

February 1, 2010

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

MINUTES

DRAFT

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
January 10, 2010, 10:00 a.m.
Commissioners' Conference Room
Benton County Justice Center, Kennewick, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
Clerk of the Board Cami McKenzie

Employees Present: Adam Fyall and Mike Shuttleworth

Yakima Basin and Columbia Basin Water Resources Issues

Derek Sandison, Department of Ecology and Wendy Christensen, Bureau of Reclamation gave a report on the Yakima Basin and Columbia Basin Water Resources Issues.

Mr. Sandison said that in 2003 Reclamation and Ecology initiated the Yakima Basin Water Storage Feasibility to examine storage in the Yakima River basin. Then in 2008 a workgroup began the Integrated Water Resource Management Alternative with the plan of looking at storage not in a vacuum.

Ms. Christensen said they had three alternatives and part of the planning process was getting the major players and water users to support whatever plan was approved. She said the plan was not supposed to be everything to everyone but at least something for everyone. Mr. Sandison stated they had been studying water storage for 40 years and they had enough information to start building something. Additionally, the Bureau of Reclamation and Department of Ecology were very committed to moving projects forward.

Commissioner Benitz provided a copy of his letter outlining his recommendations for moving forward with a water storage plan.

Mr. Sandison and Ms. Christensen then reviewed the plan, efforts and recommendations to advance a management plan for further analysis and evaluation. They proposed planning out 20 years and to continue planning so it was a rolling process.

Groundwater and exempt well needs and quantities were briefly discussed. Commissioner Benitz asked if a moratorium was being contemplated in Benton County, as it was done in Kittitas County and Mr. Sandison said it was not.

Mr. Sandison also gave a Powerpoint presentation on the Columbia River Water Supply Initiative and briefly discussed the following:

- Legislation
- Development
- Implementation Focus
- 2004 Memorandum of Understanding – prior to legislation
- Lake Roosevelt Storage Release Proposal
- History and Timeline

There being no further business before the Board, the meeting adjourned.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
January 25, 2010, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; DPA Ryan Brown; Superior Court Administrator Pat Austin; Steve Becken and Malcolm Bowie, Public Works; Mike Shuttleworth, Planning Manager; Bryan Perry, Safety Coordinator; Nick Kooiker, Treasurer's Office; Judge Cameron Mitchell; Judge Bruce Spanner; Sheriff Larry Taylor; Eric Hsu, OPD; Prosecuting Attorney Andy Miller; Jennifer Bowe, Juvenile; Larry Moser, Public Works; Erhiza Rivera, Treasurer's Office.

Approval of Minutes

The Minutes of January 6, 2010 were approved.
The Minutes of January 11, 2010 were approved.

Review Agenda

Items "q" (Appraisers' Collective Bargaining Agreement) and "u" (ER&R Rental Rates) were pulled from the consent agenda.

Consent Agenda

MOTION: Commissioner Bowman moved to approve the consent agenda items "a" through "ee", pulling "q" and "u". Commissioner Beaver seconded and upon vote, the Board approved the following:

Commissioners

- a. Letter of Support – 2Harvest
- b. Letter to District Court Judge – Hours of Business & Holidays
- c. Business Travel and Expense Policy; Rescinding Resolution 09-688
- d. Benton County Tax Levy for 2010

- e. Memorandum of Understanding for Columbia River Crossing Study

Facilities

- f. Purchase of a Polaris ATV w/ Plow Blade
- g. Contract w/ Apollo Sheet Metal for HVAC Preventative Maintenance
- h. Authorization to Pay Apollo Sheet Metal for HVAC Preventative Maintenance

Fairgrounds

- i. Contract w/ Cut Above for New Irrigation System at the Fairgrounds

Human Services

- j. Agreement, #2010-2163-BFCAC-00, w/Benton Franklin Community Action Committee

Juvenile

- k. Contract Amendment w/ARAMARK Correctional Services

Office of Public Defense

- l. Professional Services Agreement w/E Riley
- m. Compensating A Hewitt for Indigent Defense Contract
- n. Amended Professional Services Agreement w/S Ajax
- o. Compensating M Poland for Indigent Defense Representation

Personnel

- p. Contract w/ Washington Counties Risk Pool for Property Insurance

Prosecuting Attorney

- q. Appraisers' Collective Bargaining Agreement
- r. Salary Placement Statement

Public Works

- s. Diverting Road Tax Levy Funds to Current Expense for Traffic Enforcement
- t. Certification of the 2010 Road Levy and Estimated Revenue
- u. Equipment Rental Rates for County Road Equipment Rental & Revolving Fund
- v. Sandpiper Road CE 1878 CRP
- w. Application for City of W. Richland - Franchise to Install Water & Sewer Facilities in Roads
- x. Application for NW Pipeline – Franchise to Continue A Natural Gas Transportation System
- y. Granting Franchise – Benton Irrigation Dist. for Irrigation Water System Lines Facility
- z. Bituminous Surface Treatment 2010
- aa. Agreement Construction Proposal – Improvement to Clodfelter & Locust Grove Roads
- bb. Consultant Agreement for Appraisal Services

Sheriff

- cc. Contract w/ W. Thomas Cooper M.D., P.S.

Solid Waste

- dd. Acceptance of Benton County Coordinated Prevention Grant Agreement

Workforce Development Council

- ee. Memorandum of Understanding w/One-Stop Partners

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

Public Hearing – SV 09-03

Mike Shuttleworth said that Benton County received an application requesting the vacation of the 20-foot drainage easement on Badger View Estates and his office recommended approval, with the listed conditions.

Testimony

John Dick wanted to know if the request had anything to do with Lot 21. Mr. Shuttleworth stated it did not.

Public testimony was closed for further comment.

MOTION: Commissioner Benitz moved to approve the vacation of that portion of the 20-foot drainage easement of Badger View Estates subdivision, as presented by the Planning Department. Commissioner Bowman seconded and upon vote, the motion carried.

PEDA Quarterly Update

Deb Heintz, PEDA, provided the quarterly report to the Board and updated the Board on the Walter Clore Wine and Culinary Center.

Additionally, Scott Keller, Port of Benton, thanked the Board for its financial help with Crow Butte, and said he had received a lot of positive feedback.

Charlie Bush, City of Prosser, said they were developing a Boys & Girls Club in Prosser and that it would also benefit the county residents.

Public Hearing – Supplemental Appropriation Requests

Ms. Ivey presented resolutions for the supplemental appropriation requests.

Testimony

Jeff Little said he was grateful the Commissioners decided not to cut the Family Court Services CASA program. He discussed the benefits of the program and the implementation of a new court rule requiring additional court appointed Guardian Ad Litem (GAL). He said the Board saw the value for the CASA program and decided to maintain the funding, however, he was struggling with the 25% reduction in that budget. He said if staffing was not returned to its original level, it would place the program in jeopardy and he pleaded with the Board to restore the office to its prior staffing level.

Linda Waters said she was a CASA and a compensated GAL and there were currently only 12 volunteers that were serving Benton County. She said the program in Benton County was a unique Title 26 program (with only two in the State). Additionally, she said the program had

saved Benton County approximately 267 days of trial by settling these cases. Ms. Waters requested the Board restore the program to its full budget.

Andy Miller said he previously asked if everyone was in favor before they went out to raise money. Additionally, he said they have talked about drug court for a long time and he was still in favor of keeping the drug court program.

Ken Hohenberg, Kennewick Police Chief, said he was aware that budgets were tough, however, they have had great support for raising money for drug court. He thanked the Board for its support and also said he was in support of the drug court program.

Pat Austin, Superior Court, said they had identified in the past the partnerships that were in support of the drug court program. Additionally, she said the judicial branch was looking at improving both the CASA and drug court programs.

Commissioner Bowman asked how she was going to take care of the 25% cut in the CASA program. Ms. Austin said the budget cuts meant that exempt employees would be putting in more hours to keep the program running.

Superior Court Judge Bruce Spanner said the judiciary was solely charged with managing their programs and the Commissioners were being asked to interfere with that management. He said the Commissioners decided how much to allocate and the judges decided that drug court was important enough to keep and the CASA program could be done with 1½ employees.

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

MOTION: Commissioner Benitz moved to approve the supplemental appropriation to the 2010 Current Expense Fund, Dept. 115 in the amount of \$82,561. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2010 Juvenile Fund, Dept. 174 in the amount of \$82,561. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

MOTION: Commissioner Benitz moved to approve the supplemental appropriation to the 2010 Current Expense Fund, Dept. 123 in the amount of \$109,256. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2010 Human Services fund, Dept. 566 in the amount of \$22,000. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

MOTION: Commissioner Benitz moved to approve the supplemental appropriation to the 2010 Current Expense Fund, Dept. 117 in the amount of \$17,140. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2010 Current Expense Fund, Dept. 106 in the amount of \$3,333. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

Commissioner Bowman said this was not an easy decision to make and he did not do this because he was trying to tread on the judges' turf. He said the community stepped up to leverage money for the drug court program. He said he appreciated the CASA program and he didn't know all the intricacies of the programs and relied upon the advice of the experts. He said he was sorry the County had to take some hits and it was not callousness towards one program or another.

Commissioner Benitz said the County had a responsibility to the public's money and the program was important, but they would be funded when they could afford them. He said the public stepped up so the Board should be held accountable.

Chairman Beaver said he appreciated everyone coming out and supporting the programs and the Board had to rely on the administration to help make these decisions.

SUB 07-03 - Final Plat Approval

Mike Shuttelworth said the conditions of approval had been met and the final plat was ready to sign. However, he said that Public Works had a concern it wanted to address.

Mr. Becken said the applicant had an outstanding bill with the Public Works Department and so he requested the Board approve the final plat conditioned upon paying his final bill.

MOTION: Commissioner Benitz moved to approve the final plat of Rivers Edge Estates, SUB 07-03, conditioned upon the bill being paid at the Public Works Department. Commissioner Bowman seconded and upon vote, the motion carried.

Executive Session – Potential Litigation

The Board went into executive Session with DPA Jonathan Young, Sheriff Taylor, and Melina Wenner at 9:59 a.m. for approx. 5 minutes to discuss potential litigation. Also present were Bryan Perry, Loretta Smith Kelty, Ryan Brown, David Sparks, and Cami McKenzie. The Board came out at 10:06 a.m. and announced it needed another three minutes. The Board came out 10:08 a.m. and Mr. Young announced the Board did not make any decisions, but direction was given.

Executive Session - Current Litigation

The Board went into executive session at 10:08 am. for approximately 10 minutes with DPA Jonathan Young to discuss current litigation. The same parties were present. The Board came out at 10:15 a.m. Mr. Young stated that no decisions were made.

MOTION: Commissioner Benitz moved to approve the settlement offer for claim CC 09-25. Commissioner Bowman seconded and upon vote, the motion carried unanimously. The Board briefly recessed, reconvening at 10:19 a.m.

Animal Control Facility

David Sparks, Sheriff Taylor, and Roy Rogers discussed the proposed Animal Control Facility with the Board. Mr. Sparks said they had been working with Kennewick on a special use permit to locate the facility at the Fairgrounds, but there were a lot of issues including additional costs and additional encroachment into the Kid Zone area for the Fair. He said the architect was still moving forward with the design, but he needed direction from the Board to look at additional properties.

Sheriff Taylor said the Quinault property was ideal due to location, infrastructure, and proximity to the veterinary clinic. Additionally, he suggested the Board look at the remaining lot on the campus at the Justice Center.

Commissioner Bowman said he was concerned about locating a county facility within the city limits and the confusion it might create for the residents. He also suggested the Board look at the Badger property near I-82 purchased for the Road Department.

The Board agreed to have Mr. Sparks review all three suggested sites and provide a report back to the Board.

Consent Agenda Item "u" – ER&R Rental Rates

Chairman Beaver requested Mr. Sparks to review the proposed rental rates for the ER&R Department to make sure they were competitive with market rates. The Board agreed.

Unscheduled Visitors

Fairgrounds - Horse Racing

Cliff Schillinger and Bill Hohlberg discussed their concern about the increased rental rates for the barns and the track being closed down for eight months. Mr. Schillinger said he didn't have a horse at the Fairgrounds and might not be able to put on a meet this year.

Commissioner Bowman suggested that Mr. Schillinger might be able to lease the track year round. He said it was not the Board's intent to shut down horseracing, so he wanted to know how it could be fixed.

The Board agreed to have Mr. Schillinger continue to work with Loretta Smith Kelty to find a solution.

Other Business

WSAC

Commissioner Bowman gave a report on the Legislative Steering Committee and provided a multitude of written and verbal information to the Board.

County Claims

CC 2010-01: Received on January 5, 2010 from Joshua Charles Donley
CC 2010-02: Received on January 5, 2010 from Joshua Charles Donley
CC 2010-02A: Received on January 12, 2010 from Joshua Charles Donley

Vouchers

Check Date: 1/15/2010
Warrant #: 226818-227052
Total all funds: \$114,255.47

Check Date: 1/15/2010
Taxes #: 10110015-10110016
Total all funds: \$35,102.66

Check Date: 1/15/2010
Warrant #: 941984-942058
Total all funds: \$1,103,325.11

Check Date: 1/22/2010
Warrant #: 942124-942466
Taxes #: 11160110
Total all funds: \$1,108,945.74

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

Resolutions

10-032: Business Travel and Expense Policy; Rescinding Resolution 09-688
10-033: Benton County Tax Levy for 2010
10-034: Memorandum of Understanding for Columbia River Crossing Study
10-035: Purchase of a Polaris ATV w/ Plow Blade
10-036: Contract w/ Apollo Sheet Metal for HVAC Preventative Maintenance
10-037: Authorization to Pay Apollo Sheet Metal for HVAC Preventative Maintenance
10-038: Contract w/ Cut Above for New Irrigation System at the Fairgrounds
10-039: Agreement, #2010-2163-BFCAC-00, w/Benton Franklin Community Action Committee
10-040: Contract Amendment w/ARAMARK Correctional Services

- 10-041: Professional Services Agreement w/E Riley
- 10-042: Compensating A Hewitt for Indigent Defense Contract
- 10-043: Amended Professional Services Agreement w/S Ajax
- 10-044: Compensating M Poland for Indigent Defense Representation
- 10-045: Contract w/ Washington Counties Risk Pool for Property Insurance
- 10-046: Diverting Road Tax Levy Funds to Current Expense for Traffic Enforcement
- 10-047: Certification of the 2010 Road Levy and Estimated Revenue
- 10-048: Sandpiper Road CE 1878 CRP
- 10-049: Application for City of W. Richland - Franchise to Install Water & Sewer Facilities in Roads
- 10-050: Application for NW Pipeline – Franchise to Continue A Natural Gas Transportation System
- 10-051: Granting Franchise – Benton Irrigation Dist. for Irrigation Water System Lines Facility
- 10-052: Bituminous Surface Treatment 2010
- 10-053: Agreement Construction Proposal – Improvement to Clodfelter & Locust Grove Roads
- 10-054: Consultant Agreement for Appraisal Services
- 10-055: Contract w/ W. Thomas Cooper M.D., P.S.
- 10-056: Acceptance of Benton County Coordinated Prevention Grant Agreement
- 10-057: Memorandum of Understanding w/One-Stop Partners
- 10-058: Supplemental Appropriation – 2010 Current Expense, \$82,561
- 10-059: Supplemental Appropriation – 2010 Juvenile - \$82,561
- 10-060: Supplemental Appropriation – 2010 Current Expense, \$109,256
- 10-061: Supplemental Appropriation – 2010 Human Services, \$22,000
- 10-062: Supplemental Appropriation – 2010 Current Expense, \$17,140
- 10-063: Supplemental Appropriation – 2010 Current Expense, \$3,333
- 10-064: Final Plat of Rivers Edge Estates – 07-03
- 10-065: Authorizing Risk Manager to Settle Claim CC 09-25

There being no further business before the Board, the meeting adjourned at approximately 10:58 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT NUMBER 101, ASSESSOR, FOR TEMPORARY HELP IN THE AMOUNT OF \$4000.00

BE IT RESOLVED, by the Board of Benton County Commissioners, that \$4000.00 shall be transferred as more clearly defined in Exhibit "A" attached hereto:

Dated this day of, 2010

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY LINE ITEM TRANSFER

Exhibit "A "

Dept Name: Assessor Dept Nbr: 101
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM NAME	AMOUNT
514.249	4103 Litigation	\$4,000		1175 Temporary Help	\$4,000
TOTAL		\$4,000	TOTAL		\$4,000

Explanation:

The Benton County Assessor's office is in need of funding for our temporary help line item. Our goal is to continue the process of archiving our old roll cards and would like to bring in temporary help to do so. At this time we do not anticipate using monies from our Litigation line item as we do not have any pending cases for the 2010 budget year.

