

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, November 20, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ November 6, 2012

Review Agenda

Consent Agenda

### Animal Control

a. Contract w/S Morris Company for Pet Cremation Services

### Auditor

b. Closure of Revolving Funds No Longer in Use

### Central Services

c. Line Item Transfer, Fund No. 0502-101, Dept. 000

d. Purchase Authorization from Infax, Inc. for CourtSight Electronic Docket Display System

### Clerk

e. Line Item Transfer, Fund No. 0000-101, Dept. 106

### Commissioners

f. Line Item Transfer, Fund No. 0142-101, Dept. 000

g. Line Item Transfer, Fund No. 0000-101, Dept. 115

h. Reappointment of K Christensen to the Benton County Mosquito Control District

i. Procurement, Leasing & Contracting Policy; Rescinding Resolution 2012-508

### Coroner

j. Line Item Transfer, Fund No. 0000-101, Dept. 109

### District Court

k. Line Item Transfer, Fund No. 0000-101, Dept. 111

### Facilities

l. Contract Award to Banlin Construction for Justice Center TI Project

### Human Services

m. Agreement w/Lourdes Counseling Center for Substance Abuse Treatment Services

n. Amended Agreement w/Netsmart Ohio, Inc. for Equipment Purchase & Software License

o. Line Item Transfer, Fund No. 0108-101, Dept. 560

p. Line Item Transfer, Fund No. 0108-101, Dept. 504

**Office of Public Defense**

q. Mediation Agreement w/D Arnold

r. Mediation Agreement w/K Holt

s. Mediation Agreement w/S Johnson

t. Interlocal Agreement w/WA State for 2013 Grant Funding

u. Line Item Transfer, Fund No. 0000-101, Dept. 136

v. Termination of Professional Services Agreement w/M Trombley

w. Amendment to Professional Services Agreement with Charter College, LLC

x. Agreement w/J Johnson for District Court Indigent Defense Services

**Public Works**

y. Setting Public Hearing for Creation of County Road Improvement District

z. Payment Authorization to Inland Asphalt, Inc. for Asphalt @ Harrington Road

**Sheriff**

aa. Line Item Transfer, Fund No. 0000-101, Dept. 121

bb. Service Contract w/Sign & Wonders, Inc. dba Fastsigns for Custom Vehicle Decals & Signs

cc. Contract w/Day Wireless Service for Support of Communication & Safety Systems

dd. Contract Amendment w/Keefe Group LLC for Inmate Commissary Goods

ee. Authorization to Pay Columbia Basin Paper & Supply, LLC for Jail Supplies

ff. Authorization to Purchase from 911 Supply, LLC for Officer Uniforms

gg. Authorization to Purchase from Blumenthal Uniform Co. for Officer Uniforms

hh. Authorization to Purchase from Bob Barker for Officer Uniforms

ii. Authorization to Purchase from Galls Inc. for Officer Uniforms

jj. Emergency Service Agreement w/Columbia Basin Dive and Rescue

kk. Line Item Transfer, Fund No. 0000-101, Dept. 119

ll. Line Item Transfer, Fund No. 0000-101, Dept. 120 to 118

mm. Line Item Transfer, Fund No. 0000-101, Dept. 121

nn. Line Item Transfer, Fund No. 0000-101, Dept. 125

**Superior Court**

oo. Interpreter Services Interlocal Agreement w/State of WA Administrative Office of the Courts

**WSU – Cooperative**

pp. Line Item Transfer, Fund No. 0000-101, Dept. 108

**Scheduled Business:**

Red Mountain Transition ~ L Bowman & Chuck Dawsey

Zone Change 12-01 & 12-02 ~ M Shuttleworth

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, November 6, 2012, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kely; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Central Services Manager Randy Reid; Treasurer Duane Davidson; Susan Walker, Planning; Clerk Josie Delvin; Jacki Lahtinen; Rosie Sparks, Auditor; Sharon Paradis, Juvenile; Erhiza Rivera and Nick Kooiker, Treasurer's Office; DPA Steve Hallstrom; Superior Court Judge Cameron Mitchell.

**Approval of Minutes**

The Minutes of October 30, 2012 were approved.

**Consent Agenda**

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

**Auditor**

- a. Line Item Transfer, Fund No. 0000-101, Dept. 102
- b. Line Item Transfer, Fund No. 0111-101, Dept. 000

**Board of Equalization**

- c. Line Item Transfer, Fund No. 0000-101, Dept. 103

**Central Services**

- d. Surplus of Personal Property

**Commissioners**

- e. Appointment of D Liikala to the Benton County Public Facilities District

**District Court**

- f. Line Item Transfer, Fund No. 0000-101, Dept. 111

**Facilities**

- g. Line Item Transfer, Fund No. 0000-101, Dept. 110

h. Line Item Transfer, Fund No. 0000-101, Dept. 110

**GIS**

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

**Human Services**

j. Agreement w/Comprehensive/Dependency Health Services for Substance Abuse Treatment Services

**Juvenile**

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

l. Line Item Transfer, Fund No. 0115-101, Dept. 173

m. Line Item Transfer, Fund No. 0115-101, Dept. 174

n. Line Item Transfer, Fund No. 0115-101, Dept. 173/174

**Office of Public Defense**

o. Indigent District Court Defense Agreement w/J Briggs dba Preszler & Associates

**Planning**

p. Line Item Transfer, Fund No. 0000-101, Dept. 116

**Prosecuting Attorney**

q. Line Item Transfer, Fund No. 0000-101, Dept. 117

r. Line Item Transfer, Fund No. 0120-101, Dept. 000

**Public Works**

s. Authorization to Purchase Grader Blade Cutting Edges from Western States Equipment Co.

**Sheriff**

t. Line Item Transfer, Fund No. 0000-101, Dept. 120

**Sustainable Development**

u. Line Item Transfer, Fund No. 0135-101, Dept. 000

**Treasurer**

v. Line Item Transfer, Fund No. 0000-101, Dept. 124

w. Agreement w/Manatron, Inc. for Purchase of Ascend Checkbook Module

**WSU – Cooperative**

x. Line Item Transfer, Fund No. 0000-101, Dept. 108

**Public Hearing – Ordinance Amendment – BCC 16.14.050 and 16.14.060**

Mike Shuttleworth and Susan Walker presented the ordinance amendment to allow cities within Benton County to submit UGA boundary amendments for industrial uses every year based upon changes by state law for the comprehensive plan amendment process. Mr. Shuttleworth said the Planning Commission conducted its public hearing and voted to recommend approval to the Benton of Commissioners.

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

**MOTION:** Commissioner Small moved to adopt the Planning Commission's recommendations, findings, and conclusions and approve the ordinance amending Sections Section 16.14.050 and 16.14.060 to the Benton County Code. Commissioner Bowman seconded and upon vote, the motion carried.

Commissioner Bowman asked about the sunset clause in 2015 and who would monitor that. Mr. Shuttleworth said the applications had to be submitted prior to December 1, 2015 and then the process went away.

### **Budget Workshop**

David Sparks said they were still on schedule to certify taxes on November 27 and to adopt the final budget on December 18. He said his focus has been on the Sheriff's office and he was still working on some numbers with them for their budget but felt there would be significant adjustments to that budget. Mr. Sparks asked the Board for direction on setting the levy rate. Commissioner Bowman said he didn't want to raise the levy rate and stated there was also the optional 1%. Mr. Sparks stated the County added a significant program (Gang Task Force) and it was funded with one-time money knowing it would need a continued revenue source to support the gang task force, so maybe keeping the levy rate the same or lowering it could help support that program.

Commissioner Small recommended decreasing the levy rate by taking the levy growth that the law allowed for the biennium; he said he wanted to be clear there would not be a tax increase, just maintaining the existing property rate tax and this would help pay for costs that were budgeted for. He recommended Mr. Sparks prepare a resolution for public hearing to make the levy rate maintained flat. Commissioner Bowman said it could also be reduced slightly depending on how the formula might work out. The Board concurred.

Commissioner Bowman asked how the Board was going to set an example through the Commissioners' office to help reduce the gap in the budget.

Commissioner Small said he had been working with elected officials and the Sheriff's office and appreciated all the input. He indicated that everybody was still working to see what could be done to reduce the deficit and he was not interested in doing cuts across the board and that Mr. Sparks, Loretta Smith Kelty and Keith Mercer had been working on some ideas.

Mr. Sparks said he had a few ideas for policy changes to balance the budget. Additionally, they were looking at the VEBA program and said it was established when times were good and retirement contributions were low; additionally, the Board needed to really think through the labor issues. He said there were ways to bridge the deficit without any damages to services to the community. He indicated what they put together would be without reduced services to the Sheriff's office and felt it was a good compromise between the Sheriff and Commissioners' office.

Commissioner Bowman asked about review of the vehicle policy and Mr. Sparks said that Loretta Smith Kelty and Aileen Coverdell were working on that issue.

### **Commissioner Assignment Update**

Commissioner Small said he received an email regarding an ordinance relating to permitting firearms at outdoor festivals and asked Mr. Brown if the Board needed to review this matter.

Ryan Brown said it was from a group that was looking at city and county ordinances that was adopted in 1975. Mr. Shuttleworth said the permitting process was through the Commissioners' office and he said he knew of only one inquiry in 20 years with no action taken. Mr. Shuttleworth said the County currently did not have any zones that allowed this kind of activity and it was his recommendation to repeal the ordinance.

Commissioner Bowman said he would be interested in reviewing the updated ordinance and said he still believed it should be illegal to carry firearms to those types of activities and would like to do whatever possible to discourage those activities. Mr. Brown said he would need to compare what was in place to what the state law allowed. The Board agreed.

### **Executive Session – Labor Negotiations**

The Board went into executive session at 9:23 a.m. for up to 15 minutes with DPA Steve Hallstrom to discuss labor negotiations. Also present were David Sparks, Cami McKenzie, Ryan Brown, Loretta Smith Kelty, and Melina Wenner. The Board came out at 9:38 a.m. Mr. Hallstrom stated the Board discussed labor negotiations and took no action.

### **Vouchers**

Check Date: 11/02/2012  
Warrant #: 68604-69072  
Total all funds: \$539,227.45

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

### **Resolutions**

2012-644: Line Item Transfer, Fund No. 0000-101, Dept. 102  
2012-645: Line Item Transfer, Fund No. 0111-101, Dept. 000  
2012-646: Line Item Transfer, Fund No. 0000-101, Dept. 103  
2012-647: Surplus of Personal Property  
2012-648: Appointment of D Liikala to the Benton County Public Facilities District  
2012-649: Line Item Transfer, Fund No. 0000-101, Dept. 111  
2012-650: Line Item Transfer, Fund No. 0000-101, Dept. 110  
2012-651: Line Item Transfer, Fund No. 0000-101, Dept. 110  
2012-652: Line Item Transfer, Fund No. 0000-101, Dept. 131  
2012-653: Agreement w/Comprehensive/Dependency Health Services for Substance Abuse Treatment Services  
2012-654: Line Item Transfer, Fund No. 0115-101, Dept. 171  
2012-655: Line Item Transfer, Fund No. 0115-101, Dept. 173  
2012-656: Line Item Transfer, Fund No. 0115-101, Dept. 173/174  
2012-657: Line Item Transfer, Fund No. 0115-101, Dept. 174  
2012-658: Indigent District Court Defense Agreement w/J Briggs dba Preszler & Associates  
2012-659: Line Item Transfer, Fund No. 0000-101, Dept. 116  
2012-660: Line Item Transfer, Fund No. 0000-101, Dept. 117

- 2012-661: Line Item Transfer, Fund No. 0120-101, Dept. 000
- 2012-662: Authorization to Purchase Grader Blade Cutting Edges from Western States Equipment Co.
- 2012-663: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2012-664: Line Item Transfer, Fund No. 0135-101, Dept. 000
- 2012-665: Line Item Transfer, Fund No. 0000-101, Dept. 124
- 2012-666: Agreement w/Manatron, Inc. for Purchase of Ascend Checkbook Module
- 2012-667: Line Item Transfer, Fund No. 0000-101, Dept. 108

There being no further business before the Board, the meeting adjourned at approximately 9:38 a.m.

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Clerk of the Board

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Chairman

<b>AGENDA ITEM</b>		<b>TYPE OF ACTION NEEDED</b>			
Meeting Date:	<u>11-20-12</u>	Execute Contract	<u>  x  </u>	Consent Agenda	<u>  x  </u>
Subject:	<u>Contract with S. Morris Company</u>	Pass Resolution	<u>  x  </u>	Public Hearing	<u>      </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
Reviewed by:		Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
		Other	<u>      </u>	Other	<u>      </u>

### **BACKGROUND / SUMMARY INFORMATION**

Unfortunately, Benton County Animal Control (BCAC) sometimes has to humanely euthanize dogs that have come into the BCAC due to court orders, health reasons, or bite incidents. The BCAC Manager is recommending entering into a contract with S. Morris Co. for "as needed" pet cremation services, which includes picking up euthanized animals on an "as needed" basis, cremating the euthanized animals at the S. Morris Co.'s facility, and disposing of the ashes.

### **RECOMMENDATION**

Pass the resolution.

### **FISCAL IMPACT**

Pick up & cremation rate equals \$0.49 per pound with a total amount not to exceed \$10,000 (including WSST) to be paid out of Current Expense (0000-101) Department 137 Animal Control's Budget. No supplement required.

### **MOTION**

N/A on consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO S. MORRIS CO. FOR AS NEEDED PET CREMATION SERVICES FOR THE BENTON COUNTY ANIMAL CONTROL FACILITY

**WHEREAS**, per Benton County resolution 2012-508, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

**WHEREAS**, the Benton County Animal Control Manager recommends entering into a personal service contract with S. Morris Co. for animal cremation services, which includes picking up euthanized animals on an "as needed" basis, cremating the euthanized animals at S. Morris Co.'s facility, and disposing of the ashes; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and authorizes the Chairman of the Board to sign the attached personal service contract between Benton County and S. Morris Co. for a contract amount not to exceed \$10,000 including WSST; and

**BE IT FURTHER RESOLVED** the term of the attached contract commences January 1, 2013 and expires on December 31, 2013.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and The S. Morris Co., a Washington for profit corporation with its principal offices at 32819 SR2, Sultan, WA 98294, (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 commence January 1, 2013 and shall expire on December 31, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. "As needed" pet cremation services to include picking up euthanized pets on an "as needed" basis, cremating the euthanized pets at the CONTRACTOR's facility, and disposing of the ashes. COUNTY will store euthanized pets in a freezer until such time as the CONTRACTOR can make arrangements to pick up the euthanized pets.
- b. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

**4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>11/20/2012</u>	Execute Contract	_____
Subject:	<u>Rev. Funds</u>	Pass Resolution	_____
Prepared by:	<u>B. Chilton</u>	Pass Ordinance	_____
Reviewed by:	_____	Pass Motion	<u>X</u>
		Other	_____
		Consent Agenda	<u>X</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The Auditor's Office has several cash drawers for licensing and recording workstations in each of the three offices (Prosser, Kennewick and Richland). There were extra cash drawers that are no longer in use in the three offices. The cash from the extra cash drawers has been collected and returned to Current Expense as miscellaneous revenue.

In addition, each of the offices had a petty cash fund for use for minor expenses. Each office now has a P-card for use. The cash from each petty cash fund has been collected and returned to Current Expense as miscellaneous revenue.

The total deposited to Current Expense from the cash drawers and petty cash funds was \$1100.00.

**SUMMARY**

Cash from extra cash drawers and petty cash funds have been returned to Current Expense by the Auditor's Office.

**RECOMMENDATION**

Pass a motion closing out the revolving funds as identified in the resolution.

**FISCAL IMPACT**

Return for combined \$1100 to current expense.

**MOTION**

Move to close out the revolving funds as identified in the resolution totaling \$1100.00.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CLOSING OUT REVOLVING FUNDS NO LONGER IN USE IN THE AUDITOR'S DEPARTMENT IN THE TOTAL AMOUNT OF \$1100.00 AS FOLLOWS:

Extra Cash Drawer – Licensing – Prosser -- \$200.00  
Extra Cash Drawer – Licensing – Kennewick -- \$200.00  
Extra Cash Drawer – Licensing – Richland -- \$200.00  
Extra Cash Drawer – Recording – Kennewick -- \$100.00  
Petty Cash Fund – Prosser -- \$300.00  
Petty Cash Fund – Kennewick -- \$50.00  
Petty Cash Fund – Richland -- \$50.00

**BE IT HEREBY RESOLVED** that the above-named funds for the Benton County Auditor's Department are no longer required and shall be closed out. The above-named funds in the amount of total amount of \$1100.00 have been returned to the Benton County Treasurer's office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member**

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

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

Prepared by B. Chilton

B. Chilton  
D. Davidson

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	20-November-2012	Execute Contract	_____
Subject:	Line Item Transfer	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith Kelty	Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1 <sup>st</sup> Discussion	_____
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

With the adoption of a line item budget for the remainder of 2011-12, there are several areas that require line item transfers in order to correct current and anticipated short falls. The attached transfers are all within categories except for the large move (\$50,000) from capital replacement to non-capital replacement. This was done to accommodate purchases of replacement computers and printers between now and the end of the year. The capital replacement is used for larger expenses like servers, and we do not plan to replace any before next year.

**SUMMARY**

Line Item Transfer to accommodate line item budget.

**RECOMMENDATION**

1<sup>ST</sup> Approve transfer.

2<sup>nd</sup>

**FISCAL IMPACT**

None.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CENTRAL SERVICES FUND NUMBER 0502-101, 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

REID

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Central Services Dept Nbr: 000  
 Fund Name: Central Services Fund Nbr: 0502-101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.810	3303	Computer Software	\$1,888	518.810	3302	Computer Software	\$1,888
518.810	4901	Association Dues	\$625	518.810	4301	Travel	\$625
518.810	3152	Computer Supplies	\$5,000	518.810	3112	Computer Supplies	\$5,000
518.810	1693	IS Analyst Salary	\$400	518.810	1689	IS Analyst Salary	\$400
518.810	2104	Retirement	\$8,000	518.810	2103	Medical Insurance	\$8,000
594.180	6408	Computer Replacement - Capital	\$50,000	518.400	3508	Computer Replacement	\$50,000
<b>TOTAL</b>			<b>\$65,913</b>	<b>TOTAL</b>			<b>\$65,913</b>

**Explanation:**

The above transfers correct existing and anticipated short falls in expenditures for the remainder of the 2011-12 biennium.

Prepared by: J. Randall Reid Date: 13-Nov-2012

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	20-November-2012	Execute Contract	<u>  x  </u>
Subject:	Purchasing Electronic Docket Display System	Pass Resolution	<u>  x  </u>
		Pass Ordinance	<u>      </u>
Prepared By:	J. Randall Reid	Pass Motion	<u>      </u>
Reviewed By:	Loretta Smith Kelty	Other	<u>      </u>
		Consent Agenda	<u>  x  </u>
		Public Hearing	<u>      </u>
		1 <sup>st</sup> Discussion	<u>      </u>
		2 <sup>nd</sup> Discussion	<u>      </u>
		Other	<u>      </u>

**BACKGROUND INFORMATION**

One of the projects approved for the 2011-12 budget year was the acquisition of an electronic docket display system for the Justice Center. This system would provide airport terminal type monitors in the Justice Center lobby for displaying the courtrooms and times for various trials and hearings. The data for the displays would come for the state systems and the in-house case management system used by Superior Court Administration. Funding is provided by the Trial Court Improvement fund.

An RFP was published in September with the most advantageous response from Infax, Inc., for their CourtSight® system. The system has been installed in a number of Washington courts.

Since the system will be implemented in the last half of December when the Board will not be meeting, I have asked the Board for authority to sign the support agreement and any documents required to accept the work as completed. The support cost is less than the \$5,000 requiring Board approval under the current procurement policy.

**SUMMARY**

That attached resolution and agreement is for acquisition of a CourtSight® docket display system from Infax, Inc. The resolution also authorizes me to sign a support agreement once the system is implemented.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution authorizing the chairman of the board to sign the agreement.

2<sup>nd</sup>

**FISCAL IMPACT**

None. Included in 2011-12 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING A CourtSight® ELECTRONIC DOCKET DISPLAY SYSTEM FROM INFAX, INC.

