation, and Related Services between the Washington State Department of Transportation and Benton County be and hereby is approved, and the Chairman is authorized to sign said Task Assignment; and

BE IT FURTHER RESOLVED it is estimated that the total manpower expenditures to provide the Task Assignment services will not exceed \$5,000.00. Any costs by the Real Estate Services in excess of \$5,000.00, plus 25 percent, will require additional written authorization by Benton County; and

BE IT FURTHER RESOLVED all work is estimated to be done by January 31, 2013.

Dated this 23rd day of October, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Orig.: Public Works

B. Thorp

TASK ASSIGNMENT

(Pursuant to Paragraph II-A of Government Agreement, GCB1333)

Project Title: Travis Road – Sellards Road to Hensen Road

Project Description: Benton County will realign and reconstruct a two lane roadway with ACP to an all-weather standard.

Task Description – CERTIFICATION REVIEW: Benton County is contracting with the Washington State Department of Transportation, South Central Region, Real Estate Services Office to perform the certification review for the Travis Road Project.

It is estimated that the total manpower expenditures to provide the above referenced services will not exceed \$5,000.00. Any costs by Real Estate Services in excess of the above referenced estimate, plus 25 percent, will require additional written authorization by Benton County.

All work is estimated to be done by January 31, 2013.

The undersigned agree to the conditions and responsibilities set forth herein and hereby agree to provide these services in the manner described in the before mentioned GCB1333 Agreement.

Submitted this 16th day of October, 2012.

BENTON COUNTY

James R. Beaver
Chairman, Board of County Commissioners

Approved as to Form:



Deputy Prosecuting Attorney

Accepted and Approved this _____ day of _____, 2012

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

Bill Hicks
Manager, Real Estate Services

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A CONTRACT TO ALLAN ELECTRIC, INC. FOR THE INSTALLATION OF NEW ELECTRICAL SERVICE AT THE BENTON COUNTY ROAD MAINTENANCE TRUCK STORAGE FACILITY IN KENNEWICK, WASHINGTON

WHEREAS, new electrical service to the truck storage facility at the Benton County Road Maintenance Yard in Kennewick is necessary to have sufficient electrical outlets and lighting at the facility; and

WHEREAS, per resolution 2012-056, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, a Request for Proposal was prepared and the following quotes were received:

- Allan Electric, Inc., Kennewick, Washington – ALLANEI911NC - \$6,600.00 Plus WSST
- Sierra Electric, Inc., Pasco, Washington – SIERREI021CZ - \$7,590.00 Plus WSST
- A & B Electric, Inc., Kennewick, Washington – ABELEI*362LJ - No Bid
- Total Energy Management, Inc., Richland, Washington – TOTALEM081QC – No Bid

WHEREAS, the Public Works Manager reviewed the bids and recommends a contract be awarded to Allan Electric, Inc., Kennewick, Washington, for the quoted amount of \$6,600.00 plus WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees to move forward with this project and award the installation of the new electrical service as specified in the Request for Proposal at the Benton County Road Maintenance Truck Storage Facility in Kennewick to Allan Electric, Inc., Kennewick, Washington, for a total contract amount of \$6,600.00 plus WSST; and

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

BE IT FURTHER RESOLVED the term of this contract shall begin October 16, 2012 and shall expire on November 30, 2012.

Dated this 23rd day of October 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

**PUBLIC WORKS 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 Allan Electric, Inc., with its principal offices at 918-A West Canal Drive, 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 these terms and conditions and the following document(s)

- a. Exhibit A - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin October 16, 2012 and shall expire on November 30, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide all permits, inspections, labor, equipment, and materials necessary to remove the old electrical service and install a new 200 AMP service, repair/replace existing electrical equipment, add additional receptacles as necessary, and arrange the circuitry for the block heater receptacles as such that there will be only one receptacle per 20 amp circuit. The work will include wiring for 220 volt pressure washer system and an all-weather 220 volt outlet to power an asphalt patch truck heating unit. 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 remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 1965 ERR - CRUSHING AND STOCKPILING 2013

WHEREAS, it is the intention of the Board of County Commissioners to crush and stockpile surfacing materials for road construction and maintenance functions; and

WHEREAS, a bid packet (No. CB-12-04) was prepared by Benton County Public Works staff and submitted to the Benton County Prosecuting Attorney's office for review; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form Bid No. CB-12-04; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB-12-04 C.E. 1965 ERR - Crushing and Stockpiling.

Dated this 23rd day of October 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig.: Public Works

L. Moser

r. Contract w/Grover Dykes Auto Group, Inc., dba Legacy Ford, for Auto Repair Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 10/16/2012	Execute Contract	_____	Consent Agenda <u> X </u>
Subject: Personal Service Contract	Pass Resolution	<u> X </u>	Public Hearing _____
Prepared by: A. Coverdell	Pass Ordinance	_____	1st Discussion _____
Reviewed by: R. Lukson	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

The jail transport vehicle #08-16 had mechanical issues and was transported to Grover Dykes Auto Group, Inc. dba Legacy Ford, Pasco, WA – UBI 602777550 for repairs and service for an amount not to exceed \$4,300.00

The Sheriff's Office recommends entering into an as needed personal service contract for services mentioned above and any future services needed for an amount not to exceed \$20,000.00.

RECOMMENDATION

Approve the attached resolution and personal service contract with Grover Dykes Auto Group Inc.

FISCAL IMPACT

No supplement needed. These expenditures shall be paid out of BCSO budget.

MOTION

Move to approve the personal services contract between Benton County and Grover Dykes Auto Group, dba Legacy Ford, Pasco, WA and authorize payment of current invoice not to exceed \$4,300.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PERSONAL SERVICE CONTRACT TO GROVER DYKES AUTO GROUP, INC. DBA LEGACY FORD FOR AS NEEDED AUTOMOBILE REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE FLEET OF MOTOR VEHICLES AND AUTHORIZING PAYMENT FOR PREVIOUS SERVICES

WHEREAS, contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall 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 jail transport vehicle #08-16 had mechanical issues and was transported to Grover Dykes Auto Group, Inc. dba Legacy Ford, Pasco, WA – UBI 602777550 for repairs and service for an amount not to exceed \$4,300.00; and

WHEREAS, the Sheriff's Office recommends entering into an as needed personal service contract for services mentioned above and any future automobile services needed; **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 a personal service contract between Benton County and Grover Dykes Auto Group, Inc. dba Legacy Ford, Pasco, WA for as needed services to in an amount not to exceed \$20,000.00 including WSST; and

BE IT FURTHER RESOLVED the board hereby authorizes payment for the previous services incurred for an amount not to exceed \$4,300.00; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached personal service contract; and

BE IT FURTHER RESOLVED the term of the attached contract commences immediately upon execution of both parties and shall expire on December 31, 2014.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Grover Dykes Auto Group

Prepared by: A. Coverdell

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Grover Dykes Auto Group, Inc., a Washington for profit corporation with its principal offices at 1225 Autoplex Way, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following document:

- a. Terms and Conditions; (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTY and shall expire on December 31, 2014. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. "As needed" automobile repair for the Benton County Sheriff's Office fleet of motor vehicles.
- 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 reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: October 23, 2012 Subject: MOU with Agrium Prepared by: C. Vannoy Reviewed by: A. Coverdell	Execute Contract _____ 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 Sheriff's Office was awarded a grant from the Washington State Military Department with funding from the U.S. Department of Homeland Security, Federal Emergency Management to acquire equipment to increase the preparedness capabilities for the safety and security of communities surrounding high-priority Critical Infrastructure and Key resource assets. Agrium has been identified as a critical asset due to the character of its industrial product. A portion of these funds had been designated to purchase a security camera system to be installed and maintained by Agrium U.S Inc.

The camera system has been purchased for the Agrium site. A MOU has been drafted to establish the agreement for the installation and maintenance of the security camera system.

RECOMMENDATION

Approve and sign the Memorandum of Understanding between Benton County and Agrium U.S. Inc.

FISCAL IMPACT

No impact, funded through FFY10 BZPP Grant Agreement Number E12-294.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON COUNTY AND AGRIMUM U.S. INC.

WHEREAS, the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has provided funds to Benton County through the FFY10 Buffer Zone Protection Program (BZPP grant) under grant agreement number E12-294, the DHS provides funds to increase the preparedness capabilities of jurisdictions responsible for the safety and security of communities surrounding high-priority Critical Infrastructure and Key resource (CI/KR) assets through planning and equipment acquisition; and

WHEREAS, resolution 2012-437 authorized participation in the BZPP grant; and

WHEREAS, Agrium U.S. Inc. has been designated a CI/KR site; and

WHEREAS, through the provisions of the grant, the Benton County Sheriff's Office has purchased a video assessment security camera system; and

WHEREAS, the County has established a Memorandum of Understanding with Agrium U.S. Inc. for establishing the requirements of installing and maintaining the security camera system; and

WHEREAS, the agreement has been approved as to form by the Benton County Prosecuting Attorney's Office; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby approves the Memorandum of Understanding between Benton County and Agrium U.S. Inc.; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman of the Board to sign the attached Memorandum of Understanding between Benton County and Agrium U.S. Inc.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Sheriff's Office
Cc: Agrium U.S. Inc.