Prepared by: Barbara Wagner by Harriet Mercer

Date: _____

Approved Denied

Date: _____

Chairman

Member

Member

b

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2010 019

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CATHOLIC FAMILY AND CHILD SERVICES, #09/11-MHPIHP-CFCS-00 TO PROVIDE AGE, LINGUISTIC AND CULTURALLY COMPETENT COMMUNITY MENTAL HEALTH SERVICES FOR ENROLLEES WITHIN BENTON AND FRANKLIN COUNTIES FOR WHOM SUCH SERVICES ARE MEDICALLY NECESSARY AND CLINICALLY APPROPRIATE, and

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of mentally ill persons, that the proposed Agreement be approved as presented for a term commencing December 1, 2009 and terminating September 30, 2011, NOW, THEREFORE, BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/11-MHPIHP-CFCS-00.

Dated this day of 2010.

Dated this 20... day of January....2010.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton Co. Commissioners

Broad Peck

Chair, Franklin Co. Commissioners

Chair Pro Tem

Rick Miller - Absent

Chair Pro Tem

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

R. Koch

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

Attest:

Attest:

Clerk of the Board

Mary Withers

Clerk of the Board

Originals: Benton County
Franklin County
Human Services

Carey

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #09/11-MHPIHP-CFCS-00

2010 019

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and Catholic Family & Child Service of the Tri-Cities, a nonprofit social service organization operating under Catholic Charities of the Diocese of Yakima, with its principal offices at 2139 Van Giesen, Richland, WA 99354, (hereinafter "Contractor").

Counties Contact Information:

Carrie Huie-Pascua, Director
Department of Human Services
7207 W. Deschutes Avenue
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: carriehp@gov.wa.co.benton-franklin.us

Contractor Contact Information:

Linda Robb, Clinical Director
Catholic Family & Child Service
2139 Van Giesen
Richland, WA 99354
Phone: 509.946.4645
Fax: 509.943.2068
E-Mail: lrobb@cfcstricities.org

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

Agreement Start Date.....December 1, 2009

Agreement End Date (unless terminated sooner as set forth herein this Agreement)September 30, 2011

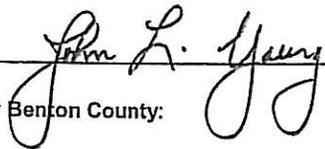
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

ConsiderationPer Payment Methodology (see Consideration Section)

Attachments incorporated into this Agreement
Exhibit A - Access to Care Standards
Exhibit B - Data Security Requirements

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

For the Contractor:



For Benton County:

Title: CEO Date 1/8/2010

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

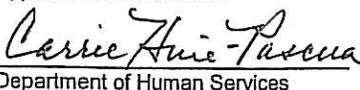


Franklin County Commissioners Date 1-20-10



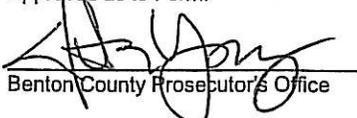
Attest: Clerk of the Board

Approved as to Content:



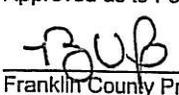
Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

Approved as to Form:



Franklin County Prosecutor's Office

C

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2010 020

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CATHOLIC FAMILY AND CHILD SERVICES, #09/11-MH-NONPIHP-CFCS-00 TO PROVIDE AGE, LINGUISTIC AND CULTURALLY COMPETENT COMMUNITY MENTAL HEALTH SERVICES TO THE MAXIMUM EXTENT POSSIBLE AND WITHIN AVAILABLE RESOURCES FOR INDIVIDUALS WITHIN BENTON AND FRANKLIN COUNTIES, and

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of mentally ill persons, that the proposed Agreement be approved as presented for a term commencing December 1, 2009 and terminating September 30, 2011, NOW, THEREFORE, BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/11-MH-NONPIHP-CFCS-00.

Dated this day of 2010.

Dated this 20 day of January 2010.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton Co. Commissioners

Brod Peck

Chair, Franklin Co. Commissioners

Rick Miller - Absent

Chair Pro Tem

Chair Pro Tem

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

PEK

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

Attest:

Attest:

Clerk of the Board

Mary Withas

Clerk of the Board

Originals: Benton County
Franklin County
Human Services

Carey

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #09/11-MH-NONPIHP-CFCS-00**

2010 020

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Department of Human Services
7207 W. Deschutes Avenue
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Phone: 509.783.5284
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Phone: 509.946.4645
Fax: 509.943.2068
E-Mail: lrobb@cfcstricities.org

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

Agreement Start Date.....December 1, 2009

Agreement End Date (unless terminated sooner as set forth herein this Agreement)September 30, 2011

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.

ConsiderationPer Payment Methodology (see Consideration Section)

Attachments incorporated into this Agreement
Exhibit A - Access to Care Standards
Exhibit B - Data Security Requirements

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

For the Contractor:

John L. Young
For Benton County:

Title: CEO Date 1/8/2010

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Brend Peck 1-20-10
Franklin County Commissioners Date

Mary Wittkers
Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

Approved as to Form:

Carrie Huie-Pascua
Department of Human Services

[Signature]
Benton County Prosecutor's Office

[Signature]
Franklin County Prosecutor's Office

d

AGENDA ITEM: Consent	TYPE OF ACTION	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 02-01-10 F/C 02-10-10	NEEDED	
SUBJECT: Contract with the City of Benton City for Graffiti Abatement Program	Executive Contract <u>xx</u>	
	Pass Resolution <u>xx</u>	
	Pass Ordinance	
	Pass Motion	
Prepared By: Donna A. Lee	Other	
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center (BFJJC) has been providing the Graffiti Abatement Program (GAP) to the City of Benton City for a number of years. The purpose of GAP is the removal of graffiti caused by vandalism utilizing juveniles sentenced to work crew.

SUMMARY

The City of Benton City feels it is in the best interest of their City to continue the GAP through the Benton-Franklin Counties Juvenile Justice Center for the period of January 1, 2010 through December 31, 2010.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Fee for Services Contract between the City of Benton City and Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The fee for service rate is a maximum of \$1,475.00 for the contract period.

MOTION

I move that the Benton County Board of Commissioners and the Franklin County Board of Commissioners approve and sign the Fee for Services Contract between the City of Benton City and Benton-Franklin Juvenile Justice Center.

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 THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE CITY OF BENTON CITY, TO PROVIDE THE GRAFFITI ABATEMENT PROGRAM (GAP), and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the proposed Fee for Services Contract between the Juvenile Court and City of Benton City be approved as presented for a term commencing January 1, 2010, and terminating on December 31, 2010, **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Fee For Services Contract.

DATED this 1st day of February 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 10th day of February 2010
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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

**FEE FOR SERVICES RENDERED CONTRACT FOR THE
GRAFFITI ABATEMENT PROGRAM
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, 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 City of Benton City, with its principal offices at 708 Ninth ST, PO Box 70, Benton City, WA, 99320-0070 (hereinafter "City").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2010, and shall expire on December 31, 2010.

2. SERVICES PROVIDED

The Counties agree to provide the following services to the City:

- A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner, keeping in mind that his/her actions reflect on both the Counties and City.
- B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed to the extent such is feasible. GAP crews are scheduled to work on Saturday and Sunday from 9:00 a.m. until 3:00 p.m. pacific standard time, excluding holidays. All parties hereby agree that all graffiti abatement type work provided for herein this Contract will solely be performed and completed during these above days and times during the term of this Contract.

- C. To the extent possible, in providing services under this Contract, the Counties will use donated materials. If those materials are not satisfactory to the City, the Counties agree to purchase materials it deems necessary for graffiti abatement, to the extent there are funds available to do so from the monies it receives from the City under the terms of this Contract.
- D. The Counties will ensure that GAP has a sufficient juvenile work force to accomplish the mission of GAP.
- E. The Counties shall provide transportation for the GAP work crew.
- F. The Counties shall confer with the City from time to time during the progress of the work. The Counties shall prepare work statistics and present status reports and other information that may be pertinent and necessary, or as may be requested by the City.

3. CONTRACT REPRESENTATIVES

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

- A. For City: **Lloyd Carnahan, Mayor**
City of Benton City
PO Box 70
Benton City WA 99320-0070
- B. For Counties: **Sharon Paradis, Administrator**
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336

4. COMPENSATION

For the services performed hereunder, the City agrees to pay the Counties as follows:

- A. The City agrees to pay the Counties Three Hundred Sixty-Eight and 75/100 Dollars (\$368.75) per quarter for services provided under this Contract. The first quarterly payment (1/01/10 – 3/31/10) of \$368.75 shall be paid on or before March 31, 2010. The second quarterly payment (4/01/10 – 6/30/10) of \$368.75 shall be paid on or before June 30, 2010. The third quarterly payment (7/01/10 – 9/30/10) of \$368.75 shall be paid on or before September 30, 2010. The fourth quarterly payment (10/01/10 – 12/31/10) of \$368.75 shall be paid on or before December 31, 2010.
- B. The maximum total amount payable by the City to the Counties under this Contract shall not exceed One Thousand Four Hundred Seventy-Five dollars (\$1,475.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the City on a quarterly basis during the progress of the work. Invoices shall cover the time Counties performed work for the City during the billing period. The City shall pay the Counties for services rendered and will remit payment within thirty (30) days from the date of receipt.

5. AMENDMENTS AND CHANGES IN WORK

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by authorized representatives of both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioners and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The City shall hold harmless, indemnify and defend the Counties, 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 City's negligent acts, errors or omissions in the performance of this Contract. Provided, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. The County shall hold harmless, indemnify and defend the City, 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 County's negligent acts, errors or omissions in the performance of this Contract. Provided, that the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, officials, employees or agents.

7. TERMINATION

- A. Either party may terminate this Contract in its sole discretion upon giving forty-five (45) days written notice by certified mail to the other party.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated by either party prior to December 31, 2010, the City shall pay the Counties on a pro-rated basis for services performed up to the termination date.

3. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the City.
- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

10. **COMPLIANCE WITH LAWS**

Both parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

11. **NONDISCRIMINATION**

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

12. **DISPUTES**

Differences between the City and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time 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 Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to the City's right to seek judicial relief.

13. **CHOICE OF LAW, JURISDICTION AND VENUE**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

14. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the City each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

15. SEVERABILITY

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

16. ENTIRE AGREEMENT

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

17. 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 the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

City of Benton City

Lloyd Barnahan, Mayor 12-30-09
Date

Approved as to Form:

Lee Kerr 1/2/2010
Lee Kerr, City Attorney Date

**Benton Franklin Counties
Juvenile Justice Center**

Sharon A. Paradis 1/30/10
Date

BENTON COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Franklin County
Sarah Perry, Deputy Prosecuting Attorney Date

By: _____
Name: Max E. Benitz, Jr.
Title: Chairman, Board of Commissioners
Date: _____
Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Ryan Verhulp 11/23/2009
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Rick Miller
Title: Chairman, Board of Commissioners
Date: _____
Attest:

Clerk of the Board: _____

e

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 02-01-10 F/C 02-10-10			
SUBJECT: Amend contract with J & J Security for Duration Period			
Prepared By:	Donna A. Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

J&J Security & Transport, Inc. has been providing security and juvenile transportation services to the Juvenile Justice Center since 1996. J&J Security & Transport, Inc. is a sole source vendor who employees and provides commissioned officers as security officers. J & J Security & Transport, Inc. performs security services to maintain a safe work environment for staff and clients, which includes the additional security officers and screening especially during high-risk hearings. The contract amendment period is from January 1, 2010 through December 31, 2010.

SUMMARY

The Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and J&J Security sets the Duration of the Contract to begin on January 1, 2010 and end on December 31, 2010.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Juvenile Justice Center and J&J Security & Transport, Inc. for the period of January 1, 2010 through December 31, 2010.

FISCAL IMPACT

The rates are included in Juvenile's approved Budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and J&J Security & Transport, 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 THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND J & J SECURITY, THUS AMENDING BENTON COUNTY RESOLUTION 09 824 AND FRANKLIN COUNTY RESOLUTION 2009 506, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Contract Amendment between J & J Security, and Benton-Franklin Counties Juvenile Justice Center be approved as presented and

WHEREAS, approval then, necessitates amending Benton County Resolution 09 824 and Franklin County Resolution 2009 506, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the amended personal service contract between the Juvenile Court and J & J Security & Transport, Inc.

DATED this 1st day of February 2010.
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 10th day of February 2010
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

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

ATTEST:

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

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON-FRANKLIN COUNTIES SUPERIOR COURT AND J & J SECURITY & TRANSPORT, INC.

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 (BFJJC), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and J & J Security & Transport, Inc. with its principal offices at 1907 S Highlands BLVD, West Richland, WA 99353-4459 (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. 09 824 and executed on December 14, 2009, and Franklin County Resolution No. 2009 506 and executed on December 21, 2009 (the "Contract"), the parties agree section 1, Duration of Contract, shall be amended and replaced with the following section 1, Duration of Contract:

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2010 through December 31, 2010. 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.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

<p><i>Alison Moore</i> 1/19/10</p>	<p><i>Sharon A. Paradis</i> 1/29/10</p>
<p>Alison Moore Date</p>	<p>Sharon A. Paradis Date</p>
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p>Agreed Review Performed by Franklin County Sarah Perry, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>James R. Beaver</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><i>Bob</i> 01/14/2010 <u>Bob</u> _____ Ryan Verhulst, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Brad Peck</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

RESOLUTION

f

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING CONTRACT #BCSC1012SPS001 WITH ATTORNEY SHAWN SANT FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT.

WHEREAS, Benton County previously elected to terminate the contract of attorney Tonya Corsi, an attorney providing indigent defense services in Benton County Superior Court, and the effective date of the termination is March 15, 2010 but no further cases may be assigned to Tonya Corsi from the date of February 15, 2010 on;

WHEREAS, attorney Bob Thompson, another attorney providing indigent defense services in Benton County Superior Court has elected to relinquish his contract with Benton County in favor of accepting a contract with Franklin County;

WHEREAS, it is now necessary to replace both attorney Tonya Corsi and attorney Bob Thompson on the Benton County Superior Court indigent defense panel;

WHEREAS, attorney Shawn Sant, an attorney who currently holds a contract with Franklin County for Superior Court indigent defense services has expressed interest in contracting with Benton County instead;

WHEREAS, after a request for qualifications process it was decided to offer attorney Richard Johnston a contract to provide indigent defense services in Benton County Superior Court;

WHEREAS, by executing a contract with attorney Sant with an effective start date of February 1, 2010, executing a similar contract with attorney Johnston with an identical start date, and by terminating attorney Bob Thompson's contract also effective February 1, 2010 (all to be done by separate resolutions) there will be minimal impact to either the Superior Court caseload or budget and therefore such action appears to be in the best interests of Benton County;

NOW THEREFORE, BE IT RESOLVED THAT the attached contract with attorney Shawn Sant for indigent defense services in Benton County Superior Court, designated BCSC1012SPS001, be executed as presented.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

cc: Originals – OPD, Shawn Sant
Copy -- R. Ozuna, Auditor, District Court

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY
SUPERIOR COURT
CONTRACTS #BCSC1012SPS001**

THIS AGREEMENT is entered into by and between Shawn P Sant attorney at law, Washington State Bar Association # 35535 ("Attorney"), dba Mendoza Law Office, 7135 W Hood Pl, Kennewick, WA 99336 and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2010** and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 7135 W Hood Pl, Kennewick, WA 99336. Attorney's current local office telephone and fax numbers are (509) 374-1554 and (509) 374-8124, respectively; and Attorney's current office/work e-mail address is shawn@mendozalawyers.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities,

RESOLUTION

9

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING BCDC0910LPS002 AND TERMINATING BCDC0910LPS001, BOTH CONTRACTS BETWEEN ATTORNEY LUKE SWINNEY AND BENTON COUNTY TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT.

