

Jerome Delvin
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 areas

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, May 21, 2013 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ May 14, 2013

❖ May 15, 2013

Review Agenda

Consent Agenda

Building

a. Line Item Transfer, Fund No. 0149-101, Dept. 000

Central Services

b. Contract w/Cerium Networks, Inc. for Purchase of Meraki Cloud Managed Access Points

Commissioners

c. City of Richland Letter of Support for Duportail Bridge Project

d. Award of Bid for Official County Newspaper to Tri City Herald

Facilities

e. Bid Award for the District Court Remodel @ the Courthouse

Fairgrounds

f. Contract w/Oxarc, Inc to Provide Fire Extinguisher & Suppression Services

g. Contract w/Design West Architects, PA for Architectural Services for Fairgrounds Restroom

h. Amended Lease Agreement w/Benton-Franklin Fair Association

Human Services

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

Juvenile

j. Amended Contract w/The Personal Touch Cleaning, Inc.

Office of Public Defense

k. Authorization for Payment to Attorney M Iaria for Public Defense Services

l. Contract w/T Orosco for Excess Contractual Case Cap

Personnel

m. Trainer Contract w/C Poulsen

Prosecuting Attorney

n. Settlement Agreement w/The Confederated Tribes and Bands of the Yakama Nation

Public Works

o. Funding Authorization for Nine Canyon Road, Phase 2

p. Funding Authorization for Nine Canyon Road, Phase 3

q. Drainage Improvement District Budget & Levy for 2013 & 2014

Sheriff

r. Amended Contract w/American Red Cross to Provide Employee Training

s. Swat Interlocal Agreement w/City of Prosser

t. Contract w/Densow's Pharmacy for Pharmaceutical Services

Sustainable Development

u. Agreement w/Tri-City Development Council for Economic Development

Scheduled Business

Central Services Department Update ~ T Holmes

Geological Fault Line Mapping Request ~ D Ford

Proposed Kennewick Shop Update ~ S Becken

Unscheduled Visitors

Board Assignment Update

Executive Session

Potential Litigation

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, May 14, 2013, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner James Beaver
Commissioner Jerome Delvin
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; County Engineer Daniel Ford; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Jacki Lahtinen, District Court; Clerk Josie Delvin; Auditor Brenda Chilton; Sue Schuetze, Public Works; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Clark Posey, Planning; Teri Holmes, Central Services; DPA Steve Hallstrom; Aileen Coverdell, Auditor's Office.

Approval of Minutes

The Minutes of May 7, 2013 were approved.

Agenda Review

Chairman Small requested to add agenda item "u" (Collective Bargaining Agreement – Road Department) to consent agenda.

Additionally, he said the scheduled discussion with WSU regarding Regional Tree Fruit was cancelled.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "t", adding "u" (CBA 2013 B etween Teamsters and Road Department). Commissioner Beaver seconded and upon vote, the Board approved the following:

Animal Control

- a. Contract w/Tri-City Fence, Inc for Installation of Chain Link Fence

Commissioners

- b. Reappointment of L Bunch to the Benton-Franklin Workforce Development Council

- c. Reappointment of C Adrian to the Benton-Franklin Workforce Development Council
- d. Reappointment of C Freed to the Benton-Franklin Workforce Development Council
- e. Reappointment of N Moorer to the Benton-Franklin Workforce Development Council
- f. Reappointment of T Samuel to the Benton-Franklin Workforce Development Council
- g. Appointment of D Donley to the Benton-Franklin Workforce Development Council
- h. Appointment of G Gales to the Benton-Franklin Workforce Development Council

Facilities

- i. Contract w/Banlin Construction to Install New Window @ the Jail

Fairgrounds

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

Human Services

- k. Grant Agreement w/Elijah Family Homes for Rehabilitation Project Funding
- l. Grant Agreement w/Catholic Family & Child Service of the Tri-Cities for Rental Assistance

Juvenile

- m. Amended Contract w/Educational Services District 123

Office of Public Defense

- n. Termination of Superior Court Legal Financial Obligation Public Defense Contract w/J Azure
- o. Superior Court Indigent Defense Agreement w/S Henwood
- p. Superior Court Indigent Defense Agreement w/D Stovern

Public Works

- q. Lease Agreement w/L&M Truck Sales, Inc.
- r. Order & Agreement for the City of Prosser Franchise

Sheriff

- s. Amended Contract w/Bergstrom Aircraft, Inc. for Aircraft Maintenance & Repair
- t. Purchase Agreement w/Office Depot for Office Supplies

Prosecuting Attorney

- u. CBA – Teamsters and Road Department

Public Hearing - Desert Winds Wireless Inc. – Franchise

Sue Schuetze presented the application by Desert Winds Wireless Inc. to create a new utility franchise order and agreement. She said that Public Works recommended approval of the creation of a franchise order and agreement with Desert Winds Wireless, Inc. subject to the six listed conditions.

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

MOTION: Commissioner Delvin moved to approve with the franchise application filed by Desert Winds Wireless, Inc. subject to the six listed conditions in the Engineer's report. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Public Hearing - Ordinance Amendment Relating to Public Records

DPA Ryan Lukson via video conference presented the ordinance amendment relating to public records. He said the amendment would update statutory references and some practices and would clean up the ordinance overall.

Public Testimony

Jim Wade said he didn't have any problem as long as it stayed as it should according to law relating to verbal requests.

Commissioner Beaver said the Board could not make any changes that superseded state law.

Mr. Lukson said basically it updated the code to document any verbal requests so the county could track those and get them done in a timely manner.

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

MOTION: Commissioner Beaver moved to approve the ordinance amendment relating to public records as presented. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

Benton County Groundwater Discussion

Commissioner Delvin said there was a groundwater task force and their purpose was to come up with an MOU on groundwater management. He said he asked Darryll Olsen to propose an alternative to this process or recommend the Board approve the MOU.

Mr. Olsen, Water Conservancy Board Chairman, said he talked with the Conservancy Board and Mark Nielsen, Conservation District, and they were recommending the Commissioners support a policy they think would be very high level. It could follow existing water code, emphasize using existing programs in place, and try to get away from the regulatory over-burden this would create. He said they felt there was enough regulation already in water policy and they attempted to address those high level pieces. Additionally, the exempt wells were so small in the basin it was extremely difficult to measure and try to sort this out. Instead, if the real concern was on the Yakima, they should pay attention to inefficiencies in the basin and look at conservation and use existing tools and give credit to the exempt wells and to additional measures. That way they would be addressing real concerns for Ecology by focusing on doing something that would get more bang for the buck. He said there was nothing wrong with the Commission going to the legislation to ask for money to help with the problems and take it to the Governor's office and say this was a better model.

Commissioner Beaver said he appreciated the presentation and expressed his concern about Ecology regulating and trying to make more money with this program. He was in agreement with the concept and suggested Mr. Fyall meet with Mr. Olsen and look at drafting something up to approve.

Commissioner Delvin said he was concerned that if they didn't have a prepared response to the MOU, there would be something dropped on the County by some organization. He said they should have a response ready and show some alternatives.

The Board said it was in agreement with moving forward on a draft preferred alternative and discussing it further at the special meeting on May 15, 2013 at the Justice Center.

Benton County Jail – Mental Health Enhancements – Pilot Program Discussion

Ed Thornbrugh said he had been involved in discussion with leaders and chaplaincy in the Benton County Jail to focus on mental health enhancements in the jail. He said they had talked about what they could do with available resources and who the partners should be. He said the goal was improve access to a trained prescriber in psychiatry, to move seriously mental ill inmates from booking to release and more accurately monitor and offset costs for prescriptions. He said it was their goal to see a reduction in suicide attempts and completions, minimize the use of extreme measures and the safety cell, and the number of days per event. These reductions would also reduce the number of days for officers on suicide watch. Additionally, they wanted to see if they could identify those high risk individuals and reduce costs associated with malingering (exaggerating the level of mental illness to get the use of prescriptions).

Mr. Thornbrugh proposed publishing an RFQ for a qualified prescriber trained in psychiatry and preparing a contract with them for part time medical services. Additionally, he wanted to move forward with adding a mental health resource person who was assigned to the jail team and use current resources for funding this and funding unreimbursed costs for psychotropic medication.

The Board agreed to move forward.

Update - Interfund Loan to Treasurer's Investment Pool Fund

Nick Kooiker said the Board authorized a transfer of funds from the Treasurer's O & M fund to the Investment Pool to purchase new software in the amount of \$70,000. Since August, 2012 they had collected \$38,000 in fees and it was their goal to pay back the loan in the biennial but that it should be paid back by the end of 2013.

Animal Control Update

Keith Mercer updated the Board on the Animal Control Department. He gave statistics on dogs that were adopted, that died in the facility, were returned to owners, transferred out, or euthanized. He stated the dogs were euthanized only if it was medically necessary or the animal was deemed dangerous or potentially dangerous. Additionally, Mr. Mercer talked about the average length of stay in the facility and said in 2011 it was 43.5 days, 2012 it was 26.1 days, and in 2013 only 8.1 days. He said their target for length of stay was 20 days and they attributed part of their success to transferring out dogs to no kill shelters and adoptions. He said they offered and encouraged a trial adoption for seven days for potential owners to see if the dog was a good fit for their family. Additionally, trial adoptions provided good information on the dog to be used if the dog came back (whether it was housetrained, got along with cats, children, etc.).

Solid Waste - Grant De-Obligation

Steve Becken said the County received a grant from the Department of Ecology for the purpose of purchasing property for siting a Moderate Risk Waste Facility. Additionally, they received a proposed amendment that would change the scope of the grant from purchasing a site to conducting a siting survey and authorizing equipment purchases for the compost facility at the Horn Rapids Landfill. This would involve some changes from the original grant agreement since the City of Richland would be purchasing the equipment. He said they met with the City of Richland and agreed it would be best to request de-obligation of the grant funds, which would allow DOE and the City of Richland to enter into a separate agreement for purchase of equipment.

Mr. Becken requested the Board sign a letter to the Department of Ecology requesting de-obligation of that grant.

MOTION: Commissioner Beaver moved to approve the letter to the Department of Ecology requesting de-obligation of Grant No. G1300017. Commissioner Delvin seconded and upon vote, the motion carried.

Public Works - Kennewick Shop Discussion

Steve Becken provided a report on the proposed new Kennewick shop. He said that various sites were reviewed, water studies were complete, and the County purchased a 10-acre site in 2008 on land known as the Wisser property that met all the needs (domestic water and utilities were available). He said they were requesting authorization to submit a Request for Qualifications to allow them to select an architect to design a new shop at the Wisser location. Mr. Sparks said they were looking for authorization to engage an architect so the Board could evaluate the total cost and design.

Mr. Becken said they originally had \$2 million in ER&R funds they were going to use for the new shop, however, more than anticipated vehicles were going to be purchased and they now estimated conservatively they had \$1,250,000 to \$1,500,000 available in funds to build a shop.

Chairman Small said he wanted to make sure they wouldn't be asking to build a shop that it didn't have funds for. Mr. Becken stated that if the cost to build was more than funds available, they wouldn't move forward at this time.

Commissioner Delvin asked if they would need to add fuel tanks and Mr. Becken said he didn't think they would need them; additionally, there was a Pacific Pride business close to the site. Commissioner Beaver asked if they had talked to the school district about this issue. Mr. Becken said they had not at this time, but they knew the County owned the property. Commissioner Beaver said he thought it would be a good idea to meet with the school district as they went along in the process.

David Sparks stated the County already owned the property, it was centrally located to the areas that Benton County needed access to, and they had already done a good job of analyzing the

sites. He agreed it was a good idea to talk with the school district since an elementary school was located right next to the property.

The Board agreed that Public Works should talk to the school district and bring back the RFQ for approval.

Unscheduled Visitors

Jim Wade said he previously talked to the Board about moving the grandstands for the Horse Racing and was disappointed they were not moved when he was told they would be moved. He said he hoped in the future the Board would have better communication with the Fair Association.

Chairman Small said that once the issue was brought forward, the County Administrator met with the Fair Association regarding this issue. Mr. Sparks said this was the first year the Fair Association put on the horse racing and felt there was room for improvement with communication. He said that maybe next year they could be more involved so they could accommodate the horse racing group.

Commissioner Assignment Update

Commissioner Beaver said he met with some constituents in Kennewick, attended the car show in downtown Kennewick, attended a short elected officials meeting, and had a conversation with the Port of Kennewick about the upcoming election for Port Commissioners.

Commissioner Delvin said he attended the employee recognition at Ben Franklin Transit, the WSAC Board of Directors meeting, the Transit meeting and public employee recognition event in Kennewick.

Chairman Small presented a certificate of good practice issued by the County Road Administration Board to Steve Becken .

Commissioner Beaver said he wanted to attend the ECA Peer Exchange on June 3 & 4 in Idaho Falls, Idaho. Additionally, he said it was fully reimbursed by the ECA.

MOTION: Commissioner Small moved to approve Commissioner Beaver's travel for ECA as requested. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

David Sparks said there was a request from the City of Richland for support on the Duportail bridge project. Mr. Sparks said it would be on the consent agenda the following week.

The Board briefly recessed, reconvening at 10:39 a.m.

Executive Session – Potential Litigation

The Board went into executive session at 10:39 a.m. with DPA Steve Hallstrom for approximately 15 minutes to discuss potential litigation regarding a personnel matter. Also present were Ryan Brown, Loretta Smith Kelty, David Sparks, Cami McKenzie, and Melina Wenner. The Board came out at 10:49 a.m. No decisions were made in executive session.