WHEREAS, Resolution 2012-508 establishes procurement policies for Benton County including services (Section 4) and information technology systems (Section 2.4); and

WHEREAS, Resolution 11-223 approved the use of Trial Court Improvement funds for projects including an electronic docket display system for the Benton County courts; and

WHEREAS, a Request for Proposals (RFP) was published on 14-September-2012 in accordance with Section 2.4 of the procurement policies and RCW 39.04.270; and

WHEREAS, three (3) responses to the RFP were received with quotes summarized as follows (amounts shown do not include applicable taxes):

Cerium Networks	Spokane WA	\$64,342.71
Infax	Duluth GA	\$39,692.00
RAM Consulting	Dulles VA	\$64,000.00

and,

WHEREAS, the determination of Central Services and the Benton County courts was that the proposal from Infax, Inc., was the most advantageous to the county with price and other factors considered; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board of Commissioners be authorized to sign the attached (Attachment "A") contract between Benton County and Infax, Inc., for the purchase of a CourtSight® electronic docket display system; and

BE IT FURTHER RESOLVED, that the expenditures for purchase and implementation under this contract are not to exceed \$39,692 plus appropriate taxes and that the contract duration is from execution by both parties until 31-December-2012; and

BE IT FURTHER RESOLVED, that the Manager of Central Services is authorized to sign any support agreements for said system so long as the expense is less than \$5,000 per year and that the Board approves perpetually renewing support as required by Section 1.6 of the procurement policies.

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

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

cc: Central Services, Superior Court Admin, Auditor

REID

**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 Infax Inc., with its principal offices at 4250 River Green Parkway, Suite D, Duluth, GA 30096, (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 & Conditions of Work**
- c. **Exhibit B, Compensation**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties. CONTRACTOR agrees to complete the work described in Exhibit A by December 31, 2012.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A: Scope & Conditions of Work, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties'

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	11/20/2012	Execute Contract	_____
Subject:	<u>Line Item</u>	Pass Resolution	XX _____
	<u>Transfer</u>	Pass Ordinance	_____
Prepared by:	J Delvin	Pass Motion	_____
Reviewed by:	_____	Other	_____
		Consent Agenda	XX _____
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The Board approved a motion to go to "line item budgeting" effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$9,100.00 is needed to bring line items current in accordance with Board policy.

**RECOMMENDATION**

Recommend that the resolution is passed allowing line item transfers

**FISCAL IMPACT**

There is no fiscal impact, no budget adjustment required.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CLERKS COLLECTION BUDGET, FUND NUMBER 0000101 DEPARTMENT 106

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 \_\_\_\_\_, 2012

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Clerk, Auditor, file

**EXHIBIT A**

**BENTON COUNTY  
LINE ITEM TRANSFERS**

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

DEPARTMENT: SUPERIOR COURT CLERK

DEPARTMENT NO.: 106

FUND NAME: CURRENT EXPENSE

FUND NO.: 0000-101

TRANSFER FROM:

TRANSFER TO:

Base Sub (6 digit)	Line Item (4 digit)	LINE ITEM NAME	AMOUNT	Base Sub (6 digit)	Line Item (4 digit)	LINE ITEM NAME	AMOUNT
512.300	1209	LPA II	\$8,000.00	512.300	3101	Office Supplies	\$8,000.00
512.300	1208	Admin Asst	\$1,000.00	512.300	3103	Oil & Lub.	\$1,000.00
512.300	1208	Admin Asst.	\$100.00	512.300	3104	Jury Supplies	\$100.00

Prepared by: Josie Delvin

Date: October 31, 2012

Approved

Denied

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

Chairman

Chairman Pro Tem

Member

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JAIL DEPRECIATION RESERVE FUND NUMBER 0142-101, 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: Jail Depreciation Reserve      Dept Nbr: 000

Fund Name: Jail Depreciation Reserve      Fund Nbr: 0142-101

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
523.500	3135	Maintenance/Repair Supplies	\$7,856	523.500	4102	Contract Services	\$7,802
				523.500	4401	Legal Advertising	\$54
TOTAL			\$7,856	TOTAL			\$7,856

**Explanation:**

Transfer needed in order to comply with line item budget as approved by Resolution 2012-622.

Prepared by: Keith Mercer      Date: 02-Nov-2012

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 11/20/12	Execute Contract	_____	Consent Agenda XXX
Subject: Line Item Transfer	Pass Resolution	XXX	Public Hearing
Prepared by: Marilu Flores	Pass Ordinance	_____	1st Discussion
Reviewed by: L Smith Kelty	Pass Motion	_____	2nd Discussion
	Other		Other

**BACKGROUND INFORMATION**

The Board approved Resolution 2012-622 to go to “line item budgeting” effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$380 is needed to bring line item current in accordance with Board policy.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

na

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115.

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 M Flores

**BENTON COUNTY LINE ITEM TRANSFER**

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

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4101	Legal Services	\$380	519.900	4933	Property Management	\$380
TOTAL			\$380	TOTAL			\$380

**Explanation:**

A line item transfer is needed to bring the current budget in compliance with Resolution 2012-622 stating that 2011-2012 budget be amended to "line item budgeting".

Prepared by:  Date:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	November 20, 2012	Execute Contract	_____
Subject:	Mosquito Appointment	Pass Resolution	XXX
Prepared by:	Marilu Flores	Pass Ordinance	_____
Reviewed by:	L Smith Kelty	Pass Motion	_____
		Other	_____
		Consent Agenda	XXX
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The Commissioners' Office was notified that the two year term of Kevin Christensen will expire on December 31, 2012. The Board of County Commissioners appointed Mr. Christensen on September 26, 2012, to fill the unexpired term due to a resignation. Mr. Christensen has expressed an interest in serving an additional two year term and the Mosquito District is recommending Mr. Christensen's appointment.

**SUMMARY**

The two year term of District 1 with the Benton County Mosquito Control District will expire on December 31, 2012, and needs to be filled.

**RECOMMENDATION**

That the Commissioners consider reappointing Mr. Kevin Christensen for an additional two year term.

**MOTION**

# RESOLUTION

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

**IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY MOSQUITO CONTROL BOARD**

**WHEREAS**, the two-year term for Mr. Kevin Christensen will expire on December 31, 2012; and

**WHEREAS**, Mr. Christensen has expressed an interest to be reappointed for an additional two-year term; and

**WHEREAS**, the Mosquito Control District desires to have Mr. Kevin Christensen be appointed for an additional term to the Benton County Mosquito Control Board representing Benton County Commissioner District No. 1; **NOW, THEREFORE**,

**BE IT RESOLVED** that Kevin Christensen is hereby reappointed to the Benton County Mosquito Control Board, said term ending on December 31, 2014.

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

# RESOLUTION

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

**IN THE MATTER OF COUNTY POLICY: A COUNTY-WIDE PROCUREMENT, LEASING, AND CONTRACTING POLICY; RESCINDING RESOLUTION 2012-508**

**WHEREAS**, on September 8, 2012 the Board of Commissioners approved Resolution 2012-508 establishing a policy for procuring, leasing, and contracting; and

**WHEREAS**, effective November 1, 2012 all procurements, leases, and contracts shall follow and adhere to the new policy; and

**WHEREAS**, training sessions on September 4, 2012 and October 4, 2012 were offered to all Benton County employees to discuss the new procuring, leasing, and contracting policy; and

**WHEREAS**, revisions were made to the procuring, leasing, and contracting policy to clarify and accommodate situations unique to the operations of the county; and

**WHEREAS**, specific revisions to Sections 1.5 and 3.8 require written authorization from the Benton County Administrator as to his designee, which for purposes of this policy is the Deputy County Administrator, **NOW, THEREFORE**,

**BE IT RESOLVED**, that effective November 20, 2012 all procurements, leases and contracts shall follow and adhere to the attached Procurement, Leasing and Contracting Policy; and

**BE IT FURTHER RESOLVED**, that the Deputy County Administrator is approved as the Benton County Administrator’s designee referenced in this policy; and

**BE IT FURTHER RESOLVED**, that effective November 20, 2012 Resolution 2012-508 is hereby rescinded.

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

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

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

\_\_\_\_\_  
Member

Attest: . . . . .  
Clerk of the Board

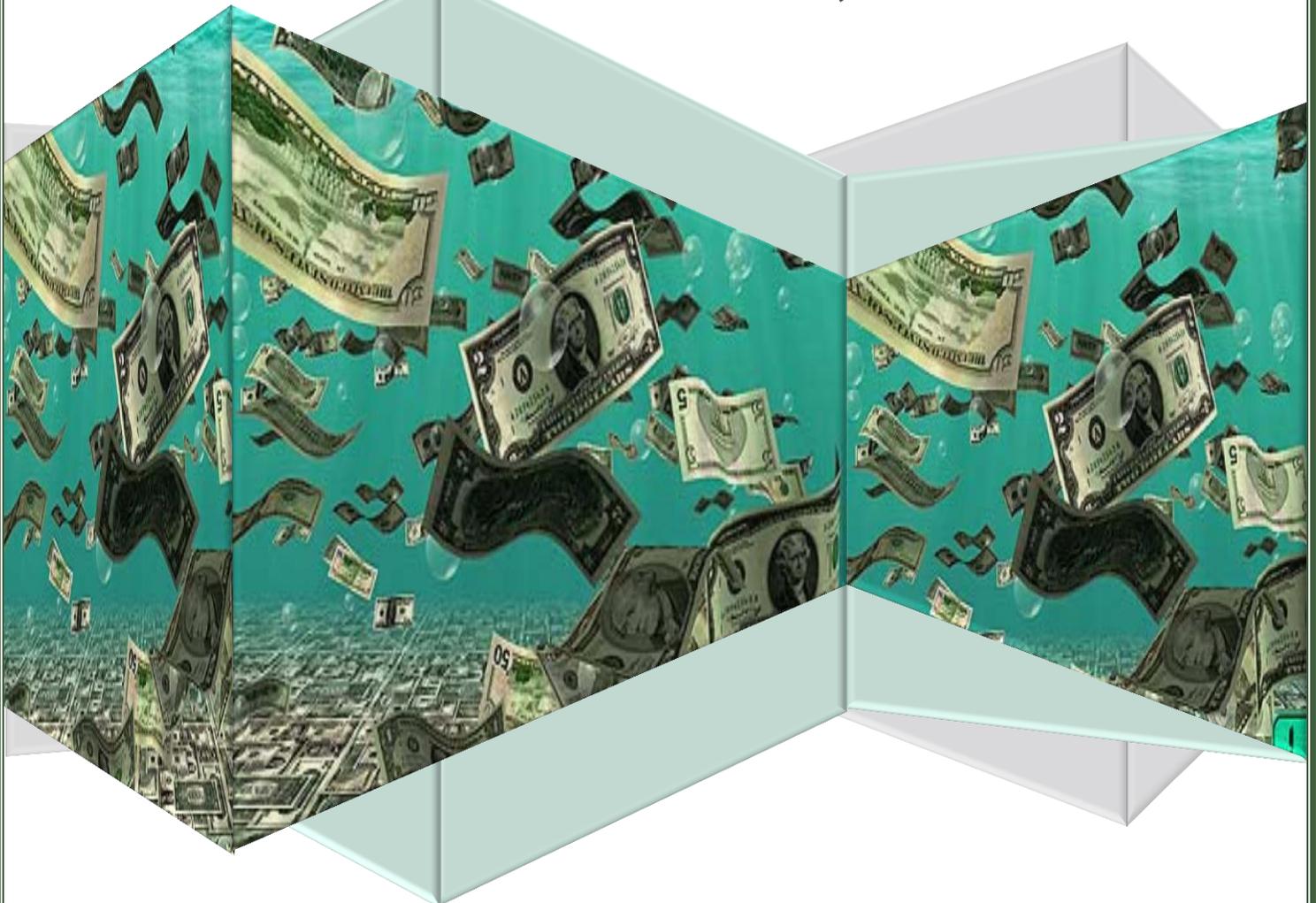
Constituting the Board of County  
Commissioners of Benton County,  
Washington

# **BENTON COUNTY PROCUREMENT, LEASING, AND CONTRACTING POLICY**

**Approved September 11, 2012**

**Effective November 1, 2012**

**Revised November 20, 2012**



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## **1.0 GENERAL**

### **1.1 Purpose**

This document is intended to direct the procurement or leasing of goods, construction of public works and acquisition of services at reasonable costs. An open, fair, documented, and competitive process is to be used whenever legally required and in certain other instances if reasonable and possible. The integrity, efficiency, and effectiveness of the County's purchasing, leasing and contracting functions are critical elements of sound government.

### **1.2 Objectives**

The objectives of the County's purchasing, leasing and contracting policies are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of County resources;
- To ensure equal opportunity and competition among vendors and contractors;
- To promote effective relationships and clear communication between the County and its vendors and contractors;
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds.

### **1.3 Scope**

These guidelines apply to the purchasing and leasing of and contracting for:

- Supplies, materials, or equipment
- Public works projects as defined by [RCW 39.04.010](#) as now in effect or as hereafter amended
- Any professional or personal services (including architectural and engineering or design) or technical expertise e.g. information services

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, lease, or contract, additional applicable requirements may be imposed by the funding agency. Such requirements may be more restrictive than the County's policy.

### **1.4 Controlling Laws, Regulations, Grants, and Requirements**

All purchases, leases, and contracts shall comply with appropriate and relevant federal and state laws and county policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements are more restrictive than this policy, such laws, regulations, grants, or requirements should be followed. A Deputy Prosecuting Attorney from the Civil Division shall be consulted when questions arise regarding this policy.

## **1.5 Transactions Exempted from this Policy**

This policy does not mandate procedures for: (i) intergovernmental property transfers; (ii) purchases or leases at auction; (iii) performance based contracts for the purchase or lease of energy equipment negotiated under [RCW 39.35A](#); (iv) purchases, leases, or contracts for the printing of election ballots, voting machine labels, or any other election material containing the names of candidates and ballot titles; or (v) situations when competition among multiple vendors or contractors is not practical as outlined in [RCW 39.04.280](#). Waiver of competitive bidding requirements pursuant to RCW 39.04.280 will be set forth in a resolution adopted by the BOCC on a case by case basis in accordance with [RCW 39.04.280\(b\)](#).

Only the County Administrator or his or her written designee can declare an emergency under [RCW 39.04.280\(1\)\(c\) and \(e\)](#). An emergency is as defined by [RCW 39.04.280\(3\)](#) as now in effect or hereafter amended. Once an emergency has been declared pursuant to [RCW 39.04.280 \(2\)\(b\)](#), a Deputy Prosecuting Attorney from the Civil Division shall be contacted for guidance on how to proceed.

## **1.6 Contract Length**

All contracts for the purchase or lease of supplies, materials, or equipment, public works, or services shall be made for a period of no more than two (2) years, unless otherwise approved by the Board of County Commissioners (BOCC). This time period includes any contractual provision permitting extension of the contract. This requirement will ensure that all the above mentioned contracts are entered into at a competitive price and assist the County in following the biennium budget process.

## **2.0 PURCHASE OR LEASE OF SUPPLIES, MATERIALS, OR EQUIPMENT**

As authorized by [RCW 36.32.253](#), [RCW 36.32.245](#) and [RCW 39.04.190](#), the BOCC hereby declares that advertisement and formal sealed bidding requirements set forth in [RCW 36.32.245](#) may be dispensed with, under such circumstances and on such terms as set forth in [Sections 2.2.1 – 2.2.2](#) below, for purchasing or leasing supplies, materials, or equipment valued at less than twenty-five thousand dollars (\$25,000).

### **2.1 Vendor List**

The Benton County Administrator shall be responsible for ensuring that the County publishes a notice of the existence of a Benton County vendor list for minor purchasing or leasing of supplies, materials, or equipment and soliciting the names of vendors for such list. The County Administrator shall take such other reasonable steps to establish and maintain such a list, including but not limited to publishing such notice of solicitation no later than the first Sunday in November and the first Sunday in May of each year.

## **2.2 Cost Thresholds**

The process for purchases or leases at the following dollar thresholds is as follows:

### **2.2.1 Purchases or Leases less than \$5,000**

Purchases or leases in this price range can be directly negotiated by County employees in accordance with this policy.

### **2.2.2 Purchases or Leases between \$5,000 and \$24,999**

In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in this price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC. Attached to said resolution shall be a copy of written quotations from at least three (3) vendors on the vendor list, unless the product is such that it is not reasonable to obtain three (3) price quotes. The written quotes shall contain the following information and be in the following form:

- Vendor contact information (name, address, and phone number)
- Date obtained
- Price
- Expiration date of the quote (i.e. 30 days, 90 days, 1 year, etc.)
- Explanation as to why it is not reasonable to obtain three (3) price quotes, if three (3) quotes are not obtained

The purchase or lease shall not be made until after the resolution has been approved by the BOCC. All voucher requests to the Benton County Auditor shall be accompanied by any approved resolution and quotes obtained under this policy.

A detailed list for all purchases or leases between five thousand dollars (\$5,000) and twenty-four thousand nine hundred ninety-nine dollars (\$24,999) made utilizing the vendors list during a particular year shall be maintained by the BOCCs' office and posted for public inspection. The list shall include the names of vendors solicited, purchase or lease description, awarding resolution number, and the amount of the purchase or lease.

### **2.2.3 Purchases or Leases of \$25,000 or more**

Purchases or leases of supplies, materials, or equipment in amounts over twenty-five thousand dollars (\$25,000) shall follow the "Formal Competitive Bid" requirements as established in [RCW 36.32.245](#), unless otherwise exempt under [RCW 39.04.280](#). Bid specifications shall be in writing and filed at the office of the Clerk of the BOCC for public inspection. A solicitation of bids must be approved in a meeting by the BOCC. Once the solicitation is approved an advertisement shall be

published in the official County newspaper and posted on the Benton County website stating the time and place where bids will be opened, the time after which bids will not be received, the supplies, materials, or equipment to be purchased or leased, and that the specifications may be seen at the office of the Clerk of the BOCC. The advertisement shall be published at least once at least thirteen (13) days prior to the last date upon which bids will be received. See [Section 5.0](#) for additional details of the procedures to be followed for formal competitive bidding. The lowest bidder for such purchases or leases shall be determined in accordance with [RCW 39.30.040](#) and if applicable, [RCW 36.32.256](#), as now in effect or hereafter amended.

## **2.3 Rules for Determining Applicable Cost**

When determining the amount of a purchase or lease and the procedure to be followed under [Section 2.2](#), the following rules shall apply:

### **2.3.1 Use Anticipated Aggregate Cost**

The anticipated aggregate cost of all purchases or leases for the type of supplies, materials, or equipment at issue shall be used to determine which of the above referenced cost thresholds is applicable. If numerous items of a similar nature, e.g. cleaning supplies, are purchased or leased from a particular vendor, the estimated aggregate cost of that type of purchase or lease from that vendor shall be used to determine which of the above referenced cost thresholds is applicable.

If the purchase or lease agreement is for a one (1) year term or for a specific amount of supplies, materials, or equipment, the aggregate cost shall be the expected cost for a one (1) year reserve of those items.

If the purchase or lease agreement is for a multi-year term, the aggregate cost shall be the total estimated cost for all years covered by the purchase or lease agreement.

*Example 1: If one pallet of toilet paper is to be purchased initially at an estimated cost, including sales tax, of \$8,959, but a total of three pallets are expected to be purchased during the year at an aggregate cost of \$26,877 (\$8,959 times three), then the procurement falls within [Section 5.0 Formal Competitive Bidding Procedures](#). Separate delivery times may be established for each phase of the purchase.*

### **2.3.2 No Bid Splitting**

Items ordinarily purchased or leased together shall not be split in order to attempt to meet a lower cost threshold and avoid competitive bidding, unless the two items are not available from a single vendor.

*Example: If office furniture is being purchased or leased for a new office or conference room, the cost of the table and chair(s) would be considered together to compute the cost of the purchase or lease.*

### **2.3.3 Costs Included**

When determining the applicable cost threshold, all costs including taxes, freight, and installation charges shall be included as part of the cost.

## **2.4 Electronic Data Processing and Telecommunications Systems**

[RCW 39.04.270](#) allows the County to purchase electronic data processing and telecommunication equipment, software, or services that is compatible to the County's needs through competitive negotiation rather than through competitive bidding. At a minimum, a request for proposal (RFP) shall be prepared and submitted to an adequate number of qualified sources and a notice of the request for proposal shall be published in a newspaper of general circulation in the County at least thirteen (13) days before the proposals (bids, quotes, or prices) are to be received.

## **3.0 PUBLIC WORKS PROJECTS**

As defined in [RCW 39.04.010](#), the term "public works" shall include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the County's cost, or which is by law a lien or charge on any property therein. All public works, including maintenance when performed by contract, shall comply with the provisions of [RCW 39.12.020](#).

[WAC 296-127-010\(7\)\(b\)\(iii\)](#) defines ordinary maintenance as work performed by County employees and not contractors and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year) to service, check or replace items that are not broken.

### **3.1 Defining Project Cost**

[RCW 35.22.620](#) defines the cost of a public works project as the costs of supplies, materials, equipment, and labor on the construction of that project.