A. Coverdell

MEMORANDUM OF UNDERSTANDING

BETWEEN BENTON COUNTY (County) AND AGRIMUM U.S. INC. (Agrium)

In July of 2012, the Washington State Military Department and the U.S. Department of Homeland Security executed a grant with Benton County in the amount of \$25,083.26 to increase the preparedness capabilities for jurisdictions responsible for the safety and security of communities surrounding high-priority Critical Infrastructure and Key Resource (CI/KR) assets through planning and equipment acquisition. (attached hereto as Exhibit "A" and incorporated by reference).

Agrium U.S. Inc. has been designated a CI/KR site. Under the terms of the grant, the Benton County Sheriffs' Office has been tasked as the purchasing agent for Agrium U.S. Inc.

As such, the Benton County Sheriff's Office agrees to purchase the below cited equipment for Agrium with a portion of the grant funding provided in Exhibit A. Agrium agrees that upon delivery of the equipment, it will comply with all the applicable terms of Exhibit "A" including but not limited to the Equipment Management Provisions of Article VII and the specific instructions applicable to Agrium under AEL# 14SW-01-VIDA found in pg. 17 of Exhibit "A". Furthermore, upon delivery of the equipment it will become the property and responsibility of Agrium for all purposes including installation. Agrium agrees to provide all necessary training, maintenance and storage for the equipment and will be responsible for the inventory accountability to the Washington State Military Department and the State of Washington for audits on said equipment. Finally, Agrium shall hold harmless, defend, and indemnify the County, its officers, officials, employees and agents from any and all claims, actions, suits, charges and judgments whatsoever that arise out of its performance or nonperformance of the subject matter called for in this MOU and its attachments. Provided, that Agrium's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

BZPP 2010 EQUIPMENT TO BE DISTRIBUTED

FROM

THE BENTON COUNTY SHERIFF'S OFFICE

TO

AGRIUM U.S. Inc

- PCMALLgov AXIS CAMERA SYSTEM qty.1 AEL# 14SW-01-VIDA
- Total cost including sales tax and shipping: \$12,324.54



Authorized signature (Agrium)

10/8/2012

Date

Chairman of the Board of County Commissioners

Date

Approved as to form:



Ryan Lukson, Civil DPA

8/30/12

Date

**Washington State Military Department
GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: Benton County Sheriff's Office 7122 W. Okanogan Place, Bldg B Kennewick, WA 98336-2359		2 Grant Agreement Amount <p align="center">\$25,083.26</p>	3 Grant Agreement Number: <p align="center">E12-294</p>
4 Sub-grantee's Contact Person, phone number Clay Vannoy, 509-735-6555 xt.3283 Clay.vannoy@co.benton.wa.us		5 Grant Agreement Start Date: <p align="center">June 1, 2010</p>	6 Grant Agreement End Date: <p align="center">August 31, 2012</p>
7 MD Program Manager/phone number. Gary Stumph/253-512-7483 Gary.stumph@mil.wa.gov		8 Data Universal Numbering System (DUNS #): <p align="center">083738997</p>	9. UBI # (state revenue): <p align="center">035000971</p>
10 Funding Authority Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)			
11. Funding Source Agreement #: 2010-BF-T0-0022	12 Program Index # & OBJ/SUB-OJ <p align="center">703BL</p>	13 CFDA # & Title: <p align="center">97.078 BZPP</p>	14 TIN or SSN: <p align="center">91-6001296</p>
15. Service Districts: (BY LEGISLATIVE DISTRICT): 16 (BY CONGRESSIONAL DISTRICT): 4		16. Service Area by County(ies): <p align="center">Benton</p>	17 Women/Minority-Owned, State Certified? <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Govt <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19 Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39 34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21 Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22 BRIEF DESCRIPTION: The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to state and local units of government through the FFY10 Buffer Zone Protection Program (BZPP), the U.S. Department of Homeland Security (DHS) provides funds to increase the preparedness capabilities of jurisdictions responsible for the safety and security of communities surrounding high-priority Critical Infrastructure and Key resource (CI/KR) assets through planning and equipment acquisition.			
IN WITNESS WHEREOF, the Department and Sub-grantee acknowledge and accept the terms of this Grant Agreement and attachments hereto and have executed this Grant Agreement as of the date and year written below: This Grant Agreement Face Sheet Special Terms and Conditions (Exhibit A), General Terms and Conditions (Exhibit B), Statement of Work (Exhibit C) and Budget (Exhibit D) govern the rights and obligations of both parties to this Grant Agreement			
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and if attached, (e) Any other provisions of the Grant Agreement incorporated by reference.			
This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.			
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.			
FOR THE DEPARTMENT: <i>James M. Mullen 3/8/10</i> Signature _____ Date _____ James M. Mullen, Director Emergency Management Division Washington State Military Department		FOR THE APPLICANT: <i>James Beaver 7-31-12</i> Signature _____ Date _____ James Beaver, Chairman	
APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General		APPROVED AS TO FORM: <i>[Signature]</i> 7/31/12 Signature _____ Date _____	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>SHERIFF</u>
Meeting Date: 10/23/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Emergency Services	Pass Resolution _____	Public Hearing _____
Prepared by: A. Coverdell	Pass Ordinance _____	1st Discussion _____
Reviewed by: LSK	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

On October 4, 2012 the Bi-Directional Amplifier (BDA) system in the Benton County Jail failed, resulting in limited radio capability within the building.

The Undersheriff was notified and he notified the Deputy County Administrator and explained the limited radio communication was an emergency situation due to safety concerns.

They contacted Day Wireless Systems who currently holds the contract for maintenance of electronic communications equipment to include the hand held devices used in the jail and they indicated that it was going to take 7 to 8 weeks for the parts and repairs. However, informed the Undersheriff that they have a new 800 MHz Bi-Directional Amplifier ready to go for installation at another County facility, but due to delays at that County it was available for immediate installation at Benton County for the amount of \$11,797.35 including WSST.

Due to safety concerns, the Undersheriff authorized Day Wireless Systems to install the new equipment.

RECOMMENDATION

The recommendation is to declare the purchase and installation of a new 800 MHz Bi-Directional Amplifier (BDA) an emergency and authorize Benton County Sheriff Personnel to negotiate a public works contract in the amount of \$11,797.35 including WSST to be placed on the agenda at a later date for signature.

FISCAL IMPACT

The contract amount of \$11,797.35 will be paid from 0000101.120 (Sheriff Custody Fund) with no supplement needed.

MOTION

Move to declare the purchase and installation of a new 800 MHz Bi-Directional Amplifier an emergency and authorize the Benton County Sheriff Personnel to negotiate a public works contract in the amount of \$11,797.35 including WSST to be placed on the agenda at a later date for signature.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS DECLARING AN EMERGENCY FOR THE PURCHASE AND INSTALLATION OF A NEW 800 MHZ BI-DIRECTIONAL AMPLIFIER (BDA) LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, on October 4, 2012 the Bi-Directional Amplifier (BDA) system in the Benton County Jail failed, resulting in limited radio capability within the building; and

WHEREAS, the Undersheriff was notified of the situation and in turn notified the Deputy County Administrator and explained that the limited radio communication was an emergency condition because jail staff could not communicate without constraints; and

WHEREAS, the Benton County Sheriff's office currently contracts with Washington Communications LLC, dba/Day Wireless Systems, Pasco, WA – Contractor's License No. DAYWIS*001CP for maintenance of electronic communications equipment to include hand held devices used in the jail facility; and

WHEREAS, after contacting Day Wireless Systems, it was determined that it would take seven to eight weeks for repairs to be completed; and

WHEREAS, Day Wireless System informed Benton County that there was a new (BDA) available that was to be installed for another county, but due to delays at that county the device was available for immediate installation at Benton County for an amount not to exceed \$11,797.35 including W.S.S.T.; and

WHEREAS, due to safety concerns, the Benton County Undersheriff authorized Day Wireless Systems to replace the Bi-Directional Amplifier with the new equipment available; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby declares the purchase and installation of the new 800 MHz Bi-Directional Amplifier an emergency; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff personnel to negotiate a public works contract between Benton County and Washington Communications, LLC dba/ Day Wireless Systems in the amount of \$11,797.35 including W.S.S.T. to be placed on the consent agenda at a later date for signature.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor; Day Wireless System

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: <u>10/23/12 9:05AM</u>	Execute Contract	_____	CONSENT AGENDA <u>X</u>
SUBJECT: <u>Line Item Transfer</u> _____ _____	Pass Resolution	<u>X</u>	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
	Pass Motion	_____	2 ND DISCUSSION _____
	Other	_____	OTHER _____
Prepared By: <u>Pat Austin</u>	Other	_____	
Reviewed By: <u>Keith Mercer</u>	Approve for Hearing	_____	

BACKGROUND INFORMATION

Request for line item transfer of funds to more accurately cover the costs incurred for operation of the Superior Court Family Court Services. Under the new travel policy employees are to use county vehicles, if available, when conducting business away from the office. The above transfer allows for payment of automobile repair and maintenance.

SUMMARY

See attached line item transfer spreadsheet itemizing the transfer

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

No fiscal impact. All funds are within the Superior Court 2011-2012 budget.

MOTION

I move to approve Resolution No. _____ authorizing line item transfers in the amount of \$200.00 as outlined on Exhibit "A" of the Resolution.

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 123.

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: Commissioners; Auditor; File, Superior Court

GILES

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court Dept Nbr: 123
 Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Superior Court Family Court Services TRANSFER TO: Superior Court Family Court Services

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.211	4901	Association Dues	\$200	512.211	9802	Vehicle Repair & Maint.	200
TOTAL			\$200	TOTAL			\$200

Explanation: Transfer of funds to more accurately cover the costs incurred for operation of Family Court Services for vehicle repair and maintenance.