Vouchers

Check Date: 5/10/2013
Transfers #: 05050513, 010105131-010105133, 050205131-050505136
Total all funds: \$360,704.94

Check Date: 05/10/2013
Warrant #: 80335-80512
Total all funds: \$1,575,883.60

Check Date: 05/09/2013
Procurement Cards #: 0513
Total all funds: \$155,236.77
Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

- 2013-363: Contract w/Tri-City Fence, Inc. for Installation of Chain Link Fence
- 2013-364: Reappointment of L Bunch to the Benton-Franklin Workforce Development Council
- 2013-365: Reappointment of C Adrian to the Benton-Franklin Workforce Development Council
- 2013-366: Reappointment of C Freed to the Benton-Franklin Workforce Development Council
- 2013-367: Reappointment of N Moorer to the Benton-Franklin Workforce Development Council
- 2013-368: Reappointment of T Samuel to the Benton-Franklin Workforce Development Council
- 2013-369: Appointment of D Donley to the Benton-Franklin Workforce Development Council
- 2013-370: Appointment of G Gales to the Benton-Franklin Workforce Development Council
- 2013-371: Contract w/Banlin Construction to Install New Window @ the Jail
- 2013-372: Line Item Transfer, Fund No. 0124-101, Dept. 000
- 2013-373: Grant Agreement w/Elijah Family Homes for Rehabilitation Project Funding
- 2013-374: Grant Agreement w/Catholic Family & Child Service of the Tri-Cities for Rental Assistance
- 2013-375: Amended Contract w/Educational Services District 123
- 2013-376: Termination of Superior Court Legal Financial Obligation Public Defense Contract w/J Azure

- 2013-377: Superior Court Indigent Defense Agreement w/S Henwood
- 2013-378: Superior Court Indigent Defense Agreement w/D Stovern
- 2013-379: Lease Agreement w/L&M Truck Sales, Inc.
- 2013-380: Order & Agreement for the City of Prosser Franchise
- 2013-381: Amended Contract w/Bergstrom Aircraft, Inc. for Aircraft Maintenance & Repair
- 2013-382: Purchase Agreement w/Office Depot for Office Supplies
- 2013-383: CBA – Teamsters and Road Department
- 2013-384: Adoption of Ordinance 526 Relating to Public Records

There being no further business before the Board, the meeting adjourned at approximately 10:50 a.m.

Clerk of the Board

Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Wednesday, May 15, 2013, 9:00 a.m.
Commissioners' Conference Room
Benton County Justice Center, Kennewick, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Sustainable Development; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Steve Brown, Building Department; Finance Manager Keith Mercer.

Introduction and Overview of Water Issues

Adam Fyall briefly reviewed the WRIA 31 (Water Resources Inventory Area 31 Rock/Glade) program and said they had been working on this for over 10 years with the same team in place. He said that Klickitat County was the lead agency and that Dave McClure had been the director since the beginning.

WRIA 31: History, Accomplishments, Status

Dave McClure gave a Powerpoint on the WRIA 31 and briefly discussed the following:

- Klickitat County, Benton County, Yakima County and City of Kennewick agreed to initiate planning and ultimately Yakima County chose not to participate
- Planning Unit Membership
 - 32 agencies identified; 20 + voting members; now down to 18 active members and citizens at large that participate at the meetings
- Assessment Phase - \$200,000 grant for level 1 assessment; level 2 funding was completed after a couple of years – accepted
- Planning Phase - another \$250,000 grant received - solicited proposals for contractor to provide support (two year process); approved by Planning Unit in January 2008; completed a SEPA review process; then approved by Benton, Klickitat and Yakima Counties in April 2008

Commissioner Beaver asked about Yakima County's decision to not participate in the planning process but its ability to approve the plan. Mr. McClure said that although Yakima County chose not to actively participate in the planning process, they reserved the right to have a seat at the table if at any point they didn't like what was going on.

- Phase 4 Implementation
 - Funding for projects - Kennewick ASR (Aquifer Storage/Recovery), Water Storage Appraisal Assessment for Horse Heaven Hills; Rock Creek Water

Quality Improvement Plan; Pump Test to Determine Suitability of Aquifer for ASR

- Ongoing Implementation Efforts
 - Support of VRA's; consult and advise on Columbia River water supply and demand inventory; communicate/coordinate with other Planning Units in the Columbia Basin; pursue legislation to address water right relinquishment - part of lobbying and his employment with Klickitat County;
 - Modest grant received for riparian planning to address Rock Creek temperatures; stream flow gage Rock Creek (Ecology) and various fish habitat related actions
- Implementation - 2014
 - Entitled to up to \$50,000 grant for watershed plan implementation
 - Proposed grants for the following:
 - Pump test to determine suitability of Aquifer for ASR;
 - Water Right bank/exchange;
 - Water Availability Assessment
 - Water Storage SEPA Scoping
 - Primary projects that he saw being funded would be in storage

Horse Heaven Water Storage Project - Aspect Consulting

Adam Fyall stated that in the past Benton County had been involved and exposed to other concepts for storage in the area and there were quite a few studies completed. However, this was a different storage project that was a lot more realistic.

Tim Flynn, Aspect Consulting reviewed his Powerpoint presentation and discussed the following:

- WRIA 31 Storage Project History - used previous study information so not to re-create the wheel; looked at a wide range of storage concepts when this started
- Pre-Feasibility Study
 - Analysis of Water Demands Met w/Storage; Numerous Surface Reservoir Options Considered; Interaction with Local Stakeholders
 - Preferred Storage Alternatives
 - Alder Creek Reservoir
 - Switzler Canyon Reservoir
 - ASR in Western Horse Heaven
 - Water Storage Concept
 - Provide mitigation for new water rights; pump from Columbia River when water is available (Winter/Spring); pump into surface reservoirs; divert water from same pool or downstream; discharge equal volume of stored water from reservoir back to Columbia River
 - Final Report
- Storage Appraisal Assessment – Phase 1
 - Fatal Flaw Analysis
 - Alder Creek Reservoir (fatally flawed due to landslide hazards)
 - Switzler Reservoir (no fatal flaws identified – proceed to Phase 2)
- Storage Appraisal Assessment – Phase 2

- Project Overview; Engineering;
- Cost Estimate
 - Capital \$280 Million
 - Annual O & M + Power: \$4.5 million
 - Amortized Cost: \$430/acre-foot (cost to get water right; water delivery costs are extra)
- Allocation/Funding Concepts
- Next Steps for Switzler Reservoir
 - SEPA Scoping - Grant Application in for SEPA Scoping
 - Ancillary Tasks – Assess ASR for Horse Heaven

The Board briefly recessed, reconvening at 10:20 a.m.

Salmon Recovery – Yakima Basin & Klickitat Lead Entity

Klickitat County is the lead entity as established in 1999 and it expanded to include WRIA 31 in 2011. It includes a citizens’ review committee to evaluate and prioritize habitat projects; an adaptive management strategy and habitat work schedule; also a Klickitat technical committee to provide technical support. The primary function is evaluate and prioritize projects for grant funding through salmon recovery funding board program and to date there have been 45 projects for a total of \$7,892,073 in grant funding.

Groundwater Issues

Groundwater Management Area

Mr. Shuttleworth said the Board instructed the group to send a letter requesting to get out of the GWMA and they would be attending a meeting tomorrow to discuss this request. Commissioner Delvin commented that he received a phone call from the Department of Ecology Director to talk about that letter and he hoped to have that conversation soon to see what they had to say.

Exempt Well Issues for Single Family Dwelling

Mr. Shuttleworth said this related to the committee with Kittitas and Yakima Counties and the MOU Benton County was asked to sign. Commissioner Beaver said the County needed to implement some strategies but he was not sure the County needed to sign the Memorandum of Understanding.

Mr. Shuttleworth provided documentation on water policies for Benton County and said the Board previously reviewed water resources and policies that were adopted into the Benton County Comprehensive Plan. He said they have looked at these issues in the past and may want to consider them as it reviewed the MOU. He stated the Planning Commission looked at these issues in subdivisions and they are also looked at administratively for short plats. Additionally, when building permits for structures with potable water were submitted, they were required to complete a form entitled “water availability notification”.

Tom Tebb, Department of Ecology, said the main issue for exempt wells was that any new use of groundwater contributed to the declining water in the basin.

Commissioner Beaver said that Kittitas, Yakima, and Benton were all in this group but there were varying degrees of interest and he wanted to have conclusion about where Benton County was going with this and have some direction about what steps they would take.

Commissioner Delvin asked the Board if it wanted to say no to the MOU and state that Benton County was going to go out on its own. He said there were a lot of statements in the agreement that were not needed and he was hoping for a more generic version. Commissioner Beaver said he was in agreement with not signing the MOU.

MOTION: Commissioner Beaver moved that the Board decline to sign the MOU with Kittitas and Yakima County regarding exempt wells. Chairman Small seconded.

Discussion

Commissioner Delvin said he could do that, but wanted to continue to address the issue and move forward. Chairman Small said he agreed they should continue to work on the issue with the team and legal to see what was best for Benton County.

Upon vote, the motion carried unanimously.

The Board agreed it would work with Mike Shuttleworth and the Conservation District to work through these issues to form a plan how it would interact with the public and others and to define legal obligations. Once the information was compiled the Board would have a public meeting and workshop to continue to work through the issues.

Agency Comments

Tom Tebb, Regional Director for WA State Dept. of Ecology (Central) said he wanted to express appreciation to the County for working through the water issues. He said he wanted to clarify they were in the process of reviewing that MOU and another option they were looking at was preparing a more symbolic MOU to work these issues and that was still an option. He said the Department was disappointed that Benton County was seeking to withdraw from the GWMA. He indicated he wished the County had made it more evident there were such issues and that he was still hoping it was a possibility that Benton County remain in the group. He said the issues they faced in the Yakima Basin were difficult and the reason they were doing this was because it affected senior water rights. He said they were trying to come up with a partnership to make purchasing property a timely, affordable and effective process instead of making rules and closing the door. He said he hoped that Benton County would continue to engage in this process.

Mark Nielsen, Benton Conservation District, provide additional data showing a map of Benton County and all the wells in the Dept. of Ecology database. He said the majority of Benton County's wells were not shown; there were 1900 wells in the GWMA and 13,400 wells in Benton County (only 10%). Commissioner Delvin said that maybe an option would be to expand the GWMA and Mr. Nielsen said there was nothing that would preclude that.

John Cox, Benton County resident, thanked the Board for discussing this issue. He commented that water was one of the few natural resources and we needed to take good care of it. He asked who in the audience was there on its own dime (no hands were shown) and then said he wanted to know where the citizens were that should be involved in this; he said

he was just asking everyone to be diligent about using the rate payers money. He said the storage project was an excellent presentation and that whenever we do something that leaves a footprint, that it should be reviewed very carefully.

Commissioner Beaver stated that the Board was very sensitive to the issue of taxes, to the environment, and sensitive to Native Americans and their rights along the river and would continue to be aware of that.

There being no further business, the meeting adjourned at 11:13 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PROTECTIVE INSPECTION SERVICES FUND FUND NUMBER 0149-101,
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, Protective Inspection Services Fund (S. Brown)

Prepared by: L Smith Kelty

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Protective Inspection Services Fund

Dept Nbr: 000

Fund Name: Protective Inspection Services Fund

Fund Nbr: 0149-101

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
524.200	4180	Legal Services	\$6,917	524.200	4103	Professional Services	\$6,917
TOTAL			\$6,917	TOTAL			\$6,917

Explanation:

Line item transfer needed in order to pay the iWorQ Systems invoice per Resolution 2013 269.

Prepared by: L Smith Kelty

Date: May 21, 2013

Approved

Denied

Date: _____

Chairman

Member

Member

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:		Execute Contract	<u> x </u>
Subject:	Cerium Networks, INC., Personal Services Contract	Pass Resolution	<u> x </u>
Prepared By:	Teri Holmes	Pass Ordinance	<u> </u>
Reviewed By:	Loretta Smith Kelty	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> x </u>
		Public Hearing	<u> </u>
		1 st Discussion	<u> </u>
		2 nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

Goal 5.4 of the Information Technology Strategic Plan of 2011 "Implement Wireless Connectivity" We recognize that Benton County has an expectation for reliable wireless internet connectivity at County facilities and our existing wireless network infrastructure is limited in capacity and coverage. Requiring separate network access for every building or location makes navigation between locations cumbersome. Central Services outlined desirable goals and expectations and researched solutions. A Request for Proposal for Cloud Managed Wireless Network Solution and Mobile Device Management Control was distributed and published on March 31, 2013.

SUMMARY

Four (4) responses were received. Two responses were disqualified for failure to meet requirements. Fiberlink Communications' response only included a Mobile Device Management System and no provision for wireless access point hardware or management control. ID Consulting responded with an on-site wireless controller to manage the network. The provision for cloud based wireless network controller would be at an additional cost. Cerium Networks had the lowest quote of the two remaining responses. We would recommend entering into a Personal Services Contract with Cerium Networks, Inc., for the purchase of Meraki Wireless Access points and three year license and support.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

Amount not to exceed \$65,177.20 plus Washington State sales tax. To be paid out of Capital Fund. A future budget supplement maybe be required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING CERIUM NETWORKS INC. A BENTON COUNTY EQUIPMENT AND PERSONAL SERVICE CONTRACT FOR THE PURCHASE OF MERAKI CLOUD MANAGED ACCESS POINTS AND THREE YEAR LICENSE AND SUPPORT.