WHEREAS, Attorney Luke Swinney ("Attorney") recently entered into indigent defense contract #BCDC0910LPS001 with Benton County whereby he would provide indigent defense services in Benton County District Court equivalent to 50% of a full case-load (ie 180 case equivalents) per year, with an effective date of December 1, 2009;

WHEREAS, Attorney Allison Hewitt, who also executed a 50% equivalent contract for indigent defense services in Benton County District Court contemporaneously with Attorney, has elected to relinquish her contract effective December 31, 2009;

WHEREAS, it is in the best interests of Benton County to increase Attorney Luke Swinney's contract to a 100% contract to compensate for Attorney Allison Hewitt's departure;

NOW THEREFORE, BE IT RESOLVED THAT the contract, #BCDC0910LPS001 be terminated effective December 31, 2009, and that the replacement contract, #BCDC0910LPS002, increasing Attorney Luke Swinney's caseload to 100%, be executed as presented.

Dated this day of, 2010.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC0910LPS002**

THIS AGREEMENT is entered into by and between Luke P Swinney, attorney at law, Washington State Bar Association # 41936 ("Attorney"), and BENTON COUNTY, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.
- C. Attorney needs some additional direct experience litigating cases involving persons charged with criminal offenses, and Attorney and the Counties recognize the need to create an opportunity and process for Attorney to gain that experience without compromising the rights and interests of represented indigent clients via limiting the number and types of cases appointed to Attorney for a period of time and via having an experienced attorney also under contract with the County to provide criminal defense services in District Court directly and independently mentor Attorney and supervise and report on Attorney's performance and progress under this Agreement.

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

1. AGREEMENT TERM. This Agreement shall be deemed effective for all purposes as of the execution date stated below, and shall continue thereafter through and including the 31st day of December 2010, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. ATTORNEY'S OFFICE LOCATION.

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 8797 Gage Blvd, Suite B, Kennewick, WA 99336. Attorney's current local office telephone and fax numbers are (509) 783-

h

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPLICATION FOR U.S. SENATOR PATTY MURRAY FOR THE FY2011 TRANSPORTATION REQUEST FORM, WHICH IS THE APPLICATION FOR RED MOUNTAIN INTERCHANGE, WHICH INCLUDE THE INTERCHANGE AT MP 100 ON I-82 AND THE ROADWORK ASSOCIATED WITH THE INTERCHANGE TO CONNECT IT TO SR-224

WHEREAS, an application for U.S. Senator Patty Murray for the FY2011 Transportation Request Form has been prepared for the Red Mountain Interchange, and the application requests is in the amount of \$24,000,000.00 to complete the entire project, NOW, THEREFORE,

BE IT RESOLVED that the application be and hereby is approved, and that the Chairman of the Board is authorized to sign the cover letter.

DATED this _____ day of _____, 2010

Chairman

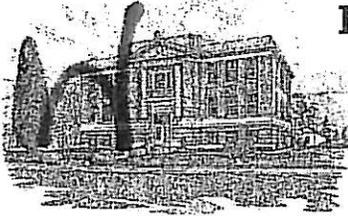
Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:MB:lss



Board of County Commissioners
BENTON COUNTY

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James R. Beaver
District 3

January 28, 2010

The Honorable Patty Murray
173 Russell Senate Office Building
Washington D.C. 20510

Re: Red Mountain Interchange

Dear Senator Murray:

First, I wish to thank you for your support of the Red Mountain Interchange, which is a vital phase of the Red Mountain Vision Project.

Let me comment about some of the infrastructure progress in the Red Mountain area:

In 2005, West Richland finished a \$1,750,000 construction project to extend Keene Road from Bombing Range Road to SR 224. This now serves as a gateway into the Red Mountain Industrial Park from the current West Richland community. Construction of the roadway was completed and open to traffic by June 2006. This roadway project was funded by a \$1,500,000 State of Washington Public Works Trust Fund loan and through generous partnerships with Benton County, Port of Kennewick, Benton County Fire District No. 4, and the Richland School District.

Also in 2006 Benton County completed the \$940,00 project named Antinori Road for the Washington State Department of Natural Resources, Benton County, and the St. Michelle Winery. Antinori Road bisects the heart of the Red Mountain American Viticultural Area (AVA). This road provides access to the Red Mountain AVA Area that is north of SR 224 and east of Demoss Road. Potentially, this road could provide access to as many as three-dozen wineries, and other wine related businesses.

Currently two adjacent projects on Webber Canyon Road are in construction. Both roads feed into the BNSF railroad under

Crossing located in Kiona. The combined length of both projects equals approximately 5.0 miles. The combined cost for these two projects is \$6,000,000.

Benton County is ready to construct the BNSF railroad undercrossing in Kiona. That project has been partially funded.

These previous projects prove that the Federal, State, and Local agencies, in partnership with private industries, are working hard to expand the transportation infrastructure for the Red Mountain AVA Area, knowing that this is what it will take in order for it to develop.

The Red Mountain Interchange is vital to the ongoing economic stimulus of the Benton City and West Richland areas. The new interchange will finally provide interstate access to West Richland, which is the last of our regional communities. Additionally, the new interchange will provide critical access to the West Richland and Benton City industrial and commercial lands that support the Red Mountain AVA Area. In the near term, the new interchange will provide sustaining support for the economic growth needed for our region.

This interchange is most critical to advancing the Red Mountain Vision, and your ongoing support is greatly appreciated by the numerous supporters and participants working diligently for a better tomorrow.

Sincerely,

James R Beaver, Chairman
Board of Benton County Commissioners

- c: Leo Bowman, Member, Board of Benton County Commissioners
Max Benitz, Member, Board of Benton County Commissioners
Dale Jackson, Mayor, City of West Richland
Mark Kushner, Transportation Director, Benton Franklin Council
of Governments
Bruce Etzel, Comm. Development and Member Relations
Coordinator, Benton REA
David Sparks, Administrator, Benton County
Carl Adrian, Executive Director, TRIDEC
Kris Watkins, CEO, Tri-Cities Visitor and Convention Bureau

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT RENTAL RATES FOR COUNTY ROAD EQUIPMENT RENTAL AND REVOLVING FUND - 2010

WHEREAS, by resolution 77-644, dated December 29, 1977, an annual review of the E. R. & R. Fund's Equipment Rental Rates was established; and

WHEREAS, the current Equipment Rental Rates were last reviewed in January 2009; and

WHEREAS, a review of equipment status has been made and it is found that all equipment rental rates need to be revised according to the attached schedule; and

WHEREAS, the County Engineer recommends that the attached schedule of Equipment Rental Rates be approved and become effective January 1, 2010; NOW, THEREFORE,

BE IT RESOLVED that the attached schedule of E. R. & R. Fund Equipment Rental Rates for all County Road Equipment be approved and be effective January 1, 2010.

Dated this 1st day of February, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of
Commissioners of Benton
County, Washington.