### **3.2 MRSC Small Public Works Roster**

Per [RCW 39.04.155](#) and [RCW 36.77.075](#), Benton County and its officials and officers need not comply with the formal sealed bidding requirements set forth in [RCW 36.32.250](#) and [RCW 36.77.020](#) through [RCW 36.77.040](#) for public works contracts for the construction, building, renovation, remodeling, alteration, repair, maintenance or improvement of county owned assets where the estimated cost is less than three hundred thousand dollars (\$300,000), inclusive of the costs of labor, material, equipment and sales and/or use taxes as applicable. For such

projects, the small public works roster procedures as set forth herein may be used. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small public works roster process.

The BOCC has entered into an annual agreement with Municipal Research and Services Center of Washington (MRSC) to create and maintain Benton County's Small Public Works Roster. On behalf of Benton County, MRSC is obligated to publish in a newspaper of general circulation within Benton County a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Such notice of solicitation shall be published twice a year, during January and June of each year. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records as defined by [RCW 39.04.350](#).

The MRSC Small Public Works Roster is located at [www.mrscrosters.org/Login.aspx](http://www.mrscrosters.org/Login.aspx). Here you can search the Small Public Works Roster by Category or Alphabetically. Please contact the Commissioners' office for the User ID and Password.

### **3.3 Lowest Responsible Bidder**

All contracts must be awarded to the lowest responsible bidder. [RCW 39.04.350](#) outlines criteria that all bidders must meet in order to be considered responsible for public works contracts. When going out to formal bid, Benton County hereby adopts the additional relevant supplemental criteria for determining bidder responsibility as defined under [RCW 43.19.1911\(9\)](#) as now in effect or hereafter amended. Such supplemental criteria for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a bidder is not responsible, must be provided in the invitation to bid or bidding documents as provided in [RCW 39.04.350](#). After reviewing the supplemental criteria during the formal bid process, if facts or circumstances arise that cause Benton County to believe that any responding bidder is not responsible, then the County representative must notify the bidder in writing of the fact that they are considered not responsible and include the specific reasons for that determination. After that notification, the bidder will then have a reasonable opportunity to submit supplementary material to rebut that determination. The County representative must reconsider the not responsible determination in light of the new information and must notify the bidder in question, in writing, of the final determination. If the final determination is that the bidder in question is actually responsible, then the project must be awarded to the lowest bidder, including that bidder. If the final determination is that the bidder in question is in fact not responsible, then, after waiting two (2) business days after the day when the non-responsible bidder has received the final determination, the project must be awarded to the lowest bidder excluding the bidder in question.

### **3.4 Solicitation of Public Works**

#### **3.4.1 Public Works Contracts less than \$40,000**

Per [RCW 36.32.250](#), the formal sealed bidding process may be dispensed with for the letting of public works contracts with an estimated cost of less than forty thousand dollars (\$40,000). For such projects, contracts may be entered into after direct negotiation and authorization by the BOCC, with such authorization being in the form of a resolution containing a summary of the three (3) bid quotations obtained, with a copy of each quote attached, and being available for public inspection. As an alternative to this procedure, the letting of contracts for public works with an estimated cost of less than thirty-five thousand dollars (\$35,000) may be conducted pursuant to the small public works roster of limited public works process set forth in [RCW 39.04.155](#). For limited public works projects (those estimated to cost less than \$35,000) awarded under this alternative process, written invitations for bids will be solicited from a minimum of three contractors from the appropriate small public works roster. All bids must be submitted in writing, and Benton County may award the contract to the lowest responsible bidder. Such bids, the contractors' names and their registration numbers shall be reflected in the resolution adopted to award the contract. After an award is made, the written bids shall be open to public inspection and available either electronically or hard copy upon request.

#### **3.4.2 Public Works Contracts between \$40,000 and \$300,000**

For public works contracts with an estimated value of forty thousand dollars (\$40,000) up to three hundred thousand dollars (\$300,000), the County shall follow both the advertisement and competitive bidding procedures set forth in [RCW 36.32.250](#) or shall follow the small public works roster process authorized by [RCW 39.04.155](#).

Benton County officers or officials seeking to utilize the small public works roster shall use the following procedure in soliciting bids from contractors in the appropriate subsection of the MRSC Small Public Works Roster to assure that a competitive price is obtained:

(1) A contract awarded from the small public works roster need not be advertised. Invitations for bids shall be written and include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

(2) If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), bids shall be invited from all appropriate contractors on the appropriate small

public works roster. Bids less than one hundred fifty thousand dollars (\$150,000) may be invited from all appropriate contractors on the appropriate small public works roster, or as an alternative, bids may be invited from at least five (5) contractors on the appropriate small public works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity to bid among the contractors on the appropriate roster. If there are less than five (5) contractors on the appropriate small public works roster who have indicated the capability of performing the kind of work being contracted, bids shall be invited from all contractors who have indicated the capability of performing such work.

(3) For purposes of this provision, "equitably distribute" means that Benton County will not favor, by disproportionately seeking quotations from certain contractors to a significant degree or otherwise, certain contractors on the appropriate small public works roster over other contractors on the appropriate small public works roster who perform similar services. At the time bids are solicited, the County representative shall not inform a contractor of the terms or amount of any other contractor's quotes for the same project.

(4) All bids shall be submitted in writing. The amount of each bid and of any conditions imposed on the bid, as well as the contractors name and registration number, shall be reflected in the resolution adopted to award the contract. After an award is made, a copy of the resolution awarding the contract shall be placed in a separate file for small public works roster contracts by the BOCC and shall be open to public inspection, and available by telephone inquiry.

(5) Bids submitted pursuant to the small public works roster process must include all items required of bidders in competitive bid situations, including but not limited to performance and payment bonds, specifications and retainage.

(6) The BOCC' Office shall maintain a list of contractors contacted and contracts awarded during the previous twenty-four (24) months, including the name of the contractors, the contractors' registration numbers, the amounts of the contracts, a brief description of the type of work performed, and the date the contracts were awarded. Said list may be in the form of a compilation of all awarding resolutions if such resolutions include the requisite information.

### **3.4.3 Award**

All written bids received pursuant to the small public works roster process set forth herein shall be submitted to the BOCC along with a recommendation for award of the contract to the lowest responsible

bidder. The BOCC shall then make a decision to award the contract to the lowest responsible bidder pursuant to a resolution in the form required hereby or to reject all bids as authorized herein.

#### **3.4.4 Public Works Contracts \$1 Million or more**

[RCW 39.30.060](#) specifies that in order for the bid of a prime contractor to be considered responsive, every bidder for a public works contract of over \$1 million must submit (either with their bid or within one hour of the bid submittal time) the names of all subcontractors that will be used for heating, ventilation and air conditioning, plumbing, and electrical work.

### **3.5 Prevailing Wages**

The County is mandated by [RCW 39.12.040](#) to require contractors to pay prevailing wages on all public works contracts. A Statement of Intent to Pay Prevailing Wages must be received from a contractor before any payment is made, and an Affidavit of Wages Paid must be received following final acceptance of the work and before any retainage is released.

### **3.6 Performance and Payment Bonds**

[RCW 39.08.010](#) mandates that the County require a performance and payment bond for every public works contract. This ensures that the job will be completed and that all workers, vendors, and subcontractors will be paid. The bond(s) shall be executed by a bond company registered to do business in Washington State, in an amount equal to one hundred percent (100%) of the price specified in the contract. For contracts of thirty-five thousand dollars (\$35,000) or less, the County may, at the option of the contractor and in lieu of the bond(s), retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the later of the date of final acceptance or the receipt of all necessary releases from the Department of Revenue, Department of Labor & Industries, and Employment, Security Department, and settlement of any liens filed under [RCW 60.28](#).

### **3.7 Retainage**

For each invoiced and approved progress payment, in which performance and payment bonds are submitted, the County shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) five percent (5%) as retainage pursuant to [RCW 60.28.011](#), subject to all further provisions of the remainder of [RCW 60.28](#). Within ten (10) days following the execution of a contract for public works, the contractor shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to [RCW 60.28.011\(4\)](#). If such written election is not received, then the County may choose any of the allowed manners of holding the moneys allowed by [RCW 60.28.011\(4\) \(a\)-\(c\)](#). Sixty (60) days after completion of all contract work, the County must release and pay in full the amounts retained during the performance of the contract subject to the provisions of [RCW 39.12](#) and [RCW 60.28](#). In lieu of the above, a contractor may submit a retainage bond for all or any portion of the contract retainage in a form acceptable to the County, and from a bonding company registered to do business in Washington State.

### **3.8 Change Orders**

The BOCC must approve all change orders with the exception for contracts related to road construction projects, aggregate material crushing and stockpiling. These particular contracts, administered by the County Engineer, may at times have unknown factors occur that may increase or decrease the total cost, which is addressed by a change order. The process of obtaining BOCC approval of a change order prior to implementing the change may cause a shutdown of the contracted project. With time being of essence the BOCC authorizes the County Administrator to approve change orders on contracts administered through the Public Works Department; provided such change orders must also be approved by the County Engineer. In the County Administrator's absence, his or her written designee is authorized to approve change orders on contracts administered through the Public Works Department; provided such change orders must also be approved by the County Engineer.

## **4.0 SERVICES**

All service contracts must be awarded by the BOCC. Service contracts are performed by the person (contractor) as an independent contractor. Qualifications and performance are the primary considerations in selection of the contractor with price being secondary or subject to negotiation. The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County 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. Services provide professional, personal, or technical expertise to accomplish a specific study, project, task, or other work statement. Service contracts include, but are not limited to, contracts for:

- Accounting and auditing
- Bond or insurance brokerage
- Consulting services
- Legal services
- Surveying
- Architectural and engineering services (see [Section 4.2](#) for additional requirements)
- Off-site services
- Training

### **4.1 MRSC Consulting Roster**

The BOCC have entered into an annual agreement with Municipal Research and Services Center of Washington (MRSC) to create and maintain Benton County's Consulting Roster. On behalf of Benton County, MRSC will publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Such notice of solicitation shall be published twice a year, during January

and June of each year. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records.

The MRSC Consulting Roster is located at [www.mrscrosters.org/Login.aspx](http://www.mrscrosters.org/Login.aspx). You can search the Consulting Roster by Category or Alphabetically. Please contact the Commissioners' Office for the User ID and Password.

## **4.2 Contracts for Architectural and Engineering or Design Services**

### **4.2.1 Services under RCW 39.89**

[RCW 39.80.010; .030 & .040](#) outline the requirements for obtaining services for architecture, and engineering or design. The requirements outlined in these RCW(s) and stated in these guidelines, must be carefully followed. Current statement of qualifications and performance data on file with MRSC shall be evaluated together with those that may be submitted by other firms regarding the proposed project. The County encourages architecture and engineering or design firms to submit a statement of qualifications and performance data annually to MRSC. Discussions will be conducted with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. The County will negotiate a contract with the most qualified firm at a price that the County determines is fair and reasonable. In making its determination, the County will take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the County is unable to negotiate a satisfactory contract with the firm selected at a price that is determined fair and reasonable, negotiations with that firm will be formally terminated by written notification. Another firm will then be selected and the process continued until an agreement is reached or the process terminated. County procedures and guidelines shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the professional communities involved.

### **4.2.2 Advertisement of Request for Qualifications (RFQ)**

When contracting for architectural and engineering or design services, the RFQ shall be published in the County's official newspaper, on the Benton County website, and in any other media sources reasonably likely to attract sufficient numbers of potential service contractors. The advertisement should provide the general scope and nature of the project or work for which the services are required, the preferred format of the response, criteria for selection, submission deadline, and the contact

information for a County representative who can provide further details. Advertisements should occur either by:

- Publishing an announcement for a specific project on each occasion when architectural and engineering or design services are required, or
- Publishing a general announcement for the County's projected requirements for any category or type of architectural and engineering or design services.

## **5.0 FORMAL SEALED COMPETITIVE BIDDING PROCEDURES**

The County may satisfy its obligation to make a purchase or lease after a formal sealed competitive bidding process or through intergovernmental cooperative purchasing or leasing agreements as discussed in [Section 7.0](#). If the process in [Section 7.0](#) is not utilized to satisfy a required formal sealed competitive bidding process, the procedure set forth in [Section 5.0](#) shall apply.

### **5.1 Formal Bid Process**

Good business practice calls for using a notification process that will reach the most potential bidders and allow enough time for responsive bids to be prepared. It is strongly recommended that departments not rely solely upon the advertisement in the official newspaper of Benton County to solicit bids. Departments should research and solicit any and all vendors or contractors that may be able to provide the supplies, materials, or equipment specified in the bid packet.

Before starting a bid packet, a bid number shall be obtained from the BOCCs' Office and such number shall be included on all bid documents. A bid packet shall be prepared and submitted to a Deputy Prosecuting Attorney from the Civil Division for approval. Finally, a resolution with the approved bid packet shall be placed before the BOCC requesting permission to proceed with the advertisement and bid process.

Any advertisements soliciting formal sealed competitive bids using the County's official newspaper shall be published at a minimum once and at least thirteen (13) days prior to the last date upon which bids will be received and should include the following items:

- Title of the project
- Nature and scope of the work
- Materials and Equipment to be furnished, if any
- Where contract documents (plans, specifications, etc.) may be obtained
- Cost to obtain a set of contract documents
- Place, date, and time that sealed bids are due and will be opened
- Statement that a bid bond must accompany the bid

- Statements that the County retains the right to reject any or all bids, and to waive minor irregularities in the bidding process
- Statements that the public works contract will be awarded to the lowest responsible bidder under the criteria set forth in [RCW 39.04.350](#) and [RCW 43.19.1911\(a\)](#) or the purchase or lease of supplies, materials or equipment will be awarded to the lowest bidder in accordance with [RCW 39.30.040](#).

Additionally, per [RCW 36.32.250](#) no formal bid may be considered for public work unless it is accompanied by a bid deposit in the form of a bond, postal money order, cash, cashier's check, or certified check in an amount equal to five percent (5%) of the amount of the bid proposed. A performance bond in the amount and with the conditions imposed by law is required from the successful bidder for such public works contract. If the bidder to whom the contract is awarded fails to enter into the contract and furnish the performance bond as required within ten (10) days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the County and the contract awarded to the next lowest and best bidder. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project. The bid deposit of all unsuccessful bidders shall be returned after the contract is awarded and the required performance bond given by the successful bidder is accepted by the person designated in the bid specifications.

Once the bids have been opened and read in public at the time and place specified in the advertisement, the department shall tabulate, evaluate, and submit a resolution to the BOCC awarding the contract to the lowest responsible bidder as defined in [RCW 39.04.350](#) and [RCW 43.19.1911](#) or awarding the purchase or lease of supplies, materials, or equipment to the lowest bidder in accordance with [RCW 39.30.040](#). Any or all bids may be rejected for good cause and further calls for bids may be made in the same manner as the original bid process. Immaterial irregularities in bid proposals may be waived. If the award does not go to the lowest bidder, a full and complete statement of the reasons shall be prepared by the department and retained with any other papers relating to the transaction.

## **5.2 Bid Specifications**

All bid specifications shall be in writing and filed at the office of the Clerk of the BOCC for public inspections. Bid specifications should incorporate a clear and accurate description of the technical requirements for the merchandise or service to be purchased or leased. Such descriptions should not contain features that unduly restrict competition. When it is impractical or uneconomical to make clear and accurate description requirements, a brand name or equal description may be used. The responsibility of demonstrating to the County's satisfaction that the material, product, or service is equal to that which has been specified shall be on the bidder proposing the substitution. Requests for approval of substitutions must

be made with sufficient time to allow the County to adequately review the proposal, including time for bidders to respond to questions and requests for additional information or clarification. The County has no obligation to accept proposed substitutions. Acceptance of a substitute merchandise or service proposed as an equal to that which has been specified will be made in writing. If the substitute merchandise or service is accepted prior to the bid opening date and time, other bidders will be notified to the extent practical.

### **5.3 Cancellation**

In the County's sole discretion an invitation for bids may be cancelled at any time prior to bid opening.

### **5.4 Submittal of Bids**

Bids will be submitted as specified in the invitation for bid by the appointed date and time listed in the invitation. Each bid will be date and time stamped as it is received. Late bids will not be accepted. If the bid is a sealed bid, all qualified bids will be opened and read aloud publicly at the appointed time. No County representative shall inform a contractor of the terms or amount of any other contractor's bid for the same project prior to the bid opening date and time. Once bids have been submitted (and opened, if the bids are sealed), the County may not negotiate with bidders. The contract must be awarded to the lowest responsible bidder and any or all bids may be rejected for good cause pursuant to [RCW 36.32.245](#) and [RCW 36.32.250](#). A written record shall be made of each contractor's bid on a project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations shall be recorded, open to public inspection, and available by telephone inquiry. Original specifications and the original bid responses will be retained for review and audit as required.

### **5.5 Non-Collusion Affidavit**

Each bidder shall be required to warrant that their bid is genuine, and that they have not entered into collusion with other bidders, by submitting with their bid an executed and notarized affidavit on a form approved by the County Attorney.

### **5.6 Insurance**

Contracts for public works and services shall contain requirements for contractor-provided insurance, as deemed necessary by the County's Risk Manager.

## **6.0 CONTRACT AMENDMENTS, TERMINATIONS, OR RESCINDING RESOLUTIONS**

The BOCC must approve and sign all contract amendments. Any contract signed by the BOCC is considered binding until it is terminated or expires. If a contract manager seeks to terminate an agreement that has been executed by the BOCC, he or she shall consult with a Deputy Prosecuting Attorney from the Civil Division to obtain legal advice as to if and how the contract may be terminated. When preparing a resolution for the BOCC authorizing or directing the termination of such contract the following language shall be included in said resolution:

Return to TOC

“WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed this resolution.”

## **7.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS**

[RCW 39.34.030](#) allows the County to join with other governmental agencies for purchases or leases. This may be done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an interlocal agreement). Prior to making a purchase or lease under such an agreement, the County must ensure that the procedure used by the agency that originally awarded the bid, proposal, or contract has satisfied the County’s obligations under state law. The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing or leasing cooperative or similar service contractor, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

### **7.1 Joint Purchases or Leases with other Government Agencies**

The County may also make a bid call with another government entity as a joint purchase or lease that complies with the procurement requirements of both jurisdictions. When practical, the County should include language in its solicitations that allows other public agencies to purchase or lease from the County’s contracts, provided that other agencies provide similar rights and reciprocal privileges to Benton County. The BOCC shall approve all Intergovernmental Cooperative Purchasing Agreements. A Deputy Prosecuting Attorney from the Civil Division shall approve all such agreements as to form.

## **8.0 COMPLIANCE WITH POLICY**

Per [RCW 39.30.020](#) an intentional or willful violation of any of the provisions in this policy may result in liability to the individual(s) involved. Elected Officials, Department Managers, and County employees should be aware of possible personal penalties, termination, and financial liability for intentional or willful violation of competitive bidding laws.

# 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 109.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, K. Mercer

j. Line Item Transfer, Fund No. 0000-101, Dept.  
109

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	1905	temporary help	\$1,000	563.200	1143	pt deputy coroner	\$2,900
563.200	1934	on-call pay	\$1,000	563.200	1261	coroner	\$13,500
563.200	1179	pt deputy coroner	\$900	563.200	1262	deputy coroner	\$1,500
563.200	2104	Retirement	\$15,000	563.200	4201	postage	\$200
563.200	4118	autopsies	\$5,500	563.200	4802	vehicle repair	\$100
				563.200	3201	vehicle fuel	\$5,200
<b>TOTAL</b>			<b>\$23,400</b>	<b>TOTAL</b>			<b>\$23,400</b>

**Explanation:**

Transfer from accounts with surpluses to accounts with negative balances to maintain positive balances through the end of the year. This amount is for current and future anticipated expenses.

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_

# 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 111.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept; Auditor; File, LSK

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: District Court

Dept Nbr: 111

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	1283	Infractions/Switchboard	\$4,000	512.400	1280	Agency Desk Clerk	\$4,000
512.400	1284	Small Claims/Civil Clerk	\$4,000	512.400	1280	Agency Desk Clerk	\$4,000
512.400	1296	Clerk	\$2,000	512.400	1286	Court Recorder Clerk	\$2,000
512.400	1301	Clerk Assistant	\$1,500	512400	1286	Court Recorder Clerk	\$1,500
512.400	9109	Juvenile Detention	\$5,000	512.400	4906	Print Bindery	\$5,000
512.400	2104	retirement	\$15,000	512.400	4103	Professional Services	\$15,000
512.400	4503	Rentals - Office Equipment	\$300	512.400	4107	Messenger Services	\$300
				512.400			
				512.400			
				512.400			
TOTAL			\$31,800.00	TOTAL			\$31,800.00

Prepared by: 

(signature)

Date: 06-Nov-2012

RETURN TO: Auditor's Office, Accounting Department

AUDITOR'S USE ONLY:

Keyed \_\_\_\_\_  
Date \_\_\_\_\_

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 11/20/2012	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Award Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R. Lukson	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Benton County solicited General Contractors from the MRSC Small Works Roster for the construction of the Clerk’s lobby remodel, also known as the Benton County Justice Center TI Project.