WHEREAS, Resolution 2012-677 establishes procurement policies for Benton County including services (Section 4) and information technology systems (Section 2.4); and

WHEREAS, a Request for Proposals (RFP) was published on March 31, 2013 in accordance with Section 2.4 of the procurement policies and RCW 39.42.270; and

WHEREAS, four (4) responses to the RFP were received with quotes summarized as follows (amounts shown do not include applicable taxes):

Cerium Networks, Inc	Spokane, WA	\$65,177.20
GovConnection	Rockville, MD	\$66,206.25
ID Consulting	Bosie, ID	\$54,976.00
Fiberlink Communications	Blue Bell, PA	\$30/year/device

WHEREAS, the RFP response from ID Consulting and Fiberlink Communications did not meet the RFP requirements specified in the RFP for Cloud Managed Wireless Network Access Solution and Mobile Device Management Control; and

WHEREAS, Central Services recommends the proposal from Cerium Networks, Inc., as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Benton County Equipment and Personal Services Contract with the Cerium Networks, Inc. in an amount not to exceed \$65,177.20 plus WSST, for the purchase of Meraki Wireless Access points and three year license and support; and

BE IT FURTHER RESOLVED, the term of the attached contract shall begin immediately upon both the execution of this Contract and delivery confirmation of the equipment in Exhibit B by the County, and shall expire 36 months thereafter; and

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

Orig: Central Services
cc: Auditor, Rosemary O.

Prepared by: T. Holmes

**BENTON COUNTY
EQUIPMENT AND 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 Cerium Networks Inc., with its principal offices at 1636 W. 1st Avenue, Spokane, WA 99201 (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, Request for Proposal Cloud Managed Wireless Network Access Solution and Mobile Device Management Control
- c. Exhibit B, Response to: Request for Proposal Cloud Managed Wireless Network Access Solution and Mobile Device Management Control

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon both the execution of this Contract and delivery confirmation of the equipment provided in Exhibit B by the COUNTY, and shall expire 36 months thereafter. CONTRACTOR and COUNTY mutually agree that this Contract will not include any recurring costs beyond its expiration and that any reference in Exhibit B to the contrary is null and void.

3. EQUIPMENT AND SERVICES PROVIDED

The CONTRACTOR shall provide the following equipment and services:

- a. CONTRACTOR agrees to provide 55 Meraki MR 24 Cloud Managed Access points, 55 Meraki AC Adapter MR Series for the above listed devices, and three year license and support for the above listed devices as provided in Exhibits A and B.
- b. The CONTRACTOR shall provide the above cited equipment, license and support specified in this Contract according to standard industry practice and as specified in Exhibits A and B. As CONTRACTOR represented in Exhibit B, Meraki provides 24x7 phone support for customers, lifetime hardware warranty, and firmware upgrades.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	05/21/13	Execute Contract	_____
Subject:	City of Richland Letter of Support	Pass Resolution	_____
		Pass Ordinance	_____
		Pass Motion	_____
Prepared by:	Marilu Flores	Other	XXXX
Reviewed by:	LSK	Consent Agenda	XXX
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The Commissioners' Office was contacted by the City of Richland requesting a letter of support as they prepare their proposal for the TIGER grant supporting the Duportail Bridge project. Benton County had previously sent a letter of support for the project in 2009, but the City requested a more updated letter.

SUMMARY

RECOMMENDATION

That the Commissioners sign the letter of support for the City of Richland's proposal for the TIGER grant in support of the Duportail Bridge project.

Jerome Delvin
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



May 21, 2013

Mayor John Fox, City of Richland
505 Swift Boulevard
Richland, WA 99352

Re: Duportail Bridge ~ SR240 to Queensgate

Dear Mayor Fox:

The Board of Benton County Commissioners would like to extend its support for the City's Duportail Bridge project. We praise the thorough community involvement process the City used selecting this project among others. Large infrastructure projects, such as the Duportail Bridge, represent complex decisions with far reaching consequences. It is clear to see that the City made an excellent choice in selecting this project.

The benefits that will result from completion of the bridge include congestion relief at long-standing choke points; deferral of expensive improvements to the state highway system; improved connectivity for alternative transportation modes such as pedestrians, bicycle rights and transit users; improved connectivity and access to the Yakima River greenbelt trail system; and support for commercial development in both downtown Richland and the Queensgate area. It is evident that this facility is consistent with and fulfills the transportation planning goals of the City of Richland, Benton County as well as the entire region.

Benton County fully supports the City's effort to complete this very worthwhile and vital facility as soon as possible. This will resolve long-standing and worsening traffic congestion issues that have and threaten to prevent economic development in the City.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Shon Small, Chairman

cc Benton County Administration
Cindy Johnson, Richland City Manager
Pete Rogalsky, Richland Public Works Director
Steve Becken, Benton County Public Works Manager

d. Award of Bid for Official County Newspaper to Tri City Herald

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: 05/21/2013	Execute Contract	X	Consent Agenda	X
Subject: Official County Newspaper	Pass Resolution	___	Public Hearing	___
Prepared by: C. McKenzie	Pass Ordinance	___	1st Discussion	___
Reviewed by: R. Lukson	Pass Motion	___	2nd Discussion	___
	Other	___	Other	___

BACKGROUND INFORMATION

On April 2, 2013 bids were received and opened from the Tri-City Herald and Prosser Record Bulletin for the contract for official county newspaper.

RECOMMENDATION

Authorize the contract between Benton County and Tri-City Herald for official county newspaper for the period July 1, 2013 through June 30, 2014.

FISCAL IMPACT

None

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING BID FOR CONTRACT FOR OFFICIAL COUNTY NEWSPAPER FOR THE YEAR JULY 1, 2013 THROUGH JUNE 30, 2014

WHEREAS, on April 2, 2013 bids were received and opened by the Board of Benton County Commissioners for the contract for official county newspaper commencing July 1, 2013 and ending June 30, 2014; and

WHEREAS, two bids were received as follows:

Tri City Herald, Kennewick, WA

Column-inch rate, first insertion: including online:	\$17.25 (Mon – Fri),	\$17.70 (Sat. & Sun)
Column-inch rate, subsequent insertions:	\$15.50 (Mon. – Fri),	\$15.85 (Sat. & Sun)

Prosser Record-Bulletin, Prosser, WA

Column-inch rate, first insertion: Including online:	\$6.00
Column-inch rate, subsequent insertions:	\$6.00

WHEREAS, RCW 36.72.075 states that the "county legislative authority shall let the contract to the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity"; and

WHEREAS, after consideration, the Board has determined the Tri-City Herald's circulation offers the widest publicity and publishes seven days a week, allowing more flexibility when legal notices are published;

NOW, THEREFORE, BE IT RESOLVED the Board of Benton County Commissioners hereby awards the contract for official county newspaper for July 1, 2013 through June 30, 2014, to the Tri-City Herald, Kennewick, WA, in accordance with the provisions of RCW 36.72, for the bid amount identified above and authorizes the Chairman to sign the attached contract.

Dated this day of, 2013.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT FOR OFFICIAL COUNTY NEWSPAPER

This Agreement is made by and between Benton County, a political subdivision of the State of Washington (hereafter "County"), and McClatchy Newspapers, Inc., a Washington corporation that publishes the Tri-City Herald newspaper in Kennewick, Washington (hereafter "Herald").

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.72.075, the County advertised for bid proposals from interested qualified legal newspapers to serve as the official county newspaper for the term of one year; and

WHEREAS, the Herald is a legal newspaper published in Kennewick, Benton County, Washington, by McClatchy Newspapers, Inc. which submitted a bid proposal; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. The Herald shall serve as the official newspaper of Benton County for the term of one year, beginning on July 1, 2013, and ending on June 30, 2014.

2. All county officers shall cause all legal notices and delinquent tax lists to be advertised in the Herald.

3. The Herald shall set all legal notices submitted in single column 6-point solid type unless otherwise indicated.

4. The County shall pay the Herald \$17.25 per column inch for the first insertion, including online, and \$15.50 per column inch for additional insertions for the days Monday through Friday and shall pay \$17.70 per column inch for the first insertion, including online and \$15.85 per column inch for subsequent insertions for the days Saturday through Sunday. Herald legal number and date notations on the bottom two lines shall not be included in column-inch measurements.

5. The Herald shall furnish, without further cost, the required number of Affidavits of Publication, not to exceed six, to all county officers submitting legal notices and delinquent tax

lists for publication. The affidavits shall be furnished to the officer before the date of hearing set within the legal notice.

6. The Herald shall furnish a performance bond payable to the County in the sum of Five Hundred Dollars (\$500.00), and conditioned that the Herald shall correctly and faithfully perform the covenants of this agreement.

7. The Herald warrants that it meets the qualifications of a legal newspaper as set forth under Chapter 65.16, RCW, and agrees to immediately notify the County if at anytime it ceases to meet such qualifications. In such case, the County may immediately terminate this agreement by mailing written notice.

Date: _____

Date 5-6-2013

Benton County, Washington

McClatchy Newspapers, Inc.

Chairman

By: Parker Hodge

Parker Hodge, Classified Advertising
Print Name Title manager

Attest: _____
Clerk of the Board

Approved as to form:



Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 5/21/2013	Execute Contract _____	Consent Agenda <u>X</u>
Subject: Proposal Award	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 2012-445 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 remodel of the Benton County District Court referred to as the Benton County Prosser Courthouse Tenant Improvement Project.

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 - \$99,500.00 excluding WSST
- Siefken & Sons Construction, Inc., Richland, WA – Cont. Lic. SIEFKSC198MZ - \$105,514.00 excluding WSST
- Chervenell Construction Co., Kennewick, WA – Cont. Lic. CHERVC*254KW – Did not Respond
- G2 Commercial Construction, Inc., Kennewick, WA – Cont. Lic. G2COMCC902JB - Did not respond
- R.E.A. Commercial, LLC, Kennewick, WA – Cont. Lic. REACOCL934RC – Did not respond
- Zeigler Construction, Co., Pasco, WA – Cont. Lic. ZEIGLCC066JQ – Did not respond

RECOMMENDATION

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 \$99,500.00 plus WSST as the lowest responsible bidder.

FISCAL IMPACT

This project will be paid out of the Capital Project Fund 0305101, with no supplement needed.

MOTION

Board of Benton County Commissioners hereby concurs with the recommendation and awards the construction contract for the Benton County Prosser Courthouse TI Project to BANLIN Construction, LLC, Kennewick, WA for a contract amount not to exceed \$99,500.00 plus WSST, plus the cost of the building permit; and

The Board hereby authorizes personnel to prepare the construction contract between Benton County and BANLIN, Construction, LLC to be placed on the consent agenda at a later date for the Chairman’s signature.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE CONSTRUCTION OF BENTON COUNTY PROSSER COURTHOUSE 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, per Resolution 2012-371 the Board of Commissioners authorized Design West Architects to provide an analysis, conceptual ideas, and project budgeting for the possible remodel of the Benton County District Court located at the Courthouse in Prosser, WA; and

WHEREAS, per Resolution 2012-445 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 remodel of the Benton County District Court referred to as the Benton County Prosser Courthouse 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 - \$99,500.00 excluding WSST
- Siefken & Sons Construction, Inc., Richland, WA – Cont. Lic. SIEFKSC198MZ - \$105,514.00 excluding WSST
- Chervenell Construction Co., Kennewick, WA – Cont. Lic. CHERVC*254KW – Did not Respond
- G2 Commercial Construction, Inc., Kennewick, WA – Cont. Lic. G2COMCC902JB - Did not respond
- R.E.A. Commercial, LLC, Kennewick, WA – Cont. Lic. REACOCL934RC – Did not respond
- Zeigler Construction, Co., Pasco, WA – Cont. Lic. ZEIGLCC066JQ – Did not respond

WHEREAS, the Request for Proposals were due Tuesday, May 14, 2013 @ 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 \$99,500.00 plus WSST as the lowest responsible bidder; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and awards the construction contract for the Benton County Prosser Courthouse TI Project to BANLIN Construction, LLC, Kennewick, WA for a contract amount not to exceed \$99,500.00 plus WSST, plus the cost of the building permit; and

BE IT FURTHER RESOLVED, the Board hereby authorizes personnel to prepare the construction contract between Benton County and BANLIN, Construction, LLC to be placed on the consent agenda at a later date for the Chairman's signature.

Dated this _____ day of _____, 2013

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

BASE PROPOSAL COST

LUMP SUM (excluding sales tax) \$ 99,500.00

LUMP SUM (excluding sales tax), in words
ninety nine thousand five hundred dollars

SUBMITTED ON May 14th, 2013

ALTERNATES (None)

The party by whom this Proposal is submitted and by whom the Contract will be entered into, in case this proposal is accepted, is a Corporation, Partnership, or Individual doing business at:

320 W. Columbia Dr.
(STREET)

Kennewick WA 99336
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this Proposal on behalf of the Contractor is authorized to do so.

Banlin Construction
Legal Name of Bidding Organization

[Signature]
Signature of Authorized Person

[Signature]
Partner of Firm or Official of Corporation

Owner
Title

BASE PROPOSAL COST

LUMP SUM (excluding sales tax) \$ 105,514.⁰⁰

LUMP SUM (excluding sales tax), in words
One hundred five thousand five hundred fourteen ^{00/100}
Dollars

SUBMITTED ON May 14, 2013

ALTERNATES (None)

The party by whom this Proposal is submitted and by whom the Contract will be entered into, in case this proposal is accepted, is a Corporation, Partnership, or Individual doing business at:

1305 Manfield, Suite 1
(STREET)

Richland, WA 99352
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this Proposal on behalf of the Contractor is authorized to do so.