Prepared by: Patricia Austin, Superior Court Administrator Date: 15-Oct-2012
 Approved Denied Date:

 Chairman

 Member

 Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2012/13 IN THE AMOUNT OF \$397,662 FOR ADULT SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the WIA Adult Services for PY12/13; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract between the WDC and Career Path Services, in the amount of \$397,662.00 for Adult Services, effective July 1, 2012 through June 30, 2013, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

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

T. Kopf

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2012/13 IN THE AMOUNT OF \$538,046 FOR DISLOCATED WORKER SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the WIA Dislocated Worker Services for PY12/13; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract between the WDC and Career Path Services, in the amount of \$538,046.00 for Dislocated Worker Services, effective July 1, 2012 through June 30, 2013, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

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

T. Kopf

Certification Regarding Debarment and Suspension

APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Career Path Services	

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2011/2012 & 2012/13 IN THE AMOUNT OF \$715,986 FOR NATIONAL EMERGENCY GRANT SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the WIA National Emergency Grant Services for PY 11/12 & 12/13; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract between the WDC and Career Path Services, in the amount of \$715,986.00 for National Emergency Grant Services, effective May 1, 2012 through June 30, 2013, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

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

T. Kopf

**WORKFORCE INVESTMENT ACT
SERVICE PROVIDER CONTRACT**
CFDA #17.278 BF-WDC Contract No. S-PY11 & 12-National Emergency Grant

This contract is between Career Path Services Employment & Training, a Washington Non-Profit Corporation, hereinafter referred to as the "Contractor" and the Benton-Franklin Workforce Development Council, a Washington Non-Profit Corporation, Inc., hereinafter referred to as the "BF-WDC". All activities performed pursuant to this contract and all subsequent modifications will be in accordance with the Workforce Investment Act (WIA) of 1998, and its accompanying regulations, and all applicable federal, state, and local laws, rules, and regulations, Washington State policies and guidelines, and the BF-WDC policies and guidelines.

All rights and obligations of the parties to this contract shall be subject to and governed by the General Terms and Conditions attached hereto as Exhibit A, the Statement of Work attached as Exhibit B, the Budget attached as Exhibit C, Certification Regarding Lobbying attached as Exhibit D, and the Certification Regarding Debarment attached as Exhibit E.

The period of performance of this Contract shall commence on May 1, 2012, regardless of the date of execution, and be completed on March 31, 2013, unless terminated sooner as provided herein. If the BF-WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the BF-WDC shall have the right to immediately and unilaterally reduce the maximum amount due, as identified below, or terminate all or part of this contract. If this contract is terminated early, the Contractor is only entitled to reimbursement of actual WIA expenditures prior to the date of termination.

Payments to the Contractor by the BF-WDC for services performed under this contract are limited to and may not exceed \$715,986.

This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE BF-WDC

FOR THE CONTRACTOR

 10/1/12

Executive Director _____ Date

CEO _____ Date

Received & Reviewed:

Approved as to form:

Chairman, Benton Co. Commissioners _____ Date

 10/1/12
Benton Co. Deputy Prosecuting Attorney _____ Date

Chairman, Franklin Co. Commissioners _____ Date

Franklin Co. Deputy Prosecuting Attorney _____ Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2012/13 IN THE AMOUNT OF \$115,458 FOR IN-SCHOOL YOUTH SERVICES AND \$269,403 FOR OUT-OF-SCHOOL YOUTH SERVICES

WHEREAS, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

WHEREAS, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

WHEREAS, the WDC has presented a contract between the WDC and Career Path Services for the WIA In-School Youth and Out-of-School Services for PY12/13; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed contract between the WDC and Career Path Services, in the amounts of \$115,458 and \$269,403 for In-School Youth and Out-of-School Youth Services respectively, effective July 1, 2012 through June 30, 2013, and does not object to such contract; and,

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

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

T. Kopf



October 15, 2012

Benton County Commissioner and Adam J. Fyall
Post Office Box 190
Prosser, Washington 99350

Dear Commissioners and Mr. Fyall,

Prosser EDA would like to extend its sincere appreciation for Benton County support to bring about job creation, business start-ups and expansions to the west end of the county. Thank you for these much needed resources!

As we prepare to renew Prosser EDA's contract for 2013, the Board of Directors would like the county to take into consideration an increase in the contractual amount from \$10,000.00 to \$12,500.00. This small addition would help align the county with other public funding sources (City of Prosser and Port of Benton). Equal partnerships are a critical need in balancing support for economic development in Prosser and the outlying areas.

Prosser EDA's funding needs have increased due to increased activity. As outlined in our 10 year strategic plan, the Board, along with three sub-committees, is working diligently to bring business and people to Prosser. Continuing to build and promote a sustainable community by leading projects to create economic growth for our citizens is the focus and mission of our organization. Please take a few minutes to review the enclosures which measure past accomplishments, as well as specifically identify next year's work plan.

We look forward to working with you next year and in the years to come!

Sincerely,

A handwritten signature in black ink that reads "Jane Hagarty". The signature is fluid and cursive.

Jane Hagarty
President

**PROSSER ECONOMIC DEVELOPMENT ASSOCIATION
STRATEGIC BUSINESS PLAN 2012-2022
BY COMMITTEE**

ORGANIZATION

Strengthen PEDA Organization

- Membership recruitment, engagement
- Partnership / Advocacy with partners
- Business Services Offerings
- Future Facility needs
- Grant Writer Program opportunities

Initiatives: Plans	Lead Org./Committee	Measurement	Results	Due Date/ Results
Membership	PEDA Board	<ul style="list-style-type: none"> ➤ 30 members ➤ 33 members ➤ 36 members ➤ 39 members ➤ 42 members 	➤ 30 members	2012 2013 2015 2018 2022
Individual Contact		<ul style="list-style-type: none"> ➤ Welcome arm to the community 		2013
Increase engagement of people, those on and outside of Board		<ul style="list-style-type: none"> ➤ Public invited to showcase the Strategic Plan - ➤ Review working numbers, expertise, connections of committee members ➤ Include information in annual meeting 	➤ 2012 Annual Meeting - PowerPoint Presentation	2012 2013 2015-2022

Work with Chamber		<ul style="list-style-type: none"> ➤ schedule meeting ➤ review prior years 	<ul style="list-style-type: none"> ➤ Summer 2012 Prosser EDA representation on Chamber Board 	<p>2012</p> <p>2013-2022</p>
Clarify roles with Community partners- Chamber and Downtown		<ul style="list-style-type: none"> ➤ Review Bylaws ➤ Schedule meeting Partners endorse Strategic Plan and/or take lead role on elements of Strategic Plan 	<ul style="list-style-type: none"> ➤ Reviewed & adopted on 9/4/2012 ➤ Created & Distributed Prosser Non-Profit Organization flyer ➤ Created & Distributed: <ul style="list-style-type: none"> • FAQ's • Organization Accomplishment Brochure • Membership Brochure 	<p>2012</p> <p>2013</p>
Future Facility Needs	Organization Committee	<ul style="list-style-type: none"> ➤ Assess space availability ➤ Opportunities for relocation ➤ Budget 	<ul style="list-style-type: none"> ➤ Cleaned & reorganized storage & office space ➤ Provided additional storage and office space to HDPA 	<p>2012</p> <p>2013</p> <p>2013</p>
Grant Writer Program	Organization Committee & GW Partners	<ul style="list-style-type: none"> ➤ Sustainability of Program ➤ Identify other potential partners ➤ Affects on community ➤ Promote ➤ Utilize success to grow program 	<ul style="list-style-type: none"> ➤ Addressed 3rd Quarter with funding partners 	<p>2012</p> <p>2013</p>

<p>Increase community engagement in achieving Prosser vision & unity</p>	<p>Organization Committee</p>	<ul style="list-style-type: none"> ➤ Engage Stakeholders: <ul style="list-style-type: none"> • Historic Downtown • Chamber • Port of Benton • School District • Hospital District • PEDDA • County ➤ Create a stylized "Prosser". (Perhaps via a contest?) ➤ Determine Brand Consensus ➤ Define Brand ➤ Develop a photography archive ➤ Established Brand- universally proclaimed and embraced 	<ul style="list-style-type: none"> ➤ Discussed promotion in media & community 	<p>2012</p> <p>2013</p> <p>2015</p> <p>2022</p>
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BUSINESS RECRUITMENT AND EXPANSION COMMITTEE:

Initiate business retention, expansion and recruitment around focused primary and support industries.