A total of six (6) general contractors responded to the Request for Proposal (RFP) with the results indicated on the attached Resolution.

**RECOMMENDATION**

Facilities Manager and the Architect from Design West reviewed the proposals and recommends awarding the construction contract to BANLIN Construction, LLC for a contract amount not to exceed \$86,000 plus WSST and the cost of the building permit.

**FISCAL IMPACT**

The total cost of the project in the amount of \$93,680.00 including WSST, plus reimbursement cost of the building permit, with said funds being paid out of the Capital Fund 0305101. No supplement needed.

**MOTION**

The Board of Benton County Commissioners hereby awards the construction contract of the Benton County Justice Center TI Project to BANLIN Construction, LLC for a contract amount not to exceed \$86,500.00 plus WSST and reimbursement of the building permit.

# RESOLUTION

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

### IN THE MATTER OF AWARDING THE CONSTRUCTION OF THE BENTON COUNTY JUSTICE CENTER TENANT IMPROVEMENT (TI) PROJECT TO BANLIN CONSTRUCTION, LLC

**WHEREAS**, per Resolution 11-735 the Board of Benton County Commissioners entered into an agreement with Municipal Research and Service Center of Washington (MRSC) to maintain a Small Works Roster for Benton County to utilize for public works projects under \$300,000; and

**WHEREAS**, as per Resolution 2012-371 the Board of Commissioners authorized Design West Architects to provide an analysis, conceptual ideas, and project budgeting for the possible expansion of the Benton County Clerk's Lobby located at the Justice Center in Kennewick, WA; and

**WHEREAS**, per Resolution 2012-444 the Board of Commissioners entered into a Professional Service Contract with Design West Architects, PA for architectural and engineering services including complete documentation and construction administration for the Benton County Clerk's Lobby remodel referred to as the Justice Center Tenant Improvement Project; and

**WHEREAS**, a Request for Proposal (RFP) packet was prepared and the following contractors were solicited from the MRSC Small Works Roster and provided the following proposals:

- BANLIN Construction, LLC, Kennewick, WA – Cont. Lic. BANLICL881CB - \$86,500.00 excluding WSST
- Chervenell Construction Co., Kennewick, WA – Cont. Lic. CHERVC\*254KW - \$112,485.00 excluding WSST
- R.E.A. Commercial, LLC, Kennewick, WA – Cont. Lic. REACOCL934RC - \$128,767.80 excluding WSST
- G2 Commercial Construction, Inc., Kennewick, WA – Cont. Lic. G2COMCC902JB - \$117,250.00 excluding WSST
- Siefken & Sons Construction, Inc., Richland, WA – Cont. Lic. SIEFKSC198MZ – \$ 97,872.00 excluding WSST
- Zeigler Construction, Co., Pasco, WA – Cont. Lic. ZEIGLCC066JQ - \$94,500.00 excluding WSST
- Lydig Construction, Inc., Bellevue, WA – Cont. Lic. LYDIGC\*264JC – Did Not Respond

**WHEREAS**, the Request for Proposals were due Thursday, November 1, 2012 @ 3:30 PM, and not thereafter, at the Benton County Commissioners Office, PO Box 190 / 620 Market Street, Prosser WA 99350 and were read in public by the Benton County Facilities Manager and Project Architect with Design West Architects, PA; and

**WHEREAS**, the Facilities Manager and Architect reviewed the bid proposals and recommends awarding the construction contract to BANLIN Construction, LLC, for a contract amount not to exceed \$86,500.00 excluding WSST as the lowest responsible bidder; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby awards the construction contract of the Benton County Justice Center TI Project to BANLIN Construction, LLC, Kennewick, WA for a contract amount not to exceed \$86,500.00 excluding WSST; plus the cost of the building permit; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman of the Board of Benton County Commissioner to sign said contract between Benton County and BANLIN Construction, LLC; and

**BE IT FURTHER RESOLVED**, the term of this contract shall begin upon the signature of both parties. Work shall not commence until a Notice to Proceed has been issued by the County and all work shall be completed within 65 days of the date noted in the Notice to Proceed or BANLIN Construction, LLC shall pay liquidated damages to Benton County in the amount of \$500.00 for each day thereafter.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BANLIN CONSTRUCTION, LLC**, with its principal offices at 320 W Columbia Dr., 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 which are incorporated herein by reference:

- a. Exhibit B1 - Proposal Form
- b. Exhibit B2 - Proposal Schedule
- c. Exhibit I - Prevailing Wage Rates
- d. Exhibit L - Drawing Set: Benton County Justice Center  
Tenant Improvement Dated September 19, 2012
- e. Exhibit M - Project Manual: Benton County Justice Center  
Tenant Improvement Dated September 19, 2012
- f. Exhibit N - Addendum No.1 dated 10/26/12

**2. WORK SCHEDULE**

The term of this Contract shall begin upon the signature of both parties. Work shall not commence until a Notice to Proceed has been issued by the COUNTY in the manner provided for in Section 23 hereto. The Notice to Proceed will be promptly issued by the COUNTY upon the receipt of the fully executed Contract; the Performance Bond and Labor & Material Bond; and the Certificate of Insurance. The CONTRACTOR shall complete all work within 65 days of the Notice to Proceed or pay liquidated damages to COUNTY as provided in Section 3.

**3. LIQUIDATED DAMAGES**

Failure of CONTRACTOR to complete the services provided in Section 4 within 65 days of the date noted in the Notice to Proceed will result in liquidated damages payable by CONTRACTOR to COUNTY in the amount of \$500 for each day thereafter.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Agreement</b> <input checked="" type="checkbox"/>	<b>Consent Agenda</b> <input checked="" type="checkbox"/>
<b>Subject:</b> <u>Agreement #11/13-SA-LCC-00 with Lourdes Counseling Center</u>	<b>Pass Resolution</b> <input checked="" type="checkbox"/>	<b>Public Hearing</b> <input type="checkbox"/>
	<b>Pass Ordinance</b> <input type="checkbox"/>	<b>1st Discussion</b> <input type="checkbox"/>
	<b>Pass Motion</b> <input type="checkbox"/>	<b>2nd Discussion</b> <input type="checkbox"/>
	<b>Other</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/>
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	<b>COORDINATION</b>	
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Ryan Lukson, BCPA	
	Ryan Verhulp, FCPA	
	Ed Thornbrugh, Human Services	
	Joel Chavez, Human Services	

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Lourdes Counseling Center to provide substance abuse treatment services to low income and Title 19 clients for the remainder of the 2011-2013 Biennium.

The Agreement process was initiated on August 29, 2012; the delay in execution is a result of the legal review process.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** September 1, 2012 through June 30, 2013  
**Funding Source:** Division of Behavioral Health and Recovery

**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 Department of Social and Health Services, Division of Behavioral Health and Recovery. **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 #11/13-SA-LCC-00 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 AGREEMENT #11/13-SA-LCC-00 TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES FOR THE REMAINDER OF THE 2011-2013 BIENNIUM BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND LOURDES COUNSELING CENTER**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Lourdes Counseling Center to provide substance abuse treatment services to low income and Title 19 clients; and

**WHEREAS**, the Agreement process was initiated on August 29, 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 #11/13-SA-LCC-00 with Lourdes Counseling Center to provide substance abuse treatment services for the remainder of the 2011-2013 biennium for an Agreement amount set at Fee For-Service; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences on September 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:

Attest:

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

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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #11/13-SA-LCC-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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter referred to as "Counties") and **Lourdes Counseling Center (a division of the "Health Network" operated by Our Lady of Lourdes Hospital at Pasco, d/b/a Lourdes Health Network)**, a not-for-profit health care provider, with its principal offices at 1175 Carondelet Drive, Richland, WA 99352 (hereinafter "Contractor").

**Counties Contact Information:**

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

**Contractor Contact Information:**

Barbara Mead, Director  
Lourdes Counseling Center  
1175 Carondelet Drive  
Richland, WA 99352  
Phone: 509.943.9104 / Fax: 509.943.7206  
E-Mail: bmead@lourdesonline.org

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes  
CFDA Number (Federal Block Grant Funding) ..... #93.959

Agreement Start Date ..... September 1, 2012  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2013

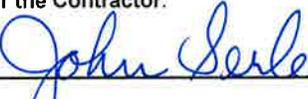
Consideration ..... Fee For-Service

**Attachments incorporated into this Agreement**

HRSA/DBHR Service Rates Plan 11-13 ..... Attachment A  
Counties Sliding Fee Schedule ..... Attachment B

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: CEO Date 11-1-12

**For Benton County:**

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

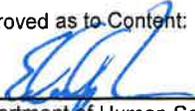
\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date

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

**Approved as to Content:**

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

**Approved as to Form:**

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

**Approved as to Form:**

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p><b>Meeting Date:</b></p> <p><b>Subject:</b>  <u>Amendment for equipment purchase and software license between Benton Franklin Counties Department of Human Services and Netsmart Ohio, Inc.</u></p> <p><b>Prepared by:</b>                      Maria Loera, Sr. Secretary-DHS</p> <p><b>Reviewed by:</b>                      Ed Thornbrugh, Administrator-DHS</p>	<p><b>Execute Amendment</b>     <u>  X  </u></p> <p><b>Pass Resolution</b>         <u>  X  </u></p> <p><b>Pass Ordinance</b>         _____</p> <p><b>Pass Motion</b>                _____</p> <p><b>Other</b>                         _____</p>	<p><b>Consent Agenda</b>         <u>  X  </u></p> <p><b>Public Hearing</b>             _____</p> <p><b>1st Discussion</b>            _____</p> <p><b>2nd Discussion</b>          _____</p> <p><b>Other</b>                        _____</p>	<p><b>COORDINATION</b></p> <p>Ed Thornbrugh, DHS</p>

**BACKGROUND INFORMATION**

Netsmart Ohio, Inc., has an Agreement with Greater Columbia Behavioral Health for equipment purchase and software licenses since August of 1992. The ownership of 80 licenses has been transferred to the Benton and Franklin Counties Department of Human Services MIS System and requires renewal.

**SUMMARY**

**Award:** \$52,390.80  
**Period:** January 1, 2013 through December 31, 2013  
**Funding Source:** Fund 0108-101 Human Services

**RECOMMENDATION**

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

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a total Amendment amount of \$52,390.80.

**MOTION**

To approve signing an Amendment with Netsmart Ohio, Inc., 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 EXECUTION OF AN AMENDMENT FOR THE EQUIPMENT  
PURCHASE AND SOFTWARE LICENSE BETWEEN BENTON AND FRANKLIN  
COUNTIES DEPARTMENT OF HUMAN SERVICES AND NETSMART OHIO, INC.,**

**WHEREAS**, Netsmart Ohio, Inc., has had an Agreement with Greater Columbia Behavioral Health for equipment purchase and software licenses since August of 1992; and

**WHEREAS**, the ownership of 80 licenses has been transferred to the Benton and Franklin Counties Department of Human Services MIS System and requires renewal; NOW THEREFORE,

**BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment with Netsmart Ohio, Inc., and authorize the Administrator of Benton and Franklin Counties Department of Human Services to sign the Support Fees Schedule; and

**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, an Amendment for the equipment purchase and software license between Benton and Franklin Counties Department of Human Services and Netsmart Ohio, Inc., for an amount of \$52,390.80; as stated in the attached Support Fees Schedule; and

**BE IT FURTHER RESOLVED**, the term of the attached Amendment commences on January 1, 2013 and expires on December 31, 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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>11/20/2012</u>	Execute Contract	_____	Consent Agenda	<u>  x  </u>
Subject:	<u>Line item</u>	Pass Resolution	<u>  x  </u>	Public Hearing	_____
	<u>transfer</u>	Pass Ordinance	_____	1st Discussion	_____
Prepared by:	Linda Ivey	Pass Motion	_____	2nd Discussion	_____
Reviewed by:	Ed Thornbrugh	Other	_____	Other	_____

**BACKGROUND INFORMATION**

The Board approved a motion to go to “line item budgeting” effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$2,500 is needed to bring line items up to current and expected year end balances in accordance with Board policy.

**RECOMMENDATION**

Pass the Resolution and Attachment A – Line item transfer

**FISCAL IMPACT**

None- All transfers are within the Human Services Fund 0108-101.  
No supplement needed.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE HUMAN SERVICES FUND NUMBER 0108-101, DEPARTMENT 560 CONTRACT MANAGEMENT.

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: Human Services; Auditor; File

IVEY



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>11/20/2012</u>	Execute Contract _____	Consent Agenda <u>  x  </u>
Subject: <u>Line item transfer</u>	Pass Resolution <u>  x  </u>	Public Hearing _____
Prepared by: <u>Linda Ivey</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Ed Thornbrugh</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Board approved a motion to go to “line item budgeting” effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$29,000 is needed to bring line items up to current and expected year end balances in accordance with Board policy.

**RECOMMENDATION**

Pass the Resolution and Attachment A – Line item transfer

**FISCAL IMPACT**

None- All transfers are within the Human Services Fund 0108-101.

No supplement needed.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE HUMAN SERVICES FUND NUMBER 0108-101, DEPARTMENT 504 CRISIS ADMINISTRATION.

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: Human Services; Auditor; File

IVEY



**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

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

Requested meeting date: November 20, 2012  
 Presentation length: n/a  
 Presenting elected office/department: Public Defense  
 Prepared by: Eric Hsu  
 Reviewed by: Loretta Smith-Kelty

**BACKGROUND INFORMATION**

Attorneys Scott Johnson, Kevin Holt and Dan Arnold ("Attorneys") have been contracted to provide public defense services in Benton County Superior Court with various starting dates in December, 2010. In September and October, 2012, a dispute arose between Attorneys and Benton County ("County") relating the Attorneys' actions in voluntarily terminating their contracts, and then subsequently attempting to rescind the terminations. Pursuant to the dispute resolution provisions of their contracts, Attorneys requested mediation and joint mediation was held on November 5, 2012. The mediation resulted in a settlement of the dispute and the terms of the settlement are set out in the "CR 2A Mediation Agreement" that is attached to each of the proposed resolutions as "Attachment A."

**SUMMARY**

Benton County and Attorneys successfully mediated a settlement to a pending dispute related to Attorneys' Superior Court public defense contracts. Board ratification of the CR 2A Mediation Agreement that sets out the terms of the settlement is requested.

**RECOMMENDATION**

Sign proposed resolutions individually ratifying and approving the CR 2A Mediation Agreements entered into by and between Attorneys and County.

**ANTICIPATED FISCAL IMPACT**

\$20,526.27 total for all three attorneys. While attorneys Johnson and Holt will be paid the usual contract monthly compensation for the months of January and February, 2013, they will now continue to be appointed cases until the end of 2012 and even in the absence of this settlement they would have been paid for

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

one month at the end of their contracts (originally slated to be November, 2012) without receiving any appointments. This settlement agreement merely shifts that month of compensation but no case-appointments to January, 2013. Therefore the compensation for the month of February, 2013 represents the only additional compensation derived from this settlement agreement. In the case of attorney Arnold, the settlement provides him with just one additional month of compensation in the monthly amount to which he is accustomed, for the month of December, 2012.

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

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

**IN THE MATTER OF RATIFICATION OF THE MEDIATED AGREEMENT RESOLVING THE DISPUTE BETWEEN DAN ARNOLD, ATTORNEY AT LAW, AND BENTON COUNTY, RELATING TO MR. ARNOLD'S AGREEMENT TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT.**

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

**WHEREAS**, on or about December 6, 2010, via Resolution 10-767, Mr. Arnold entered into an agreement with Benton County to provide indigent defense services in Benton County Superior Court; and

**WHEREAS**, on or about October 23, 2012, because of an existing dispute related to the indigent defense agreement, Mr. Arnold tendered to Benton County a demand to mediate said dispute, pursuant to Section 31 of said agreement; and

**WHEREAS**, mediation was held on November 5, 2012 and the parties were able to come to a tentative agreement (subject only to ratification by the Benton County Board of Commissioners), detailed in the attached CR 2A Mediation Agreement ("Attachment A") that would fully resolve the pending dispute; and

**WHEREAS**, it appears that resolution of the pending dispute by way of the agreement detailed in Attachment A is in the best interests of Benton County;

**NOW THEREFORE, BE IT RESOLVED THAT** the CR 2A Mediation Agreement between Dan Arnold and Benton County, attached hereto as Attachment A, fully resolving the pending dispute related to Mr. Arnold's Benton County Superior Court indigent defense agreement, be approved and ratified, and that a final settlement agreement, consistent with this CR 2A Mediation Agreement, be presented to the Board for full execution when drafted and available.

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

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

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

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

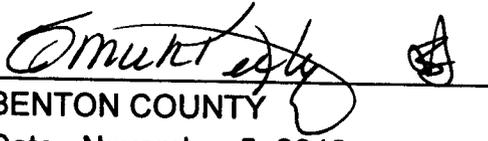
**Attest: . . . . .  
Clerk of the Board**



7. Jan Armstrong shall address and resolve any and all disputes arising out of this Agreement in the capacity as arbitrator, and whose decision shall be final, binding, and non-appealable.
8. The parties shall bear their own attorney fees and costs incurred in this matter.

  
\_\_\_\_\_  
DAN ARNOLD

Date: November 5, 2012

  
\_\_\_\_\_  
BENTON COUNTY

Date: November 5, 2012

**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"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 <sup>st</sup> discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
Requested meeting date: November 20, 2012 Presentation length: n/a Presenting elected office/department: Public Defense Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

**BACKGROUND INFORMATION**

Attorneys Scott Johnson, Kevin Holt and Dan Arnold ("Attorneys") have been contracted to provide public defense services in Benton County Superior Court with various starting dates in December, 2010. In September and October, 2012, a dispute arose between Attorneys and Benton County ("County") relating the Attorneys' actions in voluntarily terminating their contracts, and then subsequently attempting to rescind the terminations. Pursuant to the dispute resolution provisions of their contracts, Attorneys requested mediation and joint mediation was held on November 5, 2012. The mediation resulted in a settlement of the dispute and the terms of the settlement are set out in the "CR 2A Mediation Agreement" that is attached to each of the proposed resolutions as "Attachment A."

**SUMMARY**

Benton County and Attorneys successfully mediated a settlement to a pending dispute related to Attorneys' Superior Court public defense contracts. Board ratification of the CR 2A Mediation Agreement that sets out the terms of the settlement is requested.

**RECOMMENDATION**

Sign proposed resolutions individually ratifying and approving the CR 2A Mediation Agreements entered into by and between Attorneys and County.

**ANTICIPATED FISCAL IMPACT**

\$20,526.27 total for all three attorneys. While attorneys Johnson and Holt will be paid the usual contract monthly compensation for the months of January and February, 2013, they will now continue to be appointed cases until the end of 2012 and even in the absence of this settlement they would have been paid for

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

one month at the end of their contracts (originally slated to be November, 2012) without receiving any appointments. This settlement agreement merely shifts that month of compensation but no case-appointments to January, 2013. Therefore the compensation for the month of February, 2013 represents the only additional compensation derived from this settlement agreement. In the case of attorney Arnold, the settlement provides him with just one additional month of compensation in the monthly amount to which he is accustomed, for the month of December, 2012.

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

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

**IN THE MATTER OF RATIFICATION OF THE MEDIATED AGREEMENT RESOLVING THE DISPUTE BETWEEN KEVIN HOLT, ATTORNEY AT LAW, AND BENTON COUNTY, RELATING TO MR. HOLT'S AGREEMENT TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT.**

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

**WHEREAS**, on or about December 13, 2010, via Resolution 10-814, Mr. Holt entered into an agreement with Benton County to provide indigent defense services in Benton County Superior Court; and

**WHEREAS**, on or about October 24, 2012, because of an existing dispute related to the indigent defense agreement, Mr. Holt tendered to Benton County a demand to mediate said dispute, pursuant to Section 31 of said agreement; and

**WHEREAS**, mediation was held on November 5, 2012 and the parties were able to come to a tentative agreement (subject only to ratification by the Benton County Board of Commissioners), detailed in the attached CR 2A Mediation Agreement ("Attachment A") that would fully resolve the pending dispute; and

**WHEREAS**, it appears that resolution of the pending dispute by way of the agreement detailed in Attachment A is in the best interests of Benton County;

**NOW THEREFORE, BE IT RESOLVED THAT** the CR 2A Mediation Agreement between Kevin Holt and Benton County, attached hereto as Attachment A, fully resolving the pending dispute related to Mr. Holt's Benton County Superior Court indigent defense agreement, be approved and ratified, and that a final settlement agreement, consistent with this CR 2A Mediation Agreement, be presented to the Board for full execution when drafted and available.