Siefken & Sons Construction, Inc.
Legal Name of Bidding Organization

Jeffrey G. Siefken
Signature of Authorized Person

Jeffrey G. Siefken
Partner of Firm or Official of Corporation

Co-President
Title

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>5-21-13</u>	Execute Contract	<u> X </u>
Subject:	<u>Contract with</u> <u>OXARC</u>	Pass Resolution	<u> X </u>
Prepared by:	<u>J.Donley</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>K.Mercer</u>	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND / SUMMARY INFORMATION

OSHA requires all firefighting equipment to be periodically inspected and maintained in operating condition and that defective equipment shall be immediately replaced. The previous contract for services has expired and a new contract is needed in order to service the equipment at all Benton County locations.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Amount not to exceed \$20,000.00 excluding w.s.s.t (contract expires 4/30/2015)

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND OXARC, INC. TO PROVIDE FIRE EXTINGUISHER AND SUPPRESSION SERVICES, GENERAL MAINTENANCE, AND INSTALLATION AS NEEDED BY THE COUNTY AT ALL BENTON COUNTY LOCATIONS:

WHEREAS, per Benton County resolution 2012-677, "... 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 dollar (\$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"; and

WHEREAS, Benton County Facilities solicited and received the following proposals to provide fire extinguisher and suppression services, general maintenance, and installation as needed by the COUNTY at all Benton County locations :

- Oxarc, Inc. – Pasco, WA – Extinguisher Recharge \$9.50 Suppression System Service \$85.00/hr
- Fire Services, LLC – Kennewick, WA – Extinguisher Recharge \$15.00
- ABC Fire Control, Inc. – Yakima, WA – Suppression System Service \$89.00/hr

WHEREAS, the Benton County Facilities Manager reviewed the proposals and recommends awarding said services to Oxarc, Inc. Pasco, WA as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached public works contract between Benton County and Oxarc, Inc. for a contract amount not to exceed \$20,000.00; and

BE IT FURTHER RESOLVED, the contract shall begin upon execution of both parties and shall expire on April 30, 2015.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

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

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 OXARC, Inc. with its principal offices at 716 S. Oregon St., Pasco, Wa. 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution and shall expire on April 30, 2015. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide fire extinguisher and suppression services, general maintenance, and installation as needed by the COUNTY at all Benton County locations as provided in Exhibit A. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services,

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>-FAIRGROUNDS</u>
Meeting Date: 5/21/13	Execute Contract _____	Consent Agenda <u>X</u>
Subject: Professional Contact	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R Lukson	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 11-651 dated October 18, 2011 the Board of Benton County Commissioners entered into a contract with Design West Architects, PA for any anticipated (A&E) services for Benton County for a contract amount not to exceed \$200,000.

Per Resolution 2012-595 dated October 23, 2012, the Board of County Commissioners approved the First Amendment extending the blanket contract an additional year with a new termination date of December 31, 2013.

Per Resolution 2012-442 dated August 7, 2013, the Board authorized Design West Architects, PA to provide an analysis and planning resources for possible improvements at the Benton County Fairgrounds, with one of those improvements being a complete replacement of a new restroom building.

Attached is a Resolution and Professional Service Contact between Benton County and Design West Architects PA for complete architectural and engineering services including complete documentation and construction administration in the amount of \$71,700 plus all reimbursable expense billed at cost plus 15%, for the Benton County Fairgrounds Restroom Building located in Kennewick, WA.

RECOMMENDATION

The recommendation is to approve the attached Resolution and Professional Service Contract between Benton County and Design West Architects for A/E services for the Benton County Fairgrounds Restroom, with said funds being paid out of the Capital Fund 0305101.

FISCAL IMPACT

This project will be paid out of the Capital Project Fund 0305101, with no supplement needed.

MOTION

The Board of Benton County Commissioners hereby agrees with the recommendation to enter into a Professional Service Contract with Design West Architects, P.A. for architectural and engineering services including complete documentation and construction administration for the Benton County Fairgrounds Restroom Building located in Kennewick, WA for an amount not to exceed \$71,700.00, plus all reimbursable expense billed at cost plus 15%.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND DESIGN WEST ARCHITECTS, PA FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY FAIRGROUNDS RESTROOM BUILDING LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 11-651 dated October 18, 2011, the Board of Benton County Commissioners approved the contract between Benton County and Design West Architects, PA to provide "as needed" architectural and engineering services for a contract amount not to exceed \$200,000; and

WHEREAS, per Resolution 2012-595 dated October 23, 2012, the Board of County Commissioners approved the First Amendment extending the blanket contract an additional year with a new termination date of December 31, 2013; and

WHEREAS, per Resolution 2012-442 dated August 7, 2013, the Board authorized Design West Architects, PA to provide an analysis and planning resources for possible improvements at the Benton County Fairgrounds, with one of those improvements being a complete replacement of a new restroom building; and

WHEREAS, after review of the analysis, the Facilities Manager recommends moving forward with a Professional Service Contract with Design West Architects, PA for architectural and engineering services including complete documentation and construction administration for the Benton County Fairgrounds Restroom Building for an amount not to exceed \$71,700.00, plus all reimbursable expenses billed at cost plus 15%; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the recommendation to enter into a Professional Service Contract with Design West Architects, P.A. for architectural and engineering services including complete documentation and construction administration for the Benton County Fairgrounds Restroom Building located in Kennewick, WA for an amount not to exceed \$71,700.00 plus all reimbursable expense billed at cost plus 15%; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached Professional Service Contract between Benton County and Design West Architects, P.A.; and

BE IT FURTHER RESOLVED, said contract shall begin upon signature of both parties and shall terminate upon the earlier of either the Notice of Completion via Resolution or twelve (12) months after commencement.

Dated this _____ day of _____, 2013

Chairman of the Board

Member

Attest: _____
Clerk of the Board

Member

Constituting the Board of County
Commissioners of Benton County, Washington

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DESIGN WEST ARCHITECTS**, a Washington professional corporation with its principal offices at 7513 W Kennewick Ave., Suite D, 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 includes the following additional document.

- a. Exhibit "A" - Architectural Proposal dated April 12, 2013

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate upon the earlier of either (a) approval of the Notice of Completion via Resolution executed by COUNTY's Board of Commissioners, or (b) twelve (12) months after commencement of the contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to perform the following services:

- a. Provide Architectural and Engineering Services for the Benton County Fairgrounds Restroom Building located in Kennewick, WA, all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:
 - i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Section 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.
 - ii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and reach an understanding with the COUNTY of the project requirements. Based on

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FAIRGROUNDS</u>
Meeting Date: 5/21/13	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Lease Agreement	Pass Resolution <u> X </u>	Public Hearing _____
Amendment	Pass Ordinance _____	1st Discussion _____
Prepared by: L. Small	Pass Motion _____	2nd Discussion _____
Reviewed by: L. Smith Kelty	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 2013-110 dated January 29, 2013 the Board entered into a Lease Agreement with the Benton-Franklin Fair Association to provide Class C Horse Racing, State Licensed Pari-mutuel Horse racing and other Equine Training and Events located at the Benton County Fairgrounds between 02/01/2013 and 07/31/2013.

The attached First Amendment is necessary as both parties wish to modify the language in “TYPE OF EVENT” and Section “1. EVENTS” from “Class C Horse Racing, State Licensed Pari-mutuel Horse Racing and other Equine Training and Events” to “Rodeo Activities and Equine Events.

Both parties also wish to amend Section “2. Facilities Leased” to modify the language for the area being leased as further outlined in Exhibit A label DESCRIPTION – (NEW PARCEL 2); along with extending the lease agreement for an additional five (5) month period with a termination date of 12/31/2013, or until a new Lease Amendment between Benton County and the Benton-Franklin Fair Association for the Benton County Fairgrounds has been ratified, whichever comes first.

Both parties also agree to replace Exhibit A in its entirety for the purpose of revising the fee schedule, extending the event dates, and including the language for the legal description titled DESCRIPTION – (New Parcel 2) of the area being leased.

RECOMMENDATION

The recommendation is to approve the attached First Amendment to the Lease Agreement between Benton County and Benton-Franklin Fair Association.

FISCAL IMPACT

MOTION

The Board of Benton County Commissioners hereby approves the attached First Lease Agreement Amendment between Benton County and Benton-Franklin Fair Association.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE FIRST LEASE AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND THE BENTON-FRANKLIN FAIR ASSOCIATION RELATING TO THE BENTON COUNTY FAIRGROUNDS

WHEREAS, as per Resolution 2013-110 dated January 29, 2013 the Board entered into a Lease Agreement with the Benton-Franklin Fair Association to provide Class C Horse Racing, State Licensed Pari-mutuel Horse racing and other Equine Training and Events located at the Benton County Fairgrounds between 02/01/2013 and 07/31/2013; and

WHEREAS, this First Amendment is necessary as both parties wish to modify the language in "TYPE OF EVENT" and Section "1. EVENTS" from "Class C Horse Racing, State Licensed Pari-mutuel Horse Racing and other Equine Training and Events" to "Rodeo Activities and Equine Events"; and

WHEREAS, both parties also wish to amend Section "2. Facilities Leased" to modify the language for the area being leased as further outlined in Exhibit A label DESCRIPTION – (NEW PARCEL 2); and

WHEREAS, the Benton-Franklin Fair Association would like to schedule additional events after 7/31/2013; therefore, both parties wish to extend the Lease Agreement for an additional five (5) month period with a termination date of 12/31/2013, or until a new Lease Amendment between Benton County and the Benton-Franklin Fair Association for the Benton County Fairgrounds has been ratified, whichever comes first; and

WHEREAS, both parties also agree to replace Exhibit A in its entirety for the purpose of revising the fee schedule, extending the event dates, and including the language for the legal description titled DESCRIPTION – (New Parcel 2) of the area being leased; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, WA hereby approves the attached First Lease Agreement Amendment between Benton County and Benton-Franklin Fair Association with amendments to "TYPE OF EVENT:", Sections "1. EVENTS" and "2. Facilities Leased", and replacing Exhibit A in its entirety; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the First Lease Agreement Amendment attached hereto between Benton County and the Benton-Franklin Fair Association.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

FIRST LEASE AGREEMENT AMENDMENT

THIS FIRST LEASE AGREEMENT AMENDMENT (“FIRST AMENDMENT”) made and entered into this _____ day of May, 2013 by and between BENTON COUNTY, WASHINGTON hereinafter called “LESSOR” and BENTON-FRANKLIN FAIR ASSOCIATION, 1500 South Oak St., Kennewick, WA 99337, hereinafter called “LESSEE”

The parties entered into a lease agreement per Resolution 2013-110, dated January 29, 2013 (the “AGREEMENT”) to provide Class C Horse Racing, State Licensed Pari-mutuel Horse racing and other Equine Training and Events located at the Benton County Fairgrounds; and

WHEREAS, the “AGREEMENT” provided that it is entered into effective upon the signature of both parties, and LESSEE agrees to lease the buildings, grounds, equipment and services as specified to hold the EVENT between 02/01/2013 and 7/31/2013; and

WHEREAS, this “FIRST AMENDMENT” is necessary as both parties wish to amend the language in “TYPE OF EVENT” and “Section 1. EVENTS” of the AGREEMENT regarding the type of events to be held; and

WHEREAS, both parties also wish to amend Section “2. Facilities Leased” to modify the language for the area being leased as further outlined in Exhibit A label DESCRIPTION – (NEW PARCEL 2); and

WHEREAS, the LESSEE would like to schedule additional events after 7/31/2013; therefore, both parties wish to extend the “AGREEMENT” for an additional five (5) month period with an end date of 12/31/2013, or until a new Lease Amendment between Benton County and the Benton-Franklin Fair Association for the Benton County Fairgrounds has been ratified, whichever comes first; and

WHEREAS, both parties also agree to replace Exhibit A in its entirety for the purpose of revising the fee schedule, extending the event dates, and including the language for the legal description – (New Parcel 2).

The parties agree that all provisions of the LEASE AGREEMENT remain in effect except “TYPE OF EVENT”, Sections “1. EVENT” and “2. FACILITIES LEASED”, and EXHIBIT A which by way of this FIRST AMENDMENT, shall be replaced in its entirety with the following:

TYPE OF EVENT: Rodeo Activities and Equine Events

1. EVENT

Holding rodeo activities and equine events, hereafter referred to as the EVENT.

2. FACILITIES LEASED

LESSEE agrees to lease that portion of real property that is commonly referred to as the Benton County Fairgrounds and is legally described in Exhibit A labeled

DESCRIPTION – (NEW PARCEL 2) attached hereto to hold the EVENT **starting 2/01/2013 through 12/31/2013, or a new Lease Amendment between Benton County and the Benton-Franklin Fair Association for the Benton County Fairgrounds has been ratified, whichever comes first.** LESSEE WARRANTS THAT THE FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY AND IN SUPPORT OF THE EVENT.

EXHIBIT A

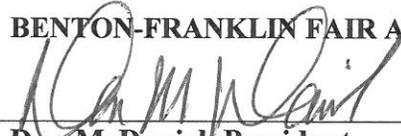
Replace in its entirety with Exhibit A attached hereto.

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

BENTON COUNTY

Shon Small, Chairman

BENTON-FRANKLIN FAIR ASSOCIATION



Dan McDaniel, President

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>		
<p>Meeting Date:</p> <p>Subject: <u>First Amendment to Agreement #11/13-SA-CDHS-00 between Benton and Franklin Counties Department of Human Services and Comprehensive/Dependency Health Services</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Amendment <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>		<p>Consent Agenda <u> X </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently contracts with Comprehensive/Dependency Health Services to provide substance abuse treatment services to low income and Title 19 clients.

The purpose of this First Amendment is to amend the Agreement to add Section 4.9, Youth Outpatient Services and Section 4.10, Guiding Principles for Youth Services, and to extend the current underlying Agreement seven months.