SWB:LJM:slc

E.R.R. Fund

Equipment Rental Rate Schedule

2010

Rates: (hr) = Hourly (mo) = Monthly (yr) = Yearly

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
0095	Water Pump, portable	\$15.00 (hr)	\$15.00 (hr)
0096	Water Pump, portable	\$15.00 (hr)	\$15.00 (hr)
0172	Truck, Oil Distributor	\$98.74 (hr)	\$106.99 (hr)
0212	Pipe trailer	\$15.75 (hr)	\$15.75 (hr)
0215	Generator, portable	\$5.00 (hr)	\$5.00 (hr)
0216	Vibratory tamper	\$25.93 (hr)	\$25.93 (hr)
0217	Vibratory tamper	\$25.93 (hr)	\$25.93 (hr)
0253	Roller trailer	\$4.98 (hr)	\$3.59 (hr)
0273	Concrete vibrator	\$2.00 (hr)	\$2.00 (hr)
0322	Trailer, Beaver Tail, TBR 10-12	\$14.50 (hr)	\$10.48 (hr)
0334	Trailer/Eng. Lab.	\$6.88 (hr)	\$7.76 (hr)
0335	Excavator	\$87.10 (hr)	\$97.65 (hr)
0336	Vacuum Sweeper	\$73.37 (hr)	\$87.52 (hr)
0351	Vibratory roller	\$11.69 (hr)	\$5.69 (hr)
0358	2-Way Dump truck	\$83.83 (hr)	\$92.73 (hr)
0362	Truck/tractor	\$38.22 (hr)	\$57.64 (hr)
0371	2-Way Dump Truck	\$55.90 (hr)	\$62.38 (hr)
0375	Water Truck	\$54.36 (hr)	\$44.16 (hr)
0388	Equipment trailer	\$15.43 (hr)	\$14.00 (hr)
0390	Water pump	\$35.69 (hr)	\$16.95 (hr)
0399	Loader/backhoe	\$43.23 (hr)	\$45.73 (hr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
0403	Pickup, 3/4 ton (Gas)	\$13.00 (hr)	\$8.58 (hr)
0404	Pickup, 3/4 ton (Gas)	\$20.60 (hr)	\$15.29 (hr)
0405	2-Way Dump Truck	\$59.21 (hr)	\$58.13 (hr)
0406	2-Way Dump Truck	\$50.49 (hr)	\$80.41 (hr)
0407	Truck, Patch	\$43.24 (hr)	\$31.81 (hr)
0410	Grader	\$97.62 (hr)	\$101.83 (hr)
0417	Trailer, pup	\$11.64 (hr)	\$12.13 (hr)
0418	Trailer, equipment	\$23.57 (hr)	\$18.65 (hr)
0419	Trailer, belly dump	\$73.70 (hr)	\$28.98 (hr)
0420	Conveyor	\$47.97 (hr)	\$12.33 (hr)
0424	Rock rake	\$46.50 (hr)	\$46.24 (hr)
0425	Rock rake	\$8.03 (hr)	\$7.16 (hr)
0428	Pup trailer	\$25.28 (hr)	\$32.02 (hr)
0429	Broom	\$67.78 (hr)	\$48.00 (hr)
0432	Trailer, tank	\$49.39 (hr)	\$17.05 (hr)
0434	Pickup, 4x4 (3/4 T Diesel)	\$17.06 (hr)	\$15.30 (hr)
0435	Pickup, 1/2 ton (Gas)	\$26.97 (hr)	\$25.19 (hr)
0438	Trailer	\$26.11 (hr)	\$18.52 (hr)
0439	Trailer	\$23.54 (hr)	\$23.76 (hr)
0441	1 Ton Truck (w/ flatbed)	\$19.35 (hr)	\$21.52 (hr)
0442	Tilt Trailer	\$7.22 (hr)	\$12.85 (hr)
0443	Truck Chassis	\$46.44 (hr)	\$45.73 (hr)
0444	Pickup (3/4 T Trapwagon)	\$12.27 (hr)	\$15.07 (hr)
0447	Spray Tank	\$14.11 (hr)	\$14.78 (hr)
0449	Road Grader	\$83.21 (hr)	\$91.59 (hr)
0450	Loader	\$32.81 (hr)	\$43.67 (hr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
0452	Roller	\$70.76 (hr)	\$25.16 (hr)
0453	Compactor	\$7.90 (hr)	\$7.43 (hr)
0455	Pickup (3/4 T Flatbed - Gas)	\$30.46 (hr)	\$26.67 (hr)
0458	Conveyor	\$19.91 (hr)	\$15.58 (hr)
0459	Conveyor	\$23.31 (hr)	\$11.64 (hr)
0460	Loader-backhoe	\$41.98 (hr)	\$44.51 (hr)
0461	Water Truck	\$64.07 (hr)	\$39.74 (hr)
0462	Spray unit	\$6.76 (hr)	\$3.84 (hr)
0464	Pickup, Small (Gas)	\$25.54 (hr)	\$25.54 (hr)
0465	Utility Vehicle	\$6.16 (hr)	\$8.09 (hr)
0466	Pickup (1/2 T - Gas)	\$11.73 (hr)	\$15.50 (hr)
0467	Vibratory Tamper	\$22.60 (hr)	\$37.70 (hr)
0468	Water Truck	\$99.44 (hr)	\$71.35 (hr)
0469	Grader	\$110.78 (hr)	\$109.92 (hr)
0470	Dump Truck 10-12 cy	\$74.25 (hr)	\$68.82 (hr)
0471	Dump Truck 10-12 cy	\$87.66 (hr)	\$84.69 (hr)
0472	Dump Truck 10-12 cy	\$70.70 (hr)	\$70.80 (hr)
0473	Dump Truck	\$77.45 (hr)	\$77.84 (hr)
0474	Dump Truck	\$71.32 (hr)	\$70.63 (hr)
0475	Dump Truck	\$69.97 (hr)	\$75.25 (hr)
0476	Utility Truck	\$52.16 (hr)	\$47.49 (hr)
0477	Rock Spreader	\$26.20 (hr)	\$28.11 (hr)
0478	Rock Spreader	\$26.53 (hr)	\$26.66 (hr)
0479	Rock Spreader	\$26.59 (hr)	\$26.72 (hr)
0480	De-Icing Tank	\$11.75 (hr)	\$39.50 (hr)
0481	De-Icing Tank	\$32.85 (hr)	\$86.32 (hr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
0482	Rammer	\$16.64 (hr)	\$14.16 (hr)
0484	Front End Loader	\$67.48 (hr)	\$64.98 (hr)
0485	Grader	\$90.47 (hr)	\$89.62 (hr)
0486	Utility Vehicle	\$12.00 (hr)	\$23.63 (hr)
0487	Pickup (1/2 T - Gas)	\$4.04 (hr)	\$3.24 (hr)
0488	Pickup (3/4 T - Diesel)	\$14.89 (hr)	\$15.17 (hr)
0489	Rock Rake	\$24.29 (hr)	\$28.35 (hr)
0490	Truck - Hot Patch unit mounted	\$139.49 (hr)	\$150.11 (hr)
0492	Grader	\$102.24 (hr)	\$84.69 (hr)
0493	V Snowplow	\$10.00 (hr)	\$10.00 (hr)
0494	Pickup	\$20.71 (hr)	\$19.75 (hr)
0495	Roller	\$52.08 (hr)	\$65.08 (hr)
0496	Sedan	\$7.57 (hr)	\$8.65 (hr)
0497	Pickup	\$15.01 (hr)	\$13.98 (hr)
0498	Pickup	\$14.66 (hr)	\$16.08 (hr)
0499	Pickup	\$15.49 (hr)	\$16.26 (hr)
0500	Grader	\$105.74 (hr)	\$97.74 (hr)
0501	Forklift	\$20.00 (hr)	\$20.00 (hr)
0502	De-Icing Tank	\$18.96 (hr)	\$50.68 (hr)
0503	Paint Sprayer	\$10.00 (hr)	\$10.00 (hr)
0504	Broom	\$80.41 (hr)	\$76.64 (hr)
0505	Tractor/Mower	\$81.18 (hr)	\$78.59 (hr)
0506	Wood Chipper	\$69.58 (hr)	\$62.72 (hr)
0507	Pickup 4x4	\$7.06 (hr)	\$7.01 (hr)
0508	Pickup	\$17.45 (hr)	\$17.45 (hr)
0509	Spray Truck	\$28.25 (hr)	\$28.60 (hr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
0510	Pickup	\$12.33 (hr)	\$17.28 (hr)
0511	Tractor	\$85.06 (hr)	\$100.61 (hr)
0512	Sedan	\$8.74 (hr)	\$10.37 (hr)
0513	Sedan	\$8.74 (hr)	\$10.37 (hr)
0514	Forklift	\$20.00 (hr)	\$20.00 (hr)
0515	Pickup	\$10.04 (hr)	\$10.51 (hr)
0516	Pickup	\$14.21 (hr)	\$15.83 (hr)
0517	Pickup	\$13.05 (hr)	\$17.24 (hr)
0518	Truck, Spray	\$47.43 (hr)	\$96.04 (hr)
0520	Pickup	\$46.44 (hr)	\$50.00 (hr)
0521	Sedan	\$8.74 (hr)	\$10.37 (hr)
0522	Pickup	\$14.48 (hr)	\$15.30 (hr)
0523	Pickup	\$14.41 (hr)	\$14.70 (hr)
0524	Pickup 4x4 (1/2 ton gas)		\$0.00 (new)
0525	Pickup 4x4 (1 ton diesel)	\$0.00 (hr)(new)	\$13.80 (hr)
0526	Pickup	\$0.00 (hr)(new)	\$16.28 (hr)
0527	Pickup	\$0.00 (hr)(new)	\$15.86 (hr)
0528	Pickup	\$0.00 (hr)(new)	\$15.86 (hr)
0529	Pickup	\$0.00 (hr)(new)	\$15.86 (hr)
0530	Pickup	\$0.00 (hr)(new)	\$15.86 (hr)
0531	Utility Vehicle	\$0.00 (hr)(new)	\$11.48 (hr)
0532	Pickup	\$0.00 (hr)(new)	\$19.20 (hr)
0533	Utility Vehicle		\$0.00 (new)
1017	Compact	\$0.00 (yr)	\$0.00 (yr)
1024	Sedan	\$0.00 (yr)	\$0.00 (yr)
1025	Sedan	\$124.00 (yr)	\$2,339.00 (yr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
1026	Sedan	\$0.00 (yr)	\$169.00 (yr)
1029	Sedan	\$715.00 (yr)	\$0.00 (yr)
1030	Sedan	\$0.00 (yr)	\$547.00 (yr)
1033	Sedan	\$8,999.00 (yr)	\$1,452.00 (yr)
1034	Pickup	\$3,087.00 (yr)	\$11.64 (hr)
1036	Pickup	\$0.00 (yr)	\$0.00 (yr)
1037	Pickup	\$365.00 (yr)	\$1,460.00 (yr)
1038	Pickup	\$11.63 (hr)	\$11.83 (hr)
1039	Pickup	\$0.00 (yr)	\$0.00 (yr)
1040	Pickup	\$11.64 (hr)	\$12.32 (hr)
1041	Pickup	\$0.00 (yr)	\$0.00 (yr)
1042	Sedan	\$508.00 (yr)	\$67.00 (yr)
1044	Utility Vehicle	\$1,760.00 (yr)	\$1,244.00 (yr)
1045	Pickup	\$885.00 (yr)	\$375.00 (yr)
1046	Cargo Van	\$0.00 (yr)	\$0.00 (yr)
1047	Sedan	\$903.00 (yr)	\$279.00 (yr)
1048	Sedan	\$2,152.00 (yr)	\$938.00 (yr)
1049	Sedan	\$106.00 (yr)	\$13.00 (yr)
1050	Sedan	\$144.00 (yr)	\$127.00 (yr)
1051	Station Wagon	\$675.00 (yr)	\$1,630.00 (yr)
1052	Sedan	\$1,246.00 (yr)	\$140.00 (yr)
1053	Sedan	\$912.00 (yr)	\$1,248.00 (yr)
1054	Utility Vehicle	\$4,269.00 (yr)	\$0.00 (yr)
1056	Sedan	\$2,580.00 (yr)	\$1.00 (yr)
1057	Pickup	\$1,734.00 (yr)	\$1,746.00 (yr)
1058	Sedan	\$755.00 (yr)	\$1,563.00 (yr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
1059	Cargo Van	\$1,329.00 (yr)	\$1,843.00 (yr)
1060	Pickup	\$11.00 (hr)	\$11.00 (hr)
1061	Sedan	\$10.00 (hr)	\$1,289.00 (yr)
1063	Pickup	\$2,642.00 (yr)	\$1,853.00 (yr)
1064	Utility Vehicle	\$2,639.00 (yr)	\$2,671.00 (yr)
1065	Sedan	\$1,232.00 (yr)	\$2,857.00 (yr)
1066	Sedan	\$3,909.00 (yr)	\$1,621.00 (yr)
1067	Pickup	\$5,581.00 (yr)	\$2,544.00 (yr)
1068	Sedan	\$3,586.00 (yr)	\$4,617.00 (yr)
1069	Sedan	\$7,168.00 (yr)	\$8,775.00 (yr)
1070	Van	\$6,031.00 (yr)	\$5,320.00 (yr)
1071	Sedan	\$2,238.00 (yr)	\$3,550.00 (yr)
1072	Pickup	\$5,855.00 (yr)	\$7,045.00 (yr)
1073	Sedan	\$5,190.00 (yr)	\$5,050.00 (yr)
1074	Sedan	\$5,711.00 (yr)	\$5,657.00 (yr)
1075	Sedan	\$5,944.00 (yr)	\$7,080.00 (yr)
1076	Van	\$5,359.00 (yr)	\$5,443.00 (yr)
1077	Sedan	\$4,130.00 (yr)	\$4,951.00 (yr)
1078	Sedan	\$4,063.00 (yr)	\$5,463.00 (yr)
1079	Pickup	\$5,281.00 (yr)	\$5,399.00 (yr)
1080	Sedan	\$4,851.00 (yr)	\$5,262.00 (yr)
1081	Pickup	\$4,862.00 (yr)	\$6,931.00 (yr)
1082	Pickup	\$6,728.00 (yr)	\$8,355.00 (yr)
1083	Sedan	\$2,854.00 (yr)	\$4,668.00 (yr)
1084	Sedan	\$0.00 new	\$3,413.00 (yr)
1085	Sedan	\$0.00 new	\$3,413.00 (yr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
1086	Pickup	\$0.00 new	\$3,446.00 (yr)
1087	Pickup	\$0.00 new	\$3,446.00 (yr)
1088	Sedan		\$0.00 (new)
1089	Utility Vehicle		\$0.00 (new)
1090	Passenger Van		\$0.00 (new)
E5005	Digitizing Tablet	\$0.00 (mo)	\$0.00 (mo)
E5013	Notebook	\$0.00 (mo)	\$0.00 (mo)
E5021	Wheelwriter	\$0.00 (mo)	\$0.00 (mo)
E5024	Notebook	\$0.00 (mo)	\$0.00 (mo)
E5038	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5040	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5041	Notebook	\$0.00 (mo)	\$0.00 (mo)
E5042	Notebook	\$0.00 (mo)	\$0.00 (mo)
E5044	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5049	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5051	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5053	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5054	Design Printer	\$0.00 (mo)	\$0.00 (mo)
E5055	Printer	\$0.00 (mo)	\$0.00 (mo)
E5057	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5058	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5059	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5060	Total Station	\$0.00 (hr)	\$0.00 (hr)
E5061	Data Collector	\$0.00 (hr)	\$0.00 (hr)
E5062	Printer	\$0.00 (mo)	\$0.00 (mo)
E5063	Nuclear Density Gauge	\$11.00 (hr)	\$11.00 (hr)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
E5064	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5065	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5067	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5068	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5069	Autolevel	\$0.00 (mo)	\$0.00 (mo)
E5071	Printer/Scanner	\$0.00 (mo)	\$0.00 (mo)
E5072	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5073	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5074	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5075	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5076	Nuclear Density Gauge	\$11.00 (hr)	\$11.00 (hr)
E5077	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5078	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5079	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5080	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5081	Monitor	\$0.00 (mo)	\$0.00 (mo)
E5083	Monitor	\$0.00 (mo)	\$0.00 (mo)
E5085	Printer/Scanner/Fax	\$0.00 (mo)	\$0.00 (mo)
E5086	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5087	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5088	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5089	Workstation	\$0.00 (mo)	\$0.00 (mo)
E5090	Monitor	\$0.00 (mo)	\$0.00 (mo)
E5091	Monitor	\$0.00 (mo)	\$0.00 (mo)
E5092	Monitor	\$0.00 (mo)	\$0.00 (mo)
E5093	Monitor	\$0.00 (mo)	\$0.00 (mo)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
E5094	PDA	\$21.65 (mo)	\$21.65 (mo)
E5095	Workstation	\$46.39 (mo)	\$46.39 (mo)
E5096	Monitor	\$18.22 (mo)	\$18.22 (mo)
E5097	Workstation	\$74.38 (mo)	\$74.38 (mo)
E5098	Workstation	\$74.38 (mo)	\$74.38 (mo)
E5099	Monitor	\$14.22 (mo)	\$14.22 (mo)
E5100	Monitor	\$14.22 (mo)	\$14.22 (mo)
E5101	Workstation	\$40.62 (mo)	\$40.62 (mo)
E5102	Workstation	\$35.99 (mo)	\$35.99 (mo)
E5103	Printer	\$127.32 (mo)	\$127.32 (mo)
E5104	Total Station	\$36.34 (hr)	\$36.34 (hr)
E5105	Laptop Computer	\$40.99 (mo)	\$40.99 (mo)
E5106	Workstation	\$37.51 (mo)	\$37.51 (mo)
E5107	Workstation	\$37.51 (mo)	\$37.51 (mo)
E5108	Workstation	\$37.51 (mo)	\$37.51 (mo)
E5109	Workstation	\$37.51 (mo)	\$37.51 (mo)
E5110	Printer	\$3.06 (mo)	\$3.06 (mo)
E5111	Printer	\$25.59 (mo)	\$25.59 (mo)
E5113	Laptop Computer	\$48.48 (mo)	\$48.48 (mo)
E5114	Laptop Computer	\$0.75 (hr)	\$0.75 (hr)
E5115	Laptop Computer	\$0.75 (hr)	\$0.75 (hr)
E5116	Workstation	\$33.23 (mo)	\$33.23 (mo)
E5117	Printer	\$20.88 (mo)	\$20.88 (mo)
E5118	Workstation	\$99.21 (mo)	\$99.21 (mo)
E5119	Workstation	\$93.92 (mo)	\$93.92 (mo)
E5120	Workstation	\$93.92 (mo)	\$93.92 (mo)

<i>EQUIP. NO.</i>	<i>DESCRIPTION</i>	<i>CURRENT RENTAL RATE 01/01/09</i>	<i>REVISED RENTAL RATE 01/01/10</i>
E5121	Workstation	\$24.00 (mo)	\$24.00 (mo)
E5122	CPU	\$0.00 new	\$42.09 (mo)
E5123	CPU	\$0.00 new	\$42.09 (mo)
E5124	CPU	\$0.00 new	\$41.84 (mo)
E5125	CPU	\$0.00 new	\$29.30 (mo)
E5126	CPU	\$0.00 new	\$24.96 (mo)
E5127	Workstation	\$0.00 new	\$99.02 (mo)
E5128	Workstation	\$0.00 new	\$32.00 (mo)

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF SIXTEEN (16) NORIX MAX-MASTER EIGHT SEAT TABLE 60" DIAMETER FROM NORIX GROUP, INC. FOR THE BENTON COUNTY JAIL FACILITY, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF CUSTODY DEPARTMENT 120

WHEREAS, per resolution 09-812, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

WHEREAS, the tables and chairs used inside the Jail are wearing out and need to be replaced; and

WHEREAS, the Benton County Sheriff's Office has purchased Norix Max-Master Eight Seat Table 60" diameter table and chairs in the past; and

WHEREAS, the Benton County Sheriff's Office is pleased with the functionality and durability of the tables and chairs and wishes to purchase another sixteen (16) Norix Max-Master Eight Seat Table 60" diameter; and

WHEREAS, the Benton County Sheriff's Office solicited the following companies to provide a quote for sixteen (16) Norix Max-Master Eight Seat Table 60" diameter; and

- Norix Group, Inc., West Chicago, IL (\$20,985.80 including shipping but not WSST)
- Access Distributors, Inc., Franklin, MA (\$26,826.00 including shipping but not WSST)
- Kanche and Associates, Sandia Park, NM (\$22,971.80 including shipping but not WSST)

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing sixteen (16) Norix Max-Master Eight Seat Table 60" diameter from Norix Group, Inc., West Chicago, IL; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of sixteen (16) Norix Max-Master Eight Seat Table 60" diameter from Norix Group, Inc., West Chicago, IL in the amount of \$20,985.80 excluding WSST with the total amount payable not to exceed \$22,000.00 excluding WSST.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Al Thompson, Purchase file



Norix Group, Inc

1000 Atlantic Drive - West Chicago, IL 60185-5101 -
 Phone: 630-231-1331 - Fax: 630-231-4343 - Email: furniture@norix.com

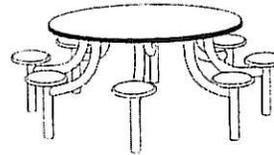
QUOTE

To: Benton County Sheriff's
 Sharon Felton
 Phone: (509)783-1451
 Fax: (509)736-3054
 Email: sharon_felton@co.benton.wa.us
 Re: Max-Master Tables for your facility.
 REVISED

Date	Quote #
01/07/10	WA010610-1

Terms	Quoted By:	Ship Via
NET 30 Upon Approval	Jessica Hare	Common

Qty	Description	Unit Net Price	Ext. Price
16	Norix Max-Master Eight Seat Table - 60" Diameter Laminate Top-Black Slammer Stone Edge 8 Legs: 3" Dia, Black, Glide 8 Seats: Super Slammer Stone - Black Model: MX6000-8PT	\$1,210.05	\$19,360.80



FREIGHT: Standard Dock Delivery: West Chicago, IL to Kennewick, WA. Shipping & Handling \$1,625.00

Attention: Freight includes Shipping & Handling charges for common carrier with standard dock delivery and requires the use of your personnel and equipment for unloading. If you require 24 hour notification, exact day delivery, unloading assistance, inside delivery, or special assistance, please contact Norix before the scheduled shipment date as there will be additional charges.

Does not include applicable taxes or installation Total \$20,985.80

Delivery: 8-10 weeks after receipt of order, or sooner.

Your Local Representative:

John Bradley of Rocky Mountain Consultants @ 801-860-7806 (bradleyjohn001@xmission.com) or Mike Anderson @ 425-320-1360

This Quotation is valid for 30 days and is subject to the Standard Terms and Conditions stated in the Norix Group Price List dated January 1, 2009. The Standard Terms and Conditions follow.

Thank you for allowing Norix the privilege of quoting your requirements.

Access Distributors, Inc.
Access Furniture Company
 9 Summer Street, Suite 305
 Franklin, MA 02038-3822
 (508)520-0111 • Fax (508)520-6616

QUOTATION

QUOTATION NUMBER: 01.08.10

QUOTATION DATE: January 8, 2010

TO	SHIP TO
Officer Sharon Felton Benton County Sheriff's Office 7122 W. Okanagan Place Kennewick, WA 99336	Benton County Sheriff's Office 7122 W. Okanagan Place Kennewick, WA 99336

F.O.B. POINT	SHIP VIA	SHIPPING BY
Origin	Least Expensive Means	90 Days A.R.O.