- Producers/Distributors of Retail Finished Goods
 - Specialty, unique markets
 - Handcrafted, locally made
 - Product demand from community & tourists
- Light industry, manufacturing
 - Food Processing (with low-water consumption)
 - Agricultural production industries up/down value chain – apples, cherries, grapes/wine, hops,
 - Cold storage/ bonded storage/packing sheds/warehousing
 - Distribution centers / logistics businesses
 - Barrel Coopers
- Wine, Culinary Arts and Wine/Food Tourism
 - Wineries
 - Clore Center
- Agricultural Education / R&D and applied R&D
 - WSU Prosser & Extension
 - CBC, YVCC
 - Port of Benton demonstration sites

Initiatives: Plans	Lead Committee	Measurement	Results	Due Date/ Results
Sector: Retail Businesses Producers / Distributors of Retail Finished Goods	Business Recruitment & Expansion Committee, Team Historic Downtown Prosser Assoc	➤ Identify sectors,	➤ Seeking wealth generating business as top priority	2012
		➤ Identify XX prospective producers to begin recruiting		2013
		➤ Retail Site Surveys, ➤ Results distributed to govt. partners for comp		2015

		<ul style="list-style-type: none"> planning, ➤ Continue recruitment process ➤ Share results of recruitment success. ➤ Review sectors & update to include emerging retail industries. ➤ Continue recruitment process. 		
Sector: Light Industrial/Manufacturing Businesses Agricultural Production, By-Products of Ag, Packing Sheds & Warehouses	Business Recruitment & Expansion Committee, Team Tridec Agriculture Committee & Local Ag Leader	<ul style="list-style-type: none"> ➤ Identify sectors, ➤ Use inventory for placement options, ➤ Identify XX prospective producers to begin recruiting ➤ Industrial Site Surveys, ➤ Results distributed to govt. partners for comp planning, ➤ Continue recruitment process ➤ Share results of recruitment success. ➤ Review sectors & update to include emerging ag industries. ➤ Continue recruitment. 	<ul style="list-style-type: none"> ➤ Seeking wealth generating business as top priority ➤ Quarterly update of inventory from realtors ➤ Committee strengths identified to match potential business interests for business assistance 	2012 2012-2013 2013 2015
Sector: Wine, Culinary Arts and Wine/Food Tourism Expand Wine	Business Recruitment & Expansion Committee, Team Wine Commission, WAWGG, Grape Society, AVA Assoc.	<ul style="list-style-type: none"> ➤ Winery Survey implemented, 	<ul style="list-style-type: none"> ➤ Combining this survey with industrial site survey to be implemented in 2013 	2012

		<ul style="list-style-type: none"> ➤ Use inventory for placement options, ➤ Analyze Results to identify sectors ➤ Identify XX prospective producers to begin recruiting ➤ Winery Survey with Industrial Site Survey, ➤ Results distributed to govt. partners for comp planning ➤ Continue recruitment process ➤ Share results of recruitment success. ➤ Review sectors & update to include emerging wine industries. ➤ Continue recruitment process. 	<ul style="list-style-type: none"> ➤ Coordinated business startup with Four Feathers Winery <ul style="list-style-type: none"> • Hosted state grape industry roundtable and tour with Senator Murray 	<p>2013</p> <p>2015</p>
Sector: Agricultural Education / R&D and applied R&D WSU Prosser & Extension	Business Recruitment & Expansion Committee, WSU, Hospital & Food Processing Partners	<ul style="list-style-type: none"> ➤ Determine R&D needs within industries. ➤ Benchmark job creation 		<p>2013</p> <p>2013</p>
Port of Benton demonstration sites	Business Recruitment & Expansion Committee, Port of Benton	<ul style="list-style-type: none"> ➤ Establish suitable site with appropriate zoning ➤ Identify new & existing business 	<ul style="list-style-type: none"> ➤ Worked with County Planning & Port of Benton to rezone a parcel of port property ➤ Worked to relocate existing business on port property 	2012
Water & Sewer Uses for	Business Recruitment &	<ul style="list-style-type: none"> ➤ Verify access for tunnel 	<ul style="list-style-type: none"> ➤ Information provided 	2012

Commercial Development	Expansion Committee & City	<p>on I-82.</p> <ul style="list-style-type: none"> ➤ Review future commercial needs. Develop table of potential industries based upon our water restrictions. ➤ Get bid for tunnel access across I-82 ➤ Review future projects by priority to develop a check-off list re: restrictions, conservation methods, pretreatment conditions, etc, ➤ Analyze neighboring cities' rates – is Prosser competitive? ➤ Future maintenance issues? 	by WSDOT & BFCOG	<p>2013</p> <p>2013</p> <p>2015</p> <p>2018</p>
Define Businesses to Recruit	Tridec, Business Recruitment & Expansion Committee	<ul style="list-style-type: none"> ➤ Survey Manufacturing & Food Processing Businesses ➤ Develop list of targets by sector 		<p>2012</p> <p>2013</p>
Business Friendly Environment	Tridec, Business Recruitment & Expansion Committee	<ul style="list-style-type: none"> ➤ Update website links ➤ Assist city in brochure implementation to streamline business application processes 	<ul style="list-style-type: none"> ➤ Updating information ➤ Committee review and brochure distribution 	<p>2012-2013</p> <p>2012</p>

PROJECT SPECIFIC COMMITTEE:

Evaluate to increase Recreational Tourism Opportunities

- Natural Resources – walking trails, bike & horseback riding trails
- Golf Course – destination and/or tied to Higher value Residential
- Tours – farms, energy generation, food processing

Initiatives: Plans	Lead Committee	Measurement	Results	Due Date/ Results
Recreational Tourism Opportunities				
Riding Trails (Walking, Bike & Horse)	City of Prosser & Benton County	<ul style="list-style-type: none"> ➤ Evaluate user demand and sustaining business model ➤ Land Appraisal 12/31/2013 ➤ Land Purchase 12/31/2013 ➤ Identify funding sources for ongoing maintenance ➤ Dedicated County Trail Fund ➤ 3500 acres owned, groomed for horse riding trails, other trail activities. 		2013 2014 2015 2022
Golf Course (cross reference to Residential housing development, Strategy 2)	Project Specific Committee & Golf Steering Committee	<ul style="list-style-type: none"> ➤ Update feasibility analysis on multiple sites ➤ Recruit golf course developer ➤ 18 hole course with Country Club; surrounded with mid- to high-income housing. 		2013 2014 2022
Farm / Winery Tours	Tourism, Chamber of Commerce	<ul style="list-style-type: none"> ➤ Assess feasibility: ➤ Survey for participating sites (willingness, market demand) 	<ul style="list-style-type: none"> ➤ Assessed feasibility Summer 2012 ➤ Reviewed potential farm tours based on crops of interest 	2012 2012

		<ul style="list-style-type: none"> ➤ Scheduled Tours of Farms & Wineries ➤ Understand Homeland Security restrictions on food producing facilities 	<ul style="list-style-type: none"> ➤ Researched transportation, tour agenda, & discussion with farmers ➤ Tabled in 2012 due to timing issues 	<p>2012</p> <p>2013</p> <p>2022</p>
Govt. & Public Partners, City of Prosser, Port of Benton, Benton County, WSU, Hospital, School District	Project Specific Committee	<ul style="list-style-type: none"> ➤ City & County Shoreline Management Review ➤ Review Comp Plans 	<ul style="list-style-type: none"> ➤ Representation on City Shoreline Committee 2012 to review and select bid proposals from consultants ➤ Representation on County Shoreline Committee 	<p>2012</p> <p>2012-2014</p> <p>2013</p>
Clare Center	Prosser EDA Board, Interested Citizens, Project Specific Committee	<ul style="list-style-type: none"> ➤ Capital Campaign ➤ Clare Staff ➤ Completed - self sufficient operations 	<ul style="list-style-type: none"> ➤ Weekly meetings to assess success ➤ Equipment inventory & white page for state request ➤ Provide guidance at weekly staff meetings 	<p>2012/2013</p> <p>2012-2013</p> <p>2015</p>
CBC, YVCC	Project Specific Committee, School District	<ul style="list-style-type: none"> ➤ Quantify need for higher education, ➤ Round Table Discussion to ID players ➤ Determine site & funding sources for branch campus ➤ Completed – operational with XXX students utilizing facility/resources 		<p>2013</p> <p>2014</p> <p>2015</p>

Prosser Economic Development Association

10 –Year Strategic Business Plan 2012-2022

Mission:

Prosser Economic Development Association (Prosser EDA) creates and promotes a sustainable community by leading projects to create economic growth for our citizens.

PEDA initiatives add value to the Prosser brand by improving the quality of life, stimulating a diverse economy, preserving environmental assets, and forging key alliances which results in measurable increases in vital economic indicators of a healthy, growing community.

Vision – Prosser is

- Washington’s center of excellence for wine production, appreciation and experiential education including wine-making, culinary arts and the wine lifestyle.
- Supportive of private business.
- Washington’s leader in applied science & technology and innovation in agriculture – in production, sustainable processing and education.
- A vibrant, diverse economy serving families, business, visitors and neighboring communities
- 100 Best Communities for Young People
- A robust destination for tourism centered on the wine lifestyle and agricultural experience and education, and on outdoor recreational features.

Board Adoption: 11/03/11

Core Values: “Prosser” Brand

Livability – quality of life: family wage jobs, affordable housing, quality schools, continuing education, recreational and social offerings

- Environmental stewardship – preserving farm land and natural resources; conscientious consumer; concurrently striving for balance between environmental stewardship and economic development
- Quality, integrity in people, products, processes.

Key Strategies – from Vision, SWOT Analysis – Initiatives and Plans

Strategy 1: Preserve and promote Prosser brand; consider brand in all initiatives and decisions. Core Values are incorporated in initiatives, understood in messages and reflected in business recruitment criteria. Prosser Pride is a rallying point.

- Increase community adoption and engagement in achieving Prosser vision
- Create a “Leadership – Prosser” program to train up and educate citizens to become knowledgeable leaders.

Strategy 2: Increase available development land, utility infrastructure, transportation access to meet long-range goals

- Commercial Land – increase availability: secure, develop large parcels
 - Land – City spray field
 - Water - available, affordable for industry
 - Natural Gas – available north of I-82
 - Urban Growth Boundary Review
- Residential Properties
 - Riverfront development
 - Housing available for all income segments
 - Housing north of Airport
- Utility infrastructure
 - Water, Sewer extended across I-82
- Transportation access

- Exit #80
- Frontage Road
- Exit #81 – *defer for future discussion*

Strategy 3: Initiate business retention, expansion and recruitment around focused primary and support industries.