SUMMARY

Award: Remains at Fee-For-Service
Period: April 1, 2013 through February 1, 2014
Funding Source: Division of Behavioral Health and Recovery

COORDINATION

Ryan Lukson, BCPA
 Ryan Verhulp, FCPC- Agreed review performed by Benton County
 Ed Thornbrugh, BFDHS
 Joel Chavez, BFDHS

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the 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, for a consideration amount that remains at Fee-For-Service.

MOTION

To approve signing a First Amendment to Agreement #11/13-SA-CDHS-00 with Comprehensive/Dependency Health Services, and to authorize the Chair to sign of behalf of the Board.

 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO AGREEMENT #11/13-SA-CDHS-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND COMPREHENSIVE/DEPENDENCY HEALTH SERVICES, APPROVED BY BENTON COUNTY RESOLUTION NO. 2012-653, AND FRANKLIN COUNTY RESOLUTION NO. 2012-380

WHEREAS, Benton and Franklin Counties Department of Human Services currently contracts with Comprehensive/Dependency Health Services to provide substance abuse treatment services to low income and Title 19 clients; and

WHEREAS, the purpose of this First Amendment is to amend the Agreement to add Section 4.9, Youth Outpatient Services and Section 4.10, Guiding Principles for Youth Services, and to extend the current underlying Agreement seven months; NOW, THEREFORE,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accepts the proposed First Amendment; 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, a First Amendment to Agreement #11/13-SA-CDHS-00 between Benton and Franklin Counties Department of Human Services and Comprehensive/Dependency Health Services, to amend the Agreement to add Section 4.9, Youth Outpatient Services and Section 4.10, Guiding Principles for Youth Services, and extend the Agreement End Date of the underlying Agreement seven months, for a consideration amount that remains at Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment commences on April 1, 2013 and shall expire on February 14, 2014.

Dated this.....day of, 2013

Dated this.....day of, 2013

Chairman of Board

Chairman of Board

Member

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Member

Constituting the Board of County
Commissioners of Franklin County, Washington

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
First Amendment to Agreement #11/13-SA-CDHS-00**

This First Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Comprehensive/Dependency Health Services**, a not-for-profit health care provider, with its principal offices at 402 South 4th Avenue, Yakima, WA 98902 (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: Edward.Thornbrugh@co.benton.wa.us

Contractor Contact Information:

Rick Weaver, CEO
Comprehensive/Dependency Health Services
402 South 4th Avenue
Yakima, WA 98902
Phone: 509-248-1200
E-Mail: rweaver@cwcmh.org

Is the Contractor a subrecipient for purposes of this Agreement Yes

CFDA Number (Federal Block Grant Funding) #93.959

Title: Block Grants for Prevention and Treatment of Substance Abuse
Name of Grant: Substance Abuse Prevention and Treatment (SAPT) Block Grant
Grantor: DSHS Division of Behavioral Health and Recovery (DBHR)

Amendment Start Date April 1, 2013

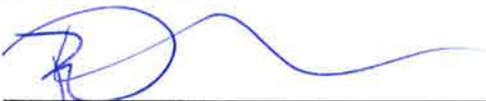
Amendment End Date (unless terminated sooner as set forth herein this Agreement) February 1, 2014

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

Consideration Fee-For-Service

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

For the Contractor:



Title: CEO Date: 5/6/2013

For Benton County

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County

Franklin County Commissioners Date

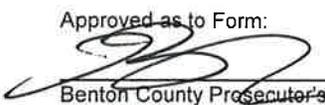
Attest: Clerk of the Board

Approved as to Content:



Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

Approved as to Form:

Agreed review performed by Benton County
Franklin County Prosecutor's Office

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 05/21/2013 F/C 05/29/2013	Executive Contract XX	PUBLIC HEARING
SUBJECT: Public Works Contract Amendment # 1 with The Personal Touch Cleaning, Inc.	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Toni Lehman	Pass Motion	2 nd DISCUSSION
Reviewed By: Darryl Banks	Other	OTHER

BACKGROUND INFORMATION

The Personal Touch Cleaning, Inc. currently has a contract with the Benton-Franklin Counties Juvenile Justice Center. The contract is due to expire on June 30, 2013.

SUMMARY

The Contract Amendment # 1 extends the contract through September 30, 2013. The amendment # 1 allows additional time for the Request for Proposal process to take place.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the public works contract amendment # 1 between The Personal Touch Cleaning, Inc., and Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

Coordination of the contract amendment occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Georgia Bruce, The Personal Touch Cleaning, Inc., and Darryl Banks, Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The amount is not to exceed \$39,500.00 excluding W.S.S.T. to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental needed.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the public works contract amendment # 1 with The Personal Touch Cleaning, Inc.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE PERSONAL TOUCH CLEANING, INC., THE PUBLIC WORKS CONTRACT AMENDMENT #1 FOR JANITORIAL SERVICES OF THE BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION

WHEREAS, Benton and Franklin Counties had a contract with The Personal Touch Cleaning, Inc. from August 1, 2012 through June 30, 2013 via Benton County Resolution 2012 346 executed on June 26, 2012 and Franklin County Resolution 2012-225 executed on July 11, 2012;

WHEREAS, the Juvenile Administrator recommends extending the contract to September 30, 2013 in order to allow the Request for Proposal process to occur; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby awards the public works contract amendment # 1 to The Personal Touch Cleaning, Inc., in an amount not to exceed \$39,500.00

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached public works contract amendment # 1; and

BE IT FURTHER RESOLVED, the term of the attached contract amendment commences August 1, 2012 and expires on September 30, 2013.

DATED this 21st day of May 2013
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of May 2013
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JOSEPH R. SCHNEIDER
JERRI G. POTTS
JACQUELINE STAM
Court Commissioners

PUBLIC WORKS CONTRACT AMENDMENT # 1

This Contract Amendment 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 Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and The Personal Touch Cleaning, Inc., with its principal offices located at the 6855 W. Clearwater Suite L, Kennewick, WA 99336 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2012 346 and executed on June 26, 2012, and Franklin County Resolution No. 2012 225 and executed on July 11, 2012 (the "Contract"), the parties agree to replace Section 2 of the Contract with the following:

2. DURATION OF CONTRACT

The term of the Contract shall begin fifteen days following the date last executed by the Counties in the Contract and shall expire on September 30, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

This Amendment shall be effective upon execution by the parties.

The Personal Touch Cleaning, Inc.	Benton Franklin Counties Juvenile Justice Center
 4/29/13 Georgia Bruce Date	 5/1/13 Darryl Banks Date
BENTON COUNTY APPROVAL Approved as to Form:  04/19/13 Stephen Hallstrom, Deputy Prosecuting Attorney Date	FRANKLIN COUNTY APPROVAL Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Shon Small</u> Title: <u>Chairman, Board of Commissioners</u>	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
Requested meeting date: May 21, 2013 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty	

BACKGROUND INFORMATION

State of Washington v. Grant Scantling, 13-1-00336-1, was filed earlier this year in Benton County Superior Court as an Aggravated Murder case. Attorneys Alex Sheridan and Scott Johnson were assigned to the case through this office. Since the death penalty is a theoretical possibility in every Aggravated Murder case, the court ordered that, until the death penalty is declined by the prosecution, an attorney qualified, through the Washington State Supreme Court, to provide defense services on death penalty cases, be associated with the case.

Attorney Michael Iaria agreed to be associated with the case until such time as the death penalty was declined in the case, and agreed to charge a rate which is reasonable for a death penalty qualified attorney in a public defense case. The death penalty was recently declined in this case, and therefore attorney Iaria's services are no longer needed. He has provided a final bill in the amount of \$920.

SUMMARY

Request execution of resolution directing payment of attorney Michael Iaria's invoice dated April 26, 2013, for limited services rendered in *State of Washington v. Grant Scantling*, 13-1-00336-1.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

Fiscal impact of \$920 is anticipated, payable using budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY MICHAEL IARIA FOR PUBLIC DEFENSE SERVICES RENDERED IN THE AGGRAVATED MURDER CASE OF STATE OF WASHINGTON V. GRANT SCANTLING, 13-1-00336-1

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

WHEREAS, the case of State of Washington v. Grant Scantling, 13-1-00336-1, (“The Case”) was filed in Benton County Superior Court as an Aggravated Murder case; and

WHEREAS, despite the fact that two public defenders were already initially assigned to The Case, the filing of the case as an Aggravated Murder case required the association of an attorney approved by the Washington State Supreme Court as “death penalty qualified” until such time as the death penalty is no longer an option in the case ; and

WHEREAS, attorney Iaria is a death penalty qualified attorney and agreed to be associated to The Case on a consulting basis until the death penalty decision was made; and

WHEREAS, the possibility for the death penalty in The Case has since been eliminated and therefore the services of attorney Iaria are no longer needed; and

WHEREAS, it is appropriate to compensate attorney Iaria in the amount of \$920 for the services he rendered in consulting for the local public defense team on The Case;

NOW THEREFORE, BE IT RESOLVED THAT attorney Michael Iaria be compensated in the amount of \$920 for professional services rendered in the case of *State v Washington v. Grant Scantling*, 13-1-00336-1.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

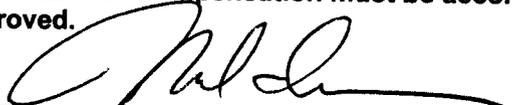
**Member
Constituting the Board of County
Commissioners, Benton County
Washington**

Attest:
Clerk of the Board

UNIFORM CLAIM FOR COMPENSATION – LEGAL SERVICES

Attorney of Record MICHAEL IARIA		Contract No. (please contact us if you do not have a contract no. – <u>this is required</u>) BCCL300MPI001M	
Case Name (if applicable) state v. scuntling		Court: <input checked="" type="checkbox"/> Benton Superior <input type="checkbox"/> Franklin Superior <input type="checkbox"/> Benton District <input type="checkbox"/> Franklin District <input type="checkbox"/> BF Juvenile	Case Number (if applicable) 13-1-00336-1 <input type="checkbox"/> Sealed
Claim for compensation for: <input type="checkbox"/> Homicide case (part of panel contract) <input checked="" type="checkbox"/> Homicide case (separate contract for this case) <input type="checkbox"/> Other approved per hour case <input type="checkbox"/> Approved compensation for over cap <input type="checkbox"/> Trial per diem (trial dates: _____) <input type="checkbox"/> Separate contract for coverage <input type="checkbox"/> RALJ Appeal <input type="checkbox"/> Truancy board coverage <input type="checkbox"/> Truancy docket		Maximum authorized amount for case or contract (if applicable) _____ Amounts previously paid out of maximum (if applicable) _____ Amount being requested in this Claim for Compensation \$920.-	Tracking No. (Office use only) <div style="text-align: center;">  </div>

I hereby certify under penalty of perjury as provided for by the laws of the State of Washington that:
 - pursuant to the terms of the contract referenced above, I am entitled to the amount of compensation claimed above;
 - the attached detailed billing statement is true and accurate to the best of my knowledge;
This Claim for Compensation must be accompanied by a detailed itemized statement in order for payment to be approved.

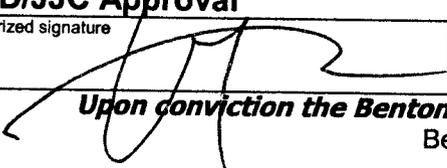


 Attorney of Record

4/29/13

 Date

To the Benton or Franklin County Auditor – You are hereby requested to disburse the amount stated in the shaded box below directly to the attorney of record identified above.

OPD/JJC Approval		Amount: \$920.00	
Authorized signature 		Date 5/3/13	

Upon conviction the Benton County Clerk may assess these costs directly upon defendant
 Benton & Franklin Office of Public Defense
 7122 W Okanogan Pl, Bldg A
 Kennewick, WA 99336
 Tel: (509) 222-3700 Email: opd@co.benton.wa.us

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

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

Requested meeting date: April 30, 2013
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

In 2012 Benton County contract with attorney Trinity Orosco, among others, to provide District Court defense services. At the end of 2012, Trinity Orosco submitted a claim for 10 cases that were in excess of her contractual case cap of 390 cases. A routine audit of the cases including comparison with OPD's in-house database and court records, confirmed that the cases were assigned to attorney Orosco. Subsequently, Resolution 2013-203 was approved, compensating attorney Orosco for these overage cases. After Resolution 2013-2013 was approved, and before the compensation was issued, another routine audit of caseloads revealed that, in light of attorney Orosco's change of assignment (to the in-custody team) 9 of the 10 cases that were originally believed to be excess cases were actually eventually handled by other contract defense attorneys. As such, attorney Orosco was not eligible for compensation for these 9 cases and should only be compensated for 1 overage case.

SUMMARY

Request execution of resolution rescinding Resolution 2013-2013, and compensating attorney Orosco for only one (1) overage case for 2012 instead.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

No fiscal impact beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 2013-203 COMPENSATING ATTORNEY TRINITY OROSCO FOR (10) CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2012 AND, INSTEAD, ONLY COMPENSATING HER FOR ONE (1) SUCH CASE

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

WHEREAS, previously, by way of Resolution 2013-203, Benton County Office of Public Defense (“OPD”) requested that payment for 10 cases reported by attorney Trinity Orosco, and verified using court records, as being in excess of attorney Orosco’s 2012 contractual caseload cap, be made; and

WHEREAS, a subsequent routine audit of the cases determined that 9 of the 10 cases previously approved for over-cap compensation were transferred to another attorney when attorney Orosco was given a new District Court assignment and therefore attorney Orosco is not entitled to compensation for those 9 cases; and

WHEREAS, it is therefore only appropriate to compensate attorney Orosco for 1 additional case at the rate of \$168.30 per case;

NOW THEREFORE, BE IT RESOLVED THAT Resolution 2013-203 be rescinded, and that attorney Trinity Orosco be compensated in the amount of \$168.30 for the one case she has claimed (and for which she is entitled to compensation) in excess of her 2012 contractual case cap, for a total compensation of \$168.30.