**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**

## CR 2A MEDIATION AGREEMENT

This Agreement is intended to be a summary of the agreement reached at the mediation held on November 5, 2012, at the office's Kuffel, Hultgren, Klashke, Shea & Ellerd, LLP, Pasco, Washington. In attendance at the mediation session were the following:

On behalf of Benton County, Washington:      Loretta Smith-Kelty  
Eric Hsu  
Tim Klashke

On behalf of Kevin Holt                                      Kevin Holt

The mediator was attorney Jan Armstrong

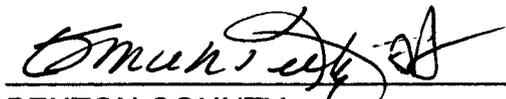
The parties have agreed as follows:

1. The Professional Services Agreement between the County and Kevin Holt ("Attorney") shall be deemed fully terminated and fully performed as of January 4, 2013. Provided that, however, all of Attorney's post-termination responsibilities under the subject professional services agreement shall continue to apply AND Attorney shall also be responsible and obligated to continue representing clients appointed to Attorney prior to said date until May 31, 2013, without receiving any additional compensation from the County except for any trial per diem compensation specified under said subject Agreement.
2. Subject to case cap terms of the Professional Services Agreement, Attorney shall continue to receive case appointments through January 4, 2013.
3. In addition to the County paying Attorney the sum of \$6,842.09 on or by December 31, 2012, which constitutes the final monthly payment owing to Attorney under the subject Agreement, the County shall pay Attorney the additional sum of \$6,842.09 on or by January 31, 2013, and the additional sum of \$6,842.09 on or by February 28, 2013.
4. The parties hereby mutually settle and fully, finally, and comprehensively release each other (and their elected officials, legal representatives, agents, employees, attorneys, and insurers) from any and all claims or issues of whatsoever nature they may have against each other arising from, or in any of way relating to, the subject Professional Services Agreement, whether arising in contract, tort, or otherwise. Provided that, however, such release shall not affect any claim that Attorney believes he may have against the County under the Washington Supreme Court case of Dolan v King County, 172 Wash.2d 299 (2011).
5. Attorney shall immediately dismiss any and all litigation pending against the County with prejudice and without fees or costs to any party.

6. Although this agreement is intended by the parties to be a fully enforceable settlement agreement pursuant to CR 2A upon such Agreement being reviewed and formally approved by the Board of Benton County Commissioners, the parties intend and contemplate that they will prepare and mutually execute more formal settlement documentation at a later date.
7. Jan Armstrong shall address and resolve any and all disputes arising out of this Agreement in the capacity as arbitrator, and whose decision shall be final, binding, and non-appealable.
8. The parties shall bear their own attorney fees and costs incurred in this matter.



KEVIN HOLT  
Date: November 5, 2012



BENTON COUNTY  
Date: November 5, 2012

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

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

Requested meeting date: November 20, 2012  
 Presentation length: n/a  
 Presenting elected office/department: Public Defense  
 Prepared by: Eric Hsu  
 Reviewed by: Loretta Smith-Kelty

**BACKGROUND INFORMATION**

Attorneys Scott Johnson, Kevin Holt and Dan Arnold ("Attorneys") have been contracted to provide public defense services in Benton County Superior Court with various starting dates in December, 2010. In September and October, 2012, a dispute arose between Attorneys and Benton County ("County") relating the Attorneys' actions in voluntarily terminating their contracts, and then subsequently attempting to rescind the terminations. Pursuant to the dispute resolution provisions of their contracts, Attorneys requested mediation and joint mediation was held on November 5, 2012. The mediation resulted in a settlement of the dispute and the terms of the settlement are set out in the "CR 2A Mediation Agreement" that is attached to each of the proposed resolutions as "Attachment A."

**SUMMARY**

Benton County and Attorneys successfully mediated a settlement to a pending dispute related to Attorneys' Superior Court public defense contracts. Board ratification of the CR 2A Mediation Agreement that sets out the terms of the settlement is requested.

**RECOMMENDATION**

Sign proposed resolutions individually ratifying and approving the CR 2A Mediation Agreements entered into by and between Attorneys and County.

**ANTICIPATED FISCAL IMPACT**

\$20,526.27 total for all three attorneys. While attorneys Johnson and Holt will be paid the usual contract monthly compensation for the months of January and February, 2013, they will now continue to be appointed cases until the end of 2012 and even in the absence of this settlement they would have been paid for

**BENTON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

***Agenda Request Summary***

one month at the end of their contracts (originally slated to be November, 2012) without receiving any appointments. This settlement agreement merely shifts that month of compensation but no case-appointments to January, 2013. Therefore the compensation for the month of February, 2013 represents the only additional compensation derived from this settlement agreement. In the case of attorney Arnold, the settlement provides him with just one additional month of compensation in the monthly amount to which he is accustomed, for the month of December, 2012.

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

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

**IN THE MATTER OF RATIFICATION OF THE MEDIATED AGREEMENT RESOLVING THE DISPUTE BETWEEN SCOTT JOHNSON, ATTORNEY AT LAW, AND BENTON COUNTY, RELATING TO MR. JOHNSON’S AGREEMENT TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT.**

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

**WHEREAS**, on or about December 6, 2010, via Resolution 10-766, Mr. Johnson entered into an agreement with Benton County to provide indigent defense services in Benton County Superior Court; and

**WHEREAS**, on or about October 3, 2012, because of an existing dispute related to the indigent defense agreement, Mr. Johnson tendered to Benton County a demand to mediate said dispute, pursuant to Section 31 of said agreement; and

**WHEREAS**, mediation was held on November 5, 2012 and the parties were able to come to a tentative agreement (subject only to ratification by the Benton County Board of Commissioners), detailed in the attached CR 2A Mediation Agreement (“Attachment A”) that would fully resolve the pending dispute; and

**WHEREAS**, it appears that resolution of the pending dispute by way of the agreement detailed in Attachment A is in the best interests of Benton County;

**NOW THEREFORE, BE IT RESOLVED THAT** the CR 2A Mediation Agreement between Scott Johnson and Benton County, attached hereto as Attachment A, fully resolving the pending dispute related to Mr. Johnson’s Benton County Superior Court indigent defense agreement, be approved and ratified, and that a final settlement agreement, consistent with this CR 2A Mediation Agreement, be presented to the Board for full execution when drafted and available.

**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**

## CR 2A MEDIATION AGREEMENT

This Agreement is intended to be a summary of the agreement reached at the mediation held on November 5, 2012, at the office's Kuffel, Hultgrenn, Klashke, Shea & Ellerd, LLP, Pasco, Washington. In attendance at the mediation session were the following:

On behalf of Benton County, Washington:      Loretta Smith-Kelty  
Eric Hsu  
Tim Klashke

On behalf of Scott Johnson                              Scott Johnson

The mediator was attorney Jan Armstrong

The parties have agreed as follows:

1. The Professional Services Agreement between the County and Scott Johnson ("Attorney") shall be deemed fully terminated and fully performed as of January 4, 2013. Provided that, however, all of Attorney's post-termination responsibilities under the subject professional services agreement shall continue to apply AND Attorney shall also be responsible and obligated to continue representing clients appointed to Attorney prior to said date until May 31, 2013, without receiving any additional compensation from the County except for any trial per diem compensation specified under said subject Agreement.
2. Subject to case cap terms of the Professional Services Agreement, Attorney shall continue to receive case appointments through January 4, 2013.
3. In addition to the County paying Attorney the sum of \$6,842.09 on or by December 31, 2012, which constitutes the final monthly payment owing to Attorney under the subject Agreement, the County shall pay Attorney the additional sum of \$6,842.09 on or by January 31, 2013, and the additional sum of \$6,842.09 on or by February 28, 2013.
4. The parties hereby mutually settle and fully, finally, and comprehensively release each other (and their elected officials, legal representatives, agents, employees, attorneys, and insurers) from any and all claims or issues of whatsoever nature they may have against each other arising from, or in any of way relating to, the subject Professional Services Agreement, whether arising in contract, tort, or otherwise. Provided that, however, such release shall not affect any claim that Attorney believes he may have against the County under the Washington Supreme Court case of Dolan v King County, 172 Wash.2d 299 (2011).
5. Attorney shall immediately dismiss any and all litigation pending against the County with prejudice and without fees or costs to any party.

6. Although this agreement is intended by the parties to be a fully enforceable settlement agreement pursuant to CR 2A upon such Agreement being reviewed and formally approved by the Board of Benton County Commissioners, the parties intend and contemplate that they will prepare and mutually execute more formal settlement documentation at a later date.
7. Jan Armstrong shall address and resolve any and all disputes arising out of this Agreement in the capacity as arbitrator, and whose decision shall be final, binding, and non-appealable.
8. The parties shall bear their own attorney fees and costs incurred in this matter.

  
\_\_\_\_\_  
SCOTT JOHNSON  
Date: November 5, 2012

   
\_\_\_\_\_  
BENTON COUNTY  
Date: November 5, 2012

**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"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 <sup>st</sup> discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
<p>Requested meeting date: November 20, 2012            Presentation length:            Presenting elected office/department: OPD            Prepared by: Eric Hsu            Reviewed by: Loretta Smith-Kelty</p>	

**BACKGROUND INFORMATION**

Benton County is eligible for grant funding to fund public defense operations. The grant funding comes from the Washington State Office of Public Defense and, for 2013, is anticipated to be \$171,316. A requirement of the grant is the execution of the presented interlocal agreement. A review of the agreement shows that the Benton & Franklin Counties Office of Public Defense is currently in compliance with the agreement and is anticipated to continue to be in compliance for the foreseeable future.

**SUMMARY**

Request execution of interlocal agreement with State OPD in order to utilize grant funding from that agency.

**RECOMMENDATION**

Approve resolution executing agreement with State OPD in order to utilize grant funding approved for Benton County by State OPD.

**ANTICIPATED FISCAL IMPACT**

Execution of this agreement will enable Benton County to utilize \$171,316 in grant funding from State OPD to fund public defense operations.

# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE OFFICE OF PUBLIC DEFENSE FOR USE OF GRANT FUNDING.

WHEREAS, Benton County is eligible to receive grant funding from the State Office of Public Defense to be used in calendar year 2013; and

WHEREAS, Benton County has received an interlocal agreement that must be signed in order to receive and use such funding; and

WHEREAS, the operations of the Office of Public Defense currently comply with the interlocal agreement as presented, and will continue to comply into the foreseeable future; and

WHEREAS, it appears to be in the best interests of Benton County to execute the presented interlocal agreement and therefore be able to take advantage of the grant funding;

NOW THEREFORE, BE IT RESOLVED THAT the interlocal agreement with the Washington State Office of Public Defense, identified as ICA 13207, for the period of January 1, 2013 through December 31, 2013, in the amount of \$171,316, be executed as presented, and that the Chairman of the Board be authorized to execute the said agreement on behalf of the entire Board.

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

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<b>1. Recipient –RCW 10.101.070 Funds</b> Benton County 620 Market Street Prosser, WA 99350	<b>2. Recipient Representative</b> Eric Hsu Indigent Defense Coordinator 7122 West Okanogan Place, Building A Kennewick, WA 99336
<b>3. Office of Public Defense (OPD)</b> 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	<b>4. OPD Representative</b> Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
<b>5. Distribution Amount</b> \$171,316	<b>6. Use Period</b> January 1, 2013 through December 31, 2013
<b>7. Purpose</b> Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.	
The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2013 and end December 31, 2013. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
<b>FOR THE RECIPIENT</b>  <hr/> Name, Title  <hr/> Date	<b>FOR OPD</b>  <hr/> Joanne I. Moore, Director  <hr/> Date

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

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

Requested meeting date: November 20, 2012  
Presentation length: n/a  
Presenting elected office/department: OPD  
Prepared by: Eric Hsu/Denise Gerry  
Reviewed by: Loretta Smith-Kelty

**BACKGROUND INFORMATION**

The Benton County Board of Commissioners has passed a resolution requiring "line-item budgeting" for the rest of the 2011-2012 biennium, effective November 1, 2012. A number of the line items in the OPD budget need to readjusted in order to compensate for various anticipated year-end surpluses/deficits within these individual line items in order to comply with the line-item budgeting requirement. Furthermore, an additional Staff Attorney has been hired (with an effective date of November 19, 2012) and a line item created to compensate him must be funded for the remainder of the year. The proposed line-item transfer accomplishes these transfers and places the OPD budget on track to be able to finish the remainder of the 2011-2012 biennium within line-item budgeting parameters.

**SUMMARY**

Line item transfers within OPD budget are proposed to comply with line-item budgeting requirements and the needs of a new Staff Attorney position effective November 1, 2012.

**RECOMMENDATION**

Approve presented line item transfers.

**ANTICIPATED FISCAL IMPACT**

None. Proposed line item transfers are from and to line items within the current OPD appropriated budget.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE  
CURRENT EXPENSE FUND NUMBER 0000101, OFFICE OF PUBLIC DEFENSE  
DEPARTMENT 136

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

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

\_\_\_\_\_  
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, OPD

D Gerry

# BENTON COUNTY LINE ITEM TRANSFER

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

TRANSFER FROM: Dept 000				TRANSFER TO: Dept 000			
BASE SUB	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.814	1905	Temporary Help	\$1,867	512.814	2102	Social Security (FICA)	\$297
512.814	2104	Retirement	\$3,816	512.814	2103	Medical Insurance	\$817
512.818	1566	Public Defense Attorney I	\$40,958	512.818	1565	Public Defense Attorney I	\$1,202
512.818	2102	Social Security (FICA)	\$3,028	512.818	3101	Office Supplies	\$475
812.818	2103	Medical Insurance	\$9,866	512.818	4101	Legal Services	\$238,757
512.818	2104	Retirement	\$6,039	512.818	4201	Postage	\$108
512.819	4103	Professional Services	\$57,703	512.818	4301	Travel	\$250
512.819	4163	S Ct Indigent Defense	\$161,505	512.818	4503	Rentals - Office Equipment	\$2,008
				512.819	1928	Public Defense Attorney II	\$10,204
				512.819	2102	Social Security (FICA)	\$800
				512.819	2103	Medical Insurance	\$2,400
				512.819	2104	Retirement	\$740
				512.819	4959	SVP Defense	\$26,724
<b>TOTAL</b>			<b>\$284,782</b>	<b>TOTAL</b>			<b>\$284,782</b>

**Explanation:**  
 Line Item Budgeting transfer. New Position Line Item transfer with an effective date of November 1, 2012.

Prepared by: Denise Gerry      Date: 13-Nov-2012

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

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

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

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

Requested meeting date: **November 20, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Attorney Michelle Trombley ("Attorney") presently holds a public defense contract in Benton County District Court, via Resolution 2012-213. The contract provides the attorney the ability to terminate the contract without cause with 90 days written notice. Benton County has received written notice of Attorney's desire to terminate her contract with a notice date of October 30, 2012 with a final termination date of January 30, 2012.

**SUMMARY**

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

**RECOMMENDATION**

Approve resolution.

**ANTICIPATED FISCAL IMPACT**

No fiscal impact anticipated beyond budgeted funds.

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

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

**IN THE MATTER OF TERMINATING THE DISTRICT COURT PUBLIC DEFENSE  
CONFLICT AND OVERFLOW CONTRACT WITH ATTORNEY MICHELLE TROMBLEY**

**WHEREAS**, attorney Michelle Trombley (“Attorney”) presently holds a public defense contract in Benton County District Court, via Resolution 2012-213, that provides her with the ability to terminate it without cause with 90 days’ written notice; and

**WHEREAS**, Benton County has received written notice of Attorney’s desire to terminate her contract with a notice date of October 30, 2012 and a final termination date of January 30, 2013; and

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

**NOW THEREFORE, BE IT RESOLVED THAT** the District Court contract and any amendments for this contract with attorney Michelle Trombley, designated as BCDC1213001L, be terminated effective January 30, 2013.

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

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

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

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

**Attest: . . . . .**  
**Clerk of the Board**

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

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

Requested meeting date: **May 1, 2012**  
Presentation length:  
Presenting elected office/department: **OPD**  
Prepared by: **Eric Hsu**  
Reviewed by: **Loretta Smith-Kelty**

**BACKGROUND INFORMATION**

Benton County presently contracts with Charter College, LLC to provide paralegal internships at no cost to the County to work with the Office of Public Defense pursuant to Resolution 2012-241. Because of the nature of the work Charter College, LLC provides, the Benton County Risk Manager has approved the elimination of the Professional Liability insurance requirement from the agreement that would have otherwise required Charter College LLC to furnish professional liability insurance for each of their interns.

**SUMMARY**

The Benton County Risk Manager has approved the elimination of the Professional Liability insurance requirement from the agreement because of the nature of the work Charter College, LLC provides to the Office of Public Defense.

**RECOMMENDATION**

Approve resolution. Execute Contract.

**ANTICIPATED FISCAL IMPACT**

No fiscal impact. No supplement needed or to be requested.

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

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

**IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH CHARTER COLLEGE, LLC TO REMOVE THE PROFESSIONAL LIABILITY INSURANCE REQUIREMENT.**

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

**WHEREAS**, Benton County presently contracts with Charter College, LLC to provide paralegal internships at no cost to the County to work with the Office of Public Defense pursuant to Resolution 2012-241; and

**WHEREAS**, because of the nature of the work Charter College, LLC provides, the Benton County Risk Manager has approved the elimination of the Professional Liability insurance requirement from the agreement that would have otherwise required Charter College LLC to furnish professional liability insurance for each of their interns; and

**NOW THEREFORE, BE IT RESOLVED THAT** the proposed contract amendment, that eliminates the professional liability insurance requirement in the professional services agreement with Charter College, LLC be executed as presented.

**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  
WITH CHARTER COLLEGE, LLC TO PROVIDE FOR PARALEGAL  
INTERNSHIPS WITH THE BENTON COUNTY OFFICE OF PUBLIC DEFENSE  
AT NO COST TO BENTON COUNTY.**

**THIS AGREEMENT** previously entered into by and between **CHARTER COLLEGE, LLC** and **BENTON COUNTY** a State of Washington political subdivision ("County") is hereby amended as follows:

**Paragraph A - Responsibilities of the College, No. 4** - The phrase "furnish professional liability" shall be deleted.

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.

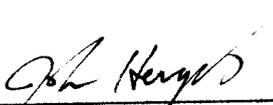
**In witness whereof**, the parties hereto have entered into and executed this Agreement on the date set forth below.

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

Date: 10-25-2012

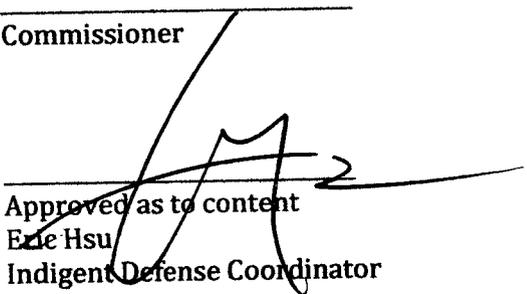
BENTON COUNTY

\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Charter College, LLC

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Approved as to content  
Eric Hsu  
Indigent Defense Coordinator

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

x. Agreement w/J Johnson for District Court  
 Indigent Defense Services

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 <sup>st</sup> discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
Requested meeting date: <b>November 6, 2012</b> Presentation length: Presenting elected office/department: <b>OPD</b> Prepared by: <b>Eric Hsu</b> Reviewed by: <b>Loretta Smith-Kelty</b>	

**BACKGROUND INFORMATION**

Anticipated total appointment caseloads in Benton County District Court for 2012 and future years is beyond the cumulative capacity of existing “monthly compensation” contractors. As such, it is necessary to either procure additional monthly compensation contracts or contract with attorneys to provide services on a “per case” basis. The latter was chosen for its flexibility and cost effectiveness. Attorney Jennifer Johnson is qualified, available and willing to provide representation on a “per case” basis.

**SUMMARY**

The presented contract is for public defense services in Benton County District Court on a “per case” basis, with attorney Jennifer Johnson. This is necessary to meet the caseload needs for the year 2012 and beyond.

**RECOMMENDATION**

Request execution of contract for public defense services with attorney Jennifer Johnson for “per case” public defense representation in Benton County District Court.

**ANTICIPATED FISCAL IMPACT**

No fiscal impact anticipated beyond budgeted funds.