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
16	EA	Norix Model No. MX6000-8PT – Max-Master Table Eight Seat Table w/ 60" Dia. Laminate Top Seat Color: Black – Glides at Leg Bottoms Ships K.D.	1,573.50	25,176.00
1	EA	Shipping	1,650.00	1,650.00
TOTAL				26,826.00

PLEASE ADDRESS ANY QUESTIONS REGARDING THIS QUOTATION TO RANDY JAY AT (508)520-0111

Corrections & Detention Specialists

Date: January 20, 2010
INVOICE # 012110
Expiration Date: Feb. 20, 2010

KANCHE AND ASSOCIATES
44 Paa Ko Drive
Sandia Park, NM 87047
505 286 0154
FAX 505-286-0154
Kanche & Associates (USA) Inc

Kanche + Associates
44 Paa Ko Dr.
Sandia Park, NM 87047-8501
505-286-0165

Sharon Felton
Sheriff's Dept.
Kennewick, WA

Fax: 509-736-3054
Customer ID WA

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Kanche		Most economical		12-16 weeks	Due on receipt	

Qty	Item #	Description	Unit Price	Discount	Line Total
16	MX6000PT	Norix round laminate top tables, glides, Slammer stone seats, black	\$1331.05		\$21,296.80
		Freight	\$1675.00		\$1675.00
Total Discount					
Subtotal					\$22,971.80
Sales Tax					Not included
Total					\$22,971.80

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF OLYMPIA FOR THE PURPOSE OF PROVIDING USE OF JAIL FACILITIES TO THE CITY OF OLYMPIA AND RESCINDING RESOLUTION 09-904

WHEREAS, Benton County is authorized by law to operate a jail for misdemeanants and felons and the City of Olympia is authorized by law to operate a jail for misdemeanants and felons; and

WHEREAS, the City of Olympia wishes to designate the Benton County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City of Olympia's custody; and

WHEREAS, Benton County is amenable to accepting and keeping inmates received from the City of Olympia in Benton County's custody at its jail for a rate of \$67.89 per inmate per day; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, Benton County and City of Olympia have an Agreement for the use of the Benton County Jail Facility through January 31, 2010 via Resolution 08-1039 and Resolution 09-904; and

WHEREAS, Benton County and the City of Olympia wish to enter into a similar Agreement for the use of the jail facilities effective January 1, 2010 through December 31, 2010; **NOW, THEREFORE**

BE IT HEREBY RESOLVED, the Benton County Commissioners hereby approves the attached Agreement and authorizes the Board to sign the attached Agreement between Benton County and the City of Olympia for the use of the Benton County jail facilities; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on January 1, 2010 and expires on December 31, 2010; and

BE IT FURTHER RESOLVED, Resolution 09-904 is hereby rescinded.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

Orig Sheriffs Office
cc: Auditor, R. Ozuna, Olympia

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: February 1, 2010 Subject: Olympia Jail Contract Prepared By: Keith Mercer Reviewed By: Linda Ivey A. Thompson	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

The current contract with the City of Olympia is expiring January 31, 2010. City of Olympia has the new 2010 contract and it was approved at their 1-26-10 meeting. The original signature pages are in transit to the Justice Center. Hopefully they will have made it down and are available for your signature at the 2-1-10 board meeting. Please execute this contract so we can continue to house City of Olympia inmates.

FISCAL IMPACT

MOTION

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington hereinafter "County"), and the City of Olympia, a municipal corporation under the laws of the State of Washington/political subdivision of the State of Washington (hereinafter "Contract Agency").

RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE: It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington 99336. Such use shall be solely for the purpose of incarcerating inmates otherwise subject to incarceration at Contract Agency's jail facilities and shall be further subject to all terms and conditions contained herein.

2. MAILING AND CONTACT ADDRESS: All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Benton County Jail,
Attn.: Jail Administrator
7122 W. Okanogan Pl. Bldg. A
Kennewick, Washington 99336
Facsimile: (509) 783-5852_
Tel. No. (509) 735-6555 ext.3290

Contract Agency: City of Olympia
Attn.: Jail Administrator
900 Plum Street Southeast
Olympia, WA 98501

P.O. Box 1967
Olympia, Washington 98507-1967
Facsimile: (360) 753-8460
Tel. No. (360) 753-8417

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by facsimile, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have a contact person at all times this agreement is in force. Parties may change their contact person by submitting notice of such change to the other party in writing.

4. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain inmates set forth in Sections 8 and 9 herein, the County shall accept and keep inmates, up to the guaranteed minimum stated in Section 5 (a) below, at the request of the Contract Agency, unless in the sole discretion of the County, its inmate population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse to accept or request removal of the Contract Agency's inmates. Acceptance of inmates above and beyond the guaranteed minimum shall be at the sole discretion of the County. The Contract Agency shall only submit inmates for confinement under this Agreement that the sentencing court has sentenced to 24 hours a day jail confinement and without eligibility for participation in work crew, work release, home monitoring or any other programs in which inmates serve all or part of their sentences outside the confines of a jail.

5. COMPENSATION FROM CONTRACT AGENCY:

(a) Block Purchase. County guarantees availability to Contract Agency of 20 beds per day during the calendar year 2010. As consideration for the bed availability, Contract Agency agrees to pay County \$495,597 by January 15, 2010 for 7,300 Prisoner Days in a block purchase of 20 beds/day (\$67.89/day). Bed days used in excess of the yearly block purchase shall be charged to Contract Agency at the daily rate of the block purchase for the year. Such billing may begin immediately upon exceeding the amount of the block

purchase and may be billed on a monthly basis. Payment shall be made as provided in subsection 5(c) below.

A "Prisoner Day" shall be that of a calendar day beginning from the time an inmate is transferred to the custody of the County as set forth in this Agreement.

(b) Other Costs. The Contract Agency shall also pay such other costs as are incurred by County or third parties in incarcerating inmates on behalf of Contract Agency, as set forth herein, including but not limited to any medical costs required by Section 6.

(c) Billing. The County may bill the Contracting Agency on the 15th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Contract Agency by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Contract Agency shall pay all collection costs associated with late payments.

(d) Booking Fee. The collection of a booking fee from the Contract Agency's inmates pursuant to RCW 70.48.390 shall be subject to the discretion of the Contract Agency and shall not be collected by the County from such inmates. Contract Agency shall not request or require County to assess such a fee on its behalf.

6. MEDICAL COSTS AND TREATMENT:

(a) Services Provided. Upon transfer of custody to the County, the County shall provide or arrange for the Contract Agency's inmates to receive all necessary medical, psychiatric and dental services in accordance with the policies and procedures of the County and applicable law.

(b) Cost Responsibility. The Contract Agency shall be responsible for, or shall pay for the cost of all medication prescribed for any of its inmates. The Contract Agency shall also pay for all costs associated with the delivery of medical, psychiatric and dental services provided to an inmate which, in the sole discretion of the County, requires the services of a third-party medical, dental or psychiatric services provider, and for all emergency medical, dental or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County. The County shall bill the Contract Agency only for the actual costs charged to the County and shall provide an itemization with such billing.

(c) Notice. Except in case of situations deemed an emergency at the sole discretion of the County, the County shall notify the Contract Agency's contact person in writing, by mail or facsimile, prior to transfer of a Contract Agency's inmate to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has either 1) received medical, psychiatric or dental treatment; or 2) refused any medical, psychiatric or dental treatment, from the Contract Agency or any third-party provider of such services before transfer for confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment

for such inmate(s).

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured inmate by retaking custody of such inmate at the County jail. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the County, in its sole discretion determines, that an inmate requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the inmate.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate. Upon resumption of custody by the Contract Agency, the Contract Agency shall receive a copy or summary of the medical, psychiatric or dental records held by the County for an inmate of the Contract Agency.

7. TRANSPORTATION OF CONTRACT PRISONERS:

(a) Regular Transport. The County agrees to perform, at no additional charge, one (1) round-trip transport per calendar week of inmates to and from the County jail and the City of Olympia, Washington, in order to transport inmates of the Contract Agency to and from the County jail. The County shall have sole discretion to set the day and time of such transport.

(b) Additional Transport Without Costs. The County agrees to perform one (1) additional round-trip transport per calendar week, at no additional charge, when the number of inmates ready and waiting to be transported to or from the County jail for the Contract Agency constitutes a minimum of three (3) inmates. The day and time of such transports are within the sole discretion of the County.

(c) Additional Transport with Costs. For any additional transports by the County required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the County to provide any transports other than those set forth in Section 7(a) or (b) above.

(d) Contract Agency Transport. In the event either party requests that custody of an inmate be transferred back to the Contract Agency, in accordance with any such right set forth in this Agreement, the County shall transport such inmate in accordance with the guidelines set forth in this Section 7 (a) or (b) above. If the Contract Agency desires to take custody of such inmate earlier than the next County transport without cost and the County does not agree to a transport by the County at the expense of the Contract Agency under Section 7 (c) above, the Contract Agency shall take custody of the inmate at the County jail and handle all transport responsibility. The Contract Agency shall cause written notice of any such expected transport by the Contract Agency to be received by the County at least 24 hours before the time of such transport.

8. TRANSFER OF CUSTODY:

(a) Commencement of Custody by County. Contract Agency inmates shall not be deemed to be in the legal custody of the County until deputies from the Benton County Sheriff's Department take physical control of such inmate. The County shall not be required to take such control of an inmate until the Contract Agency has delivered copies of all inmate records pertaining to the inmate's incarceration by the Contract Agency or its agent, including a copy or summary of each inmate's medical records held by the Contracting Agency or its agent, and a copy of the document that provides legal authority for the incarceration of the inmate. If additional information is requested by the County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept the Contract Agency's inmate for confinement. County shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for such property that the County allows inmates to keep in their cell. The Contract Agency's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the County take physical control of and assume custody of and responsibility for the Contract Agency's inmate to be confined.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County shall not be required to, under any circumstances, transfer custody of any inmate confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction. Even with such authorization, such transfer to another agency shall be at the discretion of County and shall be further subject to the provisions of Article 7 above.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and the Contract Agency's determinations regarding early release credits. It is the Contract Agency's duty to determine the amount, if any, of early release credits earned by each of its inmates and to timely notify the County of the effect of such credits upon each inmate's release date. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 6 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed legal custody of an inmate previously transferred to the County for incarceration pursuant to this agreement, upon either presentation of such inmate to the Contracting Agency at Olympia, Washington, or upon the Contract Agency's officers taking physical control of an inmate at any other location.

9. RIGHT TO REFUSE/RETURN AN INMATE: The County shall have the right to refuse to accept or to return any of the Contract Agency's inmates under any one of the following circumstances.

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency inmate who, at the time of presentation for transportation to the County jail for confinement, appears as determined by the County, in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the inmate to the satisfaction of the County.

b) Problematic Physical History or Behavior and New Medical Conditions. The County shall have the right to refuse to accept or to return any Contract Agency's inmate that, in the sole judgment of the County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the jail, or develops an illness or injury that may adversely affect or interfere with the operations of the County Jail. Any special transport costs, medical or otherwise, incurred in the return of Contract Agency's inmate under this subsection shall be the responsibility of the Contract Agency.

(c) Pending Charges. The County shall further have the right to refuse to accept or return any inmate from the Contract Agency for confinement that has misdemeanor, gross misdemeanor or felony charges pending.

(d) Claims/Litigation. The County shall have the right to refuse to accept or to return any Contract Agency inmate that files a claim or lawsuit against the County or indicates an intent to do so.

(e) Return for Release. The County shall have the right to return any Contract Agency inmate at anytime within six (6) days of the scheduled completion of a sentence of confinement by such inmate.

(f) Return Due to Upcoming Expiration. The County shall have the right to begin returning Contract Agency's inmates during the thirty days preceding expiration of this Agreement so that all inmates may be transported pursuant to the regular transports under Section 7 (a) and (b) above.

(g) Notice of Return and Transport. The County shall provide written notice, via facsimile or mail, of the anticipated return of an inmate under this Section 9 to the contact person identified herein for the Contract Agency. The County shall transport the inmate(s) authorized for return under this Section 9 in accordance with Section 7 (a) or (b) and within seven days of such notice, unless the Contract Agency transports such inmate(s) at the Contract Agency's expense.

10. REMOVAL FROM JAIL - OTHER GROUNDS: The Contract Agency's inmates may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request of the Contract Agency for transfer of custody back to the Contract Agency. In such case, the inmate will either be transported by the Contract Agency or by the County pursuant to Section 7 above.

(b) Court Order. By order of a court having jurisdiction over a Contract Agency's inmate. In

such case, transport shall be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 7 above.

(c) Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail, or which, in the County's sole discretion, requires the services of a third-party medical, psychiatric or dental care provider at a location outside of the Jail.

(d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the inmate(s) or personnel of the County. In such case, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

11. TRANSFER OF INMATES UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event of a notice of termination from the County in accordance with Section 21 below, it shall be the County's obligation to transport the Contract Agency's inmates to the Contract Agency at Olympia, Washington, at no expense to the Contract Agency. Such transports shall be made as if the Agreement were expiring and in accordance with the terms of Section 9 above, subsections (f) and (g).

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 21 below, the County agrees to continue weekly transports according to section 7. (a) and (b) until all inmates are returned to the Contract Agency before the termination date of the contract. Release dates schedule shall be determined between the County and the Contract agency according to the inmates normal release date or earlier if necessary to transport prior to the termination date. Until such removal, the Contract Agency shall pay the compensation and costs set forth herein related to the housing of such inmate(s). The County shall retain all rights hereunder, notwithstanding such termination, until all of the Contract Agency's inmates are removed from the jail. If the population of Contract Agency inmates or timing of notice of termination is such that transports pursuant to section 7(a) and (b) will not be completed prior to the anticipated termination date, then County may increase transports beyond that in section 7 (a) and (b) at Contract Agency's expense, or may require the Contract Agency transport the excess inmates.

12. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. With respect to the Contract Agency's inmates, the County shall maintain and manage disciplinary issues and shall administrator sanctions, including removal of earned early release credit, as per facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail shall apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. The County shall establish and maintain an account for each inmate

received from the Contract Agency and shall credit to such account all money received from an inmate or from the Contract Agency on behalf of an inmate. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the Contract Agency, or death or escape of an inmate, the County shall submit a check to each inmate or such inmate's representative eligible for reimbursement.

(c) Programs. The County shall provide the Contract Agency's inmates with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other inmates at the jail.

(d) Inability to Serve Time Outside of Facility. In accordance with Section 4 of this Agreement, the Contract Agency's inmates shall not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

13. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its inmates are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws applicable to the location of the jail in Benton County, Washington.

(b) Access to Inmates. Contract Agency personnel shall have the right to interview inmates from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Benton County Sheriff's Office personnel.

14. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified by phone and in writing as soon as practical. The County shall have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County shall not be required to pursue and return the Contract Agency's escaped inmates from outside of the County's jurisdiction.

(b) Deaths.

- (1) In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency shall be promptly notified by phone and in writing. Benton County Sheriff's Office Bureau of Law Enforcement and the Benton County Coroner will investigate the circumstances. The Contract Agency may, if it

wishes, join in the investigation and receive copies of all records and documents in connection with the investigation subject to the provisions outlined within Section 16 "Record Keeping" herein.