Dated this day of , 20

Chairman of the Board

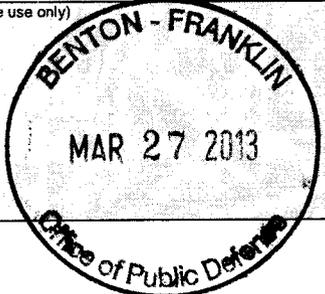
Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**Benton & Franklin Counties Office of Public Defense
Uniform Claim for Compensation**

Name of service provider (please specify corporate/LLC/partnership names exactly as registered to ensure prompt payment by the Auditor's Office)		
Trinity ODSLO		
Case Name	Case Number	Attorney of Record (printed name)
2012 Overage	St v. Savana Rogers 22000 Tule	Trinity ODSLO
Court:	<input type="checkbox"/> Sealed <input type="checkbox"/> Homicide	
<input checked="" type="checkbox"/> Benton <input type="checkbox"/> Franklin		
Type of service utilized	Originally approved amount & tracking number of authorization	Tracking No. (Office use only)
<input type="checkbox"/> Investigator <input type="checkbox"/> Expert (specify) <input type="checkbox"/> Misc expenses (specify)	\$ 1168.30	
Overage	Amounts previously paid out of same authorization 0	
	Amount being requested in this Claim for Compensation	
	\$ 1168.30	



I hereby certify under penalty of perjury as provided for by the laws of the State of Washington that:

- the services described above were rendered by the organization referenced above
- the services were rendered on behalf of the stated defendant
- the amount being requested in this Claim for Compensation has not been paid to the service provider from any other source
- the detailed itemized statement is true and accurate to the best of my knowledge

This Claim for Compensation must be accompanied by a detailed itemized statement in order for payment to be approved.

[Signature]
Attorney of Record or
Service provider

3/26/13
Date

To the Benton or Franklin County Auditor – You are hereby requested to disburse the amount stated in the shaded box below directly to the service provider identified above.

OPD Approval	Amount: \$ 1168.30
Authorized signature	Date
<u>[Signature]</u>	4/10/13

Upon conviction the Benton County Clerk may assess these costs directly upon defendant.

Benton & Franklin Office of Public Defense
7122 W Okanogan Pl, Bldg A
Kennewick, WA 99336
Tel: (509) 222-3700 Email: opd@co.benton.wa.us

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/21/2013</u>	Execute Contract	<u> x </u>
Subject: <u>Trainer</u>	Pass Resolution	<u> </u>
	Pass Ordinance	<u> </u>
Prepared by: <u>B.Perry</u>	Pass Motion	<u> </u>
Reviewed by: <u>M.Wenner</u>	Other	<u> </u>
	Consent Agenda	<u> x </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

Training on the topic of "Conflict Resolution" has been requested, and the Risk Manager would like to provide this training in two sessions in the month of June and make the training available to any employees or managers interested in attending. The Auditor and the Assessor have also requested training for "Customer Service" during their Columbus Day staff training. Both topics are being presented by Ms. Connie Poulsen, who is knowledgeable in the areas of "Conflict Resolution" and "Customer Service", and has agreed to provide the trainings on the following dates:

Conflict Resolution	6.14.2013	(2 Sessions)
Customer Service	10.14.2013	(2 Sessions)

SUMMARY

Trainer contract with Connie Poulsen to deliver training on "Conflict Resolution" and for "Customer Service".

RECOMMENDATION

Recommend approval of Trainer contract with Connie Poulsen.

FISCAL IMPACT

Not to exceed \$3000 including W.S.S.T. Paid for from Insurance Management Professional Services 0504101.000.00000.518.610.4103

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO A CONTRACT FOR TRAINING SERVICES PROVIDED BY CONNIE POULSEN.

WHEREAS, resolution 2012-667 states “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.”; and

WHEREAS, the terms “service contract” and “trainer contract” are to be used synonymously for consistency within this resolution and corresponding contract; and

WHEREAS, skills in conflict resolution and customer service benefit employees of Benton County; and

WHEREAS, the Risk Manager would like to provide training on “Conflict Resolution” to all employees interested in attending on June 14th, 2013, and “Customer Service” for the Auditor’s and the Assessor’s Office on October 14th, 2013; and

WHEREAS, Connie Poulsen is qualified and competent to provide training to county officers and employees in subjects relating to both conflict resolution and customer service; and

WHEREAS, the Risk Manager recommends entering into a training contract with Connie Poulsen to provide training on “Conflict Resolution” for the benefit of all employees interested in attending training; and “Customer Service” for the benefit of the Auditor’s and the Assessor’s Offices on Columbus Day; and

WHEREAS, the contract amount shall not exceed \$3,000 including W.S.S.T; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Risk Manager’s recommendation and hereby awards the trainer contract to Connie Poulsen in an amount not to exceed \$3,000 and the duration of the contract shall start on May 21, 2013 and expire on December 31, 2013 or after the completion of all courses.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

BENTON COUNTY TRAINER CONTRACT

Benton County ("COUNTY"), by and through the Benton County Personnel Department, and Connie Poulsen ("TRAINER"), agree that the TRAINER will furnish services for the COUNTY. It is understood and agreed that the TRAINER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services that TRAINER understands and believes the services are being performed upon the following terms and conditions:

TITLES OF PRESENTATIONS: Conflict Resolution
Customer Service

MAXIMUM NOT TO EXCEED: \$2000 for two classes on Conflict Resolution
\$1000 for two classes on Customer Service

DATE(S) OF PRESENTATION: Conflict resolution (2 classes) – June 14, 2013
Customer Service (2 Classes) – October 14, 2013

DURATION OF CONTRACT: Expires December 31, 2013 or after the completion of all courses.

INDEPENDENT CONTRACTOR: The parties agree that TRAINER is an independent contractor, and not an employee nor agent of Benton County. TRAINER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that TRAINER is an employee or agent of Benton County.

LIABILITY COVERAGE: The TRAINER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the TRAINER pursuant to this contract.

TERMINATION OF CONTRACT: The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

DATE: April 30, 2013

TRAINER

APPROVED FOR BENTON COUNTY



Department Head

TRAINER'S Signature

Connie Poulsen

Chairman of the Board of Benton County Commissioners

Print name

403 Lokaview Dr.



Mailing Address

(Approved as to form by the Benton County
Prosecuting Attorney's Office)

Siquin, WA 98382

City, State & Zip (Print)

(360) 477-2559

Day Phone

Home Phone

All information must be completed for contract to be valid.

CC: Personnel, Auditor, R. Ozuna

n. Settlement Agreement w/The Confederated Tribes and Bands of the Yakama Nation

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	May 21, 2013	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	Yakama Settlement	Pass Resolution	<u> X </u>	Public Hearing	_____
Prepared by:	Stephen Hallstrom	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:		Pass Motion	_____	2nd Discussion	_____
		Other	<u> X </u>	Other	_____

BACKGROUND INFORMATION: Benton County was named as a co-defendant in litigation in Federal Court involving Federal defendants and others, due to the fact that pursuant to contract, the Sheriff assigned a deputy to the US Marshals task force. The US Marshals (including the deputy) assisted the FBI with the execution of search warrants on the Yakama Reservation, pursuant to warrants issued by the Federal Court. The Yakama aver the execution of the warrants over two years ago, was an unlawful trespass

SUMMARY : See above.

RECOMMENDATION: Approve a Settlement Agreement between Benton County and the Confederated Tribes and Bands of the Yakama Nation, a federally recognized Indian Tribal Government and as *parens patriae* on behalf of the enrolled members of the Confederated Tribes and Bands of the Yakama Nation.

FISCAL IMPACT: None

MOTION: Move to approve the resolution before Board of County Commissioners to settle litigation in Yakima v. Holder, et al.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE SETTLEMENT AGREEMENT BY AND BETWEEN THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION, A FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENT AND AS *PARENS PATRIAE* ON BEHALF OF THE ENROLLED MEMBERS OF THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION, AND BENTON COUNTY.

WHEREAS, the Prosecuting Attorney's Office has reviewed the proposed settlement agreement in the Federal action. The proposed settlement agreement does not require Benton County to admit fault, nor is Benton County required to contribute to damage, or attorney fees and costs of plaintiffs; and

WHEREAS, the Board of County Commissioners have reviewed the recommendation of the Prosecuting Attorney's Office and finds the recommendation to be justified by the facts and applicable law; and

WHEREAS, Benton County and Confederated Tribes and Bands of the Yakama Nation (Yakama) desire to enter into the settlement agreement to avoid costly and lengthy litigation and to settle and compromise any and all claims and disputes of any kind or nature between the parties; and

WHEREAS, the Board of County Commissioners finds a settlement agreement with the Yakama plaintiffs to be appropriate.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Benton County hereby approve the Settlement Agreement and are authorized to sign the same corporately, or so authorize the Chair to sign the Settlement Agreement.

DATED this _____ day of May, 2013.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Confederated Tribes and Bands of the Yakama Nation, a federally-recognized Indian tribal government and as *parens patriae* on behalf of the Enrolled Members of the Confederated Tribes and Bands of the Yakama Nation, ("Yakama Nation"), and the County of Marshall, Mississippi, the City of Tupelo, Mississippi, the County of Roanoke, Virginia, the City of Martinsville, Virginia, the Town of Vinton, Virginia, and the County of Benton, Washington ("Settling Defendants) (singularly "Party"; collectively "the Parties"), relating to matters alleged in *Confederated Tribes and Bands of the Yakama Nation v. Eric Holder, et al.*, a lawsuit pending in U.S. District Court for the Eastern District of Washington under Cause No. CV-11-3028-RMP ("the Lawsuit"). This Agreement shall become effective upon the final signature by the Parties at bottom, the date of that final signature shall be the "Effective Date" of this Agreement.

RECITALS

In June 2011, the Yakama Nation initiated the Lawsuit against each of the Settling Defendants and various federal law enforcement agencies and employees thereof ("Federal Defendants"), in relation to a federal law enforcement entry upon Yakama Reservation trust lands on February 16, 2011 ("the Entry").

The Parties wish to avoid costly and lengthy litigation and to settle and compromise any and all claims and disputes of any kind or nature whatsoever between the Parties, relating to the Entry.

The Parties enter into this Agreement without admitting any liability. This Agreement shall not be construed as an admission of any wrongdoing, liability, any fact, or evidence of such, or admission of any violation of law by any of the Parties.

By entering into this Agreement, no Party is making any concessions about its rights, powers, authorities, or responsibilities, or otherwise expressing any conclusions about the sovereignty, Treaty-interpretation, constitutional, or other legal issues in the Lawsuit involving the Parties to this Agreement or other individuals and entities.

By virtue of this Agreement, the Yakama Nation does not waive, alter, or otherwise diminish the rights, privileges, remedies, authority, or services guaranteed by the Treaty With The Yakama. 12 Stat. 951 (1859). Nor does the Yakama Nation waive, alter or otherwise diminish its Sovereign Immunity, whether expressed or implied, by virtue of this Agreement or any action that may arise directly or indirectly from the same.

AGREEMENT

Based upon the foregoing, and in consideration for each and every term of this Agreement, including the above Recitals, the Parties agree as follows:

1. The Parties hereby settle and release all claims against one another. The Parties hereby fully release any and all existing or previously existing claims and disputes of any kind or nature whatsoever, against each other and any Party's present and former officers, employees, agents, and law enforcement officers (whether federally deputized or not), as well as any Party's insurance carrier (collectively "Released Parties") – whether such claims or disputes are known or unknown, asserted or unasserted, and which related to the Entry (the "Released Claims").

2. The Plaintiff, Yakama Nation, agrees that it will not reinitiate any lawsuit, claim or legal action against Released Parties related to the Entry or to any and all allegations and claims set forth in the Complaint and Amended Complaints filed in United States District Court, Eastern District of Washington, Case No. CV-11-3028-RMP. Notwithstanding the foregoing, if any Released Party infringes upon or threatens Yakama territory, jurisdiction, or rights, nothing in this Agreement shall prevent Yakama Nation or any other injured person from bringing any suit, claim or legal action to protect its rights. The Yakama Nation shall dismiss its claims, Complaints and Amended Complaints against the Settling Defendants without prejudice and without costs, attorneys' fees or expenses to any Party, by stipulating to and filing Joint Motion To Dismiss papers within seven (7) business days of the Effective Date. Said Joint Motion and Order shall provide:

Plaintiff and Defendants the County of Marshall, the City of Tupelo, Mississippi, the County of Roanoke, the City of Martinsville, the Town of Vinton, Virginia, and the County of Benton, Washington, jointly move for an order dismissing Plaintiffs' claims against each other, only, without prejudice and without fees or costs to any Party.

The Parties to this joint motion have reached a compromise and wish to dismiss all claims against each other, without prejudice, and without fees or costs to any party.

A proposed Order is filed herewith.

3. The Settling Defendants shall not enter upon Yakama Indian Country (as defined by 18 U.S.C. 1151 and related federal and state law) without compliance with applicable federal, tribal, and state law and applicable treaties. Notwithstanding the foregoing, the Settling Defendants shall make all reasonable efforts to seek and obtain advance permission, if required by applicable federal, tribal and state law and applicable Treaties, should they wish to enter upon Yakama Indian Country.