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

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

**IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY JENNIFER JOHNSON TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT ON CONFLICT AND OVERFLOW CASES**

**WHEREAS**, per Benton County resolution 2012-508, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County 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 is obligated by law to provide indigent defense services in Benton County District Court; and

**WHEREAS**, the number of contract indigent defense attorneys in Benton County is, by design, one less than would be necessary to cover the anticipated caseload in 2012; and

**WHEREAS**, the purpose for this contract staffing strategy is to ensure that all attorneys reach their contractual caps and to provide for the ability to better fine-tune caseloads; and

**WHEREAS**, attorney Jennifer Johnson is ready, willing and qualified to provide indigent defense services on some of these anticipated overage cases as well as any conflict cases that may arise; and

**NOW THEREFORE, BE IT RESOLVED THAT** the proposed professional services agreement, designated BCDC1214JLJ001L with attorney Jennifer Johnson whereby she will be available to provide indigent defense services in Benton County District Court on a per-case, as-needed basis (with no minimum periodic compensation), at the rate of \$164 per case plus trial per diems and other expenses as applicable, as set forth in section 12 of the presented agreement, for a maximum of 250 cases per year. **BE IT FURTHER RESOLVED** that the presented agreement commence effective October 22, 2012 and expire on December 31, 2012, as set forth in the agreement.

**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**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL  
REPRESENTATION TO INDIGENT PERSONS IN  
BENTON COUNTY DISTRICT COURT  
CONTRACT # BCDC1214JLJ001L**

THIS AGREEMENT is entered into by and between **Jennifer Lee Johnson**, attorney at law, dba **Delorie Johnson, PLLC**, Washington State Bar Association #39430 ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

**THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING  
FACTS AND CIRCUMSTANCES:**

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **October 22, 2012**, and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1030 N Center Parkway, Suite 210, Kennewick, WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 539-7631** and **(509) 222-2223** respectively; and Attorney's current office/work e-mail address is **Jenny@deloriejohnson.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s)

**RESOLUTION**

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

IN THE MATTER OF COUNTY ROADS, RE: SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE CREATION OF A COUNTY ROAD IMPROVEMENT DISTRICT FOR MAKING CERTAIN IMPROVEMENTS WITHIN THAT DISTRICT PURSUANT TO PROPERTY OWNERS' PETITION THEREFORE, AND PROVIDING FOR THE PUBLICATION AND MAILING TO PROPERTY OWNERS NOTICE OF THAT HEARING.

WHEREAS, RCW 36.88.050 provides for the initiation of road improvement districts by the petition method; and

WHEREAS, a petition was submitted to the Board of County Commissioners (the "Board") of Benton County, Washington (the "County") to form a county road improvement district ("CRID") for the purpose of acquiring right of way within the boundaries of the proposed CRID, to construct 4 roads consisting of:

- 1) MT. ADAMS VIEW DRIVE from the existing end of asphalt easterly to Artemus Ridge Avenue;
- 2) 38<sup>th</sup> AVENUE from the Southerly West Richland City Limits northerly to the West Richland City Limits;
- 3) ARTEMUS RIDGE AVENUE from Mt. Adams View Drive to Atlas Street Northerly;
- 4) ATLAS STREET from Artemus Ridge Avenue West to Artemus Ridge Avenue (includes a hammerhead turn around on West end);

All as allowed by RCW 36.88.010; and

WHEREAS, the petition was forwarded by the Clerk of the Board to the Department of Public Works Manager of Benton County for investigation and confirmation of sufficiency of the petition; and

WHEREAS, the Benton County Engineer determined that the petition had been signed by the owners, according to the records of the Benton County Auditor and the Benton County Assessor, of a majority of the front footage upon the improvement to be made and of the area within the proposed CRID; and

WHEREAS, the Board finds that said petition is sufficient and that the property within the proposed CRID is sufficiently developed; and

WHEREAS, the Board must set a date and time for the holding of a public hearing on that petition to consider formation of CRID; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON, as follows:

Section 1. It is the intention of the Board to consider the improvement of:

- 1) MT. ADAMS VIEW DRIVE from the existing end of asphalt easterly to Artemus Ridge Avenue;
- 2) 38<sup>th</sup> AVENUE from the Southerly West Richland City Limits northerly to the West Richland City Limits;
- 3) ARTEMUS RIDGE AVENUE from Mt. Adams View Drive to Atlas Street Northerly;
- 4) ATLAS STREET from Artemus Ridge Avenue West to Artemus Ridge Avenue (includes a hammerhead turn around on West end);

All lying within the boundaries of the proposed CRID, by making all improvements necessary to meet County Road standards, all in accordance with County construction standards.

Section 2. The estimated cost and expense of the improvements (including those described in RCW 36.88.300) are declared to be approximately \$2,081,160; and it is the intention of the Board that this cost shall be borne by and assessed against the property included in the CRID herein proposed to be established.

Section 3. The proposed CRID shall be known and designated as County Road Improvement District No. 23, and shall have the boundaries as described on Exhibit "A" attached hereto and by this reference incorporated herein.

Section 4. All persons who may desire to object to the construction of the improvements or the formation of the proposed CRID are notified to appear and present all objections at a meeting of the Board to be held at the Commissioners' meeting room in the Benton County Courthouse, 620 Market Street in Prosser, Washington at 9:00 a.m., local time, on December 18, 2012, which time and place are fixed for the hearing of matters relating to such proposed improvements and all objections thereto.

Section 5. The Manager of the Department of Public Works is directed to submit to the Board at, or prior to, the date fixed for such hearing, a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specifically benefited thereby, and the estimated amount of the cost and expense of such improvements to be borne by each lot, tract or parcel of land or other property, and also designating thereon all property which is being purchased under contract from the County.

Section 6. The Clerk of the Board is authorized and directed to give notice of the adoption of this resolution of intention to each owner or reputed owner of any lot, tract or parcel of land or other property within the proposed CRID by mailing the notice to the owner

or reputed owner of the property as shown on the tax rolls of the Benton County Treasurer at the address shown thereon at least 15 days prior to the December 18, 2012, public hearing, as required by law, which notice shall further state the fact that the property owners may withdraw their names from the petition or add their names thereto at any time prior to 5:00 p.m., local time, of the Monday before the hearing. Any property owner requesting to be added to or withdrawn from the formation petition shall provide the County with (i) a signed, notarized statement of such intent if the request is made by mail, and (ii) picture identification if the request is made in person. Such requests must be addressed (if made by mail) or directed (if made in person) to Steve Becken, Benton County Public Works, 620 Market Street, P.O. Box 1001, Prosser, Washington 99350.

Section 7. This resolution of intention also shall be published in at least two consecutive issues of a newspaper of general circulation in the County, the date of the first publication to be at least 15 days prior to the date fixed for hearing.

ADOPTED by the Board of County Commissioners of Benton County, Washington, at a regular open public meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
Clerk, Board of County Commissioners

Orig.: Public Works

Steven W. Becken/ Sue Schuetze

EXHIBIT "A"

The following parcels are all found in Section 8, Township 9 North, Range 28 East, W.M.:

Lot 1 and Lot 2 of Short Plat 1910, Records of Benton County filed under Volume 1 of Short Plats, Page 1910, Auditor Fee #87-14136; and

The following lots located in Willamette Heights Section 8, Created by Land Patent of the United States Department of the Interior, Bureau of Land Management on September 8, 1954:

32; 34-43; 56-75; 88-107; 121-138; 152-167; 169; 171; 184; 186; 188-191 and 201-203

EXCEPT existing Benton County road right of way, or City of West Richland road right of way.

# RESOLUTION

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

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING PAYMENT TO INLAND ASPHALT, INC. FOR THE PURCHASE OF ASPHALT FOR THE OVERLAY OF HARRINGTON ROAD LOCATED NEAR WEST RICHLAND**

**WHEREAS**, Benton County Public Works Department solicited proposals from the Benton County vendor’s list to obtain proposals for asphalt materials for 2012; and

**WHEREAS**, the following proposals were received:

- A&B Asphalt, Inc., Benton City, WA – see attached proposal
- Inland Asphalt Company, Richland, WA – see attached proposal
- Granite Construction Company, Pasco, WA – see attached proposal

**WHEREAS**, the need to put an asphalt overlay on Harrington Road was necessary due to wear and tear and safety concerns on a high traffic road; and

**WHEREAS**, the asphalt for this project was purchased from Inland Asphalt Company, Richland WA based from the 2012 proposal, as this plant was the closest asphalt company to this project; and

**WHEREAS**, the Benton County Public Works Manager is requesting authorization to pay Inland Asphalt Company in the amount of \$67,209.60 for the asphalt purchased for the overlay of Harrington Road, **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the payment to Inland Asphalt Company for the asphalt material needed for the overlay of Harrington Road in the amount of \$67,209.60 including W.S.S.T.

Dated this 20th day of November 2012.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Orig.: Public Works  
cc: Auditor

L. Moser

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b> November 20, 2012 <b>Subject:</b> Line item transfers <b>Prepared by:</b> A. Coverdell <b>Reviewed by:</b>	<b>Execute Contract</b> _____ <b>Pass Resolution</b> _____ <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	_____ <u>  X  </u> _____ _____ _____	<b>Consent Agenda</b> _____ <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	<u>  X  </u> _____ _____ _____ _____

**BACKGROUND INFORMATION/ SUMMARY**

The Board approved a motion for “line item budgeting” effective November 1, 2012. A line item transfer is needed to bring line items current in accordance with Board policy.

**RECOMMENDATION**

Approve resolution authorizing the line item transfer

**FISCAL IMPACT**

Fund – Current Expense, Department 120 and;  
 Fund – Current Expense, Department 121  
 No supplement needed

**MOTION**

Consent agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 121.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File, LSK

A. Coverdell

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.932	3501	Small Item-Equipment	1,193.00	521.932	3106	Operating Supplies	1,193.00
TOTAL			\$1,193	TOTAL			\$1,193

Explanation:

To reallocate budget for Buffer Zone Protection Project grant expenditures to allow for proper classification and comply with BOCC directed line item budgeting.

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	<u>  x  </u>	Consent Agenda	<u>  x  </u>
Subject:	Sign & Wonders Inc. (Fastsigns) Contract	Pass Resolution	<u>  x  </u>	Public Hearing	_____
Prepared by:	<u>Lt. White</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>J.Thompson</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Per Resolution 2012-508 "...the County need not advertise or follow a formal competitive bidding procedure for professional service contracts, but rather the County 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". The Benton County Sheriff's Office currently has a Personal Service Contract (Resolution # 11-039) with Sign & Wonders Inc. (Fastsigns) to provide custom vehicle decals, signs, and banners.

**SUMMARY**

**CONTRACT APPROVED TO FORM BY:**

Ryan Lukson, DPA

**RECOMMENDATION**

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

**FISCAL IMPACT**

The amount not to exceed shall remain at \$40,000, including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AWARDING THE PERSONAL SERVICES CONTRACT TO SIGN & WONDERS INC. DOING BUSINESS AS FASTSIGNS FOR CUSTOM VEHICLE DECALS, SIGNS, AND BANNERS FOR THE SHERIFF'S DEPARTMENT**

**WHEREAS**, per the Benton County Procure, Lease, and Contract Policy adopted by Resolution 2012-508, "...the County need not advertise or follow a formal competitive bidding procedure for professional service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, the Sheriff's Department currently has a Personal Services Contract via Resolution 11-039 with Sign & Wonders Inc. (Fastsigns) for custom vehicle decals, signs, and banners; and

**WHEREAS**, the Sheriff's Department is pleased with the services provided by Sign & Wonders Inc. and recommends entering into another Personal Services Contract for 2013 and 2014; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Benton County Sheriff's Department recommendation and hereby awards the Personal Service Contract to Sign & Wonders Inc., doing business as Fastsigns, in the amount not to exceed \$40,000.00 including WSST; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman to sign the attached Personal Services Contract; and

**BE IT FURTHER RESOLVED** the term of the attached Personal Services Contract commences January 1, 2013 and expires 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, Fastsigns

Prepared by: B. White

**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 Sign & Wonders Inc., a corporation authorized to do business in the State of Washington, doing business as Fast Signs, with its principal offices at 1409 N. Pittsburg St. Ste. A, 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 the following documents:

- a. Terms and Conditions (this document).

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2013 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. Provide custom graphics for vehicle decals, signs and banners on an as-needed basis.
- 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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/2012	Execute Contract	<u>  x  </u>	Consent Agenda	<u>  x  </u>
Subject:	Day Wireless Contract	Pass Resolution	<u>  x  </u>	Public Hearing	_____
Prepared by:	<u>Lt. White</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>J. Thompson</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Per Resolution 2012-508 the parties entered into a Personal Service Contract (resolution 11-038) to provide services to electronic items installed in vehicles and hand held devices such as radios carried by deputies and corrections officers of the Benton County Sheriff's Office.

**SUMMARY**

**CONTRACT APPROVED TO FORM BY:**

Ryan Lukson, DPA

**RECOMMENDATION**

The parties wish to enter into a new Personal Service Contract beginning January 1, 2013 through December 31, 2014.

**FISCAL IMPACT**

The amount not to exceed shall remain at \$277,000.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO WASHINGTON COMMUNICATIONS LLC, DOING BUSINESS AS DAY WIRELESS SYSTEMS, FOR SERVICES AND SUPPORT TO COUNTY COMMUNICATION AND PUBLIC SAFETY SYSTEMS

**WHEREAS**, per the Benton County Procurement, Lease, and Contract Policy adopted by Resolution 2012-508, "...the County need not advertise or follow a formal competitive bidding procedure for personal or professional service contract, but rather the County 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**, Washington Communications LLC, doing business as Day Wireless Systems, provides services to electronic items installed in vehicles and hand held devices such as radios to several local law enforcement agencies; and

**WHEREAS**, Benton County Sheriff's Office solicited a quote from Washington Communications LLC; and

\$690.42/per month Jail Portable Maintenance Agreement  
\$90.00/hour for vehicle work and field travel time  
\$90.00/hour for all other technical service work  
\$120.00/hour Senior Tech  
\$150.00/hour for engineering design work  
All products and supplies quoted as required; and

**WHEREAS**, Benton County Sheriff's Office has utilized Washington Communications LLC for many years to perform installation and maintenance of electronic equipment in vehicles as well as the hand held equipment carried by our deputies and corrections officers and hereby recommends the Board of Benton County Commissioners enter into an agreement with Washington Communications LLC for services and support to County communication and public safety systems; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Washington Communications LLC at the above rates with a total amount not to exceed \$277,000; 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 January 1, 2013 and expires on December 31, 2014.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**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 Washington Communications LLC, a limited liability company authorized to do business in the State of Washington, doing business as Day Wireless Systems with its principal offices at 2608 W. Sylvester, Pasco, WA, (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, (this document)
- b. Exhibit A, (85 Jail Portable Radio serial numbers).

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2013 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. The provision of services and equipment in support of COUNTY's communication and public safety systems; to include radios and radio parts & peripherals (for mobile radios, patrol portable radios, and for jail portable radios detailed in Exhibit A), emergency equipment, and other parts necessary for the outfitting & equipping of COUNTY vehicles, boats, and aircraft.
- b. CONTRACTOR further agrees to provide ongoing maintenance, for the equipment described in section 3a, which shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage. The equipment will be maintained by the CONTRACTOR in accordance with these standards:
  1. Motorola parts of equal quality will be used.
  2. Oil, water, dust and foreign substances will be removed from the equipment.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	<u>  x  </u>	Consent Agenda	<u>  X  </u>
Subject:	Amendment to KEEFE Group LLC Contract	Pass Resolution	<u>  x  </u>	Public Hearing	<u>      </u>
Prepared by:	J. Thompson	Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
Reviewed by:	<i>S. KEANE</i>	Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
		Other	<u>      </u>	Other	<u>      </u>

**BACKGROUND INFORMATION**

Resolutions 05-747 and 06-35, Benton County Jail has had a contract with Keefe Supply Company, for the purchase of pre-packaged inmate commissary goods to the Benton County Jail.

Resolution 08-1004 dated December 8 2008, the Benton County Jail stopped purchasing pre-packaged commissary goods from Keefe Supply Store and began purchasing bulk commissary goods from Keefe Commissary Network LLC. Resolution 11-751 extended the bulk purchasing agreement with Keefe Commissary Network, LLC.

Resolutions 08-1004 and 11-751 were rescinded per resolution 2012-234 and resolution 2012-235, awarded an agreement to Keefe Group, LLC which at the time was thought to be the company name that encompassed all of the companies under the Keefe umbrella.

During the contract compliance process, it was discovered that Keefe Group, LLC was not an operating company and that in fact. the contract needed to be awarded to Centric Group, LLC D.B.A. Keefe Supply Company and Keefe Commissary Network, LLC.

**SUMMARY**

Per Resolutions 05-747 and 06-35, the Benton County Jail has had a contract with Keefe Supply Company, for the purchase of pre-packaged inmate commissary goods to the Benton County Jail. On December 8, 2008 and per Resolution 08-1004, the Benton County Jail stopped purchasing pre-packaged commissary goods from Keefe Supply Store and began purchasing bulk commissary goods from Keefe Commissary Network LLC.

**CONTRACT APPROVED TO FROM BY**

Ryan Brown, Chief Civil DPA

**RECOMMENDATION**

Authorize the Chairman of the Board to sign the attached amendment to the personal service contract which assigns Keefe Group, LLC interest in the contract to Centric Group, LLC D.B.A. Keefe Supply Company and Keefe Commissary Network, LLC.

**FISCAL IMPACT**

No additional fiscal impact / no supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AMENDING KEEFE GROUP LLC A PERSONAL SERVICE CONTRACT FOR FURNISHING INMATE COMMISSARY GOODS TO THE BENTON COUNTY JAIL LOCATED IN KENNEWICK, WA**

**WHEREAS**, per resolution 2012 508, "...that for all 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**, per resolution 2012-235, awarded an agreement to Keefe Group, LLC which at the time was thought to be the company name that encompassed all of the companies under the Keefe umbrella; and

**WHEREAS**, during the contract compliance process in regards to insurance requirements, it was discovered that Keefe Group, LLC was not an operating company in Washington State; and

**WHEREAS**, there is a need to amend the contract to assign Keefe Group, LLC interest in the contract to Centric Group, LLC, D.B.A. Keefe Supply Company and Keefe Commissary Network, LLC; **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 authorizes the Chairman to sign the attached contract amendment; and

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

## **Assignment and First Amendment to Contract**

This assignment and amendment (“the Amendment”) is made to the Personal Services Contract (“the Agreement”) dated April 24, 2012 between BENTON COUNTY, a political subdivision of the State of Washington, and KEEFE GROUP, L.L.C., a Missouri limited liability company. Keefe Group, L.L.C., hereby assigns its interest in this Agreement, as amended, to Centric Group, L.L.C, D/B/A Keefe Supply Company, a Delaware limited liability company, and to Keefe Commissary Network, L.L.C., a Missouri limited liability company, and said entities hereby accept such assignment.

The parties agree that the assigned Agreement is amended as follows:

*The introductory paragraph is replaced in its entirety by the following:*

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 referred to as the “COUNTY”), and CENTRIC GROUP, L.L.C. D/B/A KEEFE SUPPLY COMPANY, a Delaware limited liability company, with its principal office at 10880 Linpage Place, St. Louis, MO 63132 and KEEFE COMMISSARY NETWORK, L.L.C., a Missouri limited liability company, with its principal office at 10880 Linpage Place, St. Louis, MO 63132, (hereinafter referred to as “CONTRACTORS” unless otherwise noted).

*The term “CONTRACTORS” shall replace the term “CONTRACTOR” throughout the Agreement, unless otherwise noted.*

*Section 3 titled “SERVICES PROVIDED” shall be amended in its entirety by the following:*

### 3. SERVICE PROVIDED

CENTRIC GROUP, L.L.C. D/B/A KEEFE SUPPLY COMPANY shall perform the following services:

a. Fulfill orders placed by COUNTY for commissary goods available through CENTRIC GROUP, L.L.C. D/B/A KEEFE SUPPLY COMPANY’s published catalog case price 1-99 per section 26. Orders shall be fulfilled within 72 hours.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>11/20/12</u>	Execute Contract	_____	Consent Agenda	<u>X</u> _____
Subject:	Authorization to pay Toilet Paper Purchase for Jail	Pass Resolution	<u>X</u> _____	Public Hearing	_____
Prepared by:	Cpl. Coulson	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>J. Thompson</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION/SUMMARY**

Per resolution 12-508, section 2.2.2 Purchases or Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC."

The Benton County Sheriff's Office solicited the following companies from the Benton County vendor's list to provide a quote for toilet paper; and

Columbia Basin Paper & Supply, Pasco, WA (\$10,977.29 including W.S.S.T.)

A Complete Janitorial Supply, Pasco, WA (\$11,185.22 including W.S.S.T.)

Crown Paper and Janitorial Supply, Inc. Walla Walla, WA (\$11,614.09 and W.S.S.T.)

After evaluating the quotes it was determined that Columbia Basin Paper & Supply has the lowest price for the four hundred (400) cases of toilet paper. The Jail Commander reviewed the quotes for completeness and recommended the purchase of four hundred (400) cases of toilet paper from Columbia Basin Paper & Supply, Pasco, WA.