- (2) The County shall, subject to the authority of the Benton County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

15. POSTING OF BAIL: The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's inmate for the City of Olympia.

16. RECORD KEEPING: The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's inmates consistent with the record keeping by the County for all other inmates. The County shall make copies of said records available to the Contract Agency upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The contract Agency will be bound by all confidentiality laws applicable to jail and/or medical records.

17. INDEMNIFICATION AND INSURANCE:

(a) Indemnification of Contract Agency. The County shall indemnify the Contract Agency, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the County's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) Indemnification of County. The Contract Agency shall indemnify the County, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Contract Agency's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed

to by the parties to this Agreement or determined by a court of competent jurisdiction.

(c) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.

(d) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

18. NON-DISCRIMINATION POLICY: The County and the Contract Agency agree not to discriminate in the performance of this Agreement on the basis of race, sexual orientation, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap, or any other classes of persons protected from discrimination by any Federal or Washington State law.

19. ADMINISTRATION/DISPOSAL OF PROPERTY: This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Benton County Sheriff shall be responsible for administering the confinement of inmates hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

20. WAIVER OF RIGHTS: No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

21. TERMINATION: This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected inmates, if any.

22. WAIVER OF ARBITRATION RIGHTS: Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in

effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

23. DURATION: This Agreement shall be effective on January 1, 2010 and shall continue through December 31, 2010, unless terminated earlier under the terms set forth in Section 21 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

24. GOVERNING LAW: The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement.

25. MISCELLANEOUS: In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, its agents, nor its employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

Date: _____
BENTON COUNTY, WASHINGTON

Date: _____
CITY OF OLYMPIA, WASHINGTON

Chairman

Mayor

Member

City Attorney (approved as to form only)

Member

Attest: City Clerk

Constituting the Board of County Commissioners of
Benton County, Washington

Attest: _____ Clerk of the Board DATED: _____

Approved

Benton County Sheriff (as to content only)

Prosecuting Attorney (as to form only)

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 01 Feb 2010 Subject: Lake Roosevelt Memo Date: 27 Jan 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Attached is a letter of comment to the Department of Ecology for Commissioner consideration. The letter is a response to Ecology's request for "consultation" on the matter of new incremental storage releases from Lake Roosevelt. Derek Sandison discussed this with us briefly a couple of weeks ago, and I have attached the initial letter from them to the Board on the subject.

#

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

27 January 2009

Derek Sandison, Director
Office of Columbia River
Washington Department of Ecology
15 West Yakima Avenue – Suite 200
Yakima, Washington 98902-3452

Re: Lake Roosevelt Incremental Storage Releases

Dear Mr. Sandison,

The Board of Commissioners would like to take the opportunity to thank you for meeting with us in Kennewick on January 20th to discuss important regional water resources issues, including the "Lake Roosevelt Incremental Storage Releases Project". We realize that your responsibilities obligate you to difficult scheduling choices and a lot of travel, and we appreciate being able to discuss these topics with you in-person and face-to-face.

In regards to the Lake Roosevelt storage releases, we appreciate the opportunity to review the project and provide comment. At this time, we have no substantive comments and would just offer to you that we generally support the project and hope that the predicted instream and out-of-stream benefits will be realized. We will watch with interest over the coming years to see if the groundwater situation in the Odessa Subarea improves as intended.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

James Beaver, Chairman



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

15 W Yakima Ave, Ste 200 • Yakima, WA 98902-3452 • (509) 575-2490

RECEIVED
DEC 16 2009
BENTON COUNTY
COMMISSIONERS

December 14, 2009

RECEIVED

DEC 17 2009

BENTON COUNTY
PERSONNEL RESOURCES

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Jim	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<i>Fyall</i>

Benton County
c/o County Commissioners
620 Market Street
Prosser WA 99350

Dear Sir or Madam:

RE: Lake Roosevelt Incremental Storage Releases Project Consultation

The purpose of this letter is to request your input on the next phase of the Lake Roosevelt Incremental Storage Releases Project. Over the coming months, Ecology's Office of Columbia River (OCR) will take several permitting actions related to this project, including:

- Decisions on trust water applications filed by the Bureau of Reclamation.
- Issuing an addendum to the Supplemental Environmental Impact Statement (SEIS) for the project.
- Decisions on new applications for municipal and industrial purposes.

OCR would appreciate your comments and input on these decisions. Additional detail on the scope of each of these decisions is provided below.

Background

Since 2004, OCR has been working with federal, state and tribal partners to release additional water from Grand Coulee Dam for both instream and out-of-stream purposes. Extensive background on this project can be found on our website³⁸, including the Programmatic EIS; the Supplemental EIS for the project; agreements with the Bureau of Reclamation, Confederated Tribes of the Colville Reservation, and the Spokane Tribe of Indians; and permitting decisions. This project provides annual releases totaling 82,500 acre-feet for instream flows, municipal and industrial uses, and replacement water for groundwater irrigators in the Odessa Subarea. An additional 50,000 acre-feet is provided in drought years for instream flows and interruptible water users.

³⁸ http://www.ecy.wa.gov/programs/wr/cwp/cr_lkroos.html.

Trust Water Applications

On December 10, 2009, the Bureau of Reclamation filed three applications¹ to convey water to Ecology's trust water rights program. The applications total 13,527 acre-feet, which is the portion of the 82,500 acre-feet of the project released from Grand Coulee Dam in 2009. The remaining 68,973 acre-feet would be released in 2010 and would be the subject of trust water right decisions next year. The 13,527 acre-feet was released from August 16 to August 31, 2009 for instream flows consistent with OCR's December 2008 permitting decisions¹. The intent of the applications is to convey to trust 7,086 acre-feet for instream flows and 6,441 acre-feet for both instream flows and mitigation of new municipal and industrial permits.

Under State law, before Ecology can create a trust water right, it must provide notice to potentially affected water users, and make findings of no impairment and no detriment to the public interest. By this letter, in addition to the newspaper notice required by RCW 90.42.040(5)(a), OCR is providing the notice required in RCW 90.42.040(5)(b) of its intent to create trust water rights based on the three applications filed by the Bureau of Reclamation. Copies of these applications can be found on OCR's website¹. OCR is also providing notice via publication in newspapers. Comments on the trust water applications will be accepted through January 31, 2010.

Addendum to the Lake Roosevelt Supplemental EIS

OCR finalized the Lake Roosevelt Supplemental EIS on August 29, 2008¹. The Supplemental EIS outlined the permitting strategy for Lake Roosevelt releases that we are describing in this letter, including trust water decisions, new mitigated municipal and industrial permits, and the need for an overriding consideration of the public interest determination. Over the last year, additional detail became available on these issues, prompting OCR to issue an addendum to the Supplemental EIS. Topics addressed in the addendum include:

- Identification of municipal and industrial water right applications that may be mitigated by the trust water decisions.
- The process OCR used to determine which groundwater applications adjacent to the Columbia River may be mitigated by the trust water decisions.
- How OCR will deal with uncertainty caused by litigation before the Supreme Court on the definition of a municipal water supplier when it issues new municipal permits from the Columbia River.
- What kinds of uses will be permitted under industrial purpose of use for this project.
- OCR's process for making an OCPI determination.

The SEIS addendum will be available on our website¹ by December 23, 2009.

Benton County
December 14, 2009
Page 3 of 4

New Municipal and Industrial Applications from the Columbia River

By this letter, OCR is requesting consultation and comments on its intent to issue 25,000 acre-feet of new municipal and industrial permits from the Columbia River starting in 2010. Under WAC 173-563-020(4), consultation is required before issuance of new Columbia River permits:

The instream flows established and implemented by this chapter for instream and out-of-stream uses, and the average weekly flows applied by this chapter to out-of-stream uses do not apply to any application for water from the main stem Columbia River on which a decision is made by the department of ecology on or after July 27, 1997. Any water right application considered for approval or denial after that date will be evaluated for possible impacts on fish and existing water rights. The department will consult with appropriate local, state, and federal agencies and Indian tribes in making this evaluation. Any permit which is then approved for the use of such waters will be, if deemed necessary, subjected to instream flow protection or mitigation conditions determined on a case-by-case basis through the evaluation conducted with the agencies and tribes.

The new municipal and industrial permits will be mitigated by an equal quantity of water released each year from Grand Coulee Dam, 6,441 acre-feet of which will be mitigated by the trust water application filed by the Bureau on December 10, 2009. The remaining 18,559 acre-feet will be mitigated by a trust water application filed in the summer of 2010 following release of the water. OCR requests consultation and comments on the possible impacts of these permits on fish and existing water rights.

OCR will accept comments through January 31, 2010.

How to Comment

Please provide written comments by January 31, 2010 to the following address:

Derek Sandison, Director
Office of Columbia River
15 W. Yakima Ave., Ste 200
Yakima, WA 98902-3452

Alternatively, you may email comments to Leann.Purtzer@ecy.wa.gov with "Lake Roosevelt Storage Comment" in the subject line.

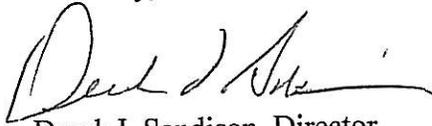
Benton County
December 14, 2009
Page 4 of 4

If you have questions on this project, please feel free to contact:

- Dan Haller, Columbia River Engineer, (509) 454-4255.
- Rick Roeder, Operations Supervisor, (509) 454-4238.
- Derek Sandison, Director, Office of Columbia River, (509) 457-7120.

Thanks in advance for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek I. Sandison", written over a horizontal line.

Derek I. Sandison, Director
Office of Columbia River

DRH:raz (091412a)

M.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELING TAXES ASSESSED UPON PERSONAL PROPERTY WITHIN BENTON COUNTY, WHICH THE BENTON COUNTY TREASURER HAS DETERMINED TO BE UNCOLLECTIBLE

WHEREAS, taxes have been duly assessed upon the personal property listed on the schedule of property attached hereto as Exhibit A, and duly extended on the tax rolls of Benton County; and,

WHEREAS, the Benton County Treasurer having made diligent search and inquiry for goods and chattels upon which to collect such taxes; and

WHEREAS, the Benton County Treasurer has filed an affidavit (Exhibit A) with the Board of Benton County Commissioners, asserting that no such goods and chattels could be found, and that said taxes are therefore uncollectible; **NOW THEREFORE**,

BE IT RESOLVED, that the taxes assessed upon the personal property as enumerated on Exhibit A, attached hereto, are determined to be uncollectible and pursuant to the provisions of RCW 84.56.240, such taxes are hereby canceled from the tax rolls of Benton County.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

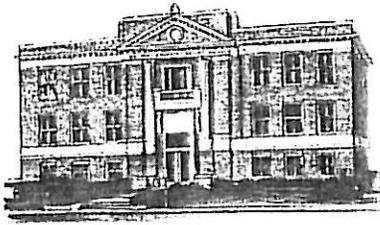
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Prepared by D. Davidson

CC: Treasurer, Auditor, Assessor



**DUANE A. DAVIDSON, CPA
Benton County Treasurer**

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.co.benton.wa.us/html/treasurer

January 26, 2010

Board of Benton County Commissioners
PO Box 190
Prosser, WA 99350

RE: Cancellation of Uncollectible Personal Property Taxes. RCW 84.56.240

Dear Members of the Board:

Pursuant to RCW 84.56.240, the County Treasurer shall file with the County legislative authority, a list of uncollectible personal property taxes. The County Treasurer shall also file an Affidavit stating the Treasurer had made a diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to collect the same.

****AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX****

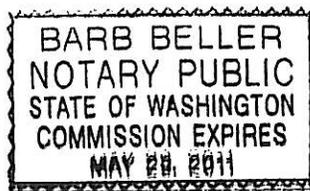
I, Duane A. Davidson, Benton County Treasurer, swear on behalf of my deputy treasurer assigned to the collection of personal property tax, that every effort has been made to diligently search and inquire for goods and chattels upon which to collect such taxes. Now therefore, I request the taxes be cancelled as uncollectible personal property taxes.

Sincerely,

DUANE A. DAVIDSON, CPA
Benton County Treasurer
DAD:blb

Attachments: Uncollectible Personal Property Listing, 2 pages.

Subscribed and sworn to before me this 26th day of January, 2010.



Barb Beller
Barbara Beller
Notary Public
Appointment Expires: 05/29/11

BENTON COUNTY TREASURER'S 2010 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
ADVANCED DIAGNOSTICS, INC	30PA08900100000	2004	R1	Business closed/Unable to collect	347.35
BLUES LUNCH EXPRESS	30PA14100000000	2008	R1	Business closed/Unable to collect	30.85
BLUES LUNCH EXPRESS	30PA14100000000	2009	R1	Business closed/Unable to collect	28.56
ACTION CHEMICAL DEPENDENCY	30PA22300000000	2003	K1	Business closed/Unable to collect	731.02
ACTION CHEMICAL DEPENDENCY	30PA22300000000	2004	K1	Business closed/Unable to collect	590.61
ACTION CHEMICAL DEPENDENCY	30PA22300000000	2005	K1	Business closed/Unable to collect	449.73
ACTION CHEMICAL DEPENDENCY	30PA22300000000	2006	K1	Business closed/Unable to collect	381.31
ACTION CHEMICAL DEPENDENCY	30PA22300000000	2005	K1	Business closed/Unable to collect	241.98
BRANWOOD CONSTRUCTION	30PB39400000000	2005	K1	Business closed/Unable to collect	1859.59
BRANWOOD CONSTRUCTION	30PB39400000000	2006	K1	Business closed/Unable to collect	1754.79
BRANWOOD CONSTRUCTION	30PB39400000000	2007	K1	Business closed/Unable to collect	6.17
WESTGATE BOOK NOOK	30PB58000000000	2008	R1	Business closed/Unable to collect	159.74
THE BEAT CAFE, LLC	30PB61100000000	2008	K1	Business closed/Unable to collect	130.89
THE BEAT CAFE, LLC	30PB61100000000	2009	K1	Business closed/Unable to collect	185.86
CRYSTAL SALON, LLC	30PC10940000000	2008	K1	Business closed/Unable to collect	198.66
CRYSTAL SALON, LLC	30PC10940000000	2009	K1	Business closed/Unable to collect	140.98
CRYSTAL SALON, LLC	30PC10940000000	2009	K1	Business closed/Unable to collect	140.98
DANIELLES FROZEN CUSTARD, INC	30PD47500100000	2008	K1	Business closed/Unable to collect	306.67
E ZONE NETWORKS, INC	30PE17200000000	2003	K1	Business closed/Unable to collect	50.83
FACTORY 2-U STORES, INC. #177	30PF08800200000	2004	K1	Business closed/Unable to collect	23.50
GLOBAL TECHNOLOGIES, INC	30PG02500000000	2008	R1	Business closed/Unable to collect	17.72
L & J TRUCKING, INC	30PL21400000000	2008	R1	Business closed/Unable to collect	20.79
L & J TRUCKING, INC	30PL21400000000	2009	R1	Business closed/Unable to collect	17.48
L & J TRUCKING, INC	30PL21400000000	2009	R1	Business closed/Unable to collect	9.24
LEADING EDGE, LLC	30PL21900000000	2008	K1	Business closed/Unable to collect	52.81
LEADING EDGE, LLC	30PL21900000000	2009	K1	Business closed/Unable to collect	71.97
LEADING EDGE, LLC	30PL21900000000	2009	K1	Business closed/Unable to collect	55.99
J & S TAYLOR ENTERPRISES, INC	30PJ04600000000	2006	R2	Business closed/Unable to collect	326.30