- Producers/Distributors of Retail Finished Goods
 - Specialty, unique markets
 - Handcrafted, locally made
 - Product demand from community & tourists
- Light industry, manufacturing
 - Food Processing (with low-water consumption)
 - Agricultural production industries up/down value chain – apples, cherries, grapes/wine, hops,
 - Cold storage/ bonded storage/packing sheds/warehousing
 - Distribution centers / logistics businesses
 - Barrel Coopers
- Wine, Culinary Arts and Wine/Food Tourism
 - Wineries
 - Clore Center
- Agricultural Education / R&D and applied R&D
 - WSU Prosser & Extension
 - CBC, YVCC
 - Port of Benton demonstration sites

Strategy 4: Evaluate to increase Recreational Tourism Opportunities

- Natural Resources – walking trails, bike & horseback riding trails
- Golf Course – destination and/or tied to Higher value Residential
- Tours – farms, energy generation, food processing

Strategy 5: Strengthen PEDA Organization

- Membership recruitment, engagement
- Partnership / Advocacy with partners
- Business Services Offerings
- Future Facility needs
- Grant Writer Program opportunities

Strategy 1: Prosser Brand to preserve, promote

Initiatives: Plans	Lead Org. / Committee	2012 Results Measurement	2013 Results Measurement	2015 Results Measurement	2018 Results Measurement	2022 Results Measurement
1.0 Brand Strategy						
1.1 Increase community engagement in achieving Prosser vision & unity.	Organization Committee	Engage Stakeholders: > Historic Downtown > Chamber > Port of Benton > School District > Hospital District > PEDA > County	>Create a stylized "Prosser". (Perhaps via a contest?) >Determine Brand Consensus >Define Brand	>Develop a photography archive		>Established Brand - universally proclaimed and embraced.
1.2 Sustain an Economically Vibrant Historic Downtown	Historic Downtown	>Continue to participate at Committee and/or Board level. >Begin segments of Market Analysis to understand business climate & consumer.	>Provide business assist. & direction for recruitment, retainment, expansion & marketing utilizing Market Analysis.	>Assist with Community-wide Consumer/Tourist Survey. Interpret results to implement strategies for building a strong "buy" local program.		

Strategy 2: Expand Prosser Assets for Development

Initiatives: Plans	Lead Org. / Committee	2012 Results Measurement	2013 Results Measurement	2015 Results Measurement	2018 Results Measurement	2022 Results Measurement
2.1 Commercial Land 2.1.1 Land (City spray field)	Project Specific Committee & City	> Identify & List inventory of existing development properties. >Zoning - check proper classification for commercial use.	>Determine uses >Transportation & access issues >Decibel Testing >Site Plan Development	>Update, land inventory 12/31/2015		
2.1.2 Water & Sewer Uses for Commercial Development	Business Recruitment & Expansion Committee & City	>Verify access for tunnel on I-82. >Review future commercial needs. Develop table of potential industries based upon our water restrictions.	>Get bid for tunnel access across I-82	>Review future projects by priority to develop a check-off list re: restrictions, conservation methods, pretreatment conditions, etc,	>Analyze neighboring cities' rates – is Prosser competitive? >Future maintenance issues?	
2.1.3 Natural Gas – Across 6 th St. Bridge & available north of I-82	Project Specific Committee & City	>Gas line across bridge and to 2 large gas consumers	>Develop incentive for extension of gas line down Wine Country Road to Exit 80	>Determine partners & efforts necessary to cross I-82. >Conversations with property owners to engage vision for future development	>Land Uses > Create site plan	

2.1.4 Turnkey SEPA Plan	Business Recruitment & Expansion Committee & City	>Review SEPA procedure by sections >ID portions that could be pre-determined >Reduce processing time for permitting	>On track with keeping business friendly?			
Initiatives: Plans	Lead Org. / Committee	2012 Results Measurement	2013 Results Measurement	2015 Results Measurement	2018 Results Measurement	2022 Results Measurement
2.3 Transportation Access 2.3.1 Exit 80	Project Specific Committee, City, County, WSDOT, Property Owners	>Current analysis of access issues & what to be expected with increased traffic. >Round Table Discussions with Stakeholders >Annexation & access discussions	>Proposed design presented >Funding options >Create timeline for completion	>Implementation		
2.3.2 Frontage Road > Merlot - Hinzerling > Gap - Shelby	Project Specific Committee, County, Port, Property Owners	>Contact Owners - learn price, terms to acquire	>Create timeline & priority for purchase. >Market property for development >Begin discussions for infrastructure	>Infrastructure completed.		

Strategy 3: Business Retention, Expansion, Recruitment in focus sectors						
		2012 Results Measurement	2013 Results Measurement	2015 Results Measurement	2018 Results Measurement	2020 Results Measurement
3.1 Sector: Retail Businesses 3.1.1 Producers / Distributors of Retail Finished Goods	Business Recruitment & Expansion Committee, Team Historic Downtown Prosser Assoc	>Identify sectors, >Use inventory for placement options, > Identify XX prospective producers to begin recruiting	>Retail Site Surveys, >Results distributed to govt. partners for comp planning, >Continue recruitment process	>Share results of recruitment success. > Review sectors & update to include emerging retail industries. >Continue recruitment process.		
3.2 Sector: Light Industrial/Manufacturing Businesses 3.2.1 Agricultural Production, By-Products of Ag, Packing Sheds & Warehouses	Business Recruitment & Expansion Committee, Team Tridec Agriculture Committee & Local Ag Leaders	>Identify sectors, >Use inventory for placement options, > Identify XX prospective producers to begin recruiting	>Industrial Site Surveys, > Results distributed to govt. partners for comp planning, >Continue recruitment process	>Share results of recruitment success. >Review sectors & update to include emerging ag industries. >Continue recruitment.		
3.3 Sector: Wine, Culinary Arts and Wine/Food Tourism 3.3.1 Expand Wine	Business Recruitment & Expansion Committee, Team Wine Commission, WAWGG, Grape Society, AVA Assoc.	>Winery Survey implemented, >Analyze Results to identify sectors >Use inventory for placement options, > Identify XX prospective producers to begin recruiting	>Winery Survey, >Results distributed to govt. partners for comp planning, >Continue recruitment process	>Share results of recruitment success. >Review sectors & update to include emerging wine industries. >Continue recruitment process.		

3.3.2 Clore Center	Prosser EDA Board, Interested Citizens	>Capital Campaign	>Capital Campaign	>Completed - self sufficient operations		
3.4 Sector: Agricultural Education / R&D and applied R&D 3.4.1 WSU Prosser & Extension	Business Recruitment & Expansion Committee, WSU, Hospital & Food Processing Partners	>Determine R&D needs within industries.	>Benchmark job creation			
3.4.2 CBC, YVCC	Project Specific Committee, School District	>Quantify need for higher education, >Round Table Discussion to ID players	> Determine site & funding sources for branch campus	> Completed – operational with XXX students utilizing facility/resources		
3.4.3 Port of Benton demonstration sites	Business Recruitment & Expansion Committee, Port of Benton	> Establish suitable site with appropriate zoning >Identify new & existing business				

Strategy 4: Evaluate to increase Recreational Tourism Opportunities

Initiatives: Plans	Lead Org. / Committee	2012 Results Measurement Due Date	2013 Results Measurement Due Date	2015 Results Measurement Due Date	2018 Results Measurement Due Date	2022 Results Measurement Due Date
4.1 Recreational Tourism Opportunities 4.1.1 Riding Trails (Walking, Bike & Horse)	City of Prosser & Benton County	>Evaluate user demand and sustaining business model	>Land Appraisal 12/31/2013 >Land Purchase 12/31/2013	>Identify funding sources for ongoing maintenance >Dedicated County Trail Fund		>3500 acres owned, groomed for horse riding trails, other trail activities.
4.1.2 Golf Course (cross reference to Residential housing development, Strategy 2)	Project Specific Committee & Golf Steering Committee	>Update feasibility analysis on multiple sites	>Recruit golf course developer			>18 hole course with Country Club; surrounded with mid- to high-income housing.
4.1.3 Farm / Winery Tours	Tourism, Chamber of Commerce	Assess feasibility: > Survey for participating sites (willingness, market demand) > Understand Homeland Security restrictions on food producing facilities				>Scheduled Tours of Farms & Wineries

Strategy 5: Strengthen PEDA Organization

Initiatives: Plans	Lead Org. / Committee	2012 Results Measurement Due Date	2013 Results Measurement Due Date	2015 Results Measurement Due Date	2018 Results Measurement Due Date	2022 Results Measurement Due Date
5.1 Membership	PEDA Board	30 members	33 members	36 members	39 members	42 members
5.1.1 Individual Contact		Welcoming arm to the community				
5.1.2 Define Businesses to Recruit	Tridec, Business Recruitment & Expansion Committee	Survey Manufacturing & Food Processing Businesses	Develop list of targets by sector			
5.1.3 Increase engagement of people, those on and outside of Board		>Public invited to showcase the Strategic Plan -	>Review working numbers, expertise, connections of committee members	Include information in annual meeting	Include information in annual meeting	Include information in annual meeting
5.2.1 Work with Chamber		>schedule meeting	>review prior year	>review prior years	>review prior years	>review prior years
5.2.2 Clarify roles with Community partners- Chamber and Downtown		>Review Bylaws	>schedule meeting Partners endorse Strategic Plan and/or take lead role on elements of Strategic Plan			
5.2.3 Govt. & Public Partners, City of Prosser, Port of Benton, Benton County, WSU, Hospital, School District		Review Comp Plans				
5.4 Future Facility Needs	Organization Committee	>Assess space availability	>Opportunities for relocation >Budget			

5.5 Grant Writer Program	Organization Committee & GW Partners	>Sustainability of Program >Affects on community >Identify other potential partners	>Promote >Utilize success to grow program			
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WHAT HAS PROSSER EDA DONE FOR THE COMMUNITY?