The toilet paper was inadvertently ordered during the training of a newly assigned purchasing "agent" before the proper authorization for the purchase was approved by the BOCC.

**RECOMMENDATION**

Authorize the payment for the previous purchase of four hundred (400) cases of toilet paper from Columbia Basin Paper & Supply, Pasco, WA in the amount of \$10,977.29 including W.S.S.T. with the total amount payable not to exceed \$11,100.00 including shipping and W.S.S.T.

**FISCAL IMPACT**

Amount not to exceed \$11,100.00 to be paid out of Current Expense (0000-101) Dept. 120 Sheriff Custody's Budget. No supplement is required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT OF THE PURCHASE OF FOUR HUNDRED (400) CASES OF TOILET PAPER FROM COLUMBIA BASIN PAPER & SUPPLY FOR THE BENTON COUNTY JAIL FACILITY

WHEREAS, per resolution 12-508, section 2.2.2 Purchases or Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC."; and

WHEREAS, the Benton County Sheriff's Office solicited the following companies from the Benton County vendor's list to provide a quote for toilet paper; and

Columbia Basin Paper & Supply, Pasco, WA (\$10,977.29 including W.S.S.T.)

A Complete Janitorial Supply, Pasco, WA (\$11,185.22 including W.S.S.T.)

Crown Paper and Janitorial Supply, Inc. Walla Walla, WA (\$11,614.09 and W.S.S.T.)

WHEREAS, after evaluating the quotes it was determined that Columbia Basin Paper & Supply has the lowest price for the four hundred (400) cases of toilet paper; and

WHEREAS, the Jail Commander reviewed the quotes for completeness and recommended the purchase of four hundred (400) cases of toilet paper from Columbia Basin Paper & Supply, Pasco, WA; and

WHEREAS, the toilet paper was inadvertently ordered during the training of a newly assigned purchasing "agent" before the proper authorization for the purchase was approved by the BOCC; **NOW THEREFORE,**

**BE IT RESOLVED,** the Board hereby authorizes payment for the previous purchase of four hundred (400) cases of toilet paper from Columbia Basin Paper & Supply, Pasco, WA in the amount of \$10,977.29 including W.S.S.T. with the total amount payable not to exceed \$11,100.00 including shipping and W.S.S.T.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	_____	Consent Agenda	___X_
Subject:	911 Supply Uniform Purchase	Pass Resolution	X_____	Public Hearing	_____
Prepared by:	S. Felton	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Jon Law / J.Thompson	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Sheriff’s Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers.

Four vendors from the vendor list were solicited to provide quotes for these items. It was determined that it was best to break out the purchase amongst the four companies to ensure that the lowest price was obtained. A summary sheet is attached to the resolution reflecting which items will be purchased from what company.

We will be purchasing the following items from 911 Supply, LLC: 28 BDU short sleeve shirts, 12 BDU long sleeve shirts, 22 BDU pants, 10 outer/inner duty belts, 1 pair boots, 10 Outer Coats, 50 Inner liner coats, 12 pairs of gloves and 10 belt keeps.

**RECOMMENDATION**

Authorize the purchase of the uniforms and uniform accessories as follows excluding W.S.S.T. and shipping;

911 Supply, LLC, Keizer, OR - \$11,326.46

For an amount of \$11,326.46 excluding W.S.S.T. and shipping, with the total amount payable not to exceed \$12,500 including shipping and W.S.S.T.

**FISCAL IMPACT**

No impact as this is a regularly budgeted item. To be paid out of Current Expense 0000-101 Department 120 Custody.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF OFFICER UNIFORMS FOR THE BENTON COUNTY SHERIFF'S OFFICE FROM 911 SUPPLY, LLC.

**WHEREAS**, per resolution 12-508, section 2.2.2 Purchases or Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC."; and

**WHEREAS**, the Benton County Sheriff's Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers; and

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies to provide a quote for uniform and uniform accessories (see attached quotes); and

911 Supply, LLC, Keizer, OR

Blumenthal Uniform Co., Inc., Spokane, WA

Bob Barker, Fuqay-Varina, NC

Galls, Inc., Lexington, KY

**WHEREAS**, after evaluating the quotes it was determined that the purchase would need to be broke out amongst the four (4) companies to ensure the lowest price was obtained for the needed uniforms and uniform accessories per the attached summary; and

**WHEREAS**, the Jail Commander has reviewed the quotes for completeness and recommends the purchase of 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 10 outer coats, 50 inner liner coats, 12 gloves, and 10 belt keepers from 911 Supply, LLC.; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of the uniforms and uniform accessories from 911 Supply, LLC. per the attached summary in the amount of \$11,326.46 excluding shipping and W.S.S.T. with the total amount payable not to exceed \$12,500 including shipping and W.S.S.T.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	_____	Consent Agenda	___X_
Subject:	Blumenthals Uniform Purchase	Pass Resolution	X_____	Public Hearing	_____
Prepared by:	S. Felton	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Jon Law / J.Thompson	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Sheriff's Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers.

Four vendors from the vendor list were solicited to provide quotes for these items. It was determined that it was best to break out the purchase amongst the four companies to ensure that the lowest price was obtained. A summary sheet is attached to the resolution reflecting which items will be purchased from what company.

We will be purchasing the following items from Blumenthals: 3 Class A Pants, 25 duty belt replacement buckles, 3 Class A belts, 5 men's Survival Phoenix LT II, and 4 women's Survival Falcon TD0611

**RECOMMENDATION**

Authorize the purchase of the uniforms and uniform accessories as follows excluding W.S.S.T. and shipping;

Blumenthal's, Spokane WA \$6,781.45

For an amount of \$6,781.45 excluding W.S.S.T. There are no shipping fees with Blumenthal's. The total amount payable not to exceed \$7,344.32 including W.S.S.T.

**FISCAL IMPACT**

No impact as this is a regularly budgeted item. To be paid out of Current Expense 0000-101 Department 120 Custody.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF OFFICER UNIFORMS FOR THE BENTON COUNTY SHERIFF'S OFFICE FROM BLUMENTHAL UNIFORM COMPANY

**WHEREAS**, per resolution 12-508, section 2.2.2 Purchases or Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC."; and

**WHEREAS** the Benton County Sheriff's Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers; and

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies to provide a quote for uniform and uniform accessories (see attached quotes); and

- 911 Supply, LLC, Keizer, OR
- Blumenthal Uniform Co., Inc., Spokane, WA
- Bob Barker, Fuqay-Varina, NC
- Galls, Inc., Lexington, KY

**WHEREAS**, after evaluating the quotes it was determined that the purchase would need to be broke out amongst the four (4) companies to ensure the lowest price was obtained for the needed uniforms and uniform accessories per the attached summary; and

**WHEREAS**, there is no shipping charges for Blumenthal Uniform Company; and

**WHEREAS**, the Jail Commander has reviewed the quotes for completeness and recommends the purchase of 3 Class A pants, 25 duty belt replacement buckles, 3 Class A belts, 5 men's Survival Phoenix LTII, and 4 women's Survival Flacon TD0611 from Blumenthal's.; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of the uniforms and uniform accessories from Blumenthal Uniform Co. per the attached summary in the amount of \$6,781.45 excluding shipping and W.S.S.T. with the total amount payable not to exceed \$7,400.00 including W.S.S.T.

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, Purchase file

Prepared by: S. Felton

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	_____	Consent Agenda	___X_
Subject:	Bob Barker Uniform Purchase	Pass Resolution	X_____	Public Hearing	_____
Prepared by:	S. Felton	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Jon Law / J.Thompson	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Sheriff’s Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers.

Four vendors from the vendor list were solicited to provide quotes for these items. It was determined that it was best to break out the purchase amongst the four companies to ensure that the lowest price was obtained. A summary sheet is attached to the resolution reflecting which items will be purchased from what company.

We will be purchasing the following items from Bob Barker: 10 radio holders, 10 key keepers, and 12 Max Pro Police RD-TAC Helmet.

**RECOMMENDATION**

Authorize the purchase of the uniforms and uniform accessories as follows excluding W.S.S.T. and shipping;

Bob Barker, Fuqay-Varina, NC \$1,447.94

For an amount of \$1,447.94 excluding W.S.S.T. with the total amount payable not to exceed \$1,650.00 including shipping and W.S.S.T.

**FISCAL IMPACT**

No impact as this is a regularly budgeted item. To be paid out of Current Expense 0000-101 Department 120 Custody.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF OFFICER UNIFORMS FOR THE BENTON COUNTY SHERIFF'S OFFICE FROM BOB BARKER'S

**WHEREAS**, per resolution 12-508, section 2.2.2 Purchases or Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC."; and

**WHEREAS**, the Benton County Sheriff's Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers; and

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies to provide a quote for uniform and uniform accessories (see attached quotes); and

911 Supply, LLC, Keizer, OR

Blumenthal Uniform Co., Inc., Spokane, WA

Bob Barker, Fuqay-Varina, NC

Galls, Inc., Lexington, KY

**WHEREAS**, after evaluating the quotes it was determined that the purchase would need to be broke out amongst the four (4) companies to ensure the lowest price was obtained for the needed uniforms and uniform accessories per the attached summary; and

**WHEREAS**, the Jail Commander has reviewed the quotes for completeness and recommends the purchase of 10 radio holders, 10 key keepers, and 12 Max Pro Police RD-TAC Helmet from Bob Barker's.

**NOW THEREFORE,**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of the uniforms and uniform accessories from Bob Barker's. per the attached summary in the amount of \$1,447.94 excluding shipping and W.S.S.T. with the total amount payable not to exceed \$1650.00 including shipping and W.S.S.T.

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, Purchase file

Prepared by: S. Felton

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	_____	Consent Agenda	___X_
Subject:	Galls, Inc. Uniform Purchase	Pass Resolution	X_____	Public Hearing	_____
Prepared by:	S. Felton	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Jon Law / J.Thompson	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Sheriff's Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers.

Four vendors from the vendor list were solicited to provide quotes for these items. It was determined that it was best to break out the purchase amongst the four companies to ensure that the lowest price was obtained. A summary sheet is attached to the resolution reflecting which items will be purchased from what company.

We will be purchasing the following items from Galls: 3 Class A Shoes, 12 Tactical Bags, 12 Tru Spec Pants

**RECOMMENDATION**

Authorize the purchase of the uniforms and uniform accessories as follows excluding W.S.S.T. and shipping;

Galls, Inc. Lexington, KY \$1,142.10

For an amount of \$1,142.10 excluding W.S.S.T. with a total amount payable not to exceed \$1,325.00 including shipping and W.S.S.T.

**FISCAL IMPACT**

No impact as this is a regularly budgeted item. To be paid out of Current Expense 0000-101 Department 120 Custody.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF OFFICER UNIFORMS FOR THE BENTON COUNTY SHERIFF'S OFFICE FROM GALLS, INC.

**WHEREAS**, per resolution 12-508, section 2.2.2 Purchases or Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution signed by a majority of the BOCC."; and

**WHEREAS**, the Benton County Sheriff's Office has a need to order the following uniform and uniform accessory items: 28 short sleeve shirts, 12 long sleeve shirts, 22 pants, 10 duty belts, 1 pair of boots, 3 Class A pants, 25 duty belt buckles, 10 outer coats, 50 inner liner coats, 3 class A shoes and belts, 12 tactical bags, 12 Tru Spec pants, 12 gloves, 9 bullet proof vests, 10 radio holsters, 10 key keepers, 12 helmets and 10 belt keepers; and.

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies to provide a quote for uniform and uniform accessories (see attached quotes); and

911 Supply, LLC, Keizer, OR

Blumenthal Uniform Co., Inc., Spokane, WA

Bob Barker, Fuqay-Varina, NC

Galls, Inc., Lexington, KY

**WHEREAS**, after evaluating the quotes it was determined that the purchase would need to be broke out amongst the four (4) companies to ensure the lowest price was obtained for the needed uniforms and uniform accessories per the attached summary; and

**WHEREAS**, the Jail Commander has reviewed the quotes for completeness and recommends the purchase of 3 Class A Shoes, 12 Tactical Bags, 12 Tru Spec Pants, from Galls; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of the uniforms and uniform accessories from Galls. per the attached summary in the amount of \$1,142.10 excluding shipping and W.S.S.T. with the total amount payable not to exceed \$1,325.00 including shipping and W.S.S.T.

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, Purchase file

Prepared by: S. Felton

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 11/20/12	Execute Contract	<input checked="" type="checkbox"/>
Subject: CBDR Emergency Rescue Service Agreement	Pass Resolution	<input checked="" type="checkbox"/>
	Pass Ordinance	<input type="checkbox"/>
	Pass Motion	<input type="checkbox"/>
	Other	<input type="checkbox"/>
Prepared by: J.Thompson	Consent Agenda	<input checked="" type="checkbox"/>
Reviewed by: <i>S. KEANE</i>	Public Hearing	<input type="checkbox"/>
	1st Discussion	<input type="checkbox"/>
	2nd Discussion	<input type="checkbox"/>
	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION/SUMMARY**

The Benton County Sheriff's Office and Columbia Basin Dive and Rescue have operated for many years under several agreements which were not approved by the Board. The Benton County Sheriff's Office is unable to process payment for the 2011 agency support assessment in the amount of \$6,344.00 until either a resolution authorizing payment by the Board of County Commissioners has been signed or a backdated agreement was signed by the Board. The Benton County Sheriff's Office and Columbia Basin Dive Rescue drafted an agreement that could be brought to the Board of County Commissioners for approval.

The attached Emergency Rescue Service Agreement commences on January 1, 2012 and is perpetual in nature unless terminated by either party.

**CONTRACT APPROVED TO FORM BY:**

Ryan Lukson, DPA

**RECOMMENDATION**

1. Authorize payment for the 2011 agency support assessment for the amount not to exceed \$6,344.00; and.
2. Approve and sign the attached Emergency Rescue Service Agreement with Columbia Basin Dive Rescue.

**FISCAL IMPACT**

No Fiscal Impact – Already part of the 2011/2012 Canine Boat Fund Biennium Budgets.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE 2011 COLUMBIA BASIN DIVE AND RESCUE SUPPORT ASSESSMENT PAYMENT NOT TO EXCEED \$6,344.00 BY THE BOARD OF COUNTY COMMISSIONERS; APPROVING AND SIGNING THE EMERGENCY RESCUE SERVICE AGREEMENT BETWEEN BENTON COUNTY AND COLUMBIA BASIN DIVE AND RESCUE

**WHEREAS**, the Benton County Sheriff's Office and Columbia Basin Dive and Rescue have operated for many years under several agreements which were not approved by the Board; and

**WHEREAS**, The Benton County Sheriff's Office is unable to process payment for the 2011 Columbia Basin Dive and Rescue support assessment in the amount of \$6,344.00 until a resolution authorizing payment by the Board of County Commissioners has been signed; and

**WHEREAS**, The Benton County Sheriff's Office and Columbia Basin Dive and Rescue drafted an agreement that could be brought to the Board of County Commissioners for approval; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of County Commissioners hereby authorizes payment for the 2011 Columbia Basin Dive and Rescue support assessment for the amount not to exceed \$6,344.00; and

**BE IT FURTHER RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Emergency Rescue Service Agreement between Benton County and Columbia Basin Dive and Rescue; and

**BE IT FUTHER RESOLVED**, that the Chairman of the Board is authorized to sign the attached Emergency Rescue Service Agreement between Benton County and Columbia Basin Dive and Rescue ; and

**BE IT FUTHER RESOLVED**, the attached Emergency Rescue Service Agreement between Benton County and Columbia Basin Dive and Rescue commences on January 1, 2012 and is perpetual in nature unless terminated by either party.

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

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

\_\_\_\_\_  
Member

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

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

Orig. - Sheriff's Office, CBDR  
CC: Prosecutor (Rosemary)

J.Thompson

## EMERGENCY RESCUE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Columbia Basin Dive Rescue, a non-profit Washington corporation, hereinafter referred to as "CBDR," and Benton County, a political subdivision of the State of Washington, hereinafter referred to as the "Agency."

### WITNESSETH:

WHEREAS, Columbia Basin Dive Rescue is a non-profit 501(c)(3) entity incorporated in 1974 for the purpose of providing water rescue and recovery services to emergency service agencies; and

WHEREAS, the chief law enforcement officer of each political subdivision is responsible for search and rescue activities pursuant to RCW § 38.52.400; and

WHEREAS, Columbia Basin Dive Rescue is equipped with the resources necessary to execute successful water rescue and recovery missions in the jurisdiction of the signing Agency at a cost that is fiscally reasonable;

NOW, THEREFORE, Columbia Basin Dive Rescue and Benton County do hereby agree as follows:

### SECTION 1. SCOPE OF SERVICES

1. Services. CBDR shall provide the Agency with the following services upon the Agency's request:
  - a. 24/7 on-call emergency water rescue;
  - b. Non-emergency search and recovery services;
  - c. Department training services.
2. Timeliness. CBDR shall promptly respond to emergency and non-emergency water rescue requests made by the Agency. The Agency acknowledges that CBDR is a strictly volunteer organization, which may materially affect the timeliness of its response to requests for service. CBDR makes no warranty whatsoever regarding its capacity to respond within a specified timeframe to requests from the Agency, although every effort will be made to respond as expeditiously as possible.
3. Capabilities. Agency acknowledges and agrees that the services afforded under this Agreement are limited to CBDR's capability as well as the availability of volunteer CBDR personnel. All CBDR personnel shall be fully trained, and all divers shall be certified for emergency water rescue and non-emergency search and recovery services. All divers shall hold either a current Professional Association of Diving Instructors (PADI) or a current National Association of Underwater Instructors (NAUI) certification.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	___	Consent Agenda	___X___
Subject:	Dept. 119 Line	Pass Resolution	___x___	Public Hearing	___
	Item Transfer to	Pass Ordinance	___	1st Discussion	___
	comply with	Pass Motion	___	2nd Discussion	___
	Res 2012-622	Other	___	Other	___
Prepared by:	J. Thompson				
Reviewed by:	R. Plummer				

**BACKGROUND INFORMATION**

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$2,000 is needed to bring line items current in accordance to resolution 2012-622.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

No additional fiscal impact / no supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CLERKS &  
RECORDS DEPARTMENT NUMBER 119.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept. Name: Sheriff Clerks & Records Dept. Nbr: 119  
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
528.800	1382	Records Clerk	\$ 2,000	528.800	2103	Medical Insurance	\$2,000
TOTAL			\$2,000	TOTAL			\$2,000

Explanation:

The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622.

Prepared by: Julie Thompson Date: 13-Nov-2012

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	11/20/12	Execute Contract	___	Consent Agenda
Subject:	Dept. 120 to Dept. 118 Line Item Transfer to comply with Res 2012-622	Pass Resolution	___x___	Public Hearing
Prepared by:	J. Thompson	Pass Ordinance	___	1st Discussion
Reviewed by:	R. Plummer	Pass Motion	___	2nd Discussion
		Other	___	Other

**BACKGROUND INFORMATION**

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$15,915 from department 120 to department 118 is needed to bring line items current in accordance to resolution 2012-622.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

No additional fiscal impact / no supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPARTMENT NUMBER 120 TO CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF ADMINISTRATON DEPARTMENT NUMBER 118.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Custody Dept Nbr: 120  
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: SHERIFF CUSTODY

TRANSFER TO: SHERIFF ADMIN

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	1390	Corrections Officer	\$15,915	521.100	1366	Sheriff	\$5
				521.100	1367	Undersheriff	5
				521.100	1368	Civil Lieutenant	5
				521.100	1371	Civil Investigator	2,500
				521.100	1935	Holiday	1,400
				521.100	2103	Medical Insurance	1,000
				521.100	2104	Retirement	11,000
<b>TOTAL</b>			<b>\$15,915</b>	<b>TOTAL</b>			<b>\$15,915</b>

**Explanation:**

The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622.