BENTON COUNTY TREASURER'S 2010 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
J & S TAYLOR ENTERPRISES, INC	30PJ04600000000	2007	R2	Business closed/Unable to collect	251.14
J & S TAYLOR ENTERPRISES, INC	30PJ04600000000	2008	R2	Business closed/Unable to collect	245.74
J & S TAYLOR ENTERPRISES, INC	30PJ04600000000	2009	R2	Business closed/Unable to collect	179.22
MINEERS HOME MAINTENANCE	30PM35700000000	2008	K1	Business closed/Unable to collect	6.51
MAGGIE MOO'S	30PM48100000000	2008	K1	Business closed/Unable to collect	673.41
CAN DO REALTY, INC	30PO02400000000	2008	B1	Business closed/Unable to collect	49.46
PRINTS PLUS, INC	30PP09100000000	2005	K1	Business closed/Unable to collect	297.95
PRINTS PLUS, INC	30PP09100000000	2006	K1	Business closed/Unable to collect	257.76
RICHLAND ACCOUNTING SERVICE	30PPR44900000000	2007	R1	Business closed/Unable to collect	21.62
RICHLAND ACCOUNTING SERVICE	30PPR44900000000	2008	R1	Business closed/Unable to collect	21.55
RICHLAND ACCOUNTING SERVICE	30PPR44900000000	2009	R1	Business closed/Unable to collect	20.26
TACO DEL MAR	30PT41500000000	2008	K1	Business closed/Unable to collect	499.70
TOTAL EFFECT SHOES	30PT54900000000	2008	K1	Business closed/Unable to collect	25.89
TOTAL EFFECT SHOES	30PT54900000000	2009	K1	Business closed/Unable to collect	23.58
ROYAL CLEANERS, LLC	30PT83700300000	2008	K1	Business closed/Unable to collect	402.50
ROYAL CLEANERS, LLC	30PT83700300000	2009	K1	Business closed/Unable to collect	344.97
TRI CITIES ENTERPRISE ASSOC	30PT86700000000	2008	R1	Business closed/Unable to collect	90.22
TRI CITIES ENTERPRISE ASSOC	30PT86700000000	2009	R1	Business closed/Unable to collect	90.02
CORBAN TOWERS, INC.	30PW03600000000	2004	1731	CORP dissolved/Unable to collect	246.59
ALMAREZ, JAIME & CYNTHIA	40MB08400200000	2008	W1	MH destroyed/ Unable to collect	125.20
WINSTAR WIRELESS, INC	6067403000000001	2002	K1	CORP dissolved/Unable to collect	24.46
SUMMIT WIRELESS, LLC	6067411000000001	2003	K1	CORP dissolved/Unable to collect	269.18
SUMMIT WIRELESS, LLC	6067411000000002	2003	R1	CORP dissolved/Unable to collect	229.58
CONSOLIDATED OIL & TRANSP CO	6067417000000001	2004	1516	CORP dissolved/Unable to collect	592.76
CONSOLIDATED OIL & TRANSP CO	6067417000000004	2004	1731	CORP dissolved/Unable to collect	464.34
CONSOLIDATED OIL & TRANSP CO	6067417000000005	2004	K1	CORP dissolved/Unable to collect	512.52
CONSOLIDATED OIL & TRANSP CO	6067417000000006	2004	1331	CORP dissolved/Unable to collect	1182.00

BENTON COUNTY

n

RESOLUTION NO. _____

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,
WASHINGTON;**

**IN THE MATTER OF APPOINTMENT OF CAROL LEE TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, the term of office for Adolfo de Leon on the Benton-Franklin Workforce Development Council, Position B-2 which represents Public Assistance Agency, is vacant and

WHEREAS, Carol Lee, 1120 North Edison, Kennewick, WA 99336, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-2 Public Assistance Agency, and has submitted an application with endorsement from Community Service Division/DSHS/Kennewick Community Service Office; **NOW, THEREFORE,**

BE IT RESOLVED that Carol Lee is hereby appointed, as of February 1, 2010, to fill the B-2 position for Public Assistance Agency representation, said term expiring on June 30, 2013.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

Steven W. Becken
Public Works Manager

Malcolm Bowie, P.E.
County Engineer

Benton County

Department of Public Works

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

Area Code 509
Prosser 786-5611
Tri Cities 893-3571
Lit. 566
786-5627

9.05

January 27, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise
Applicant: City of Richland

Commissioners:

The City of Richland has filed a petition to continue a nonexclusive franchise for a water and sewer distribution system within Benton County road right of way, in unincorporated Benton County.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

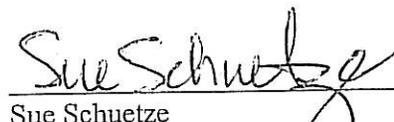
1. The term of the franchise continue for a ten (10) year period.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie
Benton County Engineer



Sue Schuetze
Engineer II

Steven W. Becken
Public Works Manager

Malcolm Bowie, P.E.
County Engineer

Benton County

Department of Public Works

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

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

9.10

January 27, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise
Applicant: Plymouth Water District

Commissioners:

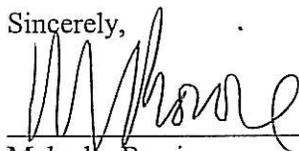
The Plymouth Water District has filed a petition for a nonexclusive franchise to continue a water distribution system within Benton County road right of way county wide.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

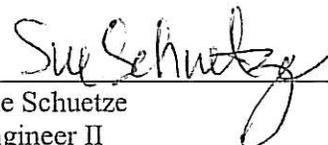
1. The term of the franchise continue for a ten (10) year period.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie
County Engineer



Sue Schuetze
Engineer II

9:15

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 01 Feb 2010 Subject: Red Mtn Interchange Memo Date: 28 Jan 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY & BACKGROUND

Attached is the final report completed by J Robertson and Company, analyzing possible economic impacts that would result from creation of the Red Mountain Interchange on Interstate 82. Mr. Robertson will be leading the workshop on Monday to go over the report, assisted by City of West Richland staff.

#

Interstate-82 Red Mountain Access Improvements: Economic Impact Analysis

Project Sponsors:

Benton City + Benton County + Benton REA + City of West Richland

Project Analysis:

J ROBERTSON AND COMPANY

In association with E.D. Hovee & Company, LLC

**NEAR-TERM AND EXTENDED DEVELOPMENT
SCENARIO ASSESSMENT**

January 2010

INTRODUCTION

This summary report outlines a variety of potential economic impacts associated with completion of intersection improvements along Interstate-82 (I-82) at Benton City, and installation of a new I-82 interchange connection to the Red Mountain AVA and City of West Richland. The geographic scope of this impact, also referred to as the "development program" was established through a series of individual meetings and work sessions with elected officials, land owners, prospective investors and other stakeholders.

The project partners (Benton City, Benton County, Benton REA and City of West Richland) identified two potential development scenarios. The ensuing impact analysis was conducted by J Robertson and Company with research support provided by E.D. Hovee & Co., LLC. The consultant team was tasked with the answering the question, "what happens if the interchange program is developed as proposed?" The resulting findings address:

- Development expenditures
- Employment, payroll and spending
- State and local tax benefits

The consultant team was not contracted to conduct a market analysis or estimate additional development costs associated with extending infrastructure and services. These activities are logical next steps assuming support for moving forward with the interchange development plan.

Data in this report are presented in summary form for purposes of readability. Detailed statistical tables are available upon request.

DEVELOPMENT SCENARIOS

Near-Term Development Scenario

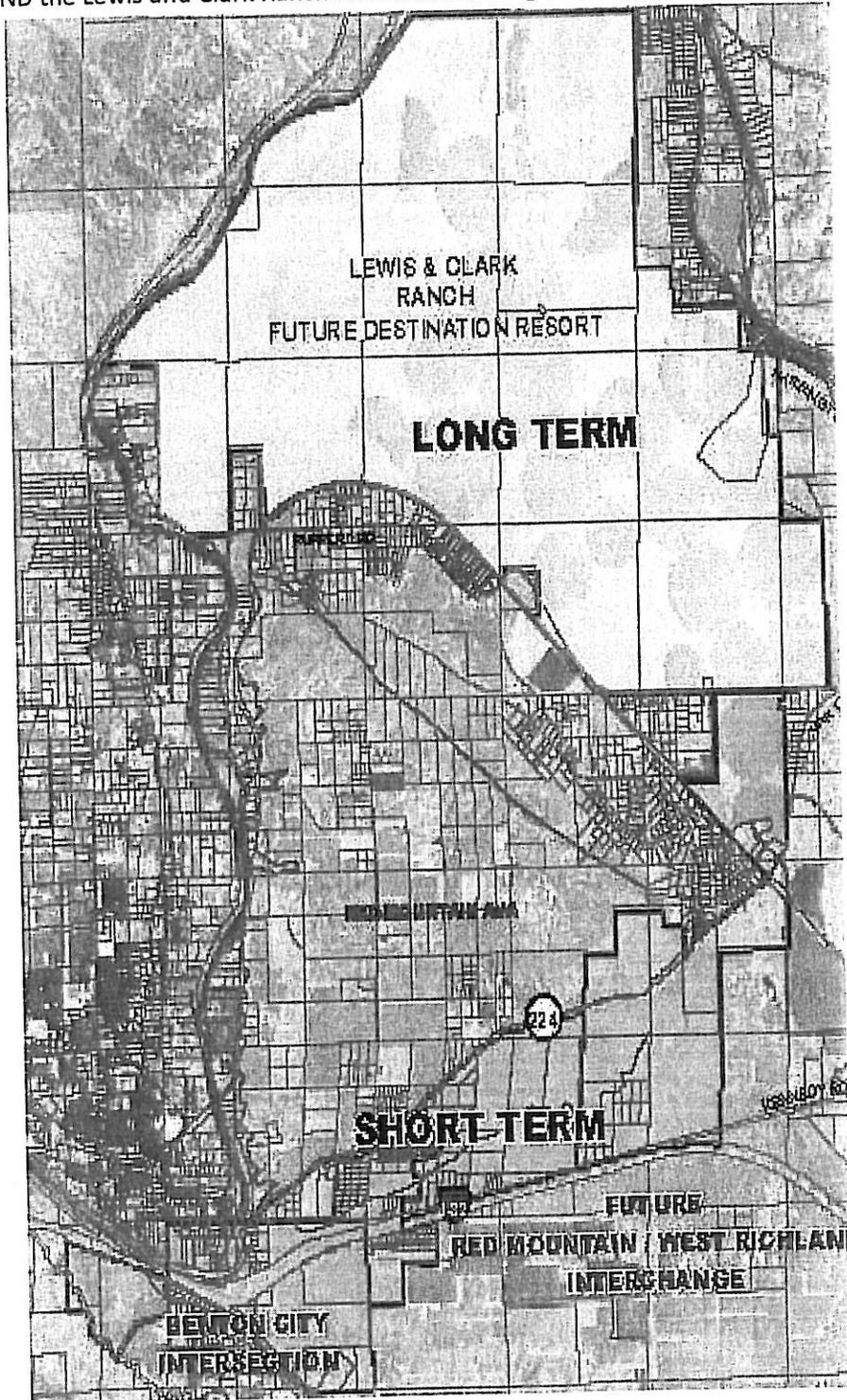
The near-term development scenario assumes parcels located adjacent to the Benton City and West Richland access improvements will "light-up" first. This scenario assumes a connected and properly-signed connection between the two interchanges will lead to development of a "scenic loop" at the foot of the Red Mountain AVA. It projects more intense job- and revenue-generating growth at both interchange nodes, and in a new commercial corridor between the West Richland interchange and Red Mountain Employment Center.

Extended Development Scenario

The extended development scenario, which also includes the Lewis & Clark Ranch destination north of Red Mountain assumes this same development pattern, but extends it from the northern edge of West Richland's Red Mountain Center into the 7,800-acre Lewis and Clark Ranch. Impacts associated with the Ranch are drawn from a conceptual development plan created by McKay-Sposito (Sep. 2007). Because the Ranch is a longer-term development, the project team decided to evaluate the impacts of the Extended Development zone at the end of this report.

Figure 1: Development Scenario Map

Near-term properties are shaded in teal. The extended development scenario properties, including the all near-term AND the Lewis and Clark Ranch are shaded in beige. PLACE HOLDER



I. NEAR-TERM DEVELOPMENT SCENARIO

NEAR-TERM DEVELOPMENT PROGRAM

In total, the near-term development scenario encompasses includes 3,685 acres of land consisting of 31 separate parcels ranging from > 3 to 800+ acres in size.^[i] If a pending UGA expansion request is approved for West Richland, approximately 750 acres would be added to City of West Richland tax rolls sometime during the projected development period. Additional parcels totaling 1,294 acres would shift to Benton City tax rolls, and 1,400 acres would remain in Benton County's jurisdiction.

Based on property owner plans, the ability to provide infrastructure to the area could result in more than one million square feet of building space over an approximate 20-year time horizon, comprised as follows:

- 40% industrial uses (manufacturing and warehouse/distribution)
- 40% commercial uses (lodging, retail, restaurant, service/gas, office and winery)
- 17% residential (single and multi-family located within the study area, but not in UGA)
- 3% public capital facilities (fire station and visitors center)

Total capital investment of this development program is estimated at close to \$157 million (in 2009 dollars).ⁱ This includes cost of building construction, associated site improvements and indirect/soft costs such as design/engineering, fees and permits and interim financing through construction and project lease-up or sale.ⁱⁱ

While this scenario would add a substantial amount of new industrial and commercial development to the regional profile, it actually does so using a relatively small amount of available land. Within a 20-year time frame, approximately 3% of the land area would be developed for industrial, commercial, residential and public facility use. Approximately 16% of the acreage would be converted to vineyard use with the majority (81%) remaining as vacant or in other pre-existing use. In theory, the "vacant" portion of the study area could accommodate further development in the future.

A detailed layout of the near-term development scenario is shown in Figure 2 on the following page. Land use calculations are based on assessor data and land owner-generated future use projections.

Figure 2: Near-Term Development Scenario

Area Use	Total Site		Building Area			Improved Site Area			All Developed Uses			
	Land Area (Sq Ft)	Land Area (acres)	% Bldg Site Coverage	Building Area (GSF)	Building Construction Cost	Improved Area (SF)	Other Improved Area (SF)	Improvement Cost	Construction	Total Construction	Development	Total
Industrial Use												
Manufacturing	1,105,000	25.4	25%	276,250	\$22,100,000	607,800		\$3,647,000	\$25,747,000	\$32,184,000		
Warehousing	610,000	14.0	20%	122,000	\$7,320,000	396,500		\$2,379,000	\$9,699,000	\$12,124,000		
Subtotal Industrial	1,715,000	39.4	23%	398,250	\$29,420,000	1,004,300		\$6,026,000	\$35,446,000	\$44,308,000		
Commercial Use												
Lodging	339,500	7.8	15%	50,925	\$6,620,000	203,700		\$1,222,000	\$7,842,000	\$9,803,000		
Retail	575,000	13.2	25%	143,750	\$10,063,000	316,300		\$1,898,000	\$11,961,000	\$14,951,000		
Restaurant	174,000	4.0	20%	34,800	\$3,480,000	104,400		\$626,000	\$4,106,000	\$5,133,000		
Service/Gas	41,000	0.9	15%	6,150	\$523,000	30,800		\$185,000	\$708,000	\$885,000		
Commercial/Office	193,000	4.4	30%	57,900	\$6,948,000	106,200		\$637,000	\$7,585,000	\$9,481,000		
Winery	748,250	17.2	15%	112,240	\$22,448,000	411,500		\$2,469,000	\$24,917,000	\$31,146,000		
Subtotal Commercial	2,070,750	47.5	20%	405,765	\$50,082,000	1,172,900		\$7,037,000	\$57,119,000	\$71,399,000		
Residential												
Single Family	141,000	3.2	100%	141,000	\$15,510,000	-		\$0	\$15,510,000	\$19,388,000		
Multi-Family	-	-	NA	-	\$0	-		\$0	\$0	\$0		
Condominium	100,000	2.3	30%	30,000	\$3,600,000	25,000		\$150,000	\$3,750,000	\$4,688,000		
Subtotal Residential	241,000	5.5	71%	171,000	\$19,110,000	25,000		\$150,000	\$19,260,000	\$24,076,000		
Public Capital Facilities												
Vineyard	26,039,100	597.8	-	-	\$0	26,039,100		\$7,173,000	\$7,173,000	\$8,966,000		
Vacant/Other	130,320,602	2,991.7	-	-	\$0	-		\$0	\$0	\$0		
Total All Uses	160,509,452	3,684.8	0.63%	1,005,765	\$104,762,000	28,259,800		\$20,497,000	\$125,259,000	\$156,575,000		
Land Area (acres)	3,684.8											

Source: J Robertson and Co. / E.D. Hovee & Co., per property owners. Cost estimates in current 2009 dollars. Information is illustrative and subject to change.