4. This Agreement shall be binding and inure to the benefit of the Parties and the Parties' respective legal representatives, heirs, successors, assigns, employees, agents, and law enforcement officers (whether federally deputized or not). No other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

5. Neither this Agreement or any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by all of the Parties hereto. This Agreement may be signed in counterparts. For all purposes, a facsimile or email copy of a signature shall be deemed and given the same force and effect as an original manual signature. Each Party shall take any and all reasonable steps and execute, acknowledge and deliver any and all further documents that any other Party may reasonably request to effectuate the intent and purposes of this Agreement.

6. This Agreement contains the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. The above recitals are hereby made a part of this Agreement. This Agreement shall be deemed to have been drafted by all the Parties hereto, since all Parties were assisted by their counsel in reviewing and consenting to this Agreement, and no ambiguity shall be resolved against any party by virtue of its participation in the drafting of this Agreement.

7. Each Party has the full right and actual authority to enter into this Agreement.

Confederated Tribes and Bands
of the Yakama Nation

County of Marshall, Mississippi

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

City of Tupelo, Mississippi

County of Roanoke, Virginia

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

City of Martinsville, Virginia

Town of Vinton, Virginia

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

County of Benton, Washington

By: _____

Its: _____

Date: _____

RESOLUTION NO. _____

County _____
 Arterial Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
 IN THE MATTER OF COUNTY ROADS, RE: NINE CANYON ROAD PHASE 2

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to proceed in gathering the information between Beck and Mills Roads necessary to prepare plans specifications, and establish the right of way necessary to reconstruct Nine Canyon Road Phase 2.

Length of Project: 2.65 ± miles; Width of Roadbed: 38 ft.; Surface: 28 ft.; Pavement: 28 ft.
 Type and depth of surfacing: Hot Mix Asphalt / (0.30 feet)
 Bridge ___ Irrigation Crossing: Length ___ ft.; Width ___ ft.
 Estimated date of beginning: June 1, 2009; Estimated date of completion: September 30, 2014

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

	<u>County Road Fund</u>	<u>Rural Arterial Program Funds</u>		<u>Total</u>
Prelim. Engineering	<u>10,000.00</u>	<u>90,000.00</u>		<u>100,000.00</u>
Right-of-Way	<u>15,000.00</u>	<u>135,000.00</u>		<u>150,000.00</u>
Mat. from Stkple				<u>0.00</u>
Day Labor				<u>0.00</u>
Contract				<u>0.00</u>
Const. Engr.				<u>0.00</u>
Contingencies				<u>0.00</u>
Total	<u>25,000.00</u>	<u>225,000.00</u>	<u>0.00</u>	<u>250,000.00</u>

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

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

ADOPTED this 21st day of May, 2013.

(SEAL)

Attest:

 Clerk of the Board

 Chairman

 Chairman Pro-Tem

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

L. Moser

RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY ROADS, RE: NINE CANYON ROAD PHASE 3

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to proceed in gathering the information between Coffin and Beck Roads necessary to prepare plans specifications, and establish the right of way necessary to reconstruct Nine Canyon Road Phase 3.

Length of Project: 2.96 ± miles; Width of Roadbed: 38 ft.; Surface: 28 ft.; Pavement: 28 ft.
Type and depth of surfacing: Hot Mix Asphalt / (0.30 feet)
Bridge ___ Irrigation Crossing: Length ___ ft.; Width ___ ft.
Estimated date of beginning: July 10, 2012; Estimated date of completion: September 30, 2016

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

	<u>County Road Fund</u>	<u>Rural Arterial Program Funds</u>		<u>Total</u>
Prelim. Engineering	<u>17,500.00</u>	<u>157,500.00</u>		<u>175,000.00</u>
Right-of-Way	<u>17,500.00</u>	<u>157,500.00</u>		<u>175,000.00</u>
Mat. from Stkple				<u>0.00</u>
Day Labor				<u>0.00</u>
Contract				<u>0.00</u>
Const. Engr.				<u>0.00</u>
Contingencies				<u>0.00</u>
Total	<u>35,000.00</u>	<u>315,000.00</u>	<u>0.00</u>	<u>350,000.00</u>

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

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

ADOPTED this 21st day of May, 2013.

(SEAL)

Attest:

Clerk of the Board

Chairman

Chairman Pro-Tem

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

L. Moser

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DRAINAGE IMPROVEMENT DISTRICT BUDGET AND LEVY FOR 2013 & 2014

WHEREAS, in accordance with RCW 85.16.020, the Supervisors of the following listed Drainage Improvement District in Benton County, State of Washington, propose the Budget and Levy as shown below; and

WHEREAS, they respectfully request the Board of Commissioners of Benton County, Washington to approve the proposed Budget and Assessment Levy and certify them to the Benton County Treasurer and Assessor;

<u>D.I.D. No.</u>	<u>Construction Cost</u>	<u>Levy</u>	<u>2013 Amount</u>	<u>2014 Amount</u>
4 Sub A	(Dissolved per Benton County Ordinance No. 441)			
6	(Dissolved per Benton County Ordinance No. 454)			
10	\$ 35,555.15	5%	\$1,777.76	\$1,777.76
11	(Dissolved per Benton County Ordinance No. 447)			
11 Sub A	(Dissolved per Benton County Ordinance No. 447)			
12	(Dissolved per Benton County Ordinance No. 444)			

NOW, THEREFORE,

BE IT RESOLVED, that the Budget and Assessment for the Drainage Improvement District of Benton County, Washington for 2013 & 2014 is hereby approved by the Board of County Commissioners.

Dated this 21st day of May 2013.

Chairman of the Board.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

Orig: Public Works
cc: Assessor; Treasurer

L. Moser

r. Amended Contract w/American Red Cross to Provide Employee Training

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>5/21/13</u>	Execute Contract	<u>x</u>
Subject:	<u>First Amendment to the Personal Service Contract with the American Red Cross</u>	Pass Resolution	<u>x</u>
		Pass Ordinance	_____
		Pass Motion	_____
		Other	_____
		Consent Agenda	<u>x</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____
Prepared by:	<u>J. Thompson</u>		
Reviewed by:	<u>S. KEANE 5/21/13</u>		

BACKGROUND INFORMATION/ SUMMARY

Per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for 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."

Per resolution 2012-382, a contract was awarded to the American Red Cross to provide training to Benton County employees. The Sheriff's Office has employees whom are certified to instruct First Aid and CPR/AED. There is a cost associated with the Certification of Completion from the American Red Cross. The Safety/Training Coordinator and Administrative Assistant to the Sheriff recommends amending the personal services contract to include the fees associated with the Certification of Completion.

APPLICATION/CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

Approve resolution and first amendment to the personal service agreement with the American Red Cross.

FISCAL IMPACT

There is no fiscal impact. The cost of the certificate of completions are part of the training budgets within the Sheriff's Office approved 2013/14 budgets.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN THE AMERICAN RED CROSS AND BENTON COUNTY TO PROVIDE TRAINING TO BENTON COUNTY EMPLOYEES.

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for 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, per resolution 2012-382, a contract was awarded to the American Red Cross to provide training to Benton County employees, and

WHEREAS, the Sheriff's Office has employees whom are certified to instruct First Aid and CPR/AED; and

WHEREAS, there is a cost associated with the Certification of Completion from the American Red Cross; and

WHEREAS, the Safety and Training Coordinator and Administrative Assistant to the Sheriff recommends amending the personal services contract to include the fees associated with the Certification of Completion, **NOW, THEREFORE**

BE IT RESOLVED, the fees associated with the Certification of Completion for First Aid and CPR/AED is added to Section 5. Compensation of the current contract; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached first amendment to the personal service agreement with the American Red Cross; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman to sign the attached first amendment to the personal services agreement.

BE IT FURTHER RESOLVED, the term of the attached amendment shall be effective once executed by both parties and shall expire on December 31, 2014.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

Orig: Sheriff
Cc: LSK, Auditor

Prepared by: J.Thompson

**First Amendment to the Personal Services Contract Awarded per
Resolution 2013-382**

This First Amendment 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 American Red Cross, a Federally Chartered Instrumentality of the United States of America with its corporate and political body in the District of Columbia, and doing business in Benton County as the Benton-Franklin Chapter of the American Red Cross, with its principal offices at 7202 West Deschutes Avenue, Kennewick, WA 99336, (hereinafter "Contractor").

Amendment Start Date Execution by both parties
Amendment End Date..... December 31, 2014
Unless the Contract is terminated as set forth therein.

By way of this First Amendment to the Personal Services Contract between the County and Contractor the parties wish to amend their Contract to include the services provided to the Benton County Sheriff's Office and the compensation to the Contractor for these services. To that effect, the parties hereby agree to amend the Contract as follows:

1. Section 5a. Compensation shall be amended to include the following:

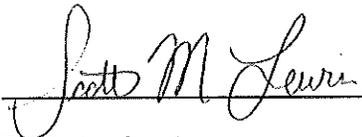
Certification of Completion:

First Aid - \$19.00

CPR/AED - \$19.00

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

For the Contractor:



Title: Health and Safety Rep. Date 5/6/13

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Form:



Benton County Prosecutor's Office

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>5/21/13</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> x </u>
Subject:	<u>SWAT Interlocal Agreement with City of Prosser</u>	Pass Resolution	<u> X </u>	Public Hearing	<u> </u>
Prepared by:	<u>J. Thompson</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>S. KEANE 5/14/13</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

The Tri-City Regional SWAT Team is comprised of participating agencies from Kennewick, Richland, Pasco, and Benton County. There are several agencies within the Benton/Franklin County Region that do not participate in our Regional SWAT Team. The attached interlocal agreement will provide SWAT related critical incident response to the City of Prosser (non-participating agency) for a yearly fee. Currently these services are provided at no cost.

SUMMARY

The City of Prosser will pay \$1,000 a year for up to two SWAT related responses per calendar year. Every response after that will be charged a \$500 per event. The funds collected under this agreement will be placed into a revenue code designated specifically for purchases related to equipping the Tri-City Regional SWAT Team. The funds collected and receipted into the revenue code will be and administered by the Sheriff.

CONTRACT APPROVED TO FORM BY

Ryan Brown, Chief Civil DPA

RECOMMENDATION

The Sheriff's Office recommends entering into the attached interlocal agreement to provide SWAT related responses to the City of Prosser.

FISCAL IMPACT

The impact is a net gain of \$1,000 per year minimum

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AN INTERLOCAL AGREEMENT FOR SERVICES BETWEEN THE BENTON COUNTY/TRI-CITY REGIONAL SWAT TEAM AND THE CITY OF PROSSER

WHEREAS, per Resolution 2012 223, dated April 12, 2012 the Benton County/Tri-City Regional SWAT Team, hereinafter called "TCRST" wishes to provide services to the Franklin County Sheriff's Office in order to respond to serious criminal occurrences if necessary.

WHEREAS, TCRST and the City of Prosser Office have drafted an Interlocal Agreement for Services; and

WHEREAS, the City of Prosser agrees to pay \$1,000 each year for this service; and

WHEREAS, this revenue will be placed into a special revenue code that will be administered by the Sheriff's Office to provide necessary equipment for TCRST; and

WHEREAS, the Sheriff has reviewed and recommends entering into an Interlocal Agreement for Services; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Sheriff's recommendation and approves the attached Interlocal Agreement for Services between Benton County/Tri-City Regional SWAT Team and the City of Prosser; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Interlocal Agreement for Services; and

BE IT FURTHER RESOLVED, the Interlocal Agreement is effective January 1, 2013 through December 31, 2013 and shall automatically extend for consecutive one (1) year terms, unless earlier terminated pursuant to the terms of the agreement.

Dated this _____ day of _____ 2013.

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:	05/21/13	Execute Contract	<u> x </u>	Consent Agenda <u> x </u>
Subject:	Service Agreement with Densow's Pharmacy	Pass Resolution	<u> x </u>	Public Hearing _____
		Pass Ordinance	_____	1st Discussion _____
		Pass Motion	_____	2nd Discussion _____
		Other	_____	Other _____
Prepared by:	J. Shelton			
Reviewed by:	J. Thompson	S. KEARNS 5/14/13		

BACKGROUND INFORMATION/ SUMMARY

Per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for 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.";

Densow's Pharmacy is comparable in pricing to the current vendor that holds the state contract. The County will also be provided services to include private insurance scanning, no cost on returns and same day service that differs from the state contract vendor.

CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

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

FISCAL IMPACT

The \$250,000 associated cost is part of the approved 2013/14 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND BLUE MOUNTAIN PHARMACIES, LLC, DBA DENSOW'S PHARMACY

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for 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, Blue Mountain Pharmacies, LLC, D.B.A. Densow's Pharmacy provides pharmaceutical services at a rate equal to and in many cases more competitive than the State Contract pharmacy; and

WHEREAS, the Medical Lieutenant recommends entering into a personal service contract with Blue Mountain Pharmacies, LLC, DBA Densow's Pharmacy to provide pharmaceutical services; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Blue Mountain Pharmacy, LLC, DBA Densow's Pharmacy; and

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

BE IT FURTHER RESOLVED, in the amount not to exceed of \$250,000 including W.S.S.T.; and

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences January 1, 2013 and expires on December 31, 2014.

Dated this _____ day of _____ 2013.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

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 Blue Mountain Pharmacies, LLC, DBA Densow's Pharmacy with its principal offices at 1011 Wright Ave Richland, WA 99354 ("hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions;
- b. Exhibit A, Scope of Services; and
- c. Exhibit B, Compensation.

2. DURATION OF CONTRACT

The term of this Contract shall begin 01/01/2013, and shall expire on 12/31/2014.