Dedicated to the economic prosperity of our community, Prosser EDA has engaged businesses to extend and enhance the economic impact of our community strengths. By partnering with institutes of higher education, Prosser EDA actively promotes educational opportunities for citizens and businesses; a vital component in community prosperity.



INTERESTED IN BECOMING A PROSSER EDA MEMBER?

Membership and other information is available through our website (www.prosser.org) or by calling: 509-786-3600.

Meetings are held the 1st Thursday of the month, at the Benton PUD Auditorium (250 N. Gap Rd., Prosser, WA). Public sessions start at 6:00 pm.



Find us on
Facebook

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION



PROSSER
ECONOMIC DEVELOPMENT ASSOC.
THE DIRECTION YOU'LL WANT TO GROW

PROSSER
ECONOMIC DEVELOPMENT ASSOC.
THE DIRECTION YOU'LL WANT TO GROW

**ORGANIZATION
ACCOMPLISHMENTS**

1230 Bennett Avenue
Prosser, WA 99350
Ph: 509-786-3600
email: info@prosser.org
www.prosser.org

BUILDING BRIDGES

A community is only as good as its connections. Prosser EDA is committed to helping local companies expand in, or new companies locate to, our vibrant community.

BUSINESS DEVELOPMENT AND RECRUITMENT

Companies, whether its manufacturing, food processing, travel, or other services, have all found thriving homes in the Prosser area.

Prosser EDA is the gateway for new businesses, by providing relevant local information such as zoning, taxes, financing information, and potential site locations.

RESIDENTIAL COMMUNITIES

Prosser EDA has been working to enhance current, and promote future, housing development in the Prosser area.

Prosser EDA is also committed to helping local organizations thrive and develop, by providing grant writing assistance, website maintenance, and fundraising campaigns.



OPEN FOR BUSINESS

Building bridges leads a community to new opportunities. As the result of Prosser EDA activities, many companies have “opened their doors for business” in the area.

WASHINGTON IS SYNONYMOUS WITH WINE

Since 2003, Prosser EDA has helped with the development and expansion of wineries in the Prosser area, truly making this community a center of the Washington Wine Industry. Whether in the North Business Park, the Prosser Wine and Food Park, or beyond, these businesses are vital to our community, and the WA wine industry.



A SMALL TOWN WITH A BIG PERSONALITY

Prosser is more than wine. Just ask any number of businesses, from Garden Centers, to Bed and Breakfasts, from Restaurants to Galleries, who have grown and profited in our community.

Not only does Prosser EDA promote business, but it also promotes community pride, by working with groups to help maintain parks, murals and other relevant landmarks.

THE HORIZON

While we look back on the past, and experience the present, the future is what we look to. Prosser EDA has been involved in the establishment and development of several critical projects for the area, including:

WALTER CLORE WINE AND CULINARY CENTER

From land purchase to federal grant procurement, Prosser EDA has been involved in this unique project every step of the way. The Vineyard Pavilion was open for business in 2011, and construction of the Center is beginning in 2013.

ENHANCING THE PROSSER IMAGE

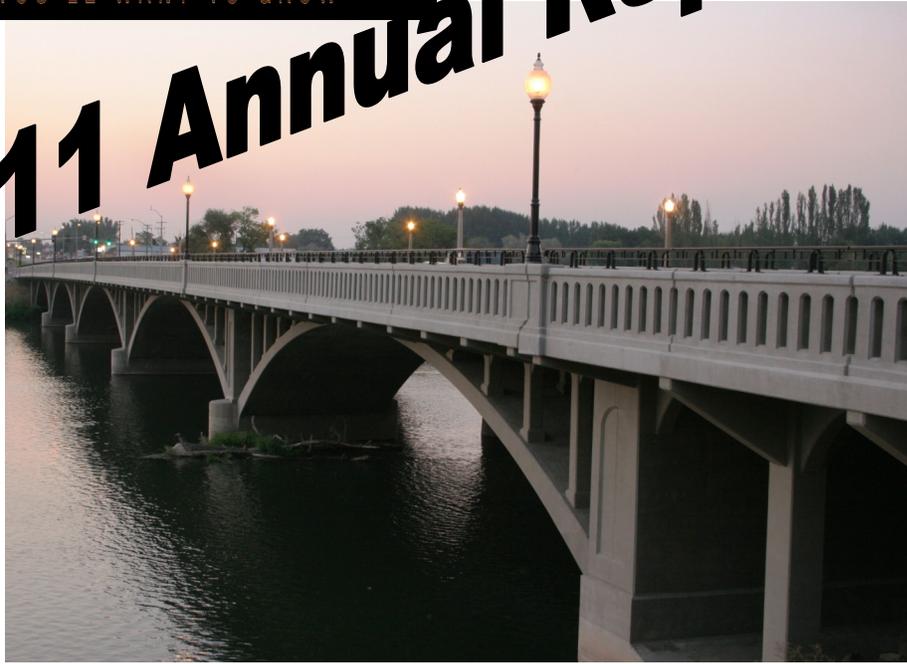
Through long-term and strategic planning, Prosser EDA is dedicated to the promotion of the community- not only for business, but for living. Working with state agencies and zoning boards, Prosser EDA strives to make Prosser a destination and a home.



PROSSER

ECONOMIC DEVELOPMENT ASSOC.
THE DIRECTION YOU'LL WANT TO GROW

2011 Annual Report



Working to . . . promote a sustainable community by leading projects to create economic growth for our citizens. Prosser EDA initiatives add value to the Prosser brand by improving the quality of life, stimulating a diverse economy, preserving environmental assets, and forging key alliances which results in measurable increases in vital economic indicators of a healthy, growing community.



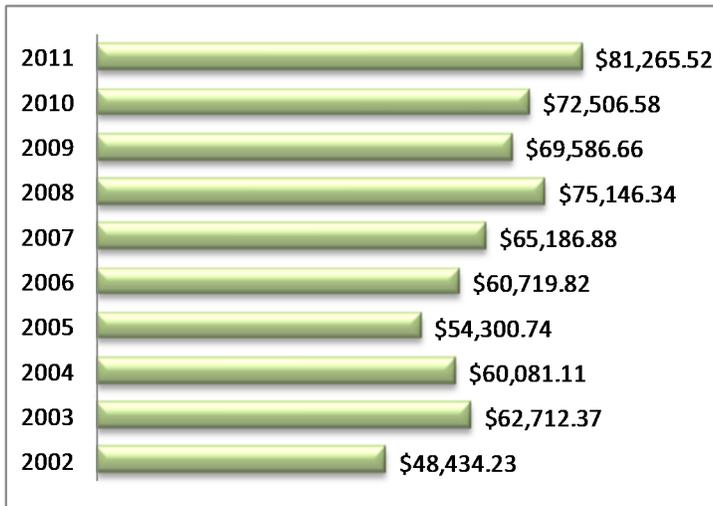
PROGRESS IN MOTION

Executive Director's Message

Thank you to the Prosser Economic Development Board for their recent creation of the 10 Year Strategic Business Plan! These key leaders brought insight and direction for Prosser's future development which is being implemented by three key committees: 1)Organization 2) Business Recruitment & Expansion and 3) Project Specific. Prosser EDA board and community members have banded together to help drive the Strategic Business Plan goals and objectives to fruition. If you have not read this plan, please go to our website www.prosser.org or come by the office to receive your copy. Your feedback is encouraged and volunteering to serve at the committee level is always welcome.

Prosser EDA's mission is to "create and promote a sustainable community by leading projects to create economic growth for our citizens". Take for example, the successful progress of the Walter Clore Wine & Culinary Center. Consider this . . . Prosser EDA made a decision 3 years ago to assist the Clore organization by utilizing Prosser EDA's director as a loaned executive, offering the Prosser EDA community grant writer program which successfully obtained a \$2 million grant and collaborate with the Port of Benton and other governmental agencies. These steps have proven critical to the forward progression of the Clore project. There was no other entity able to devote time and resources to the Clore Center. The Port of Benton stepped up in a big way to lend a helping hand due to the trusted relationships built within Prosser EDA. The opening of the Vineyard Pavilion at the Clore site on June 30, 2011 is only the beginning of creating economic vitality not only for Prosser, but for the state. The Clore Center doors will open in late 2013, and so will the doors be opened for business opportunities. The point of this example is the importance of having an economic development organization focused on strategic planning. Without it, there is no progress and no future. With it, there are measurable increases in economic prosperity, the outcome of which is a healthy, growing community.

Historical Chart of Hotel/Motel Taxes



City Revenues

Slight increases were seen in City of Prosser tax revenues for 2011. Sales tax revenues were \$997,427; Motor Vehicle Fuel Tax garnered \$117,917.

New Water Tower Goes Online

The northwest water tower project was essential to ensure sufficient water pressure to support future and existing development and firefighting to this growing area.



Prosser is the Best!