Prepared by: Julie Thompson Date: \_\_\_\_\_

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

Chairman

Member

Member

<b><u>AGENDA ITEM</u></b>		<b><u>TYPE OF ACTION NEEDED</u></b>			
Meeting Date:	11/20/12	Execute Contract	_____	Consent Agenda	___X___
Subject:	Dept. 121 Line Item Transfer to comply with Res 2012-622	Pass Resolution	___X___	Public Hearing	_____
		Pass Ordinance	_____	1st Discussion	_____
		Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____
Prepared by:	J. Thompson				
Reviewed by:	R. Plummer				

**BACKGROUND INFORMATION**

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$197,910 is needed to bring line items current in accordance to resolution 2012-622.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

No additional fiscal impact / no supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL  
DEPARTMENT NUMBER 121.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1438	Deputy	9,000	521.210	1370	Deputy	4,500
521.210	1442	Deputy	2,500	521.210	1436	Captain	10
521.210	1447	Deputy	40,000	521.210	1437	Detective Lieutenant	3,500
521.210	1455	Deputy	21,000	521.210	1439	Patrol Lieutenant	2,500
521.210	1457	Deputy	4,500	521.210	1440	Sergeant	5,500
521.210	1462	Deputy	2,500	521.210	1443	Deputy	3,500
521.210	1466	Corporal	3,500	521.210	1444	Corporal	3,500
521.210	1472	Deputy	6,500	521.210	1446	Deputy	4,500
521.210	1495	Deputy	1,000	521.210	1448	Deputy	1,500
521.210	1905	Temporary Help	7,000	521.210	1451	Detective	3,500
521.210	2103	Medical Insurance	8,900	521.210	1453	Sergeant	3,500
521.231	1802	Deputy	13,000	521.210	1454	Detective	3,000
521.231	1949	Deputy	22,010	521.210	1456	Deputy	4,500
521.231	1955	Sergeant	4,500	521.210	1458	Deputy	3,000
521.231	2103	Medical Insurance	2,000	521.210	1459	Detective	2,300
521.910	1449	Deputy	14,000	521.210	1463	Corporal	200
521.910	1461	Deputy	3,500	521.210	1464	Deputy	3,500
521.910	1935	Holiday	7,500	521.210	1468	Deputy	1,500
521.910	2103	Medical Insurance	25,000	521.210	1469	Deputy	2,300
				521.210	1470	Deputy	4,500
				521.210	1492	Deputy	100
				521.210	1493	Corporal	3,500
				521.210	1524	Deputy	3,000
				521.210	1525	Deputy	3,000
				521.210	1567	Detective	3,000
				521.210	1578	Deputy	9,000
				521.210	1821	Deputy	3,500
				521.210	1916	Deputy	3,000
				521.210	1917	Corporal (COPS G)	2,500
				521.210	2104	Retirement	11,000
				521.231	1935	Holiday	4,000
				521.231	1954	Deputy	5,500
				521.910	1441	Deputy	500
				521.910	1460	Deputy	5,500
				521.910	1467	Deputy	5,500
				521.910	1471	Deputy	5,500
				521.910	1497	Deputy	3,000
				521.910	2104	Retirement	1,000
				521.931	1562	Detective	48,500
				521.931	1935	Holiday	3,000
				521.931	2102	Social Security (FICA)	4,500
				521.931	2103	Medical Insurance	5,500
				521.931	2104	Retirement	3,500
<b>TOTAL</b>			<b>\$197,910</b>	<b>TOTAL</b>			<b>\$197,910</b>

**Explanation:**

The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622.

Prepared by: Julie Thompson

Date: 13-Nov-2012

Approved

Denied

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

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	11/20/12	Execute Contract	_____	Consent Agenda	___X__
Subject:	Dept. 125 Line	Pass Resolution	___X__	Public Hearing	_____
	Item Transfer to	Pass Ordinance	_____	1st Discussion	_____
	comply with	Pass Motion	_____	2nd Discussion	_____
	Res 2012-622	Other	_____	Other	_____
Prepared by:	J. Thompson				
Reviewed by:	R. Plummer				

**BACKGROUND INFORMATION**

Per Resolution 2012-622, the Board adopted at the line items level effective November 1, 2012.

**SUMMARY**

A line item transfer in the amount of \$5,750 is needed to bring line items current in accordance to resolution 2012-622.

**RECOMMENDATION**

Approve the resolution authorizing the line item transfer.

**FISCAL IMPACT**

No additional fiscal impact / no supplement required.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF TRAFFIC CONTROL  
DEPARTMENT NUMBER 125.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Traffic Control      Dept Nbr: 125  
 Fund Name: Current Expense      Fund Nbr: 0000-101

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

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.700	1523	Deputy	\$2,000	521.700	1530	Deputy	\$2,750
521.700	1918	Deputy	1,000	521.700	1919	Deputy	\$3,000
521.700	2102	Social Security	750				
521.700	2103	Medical Insurance	2,000				
<b>TOTAL</b>			<b>\$5,750</b>	<b>TOTAL</b>			<b>\$5,750</b>

**Explanation:**

The following line item transfers are needed to comply with the line item level budgeting per resolution 2012-622.

Prepared by: Julie Thompson      Date: \_\_\_\_\_

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## BENTON COUNTY AGENDA ITEM

AGENDA ITEM:	Interpreter Reimbursement Agreement	Type of Action			
MEETING DATE:	11/20/12 9:05AM	Execute Contract	<input type="checkbox"/>	CONSENT AGENDA	<input checked="" type="checkbox"/>
SUBJECT:	Interpreter Agreement Between the Admin. Office of Courts & BC	Pass Resolution	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
		Pass Ordinance	<input type="checkbox"/>	1 <sup>ST</sup> DISCUSSION	<input type="checkbox"/>
		Pass Motion	<input type="checkbox"/>	2 <sup>ND</sup> DISCUSSION	<input type="checkbox"/>
Prepared By:	Pat Austin	Other	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
Reviewed By:	Keith Mercer	Approve for Hearing	<input type="checkbox"/>		<input type="checkbox"/>

### **BACKGROUND INFORMATION**

In 2008 the Superior Court joined all courts within Benton & Franklin Counties in an application to reimburse individual courts for costs related to court interpreters. The regional application was successful in its application and has once again received funding for fiscal year 2012-2013. The Superior Court is requesting Benton County to authorize entering into the 2012-2013 Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs for interpreter services consistent with the attached agreement.

### **SUMMARY**

Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for interpreter expenditures.

### **RECOMMENDATION**

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #ICA13366 between the Administrative Office of the Courts and Benton County.

### **FISCAL IMPACT**

Benton County will receive up to a maximum of \$17,609.67 in qualified reimbursement costs for interpreter expense through the Superior Court during the period of July 1, 2012 – June 30, 2013.

### **MOTION**

I move to approve Resolution No. \_\_\_\_\_ and sign interagency Agreement #ICA13366 between the Administrative Office of the Courts and Benton County.

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

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF  
BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT  
#ICA13366 BETWEEN BENTON COUNTY AND THE STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF THE COURTS, and**

**WHEREAS,** the Superior Court received notification on October 28, 2012 of available interpreter reimbursement funding to Benton County for the term commencing July 01, 2012 and terminating on August 31, 2013; and

**WHEREAS,** Patricia Austin, Superior Court Administrator, believes it is in the best interest of the Superior Court that the Agreement between State of Washington Administrative Office of the Courts and Benton County be approved as presented for a term commencing July 1, 2012 and terminating on August 31, 2013, **NOW, THEREFORE**

**BE IT RESOLVED,** that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached agreement no. ICA13366, on behalf of Benton County.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**BENTON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jim Beaver, Chairman of the Board

\_\_\_\_\_  
Shon Small, Member

\_\_\_\_\_  
Leo Bowman, Member

**ATTEST:**

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

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

# INTERLOCAL COOPERATIVE AGREEMENT -- ICA13366

between  
STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF THE COURTS  
and  
BENTON COUNTY

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts ("AOC") and Benton County ("County/City"), a political subdivision of the State of Washington for the purpose of distributing funds for court interpreter expenses to the Benton County Superior Court ("Court").

## 1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. "Certified Interpreter" means an interpreter who is certified by the AOC, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at: [www.courts.wa.gov/interpreters](http://www.courts.wa.gov/interpreters).
- b. "Registered Interpreter" means an interpreter who is registered by the AOC, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at: [www.courts.wa.gov/interpreters](http://www.courts.wa.gov/interpreters).
- c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. "Qualifying event" means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/content/courtInterpreter/FUNDING%20CONDITIONS.pdf>
  - If the language interpreted is a language for which there are certified language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
  - If the language interpreted is a language for which there are no certified or registered language interpreters, the event was interpreted by a qualified interpreter.
  - If the event was interpreted by a qualified sign language interpreter.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>11/20/2012</u>	Execute Contract	<u>          </u>
	Line Item		
Subject:	<u>Transfer</u>	Pass Resolution	<u>  X  </u>
	Marianne		
Prepared by:	<u>Ophardt</u>	Pass Ordinance	<u>          </u>
Reviewed by:	<u>          </u>	Pass Motion	<u>          </u>
		Consent Agenda	<u>  X  </u>
		Public Hearing	<u>          </u>
		1st Discussion	<u>          </u>
		2nd Discussion	<u>          </u>
		Other Business	<u>          </u>

**BACKGROUND INFORMATION**

Request to transfer funds between service line items in current expense budget.

**SUMMARY**

No additional funds are being requested, this is a transfer request.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 108.

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 \_\_\_\_\_, 2012

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File, LSK

Prepared by: Marianne Ophardt





November 21<sup>st</sup>, 2012

The Honorable Jay Inslee  
Governor-elect  
Governor-elect Transition Office  
General Administration Building  
210 11th Ave S.W  
Olympia, WA 98504

Dear Governor-elect Inslee:

Subject: **Red Mountain Transportation Project—Jobs for the Tri-Cities and Eastern Washington**

We appreciate your interest in the Red Mountain Transportation Project and the time you took to meet with us regarding it on April 23<sup>rd</sup>, 2012 in the Tri-Cities. Here is a summary of the project;

**What is the Red Mountain Transportation Project?**

The Red Mountain Transportation Project consists of two phases of improvement to Interstate I-82 between Benton City and the Tri-Cities.

Phase 1 is the development of a roundabout at the existing Interstate 82 exit at Benton City. The roundabout will reduce traffic congestion created by the five roads that currently converge at the existing location.

Phase 2 is a new interchange which will provide direct access from Interstate 82 to the city of West Richland, the Red Mountain Industrial park, and the Red Mountain AVA.

**Why the Red Mountain Transportation Project is Important?**

The Red Mountain Transportation Project is critical to the economic growth of Benton City, West Richland and surrounding areas. The city of West Richland is the only incorporated city between Seattle and Tri-Cities that does not currently have direct freeway access which the project will provide. Independent economic development studies forecast, when completed, the Red Mountain Transportation Project has the potential to stimulate economic growth providing 2,390 permanent jobs, an annual payroll of over \$102 million, and annual business and worker spending of over \$327 million.

**Our Request**

We request that you include the Red Mountain Transportation Project in your list of transportation projects for State funding. WSDOT expects the cost of completing both phases will be \$ 25.5 Million.

We look forward to working with you and your staff on transportation issues. We have attached the most recent edition of the Red Mountain Transportation News Letter, a copy of the WSDOT project folio, and a copy of the summary of the economic study for your review. If you or your staff have any questions on our request please contact Chuck Dawsey who can be reached at dawsey@bentonrea.org or 509-786-8475.

Red Mountain Transportation Project Sponsors:

**Benton County Commissioners**

\_\_\_\_\_  
Jim Beaver

\_\_\_\_\_  
Leo Bowman

\_\_\_\_\_  
Shon Small

**City Mayors**

\_\_\_\_\_  
Lloyd Carnahan  
Benton City

\_\_\_\_\_  
Donna Noski  
City of West Richland

**Red Mountain American Viticulture Area**

\_\_\_\_\_  
Executive Director

**Kennewick Irrigation District**

\_\_\_\_\_  
Board President

**Port of Kennewick**

\_\_\_\_\_  
Port Commissioner-President

**Benton Franklin Council of Governments**

\_\_\_\_\_  
Board President

**Benton Rural Electric Association**

\_\_\_\_\_  
Virgil Boyle-Board President

Blind cc;

All signatories

Senator King

Legislators district 8 & 16

Don Whitehouse-DOT

Troy Suing-DOT

**EXHIBIT LIST FOR ZC 12-01/EA11-39**

<b>Planning Commission Application Exhibit List</b>		
		<b>DATED</b>
<b>PCR 1</b> Includes:	PCR 1.0	Zone Change Application
	PCR 1.1	Environmental Checklist
		November 1, 2011
		November 1, 2011
<b>Planning Commission Staff Memo Exhibit List September 11, 2012</b>		
<b>PCM 1</b> Includes:	PCM 1.0	Staff Memo
	PCM 1.1	Site Map of proposed zone change area
	PCM 1.2	Aerial Map of proposed zone change area
	PCM 1.3	Notice of Application
	PCM 1.4	Determination Of Non Significance
	PCM 1.5	Notice of Open Record Hearing
	PCM 1.6	Letter from Robert Harness
	PCM 1.7	Letter from Laurie Harness
	PCM 1.8	Letter from Robert Tobola
	PCM 1.9	Letter from Robert Conklin
	PCM 1.10	Letter from James Hoffman
	PCM 1.11	Letter from Nancy Hoffman
	PCM 1.12	Letter from Nola Clarneau
	PCM 1.13	Letter from Devere Clarneau
	PCM 1.14	Comments from Benton County Fire Marshal
	PCM 1.15	Comments from Benton-Franklin Health District
	PCM 1.16	Comments from the Benton County Building Dept.
PCM 1.17	Comments from Benton County Public Works	
		September 4, 2012
		June 19, 2012
		June 19, 2012
		August 6, 2012
		June 21, 2012
		August 16, 2012
		January 16, 2012
		January 16, 2012
		January 16, 2012
		January 16, 2012
		January 16, 2012
		January 16, 2012
		January 16, 2012
		January 16, 2012
		August 10, 2012
		August 10, 2012
		August 8, 2012
		August 17, 2012
<b>Board of County Commissioners Exhibit List for November 20, 2012</b>		
<b>CCM 1</b> Includes:	CCM 1.0	Board of County Commissioners Agenda Sheet
	CCM 1.1	Planning Commission Recommendation, Findings & Conclusions
	CCM 1.2	Audio Recording of the Planning Commission Hearing
		November 9, 2012
		September 21, 2012
		September 11, 2012
<b>Board of County Commissioners Hearing Exhibit List</b>		
<b>CCH 1</b> Includes:	CCH 1.0	
	CCH 1.1	

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

- PCR = Planning Commission Record Exhibits**
- PCM = Planning Commission Memo Exhibits**
- PCH = Exhibits submitted during Hearing**
- CCR = County Commissioner Record Exhibits**
- CCM = County Commissioner Memo Exhibits**

<p><b>AGENDA ITEM</b>  <b>MTG. DATE:</b> November 20, 2012  <b>SUBJECT:</b> Zone Change Request – ZC 12-01 "IC" to "RL-5"  <b>Memo Date:</b> November 9, 2012  <b>Prepared By:</b> Michael Shuttleworth</p>	<p><b>TYPE OF ACTION NEEDED</b>  Execute Contract  Pass Resolution X  Pass Ordinance  Pass Motion X  Other</p>	<p>Consent Agenda  Public Meeting X  1st Discussion  2nd Discussion  Other</p>
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**BACKGROUND INFORMATION**

On September 11, 2012, the Benton County Planning Commission conducted an open record hearing on a request to change the zoning classification of a portion of Lots 2, 3, and 4 of Short Plat 2181 from Interchange Commercial to Rural Lands 5. After closing the Open Record Hearing and discussing the proposed change of zoning, the Planning Commission made a recommendation to approve Zone Change Request ZC 12-01. The Planning Commission’s record and recommendation for ZC 12-01 is being submitted for your review and decision. The Board’s public meeting is scheduled for November 20, 2012 at 9:00 a.m. to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the zone change application based on the Planning Commission’s Open Record Hearing and cannot consider any testimony other than the testimony presented to the Planning Commission at their Open Record Hearing. The only information the Board can consider is the clarification of statements regarding the testimony and information contained in the Planning Commission Record for this application. Attached for the Board’s review is an audio copy of the hearing, the Planning Commission Record and the signed Recommendation, Findings and Conclusion of the Planning Commission Open Record Hearing.

**SUMMARY**

The Benton County Planning Commission has completed the Open Record Hearing for the Zone Change application ZC 12-01 to change the zoning classification a portion of Lots 2, 3, and 4 of Short Plat 2181 from Interchange Commercial to Rural Lands 5. The Board of County Commissioners will consider the application and recommendation of the Planning Commission at a public meeting on November 20, 2012.

**RECOMMENDATION**

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the zone change application. After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission’s recommendation, Findings and Conclusions and approve the proposed zone change.

**FISCAL IMPACT** - None

**MOTION**

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the zone change application ZC 12-01. If however, the Board disagrees with the Planning Commission and Planning Department’s recommendation then the Board will have to complete your own Findings and either approve or deny the Zone Change Request. If, based on the Planning Commission’s record, you wish to complete your own findings, the Planning Department could draft the Boards findings and conclusions for the Board’s approval.

**EXHIBIT LIST FOR ZC 12-02/EA 11-41**

<b>Planning Commission Application Exhibit List</b>			<b>DATED</b>
<b>PCR 1</b> Includes:	PCR 1.0	Zone Change Application	July 31, 2012
	PCR 1.1	Environmental Checklist	November 28, 2012
<b>Planning Commission Staff Memo Exhibit List for September 11, 2012</b>			
<b>PCM 1</b> Includes:	PCM 1.0	Staff Memo	September 4, 2012
	PCM 1.1	Site Map of proposed zone change area	June 20, 2012
	PCM 1.2	Aerial Map of proposed zone change area	June 20, 2012
	PCM 1.3	Notice of Application	August 6, 2012
	PCM 1.4	Determination Of Non Significance	June 21, 2012
	PCM 1.5	Notice of Open Record Hearing	August 16, 2012
	PCM 1.6	Comments from Benton County Fire Marshal	July 3, 2012
	PCM 1.7	Comments from the Department of Ecology	July 12, 2012
	PCM 1.8	Comments from SVID	August 9, 2012
	PCM 1.9	Comments from the Benton County Building Dept.	August 8, 2012
PCM 1.10	Comments from Benton County Public Works	August 16, 2012	
<b>Planning Commission Hearing Exhibit List September 11, 2012</b>			
<b>PCH 4</b> Includes:	PCH 1.0	Wall Maps showing the existing Zoning Districts	July 10 ,2012
<b>Board of County Commissioners Memo Exhibit List for November 20, 2012</b>			
<b>CCM 1</b> Includes:	CCM 1.0	Board of County Commissioners Agenda Sheet	November 9, 2012
	CCM 1.1	Planning Commission Recommendation, Findings & Conclusions	September 21, 2012
	CCM 1.2	Audio Recording of the Planning Commission Hearing	September 11, 2012
<b>Board of County Commissioners Hearing Exhibit List for November 20, 2012</b>			
<b>CCH 1</b> Includes:	CCH 1.0		
	CCH 1.1		

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

<b>AGENDA ITEM</b> <b>MTG. DATE: November 20, 2012</b> <b>SUBJECT: Zone Change Request – ZC 12-02, “RL-5 to LI”</b> <b>Memo Date: November 9, 2012</b> <b>Prepared By: Michael Shuttleworth</b>	<b><u>TYPE OF ACTION</u></b>		Consent Agenda
	<b><u>NEEDED</u></b>		Public Meeting X
	Execute Contract		1st Discussion
	Pass Resolution	X	2nd Discussion
	Pass Ordinance		Other
	Pass Motion	X	
Other			

**BACKGROUND INFORMATION**

On September 11, 2012, the Benton County Planning Commission conducted an open record hearing on the request to change the zoning classification of a portion of Sections 26 and 27 of Township 9 North, Range 24 East, from Rural Lands 5 to Light Industrial. After closing the Open Record Hearing and discussing the proposed change of zoning, the Planning Commission made a recommendation to approve Zone Change Request ZC 12-02. The Planning Commission’s record and recommendation for ZC 12-02 is being submitted for your review and decision. The Board’s public meeting is scheduled for November 20, 2012 at 9:00 a.m. to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the zone change application based on the Planning Commission’s Open Record Hearing and cannot consider any testimony other than the testimony presented to the Planning Commission at their Open Record Hearing. The only information the Board can consider is the clarification of statements regarding the testimony and information contained in the Planning Commission Record for this application. Attached for the Board’s review is an audio copy of the hearing, the Planning Commission Record and the signed Recommendation, Findings and Conclusion of the Planning Commission Open Record Hearing.

**SUMMARY**

The Benton County Planning Commission has completed the Open Record Hearing for the Zone Change application ZC 12-02 to change the zoning classification in Sections 26 and 27 of Township 9 North, Range 24 East, from Rural Lands 5 to Light Industrial. The Board of County Commissioners will consider the application and recommendation of the Planning Commission at a public meeting on November 20, 2012.

**RECOMMENDATION**

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the zone change application. After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission’s recommendation, Findings and Conclusions and approve the proposed zone change.

**FISCAL IMPACT** - None

**MOTION**

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the Zone Change Application ZC 12-02. If, however; the Board disagrees with the Planning Commission and Planning Department’s recommendation then the Board will have to complete their own Findings and either approve or deny the zone change. If based on the Planning Commission’s record, you wish to complete your own findings; the Planning Department could draft the Boards findings and conclusions for the Board’s approval.