3. SERVICES PROVIDED

The CONTRACTOR agrees to perform pharmacy services for inmates incarcerated in Benton County Jail as follows:

1. Individual prescriptions for legend drugs, schedule 2-5 drugs, OTC's, and medical supplies such as diabetic test strips will be filled by the CONTRACTOR and delivered in accordance with Exhibit A Sections 7.3 and 7.4 to the Benton County Jail at 7122 W. Okanogan Place, Bldg. B Kennewick, WA 99336, by properly licensed, certified, and professionally trained pharmacists and pharmacy personnel.
2. Administrative leadership that provides for both cost accountability and responsiveness to the Benton County Jail.
3. Assurance that federal, state, and local requirements and standards of care are met.
4. CONTRACTOR agrees to provide COUNTY with an Emergency

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 21 May 2013 Subject: TRIDEC contract Memo Date: 06 May 2013 Prepared By: AJF Reviewed By:	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

Attached for review is a standard service agreement for economic development services between Benton County and the Tri-City Development Council (TRIDEC).

BACKGROUND

Each year the County supports local economic development and diversification efforts through partnerships with TRIDEC, Prosser Economic Development Association, and Benton City Economic Development Council.

Normally these contracts are completed in December of the preceding year, but in recent years TRIDEC has not completed and forwarded their annual Work Plan until the spring of the contract year. As such, for the few years that this has happened, the amount of their contract has been pro-rated, and that is the case again this year.

The compensation for seven months of 2013 is \$15,312.50.

The draft agreement has been reviewed for form by the Prosecutor and signed by TRIDEC.

FISCAL IMPACT

\$15,312.50 for the 2013 calendar year, payable from Sustainable Development.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A STANDARD SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH THE TRI-CITY DEVELOPMENT COUNCIL

WHEREAS, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

WHEREAS, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently operating an economic development program within Benton County that promotes economic development and diversification, and business recruitment and retention in Benton County and the Tri-Cities area; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the standard service agreement for economic development services between Benton County and TRIDEC. The term of the contract shall be June 1, 2013 through December 31, 2013; and TRIDEC shall be compensated \$15,312.50 for completion of the contract, to be paid from the Sustainable Development fund.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC) with its principal address at 7130 West Grandridge Boulevard – Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. 2013 Commerce and Industry Division Work Plan

2. DURATION OF CONTRACT

The term of this Contract shall begin on June 1, 2013, and shall expire on December 31, 2013.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall perform economic development programs for the duration of this agreement. Services to be provided are detailed in the attached Work Plan ("Exhibit A") and are made part of this agreement.
- b. More specifically, the CONTRACTOR shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for Benton County.
- c. The CONTRACTOR shall identify a representative to meet with the Benton County Administrator – or his designee, a minimum of once per calendar month to discuss matters addressed in this agreement and update the COUNTY as to the progress of meeting the economic development goals identified herein.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Carl Adrian, President
Tri-City Development Council
7130 West Grandridge Boulevard – Suite A
Kennewick, Washington 99336
509-735-1000
- b. For COUNTY: Adam J. Fyall, Community Development Coordinator
Benton County Commissioners' Office
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION & INVOICING

The parties acknowledge that the Work Plan described in "Exhibit A" must be performed under this agreement, and the cost of such work is to be funded only partly by the COUNTY. The CONTRACTOR is obligated to obtain whatever funding is required to complete the Work Plan. In order to partially fund the CONTRACTOR'S cost to perform the Work Plan, the COUNTY agrees to pay the CONTRACTOR the sum of \$15,312.50 (\$2,187.50 per month, for the seven month term of this agreement). Two payments shall be made by the COUNTY: The first installment in the amount of \$2,187.50 will be for work performed during the first half of the year; and the second installment in the amount of \$13,125.00 will be for work performed during the second half of the year. CONTRACTOR shall submit an invoice to the COUNTY in the amount of \$2,187.50 on or before June 30, 2013; and CONTRACTOR shall submit a second invoice to the COUNTY in the amount of \$13,125.00 on or before December 31, 2013. The COUNTY shall make payments within four weeks of receipt of each invoice from CONTRACTOR.

6. AMENDMENT AND CHANGES IN WORK

No amendment, modification, or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation

hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars (\$500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars (\$1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.
- c. Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

9. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for invoices previously submitted in accordance with this contract and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

11. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

12. DISPUTES

Differences over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

13. ENTIRE AGREEMENT

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

14. NOTICES

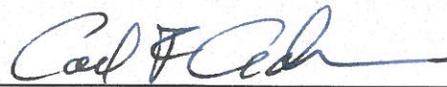
Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

BOARD OF COUNTY COMMISSIONERS

TRI-CITY DEVELOPMENT COUNCIL

Shon Small, Chairman



Carl Adrian, President

Dated: _____

Dated: 5/13/13

Attest: _____
Clerk of the Board

Dated: _____

Approved as to Form:



Deputy Prosecuting Attorney

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: Subject: Central Services Quarterly Update	Execute Contract	Consent Agenda
	Pass Resolution	Public Hearing
	Pass Ordinance	1 st Discussion
	Pass Motion	2 nd Discussion
Prepared By: Teri Holmes	Other	Other <u>X</u>
Reviewed By: Loretta Smith Kelty		

BACKGROUND INFORMATION

Central Services Departmental update. The 2011 Benton County Information Technology Strategic Plan outlined some specific goal orientated projects. Central Services has been focusing many of our resources on these projects. The following slides give you an overview of our progress.

SUMMARY

RECOMMENDATION

1ST N/A

2nd

FISCAL IMPACT

		Sub-total	Spent/Encumbered to Date ²	Project Savings to Date
Goal 1: Accessibility and Accountability				
1.1	Implement permit management	\$ 249,000	\$ 19,751	\$ 229,249
1.2	Enhance the County's web presence	114,000	300	
1.3	Implement court case management	901,000	70,080	830,920
1.4	Improve courtroom automation	753,000	48,179	
1.5	Integrate GIS with core business systems	305,000	28,966	
		\$ 2,322,000	\$ 167,276	\$ 1,060,169
		Sub-total	Spent/Encumbered to Date ²	Project Savings to Date
Goal 2: Informed IT Decision Making				
2.1	Implement IT governance recommendations	\$ 14,000	\$ -	\$ -
2.2	Conduct email/platform study	17,000	9,600	7,400
		\$ 31,000	\$ 9,600	\$ 7,400
		Sub-total	Spent/Encumbered to Date ²	Project Savings to Date
Goal 3: Necessary Software and Training				
3.1	Implement document/records management	\$ 794,000	\$ -	\$ -
3.2	Invest in Eden's HR module	171,000	-	
3.3	Implement prosecution management	271,000	-	
3.4	Enhance the County's intranet	135,000	30,720	104,280
3.5	Migrate email and calendaring off GroupWise	217,000	480,794	(263,794)
		\$ 1,588,000	\$ 511,514	\$ (159,514)

Central Services Department



		Sub-total	Spent/Encumbered to Date ²	Project Savings to Date
Goal 4: Professional IT Service Delivery				
4.1	Implement IT organization recommendations (monies removed)	\$ -	\$ -	\$ -
4.2	Institute a professionally managed help desk	134,000	-	
4.3	Procure and implement help desk/IT asset management software	134,000	188,965	
4.5	Assess third-party IT services	24,000	-	
4.4	Improve IT skill depth	193,000	45,000	
		\$ 485,000	\$ 233,965	\$ -
		Sub-total	Spent/Encumbered to Date ²	Project Savings to Date
Goal 5: Robust Technical Architecture				
5.1	Stabilize and virtualize server environment	\$ 214,000	\$ 132,076	\$ -
5.2	Conduct an independent hardware configuration assessment	16,000	-	
5.3	Develop and test disaster recovery plan	60,000	16,320	43,680
5.4	Implement wireless connectivity for staff	53,000	88,171	
5.5	Migrate off Novell	226,000	724,942	(498,942)
		\$ 569,000	\$ 961,509	\$ (455,262)
TOTAL		4,995,000	1,883,864	452,793
Unified Communications & Mobility ³			\$ 14,380	

¹ PTI awarded strategic plan development Oct-2010
Plan presented to Board Jun-2011

³ Significant area not addressed by PTI plan

² Includes budgeted and encumbered expenses for 2013-2014 biennium and estimates for 2015

Central Services Department

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>05/21/13</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Geological Fault Line Mapping</u>	Pass Resolution _____	Public Hearing _____
	Pass Ordinance _____	1st Discussion XXX
Prepared by: <u>Daniel Ford</u>	Pass Motion _____	2nd Discussion _____
Reviewed by:	Other _____	Other _____

BACKGROUND INFORMATION

I was approached on Tuesday, May 14th by Brian Sherrod who is a U.S. Geological Survey geologist about doing mapping of a potentially active geological fault which is exposed at our quarry near Finley, Washington.

SUMMARY

This work would take approximately 2 weeks and would involve taking photographs of the exposed walls at the quarry which will then be rectified using photometric software which will produce a digital model of the quarry. This information will be used to determine if the fault is active and if there has been any recent movement which will aid in updating the seismic hazard potential for the region.

RECOMMENDATION

I recommend that we allow the U.S. Geological Survey of the Finley Quarry site which will aid the USGS Earthquake Science Center in ascertaining the condition of the Wallula Gap fault in an effort to be better informed of any seismic possibility in the region.

FISCAL IMPACT

This work will have no fiscal impact to the county.

MOTION

Move to allow U.S. Geological Survey Geologist Brian Sherrod access to the Finley quarry which is owned and maintained by Benton County for the purposes of conducting photographic mapping of the exposed strand of the Wallula Gap fault for determination of activity and for the purpose of ascertaining the potential seismic hazard to the region.



Earthquake Science Center
Seattle Field Office @ Dept. of Earth and Space Sciences
University of Washington, Seattle, WA 98195

May 14, 2013

Daniel S. Ford
County Engineer
Benton County Public Works
Engineering Division

Dear Daniel –

I am a U.S. Geological Survey geologist working on earthquake hazards in central Washington. I am currently involved in a collaborative project with other geologists and engineers at the Hanford Site on updating the regional seismic hazards for central Washington. Many years ago, geologists at Hanford recognized a potentially active fault near Wallula Gap, and identified an exposed strand of this fault in a quarry owned by Benton County near Finley, Washington. I am writing you seeking permission and access to this quarry in order to properly map the exposed strand of the Wallula fault. If this fault in the quarry shows evidence of recent movement, it will provide valuable information required for updating the seismic hazard of the region.

Our work in the quarry is fairly simple. We need access to the quarry to photograph the quarry wall. These photographs are rectified using photogrammetric software, which we then use to produce a digital model of the quarry wall. We print sections of this digital model and use that as our mapping base, which we map stratigraphic contacts, soils, bedrock units, and of course, geologic structures related to faulting. Samples of various geologic materials are often taken for lab analyses such as radiocarbon dating and geochemistry (to determine specific rock types). We compile all of this information in a digital map made available to the public via a standard USGS publication on the Internet.

We anticipate needing access to the site for about 2 weeks while we complete our work and would like to get started as soon as possible. You told me this afternoon that the Benton County Commissioners will have to vote on this issue – I will be available to come to Prosser for that meeting if it will help expedite obtaining permission and access. Please let me know if you need any more information and if you need me to come for the next Commissioners meeting.

Best regards,

Brian Sherrod
Research Geologist, USGS
253-653-8358 cell / email: bsherrod@usgs.gov

Steven W. Becken
Public Works Manager

Daniel S. Ford, P.E.
County Engineer

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

Benton County

Department of Public Works

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

To: Board of County Commissioners

From: Steven W. Becken, Public Works Manager *SWB/sk*

RE: Proposed Kennewick Shop

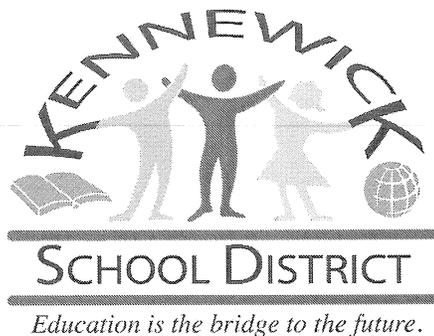
Date: May 21, 2013

On May 14, 2013, Public Works brought a report to the Board requesting permission to hire an architect to design a new Kennewick shop on the property commonly known as the Wisser property, located on Wisser Parkway.

Because there is an elementary school in the vicinity, the Board requested that the Kennewick School District be contacted to ascertain any concerns they may have.

I contacted Dr. David Bond, Superintendent for the Kennewick School District and discussed the proposed shop with him. Attached is a letter of support from the School District for the shop.

I believe this is the only thing that was requested by the Board and I am asking that we be allowed to move forward with the hiring of an architect and designing a new Kennewick shop.



Dave Bond, Superintendent
Dr. Chuck Lybeck, Associate Superintendent, Curriculum
Ron Williamson, Assistant Superintendent, Secondary Education
Greg Fancher, Assistant Superintendent, Elementary Education
Beverly Johnson-Torelli, Assistant Superintendent, Human Resources
Ron Cone, Executive Director, Information Technology
Lorraine Cooper, Director, Communications and Public Relations
Vic Roberts, Executive Director, Business Operations

May 14, 2013

Steve Becken
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Dear Steve,

The Kennewick School District is supportive of Benton County's proposal to construct a shop for County equipment and workers just west of Cottonwood Elementary School along the Wisser Parkway.

We believe that the construction of such a shop would have little or no impact on the operations of Cottonwood Elementary School.

Benton County currently has a shop area on Ely and 19th in Kennewick, very near Southgate Elementary School, and we have never had any issues between the school and the County.

Again, the KSD is supportive of the County's proposal to build a shop on Wisser Parkway. If you have any additional questions, please contact us.

Sincerely,

Dave Bond, Superintendent
Kennewick School District