Prosser achieved national recognition as one of America's Promise Alliance's 100 Best Communities for Young People presented by ING for its initiatives to help young people. The competition recognizes communities across the country that focus on reducing high school dropout rates and providing service and support to their youth. This is the first time Prosser has been named one of the nation's 100 Best Communities for Young People by America's Promise Alliance and ING. Prosser is dedicated to its young people and providing them with academic support and leadership opportunities.

2011 RETROSPECT

Annual Meeting



Prosser EDA welcomed Mike Hogue and Jack Chapman Co-Chairs of the Walter Clore Wine & Culinary Center as featured speakers at its annual meeting. The meeting welcomed government officials, dignitaries and a whirlwind of invited guests at the brand new facility at the Walter Clore Center. Prosser EDA awarded Ben Franklin Transit for the 2010 Member of Year Award, which Timothy Fredrickson, GM accepted.



2011 Business Workshop and Job Fair



Growing Your Business' Profits What's Your Plan? was hosted by Benton Franklin Council of Governments, Small Business Development Center, Washington State Micro Enterprise Association and Prosser Economic Development Association. The six week workshop included topics such as . . .

- Why Most Businesses Fail
- On Track for Profits,
- How Will You Grow You Grow Your Business' Profits
- A Plan for Profit

Prosser EDA ,in partnership with WorkSource Columbia Basin hosted a Job Fair in Prosser on May 5, 2011. Employers from up and down the valley participated with over 100 job seekers attending the local job fair. Participants had



free access to employers and offered a variety of career choices. This annual event creates employment opportunities for Prosser citizens resulting in a higher level of income which ultimately increases the city and county tax base.

Walter Clore Wine & Culinary Center

The Vineyard Pavilion was completed and a grand opening was held on June 30. The facility offers a large catering kitchen, expanded space for indoor or outdoor events to accommodate groups from 50 to 300.



The Walter Clore Wine & Culinary Center is a must see learning center which promotes wines and food. Phase III of the Clore Center project will be the construction of the 15,000 sq. ft. main facility scheduled to open in 2013.



Port of Benton—Vintner's Village Phase II



7 Gables Pensione became the anchor business established in Vintner's Village Phase II in 2011.



The Port of Benton is seeking proposals to sell 20 lots—ranging in size from .65 to .98 acre for development within Vintner's Village Phase II . This development is a highly visible wine destination located adjacent to I-82. The property is zoned agri-tourism.

OUR ORGANIZATION

2012 Board of Directors

OFFICERS

Jane Hagarty, **President**, Port of Benton Commissioner
 Dr. Robert Stevens, **Vice President**, Director retired, WSU/IAREC
 Brian Newhouse, **Treasure**, CPA, Sattler & Associates
 Shelley Clark, **Secretary**
 Max Benitz Jr., **Past President**

BOARD MEMBERS

Troy Berglund, Benton REA
 Candice Bluechel, Skilled Labor Representative
 Charlie Bush, Prosser City Administrator
 Dr. Rich Cummins, President, Columbia Basin College
 Bill den Hoed, Agriculture, Vigneron Management
 Scott Hamilton, City of Prosser, Council Position #7
 Bill Jenkin, Historic Downtown Prosser, Edward Jones
 Dr. Michelle Moyer, WSU-IAREC Representative
 Julie Petersen, Health, CEO Prosser Memorial Hospital
 Scott Pontin, Commercial/Retail, Pontin del Roza Winery
 Dick Poteet, Community Representative, State Farm Insurance
 Glenda Schmidt, Prosser Chamber of Commerce
 Lisa Schmitt, Quality of Life, Project Coordinator for YVFWC
 Shon Small, Benton County Commissioner
 Jennifer Sparks, Commercial Account Representative, Benton PUD
 Dr. Ray Tolcacher, Superintendent, Prosser School District
 Scott Wingert, Manufacturing/Industry, Kenyon Zero Storage
 Becky Yeaman, Exit 80 Representative, Thurston Wolfe Winery

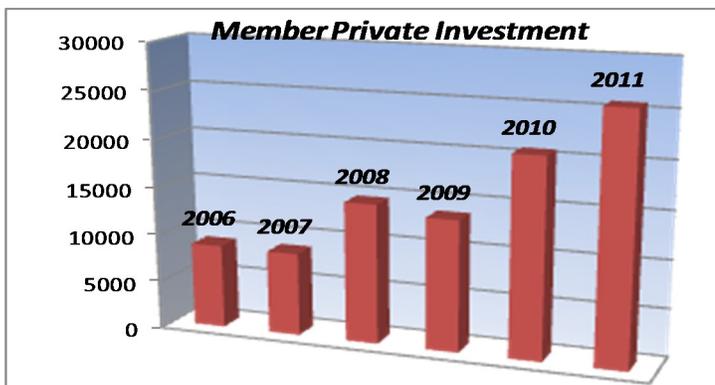
STAFF

Deb Heintz – Executive Director

Funding Partners

City of Prosser · Port of Benton · Benton County · Private Sector

Working in cooperation with public entities and private business Prosser EDA fosters economic development within our service area. Our partners investment shows continued confidence, support and commitment to Prossers' vitality. Partnerships between our organizations are extremely important to the community and its' journey towards continuing progress and prosperity.



Grant Writer Program Successes

The Community Grant Writer Program administered by Prosser EDA has maintained a successful record securing dollars for the community. Partners include the **City of Prosser, Port of Benton, Prosser Memorial Hospital and Benton PUD**. Since inception of the program back in 2006, \$345,802 has been invested from the partnership. \$4,701,277 in successful grants have been accepted. The program has generated \$13.60 for every \$1 of investment and produced almost \$1 million of additional money benefiting the Prosser community.

2011 Membership

Our sincere appreciation to the following for their support.



- | | |
|---------------------------|------------------------------|
| Airfield Estates Winery | NW Farm Credit Services |
| AmericanWest Bank | Prosser Memorial Hospital |
| Après Vin | R.E. Powell Distributing |
| Benton PUD | R.S. Poteet Insurance Agency |
| Ben Franklin Transit | Sattler & Associates |
| Benton REA | Ste. Michelle Wine Estates |
| Brown's Tire Company | Tom Denchel Ford |
| Bill den Hoed | Tomlinson Real Estate |
| Bleyhl Farm Service | Tree Top Inc. |
| Cascade Natural Gas | WAWGG |
| ConAgra Foods | Whitstran Brewing Co. |
| Chardonnay Event Center | Yakima Federal Savings |
| Conover Insurance | Zirkle Fruit Company |
| Edward Jones Prosser | |
| Gap Road Properties, LLC | |
| Huibregtze, Louman Assoc. | |
| Heavens Cave Cellars | |
| Kenyon Zero Storage | |
| Lower Valley Credit Union | |
| Mercer Building, LLC | |
| Milne Fruit Product | |

An active and on-going Membership Campaign for Prosser EDA has accomplished the recruitment of new members and increased support.

1230 Bennett Avenue
 Prosser, WA 99350
 Phone 509 786-3600
www.prosser.org

What does Prosser EDA do?

Prosser EDA exists to recruit new business, retain existing businesses and promote the economic welfare and quality of living in the greater Prosser area. Specifically, this is accomplished by providing local information such as zoning, taxes, financial resources and potential site locations.

What is Prosser EDA's mission?

Prosser EDA creates and promotes a sustainable community by leading projects to create economic growth for our citizens. Prosser EDA initiatives add value to Prosser by improving the quality of life, stimulating a diverse economy, preserving environmental assets, and forging key alliances which result in measurable increases in vital economic indicators of a healthy, growing community.

Who does Prosser EDA work with?

Public Funding Partners:

- Benton County
- Benton PUD
- Benton REA
- City of Prosser
- Port of Benton
- Prosser Memorial Hospital

Private Contributors:

- Airfield Estates Winery
- AmericanWest Bank
- Après Vin
- Ben Franklin Transit
- Bleyhl Farm Services
- Cascade Natural Gas
- Chardonnay Square
- ConAgra
- Conover Insurance
- Edward Jones Prosser
- Gap Road Properties LLC
- Heavens Cave Cellars
- Huibregtse, Louman and Associates
- Kenyon Zero Storage
- Lower Valley Credit Union
- Milne Fruit Products
- Northwest Farm Credit
- R.E. Powell Distributing
- R.S. Poteet Insurance Agency, Inc.
- Sattler & Associates
- Ste. Michelle Wine Estates
- Tom Denchel Ford
- Tomlinson Wine Country Real Estate
- TreeTop, Inc.
- WA Assoc. of Wine Grape Growers
- Yakima Federal Savings
- Zirkle Fruit Company

What are Prosser EDA's accomplishments?

- Employs and manages a grant writer program raising \$16.84 for every \$1 of community investment.
- Facilitated meetings and raised funds for directional signage throughout Prosser.
- Researched best practices for downtown revitalization resulting in Main Street designation and beautifying downtown core.
- Grant award for Horse Heaven Vista improvements.
- Planned, organized and raised funding for downtown mural restoration.
- Host Awareness Tours for state, regional and local dignitaries.
- Managed Prosser Farmer's Market website and newsletter.
- Educational outreach; partnering with WSU, U of W, CBC and YVCC. Offering short courses and workshops; serving on advisory boards.
- Annually host Lower Yakima Valley Job Fair.
- Leadership in Benton County Citizens for Responsible Government; an initiative to move the County Courthouse.
- Improving infrastructure for future growth.
- Creation of strategic business plan.
- Representation on Regional economic development finance committees.
- Development and expansion of wineries in the Prosser area.
- Involved in the design and building of the Walter Clore Wine and Culinary Center, to promote Prosser as the center of the Washington Wine Industry.

What are Prosser EDA's future goals?

Prosser EDA is constantly looking for ways to promote business in Prosser. Prosser EDA continues to strive to make Prosser a destination and a home.

How long has Prosser EDA been in the community?

Prosser EDA was established in 1988 as a private non-profit 501(c)3 organization.

What benefits does membership provide?

Anyone can be a member. As an individual, you can serve at the committee or board level; helping to advance economic development through your leadership skills. As a business, you can obtain helpful assistance from a wide variety of resources depending upon your need. Prosser EDA can assist small businesses with business plans, expansions, structure and financial proposals. We can schedule an appointment with a SBDC counselor for a one on one consultation. We offer member information and referrals to local and regional business assistance programs.

Why should a member consider serving on the board?

Prosser EDA's Board of Directors determines future plans of the organization. By serving on the board, a member can influence and take part in this process to ensure that the community of Prosser prospers.

Current board members are:

Jane Hagarty – President

Brian Newhouse – Treasurer

Max Benitz – Past President

Dr. Ray Tolcacher – Education Representative

Scott Pontin – Commercial Representative

Dick Poteet – Community Representative

Julie Petersen – Healthcare Representative

Shon Small – Benton County Commissioner

Dr. Rich Cummins – Higher Ed Representative

Troy Berglund – Benton REA

Candice Bluechel - Skilled Labor Representative

Scott Hamilton – Prosser City Council

Bob Stevens – Vice President

Shelley Clark – Secretary

Scott Wingert – Manufacturing Representative

Jennifer Sparks – Benton PUD

Glenda Schmidt – Chamber Representative

Bill den Hoed – Agriculture Representative

Bill Jenkin – HDPa Representative

Dr. Michelle Moyer – WSU-IAREC Rep.

Becky Yeaman – Vintners Gateway Rep.

Lisa Schmitt – Project Coordinator

Dianne Torres – Financial Representative

How has Prosser benefited from having Prosser EDA working for the community?

The purpose of Prosser EDA is to promote Prosser by recruiting new and expanding existing business growth, to promote Prosser as the center of the Washington Wine Industry, and to continue to make Prosser a destination!

What are the questions most commonly asked of Prosser EDA by businesses and citizens new to the community?

- ***Do new people go to Prosser EDA or Chamber?***
 - See the non-profit organization chart at the end of this document.
- ***What is the quality of education in Prosser?***
 - Prosser's schools are ranked among the highest in the state and receive recognition for being one of the highest scoring districts on state tests.
 - Prosser EDA works closely with WSU-IAREC, hosting tours to promote WSU research. Most recently, the Governor, 8th & 16th legislative district representatives and County Commissioners have participated.
- ***What is the quality of healthcare in Prosser?***
 - We have top of the line healthcare services, including a hospital with 62 beds. There are over 40 physicians and healthcare professionals living and serving the community, attesting to the fact that Prosser is a great place to live!

Why does Prosser EDA have committees?

Prosser EDA utilizes committees to accomplish goals outlined in the Strategic Plan 2012-2022.

What do the committees do?

Prosser EDA currently has three committees charged with the following tasks:

Business Recruitment and Expansion Committee	Organization Committee	Project Specific Committee
Assess processes and procedures that benefit existing business and bring new business into Prosser	Review Prosser EDA documents, processes, and procedures	Seek and initiate projects that benefit the Prosser brand

Who is the leader for each committee, and what is their role as a leader? When / where / how frequently do the different committees meet?

Committee leaders' roles are to follow the strategic business plan to implement committee goals through various stages of execution. Currently Committee Leadership is as follows:

Committee:	Business Recruitment and Expansion	Organization	Project Specific
President	Brian Newhouse	Shon Small	Troy Berglund
Secretary	Dianne Torres	Jennifer Sparks	
Frequency:	3 rd Thursday of each month	1 st Thursday of each month	Meetings as needed, otherwise constant communication via email
Location:	Depot Conference Room at 4 pm	Benton PUD Auditorium at 4:30 pm	Depot Conference Room as needed

What is the difference between a PEDA committee member and a PEDA board member?

Board of Directors are voting members as well as representing a sector of the community. Committee members are not voting members, but represent their expertise and interests by serving a specific committee focus...business recruitment and expansion, promotion (organization) or special projects.

Do you have to be a board member to have a functional role on a committee?

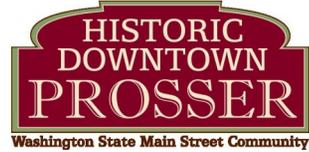
Anyone can serve at the committee level. Board members are encouraged to take a leadership role on a committee.

Can committee members attend board meetings?

Committee members and the public are encouraged to attend the monthly speaker series, which is helpful in expanding your economic development knowledge.

How is Prosser EDA different from the other organizations in Prosser?

See the following descriptive chart on non-profits in Prosser.



	Prosser Economic Development Association	Historic Downtown Prosser Association	Prosser Chamber of Commerce
Organization Type:	501(c) 3 non-profit	501(c) 3 non-profit	501(c) 6 non-profit
Mission:	To create and promote a sustainable community by leading projects to generate economic growth.	To create a vibrant and prosperous downtown.	To promote and assist local business.
What we do:	<ul style="list-style-type: none"> • Promotes job creation and business wealth. • Advocates for commercial growth. • Interfaces with local, county and state officials to reduce obstacles. • Assists businesses/developers with location information. • Consults with public entities for efficient planning. • Provides a grant writer program for eligible public projects. • Assists industry with customized training and education programs. 	<ul style="list-style-type: none"> • Follows the National Main Street Program Structure towards Economic Development through Historic Preservation. • Develops partnerships through membership, volunteer management, and procedures. • Beautifies the downtown through new streetscape, plants, design guidelines, and offering a Façade Improvement Grant Program. • Attracts locals and tourists to the downtown through special events, promotions, and marketing. • Understands the economic market of the downtown through research and networking and aides business and property owners accordingly. 	<ul style="list-style-type: none"> • Promotes local business through website listings and directories. • Assists local business with events and projects through promotion and use of assets. • Serves as the tourism marketing arm implementing a focused marketing plan using a variety of media. • Operates the Visitor Center 300 days a year, communicating with over 20,000 visitor requests. • Organizes and coordinates community events including the Easter egg hunt, City wide yard sales, Sportsfest, Scottish Fest, Art Walk & Wine Gala, States Day Parade & Celebration, Harvest & Street Painting Festival, Veterans Day Parade, and Family Christmas Festival.
Area of Service:	City of Prosser and the surrounding area designated as the Prosser School District.	Downtown Core (5th through 7th and Dudley through Bennett).	Prosser and the surrounding area.
Funding source:	Benton County, City of Prosser, Port of Benton and Private Contributions.	Main Street Tax Incentive Program, Individual and Business Contributions, and City of Prosser.	Membership dues, event profits, and Hotel/Motel Tax receipts.
Contact Info:	1230 Bennett Avenue 509-786-3600 economicdevelopment@prosser.org www.prosser.org	1230 Bennett Avenue 509-786-2399 historicdowntownprosser@gmail.com www.historicprosser.com	1230 Bennett Avenue 509-786-3177 info@prosserchamber.org www.prosserchamber.org

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 173 - "FEE FOR SERVICE CONTRACTS" AND DEPARTMENT NUMBER 171 - "OPERATIONS", 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 _____, _____

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,

Prepared by: J. Bowe

**EXHIBIT A
LINE ITEM TRANSFER**

Department: **Contracts - Fee for Service / Operations**

Department No: **173 to 171**

Fund Name: **Juvenile Justice Center**

Fund: **0115-101**

TRANSFER FROM: **Department 173 - Contract - Fee for Service**

TRANSFER TO: **171 - Operations**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527-400	4103	Professional Services	\$33,181	527-100	1633	Detention Officer	\$5,472
				527-100	1674	Detention Officer	\$5,472
				527-100	1702	Detention Officer	\$5,472
				527-100	1905	Temporary Help	\$2,500
				527-100	1925	Overtime	\$1,670
				527-100	1935	Holiday Pay	\$3,900
				527-100	2102	Social Security (FICA)	\$1,873
				527-100	2103	Medical Insurance	\$4,362
				527-100	2104	Retirement	\$2,172
				527-100	9908	Accumulated Leave	\$288
Totals			\$33,181	Total			\$33,181

EXPLANATION:

Transfer needed to pay for the three additional juvenile detention officers as approved by the Board of Benton County Commissioners on September 18, 2012.

Prepared by Jennifer Bowe

Date 10/12/2012

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
1/10% CJ JAIL-JUVENILE FUND NUMBER 0133-101, 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,

Prepared by: K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: 1/10% CJ Jail-Juvenile Dept Nbr: 000
 Fund Name: 1/10% CJ Jail-Juvenile Fund Nbr: 0133-101

TRANSFER FROM: Dept. _____ TRANSFER TO: Dept. _____

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	9105	Contingency	\$22,912	597.100	9905	Current Expense	\$22,912
TOTAL			\$22,912	TOTAL			\$22,912

Explanation:
 Transfer needed in order to pay Benton County's portion of the three additional juvenile detention officers that were approved by the Board of Benton County Commissioners on September 18, 2012.

Prepared by: Keith Mercer Date: 08-Oct-2012

Approved Denied Date: _____

 Chairman

 Member

 Member