Employment, Payroll and Spending Benefits

The economic benefits of planned interchange area development can be separated between:

- **Construction Impacts** – of relatively short duration, typically lasting from less than one year to upwards of two years depending on the project. Because not all properties will be developed at one time, these effects will be experienced over a multi-year period of up to 20 years.
- **Long-Term Impacts** – on-going subsequent to development based on the occupancy of the space developed. These impacts are measured in terms of average annual effects as of the year of build-out. All financial estimates are made in terms of 2009 dollar values.

For both construction and long-term (on-going) impacts, three types of effects are quantitatively estimated – employment, payroll (or average wage) and added business spending. This impact analysis also distinguishes between direct effects (from activities directly occurring on site) and indirect effects (from resulting spin-off activity benefitting the entire Benton-Franklin or metro area economy).

The relationship between direct, indirect and total effects is often called the economic multiplier effect.ⁱⁱⁱ For example, a jobs multiplier of 2.0 means that for every one job created directly on-site, another job is supported off-site else in the Benton-Franklin regional economy.

Construction Impacts

Construction effects are noted as including an estimated 1,145 direct on-site jobs. When regional multiplier effects are included, the direct plus indirect job total is an estimated 1,915 jobs. These jobs are not expected to materialize at once, but rather will be spread over up to a 20-year period to project build-out assumed with the updated development program.

Figure 3: Construction-Related Employment, Payroll & Spending Benefits (To 20-Year Build-Out)

Construction Effects	# of Jobs	Average Wage	Multi-Year Payroll	Multi-Year Spending
Direct Effect	1,145	\$54,400	\$62,288,000	\$148,981,500
Indirect Effect	770	\$43,180	\$33,246,600	\$79,362,200
Total Effect	1,915	\$49,890	\$95,534,600	\$228,343,700

Source: E. D. Hovee & Company, LLC. All spending estimates are in terms of 2009 dollars.

Total projected multi-year payroll is projected at \$95-\$96 million, reflecting an average annual wage of nearly \$49,900 (more for direct construction workers). Total added benefit to the Benton-Franklin regional economy of this construction activity is estimated at a cumulative total of more than \$228 million over 20 years.

Long-Term Impacts (On-Going at Build-Out)

Long-term impacts are those that result from on-going employment with the businesses that occupy building space and become operational after completion of construction. Illustrated by the chart below are potential employment, payroll and spending benefits at the time of development program build-out.

With complete build-out of the 20-year development program indicated, approximately 1,295 jobs would be created by businesses on-site. Another 1,095 jobs would be stimulated elsewhere throughout the regional economy of Benton and Franklin Counties – for a combined on-going benefit of 2,390 jobs (or a regional employment multiplier of about 1.85).

Figure 4: Long-Term Employment, Payroll and Spending Benefits (At 20-Year Build-Out)

Operations Effects	# of Jobs	Average Wage	Annual Payroll	Annual Spending
Direct Effect	1,295	\$42,950	\$55,621,000	\$212,575,500
Indirect Effect	1,095	\$42,870	\$46,943,900	\$115,052,300
Total Effect	2,390	\$42,910	\$102,564,900	\$327,627,800

Source: E. D. Hovee & Company, LLC. All spending estimates are in terms of 2009 dollars.

Average annual payroll exceeds \$42,900 per job (in 2009 dollars). Total gross annual spending added to the region's economy at development build-out is estimated at nearly \$328 million per year.

Direct State and Local Jurisdiction Tax Benefits

This impact assessment includes estimation of state and local tax benefits to jurisdictions from development occurring directly on-site. Added indirect tax benefits are not estimated as these can be much more variable due to demographic and labor force patterns not as easy to predict in advance.

Affected taxing jurisdictions are identified as including:

- City of West Richland – sales tax, real estate excise tax (REET), property tax, and hotel-motel tax
- Benton City – sales tax, REET and property tax
- Benton County – sales tax, REET, and property tax
- Benton-Franklin PTBA (Transit District) – sales tax
- Fire Districts #2 and #4 – property tax
- Ports of Kennewick/Benton – property tax
- Richland and Kiona-Benton School Districts – property tax
- Rural Library District – property tax
- State of Washington – sales tax, REET, property tax, business and occupation (B&O) tax

As with employment, payroll and spending benefits, tax benefits can be distinguished between one-time construction and long-term (on-going) operational benefits.

Construction Impacts

Tax revenues in Washington state that accrue from construction include sales tax (on value of construction) and REET (on real estate transactions either prior to or subsequent to construction). This analysis conservatively assumes that approximately 50% of the value of property constructed will experience a sales transaction over a 20-year time period:

- More than \$11.4 million in one-time construction revenue will be generated over a 20-year build-out period (as estimated in 2009 dollars).
- Over 90% of one-time revenue is from sales tax on construction, with less than 10% from REET.
- The single largest beneficiary of one-time tax revenue is that state of Washington at \$8.8 million, followed by the City of West Richland (approaching \$1 million), then the Benton-Franklin PTBA and Benton County.

Long-Term Impacts (On-Going at Build-Out)

State and local tax revenues that accrue from completed real estate development and ensuing business operations include property tax, sales tax, local hotel/motel tax, and business and occupation tax.^{iv} All long-term tax revenue benefits are calculated as of full build-out, and estimated as follows:

- At build-out, an estimated \$6.9 million in state and local tax revenue would be generated on an annual basis (as calculated in 2009 dollars).
- Sales tax revenue (on taxable business sales) accounts for 59% of anticipated annual revenue, followed by property tax representing 26%, and hotel/motel plus B&O representing the remaining 15%. Hotel-motel tax could be as much as \$151,000 greater per year if all the properties planned for lodging in Benton City and unincorporated Benton County were subject to lodging tax.^v
- As with one-time construction revenues, the State of Washington accounts for the largest share of on-going revenues, with nearly two-thirds (65%) of the annual total. Local jurisdictions receive the remaining 35%.

Net Present Value (NPV) of Multi-Year Impacts

Tax revenues received in the future (e.g. 20 years from today) are of less value (in present day terms) than revenues received one year from now. Accounting for the *time value of money* can be accomplished by use of what is termed as net present value (or NPV) analysis.

With this approach, future revenue flows are discounted back to a current present value. With this analysis, a 6.0% public discount rate factor is applied over the 20-year full build-out period. This analysis also assumes a 3.0% annual rate of inflation and continuation of the current voter-approved 1% per year cap on added property tax revenues (for existing development).

This NPV approach also offers the advantage of being able to more readily compare the relative benefits of one-time construction tax benefits with escalating and on-going operational benefits. As illustrated by the following chart:

- The net present value (NPV) of tax revenues accruing to directly benefitting state and local jurisdictions is estimated at a *cumulative multi-year* total of just over \$55 million over a 20-year time horizon.
- Approximately 15% of this multi-year NPV accrues from one-time construction-related tax receipts and 85% from subsequent *on-going* property and business tax related receipts.

Figure 5: Net Present Value (NPV) of Construction + Operations Tax Revenues (In 2009 \$)

Long-Term Operations Effects (@ Build-Out)	Annual Tax Revenue	20-Year NPV
City of West Richland	\$429,100	\$2,959,000
Benton City	\$92,800	\$645,000
Benton County	\$552,700	\$3,729,000
Benton-Franklin PTBA	\$294,000	\$2,106,000
Fire Districts (#2, #4)	\$250,300	\$1,311,000
Port of Kennewick/Benton	\$54,900	\$351,000
Schools (Richland, Kiona-Benton)	\$681,900	\$3,645,000
Rural Library	\$30,300	\$171,000
State of Washington	\$4,482,200	\$31,871,000
Total All Jurisdictions	\$6,868,200	\$46,788,000
Total NPV (One Time + On-Going)		\$55,093,000

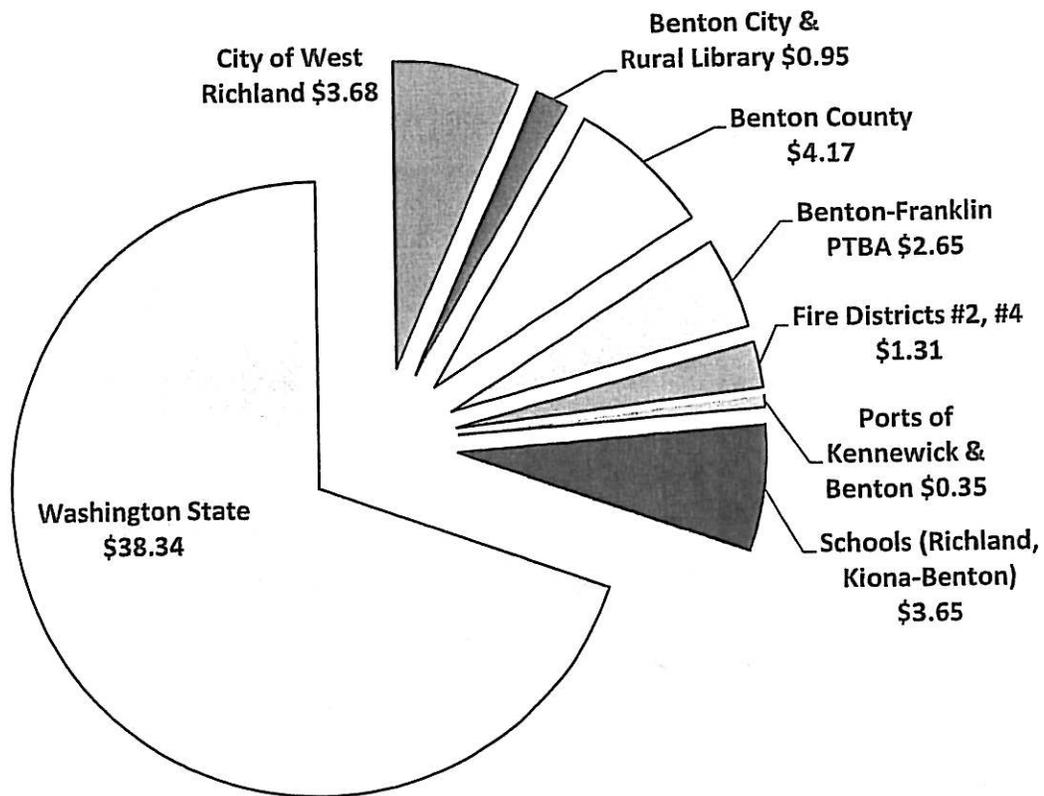
Source: E. D. Hovee & Company, LLC.

Distribution of NPV Tax Benefit

As a final step in this economic impact assessment, it is also possible to compare the NPV benefits that can be expected to be received by directly affected state and local taxing jurisdictions. As depicted by the graph on the following page:

- More than \$38 million (70%) of the multi-year NPV of tax benefit accrues to the State of Washington.
- Benton County is the second largest recipient of added tax revenue, estimated at \$4.2 million over 20 years (or 8% of the total).
- The City of West Richland and local school districts (Richland and Kiona-Benton) each receive about 7% of the 20-year construction plus on-going operations NPV tax benefit.
- Other local jurisdictions realizing added multi-year tax revenues Benton-Franklin PTBA (5%), Fire Districts #2 and #4 (2% combined) – with added tax revenues to Benton City, the Ports of Kennewick and Benton; and Rural Library District (for a combined total of about 2%).

Figure 6: Distribution of Tax Benefits (in \$millions)



Source: E. D. Hovee & Company, LLC.

Summary of Impacts – Near-Term Development Scenario

The I-82 Benton City intersection improvements and West Richland interchange will effectively connect commercial corridors in West Richland and Benton City and stimulate development of the Red Mountain AVA as a wine cluster and visitor destination. In the process, it will stimulate significant development investment, broaden employment and induce payroll spending over the 20-year development program. The impacts described on earlier pages can be summarized as follows (figures rounded):

- Development program investment: \$157.6 million
- Construction employment (direct + indirect): 1,915 (average wage \$49,890)
- Construction payroll: \$95.5 million
- Construction spending: \$228.3 million
- Long-term employment: 2,390 (average wage \$42,910)
- Long-term payroll: \$102.6 million
- Long-term spending: \$327.6 million
- NPV of tax revenues (all jurisdictions) \$55.1 million

The potential combined impact of these improvements, during and following the 20-year construction period, is as follows:

New Development Investment and Tax Receipts (NPV, all jurisdictions)	\$208,000,000
Multi-Year Construction Payroll and Spending (combined total for 20-yr period)	\$323,878,300
Subtotal (over 20-year development period)	\$531,878,300
+ Annual Operations Payroll and Spending (repeats annually at build-out)	\$430,192,700
+ Annual Tax Receipts (repeats annually at build-out)	\$6,900,000
Total Impact Over 20-Year Development Period	\$968,971,000
Recurring Annual Impact Beyond 20-Year Development Period	\$437,092,700

II. EXTENDED DEVELOPMENT SCENARIO

An extended development scenario, which includes the Lewis and Clark Ranch destination north of Red Mountain, was also evaluated. This scenario assumes the same development pattern as outlined in the Near-Term Development Scenario, but adds West Richland's 7,800-acre "Lewis and Clark Ranch" (Ranch). Impacts associated with the Ranch are drawn from a conceptual development plan created by McKay-Sposito (Sep. 2007). Because the Ranch is potentially a longer-term development, the project team decided to evaluate the impacts of this extended development scenario separately. The following section summarizes those findings.

EXTENDED DEVELOPMENT SCENARIO DEVELOPMENT PROGRAM

In total, the extended development program includes 11,494 acres of land consisting of parcels ranging from > 3 to 800+ acres in size. It is anticipated that approximately 8,800 acres (77% of total) are or will be incorporated in the City of West Richland, including the 7,800-acre Lewis and Clark Ranch. An estimated 1,294 acres would be in adjoining Benton City and just over 1,400 acres are anticipated to remain in Benton County jurisdiction.

Based on property owner plans, the ability to provide infrastructure to the area could result in nearly 20 million square feet of building space improvements over an approximate 20-year time horizon, comprised as follows:

- 17% industrial uses (manufacturing and warehouse/distribution)
- 29% commercial uses (lodging, retail, restaurant, service/gas, office and winery)
- 52% residential (single and multi-family)
- 2% public capital facilities (fire station and visitors center)

Total potential capital investment associated with this development program is estimated at reaching as much as nearly \$3.0 billion (in 2009 dollars). This includes cost of building construction, associated site improvements and indirect/soft costs such as design/engineering, fees and permits and interim financing through construction and project lease-up or sale.

Within a 20-year time frame, approximately 12% of the land area would be developed for industrial, commercial, residential and public facility use. Approximately 19% of the acreage would be converted to vineyard use with the majority (69%) remaining as vacant or in other pre-existing use.

A detailed layout of the extended development scenario is shown in Figure 7 on the following page. Land use calculations are based on assessor data and land owner-generated future use projections.

Figure 7: Extended Development Scenario

Area Use	Total Site		Building Area		Improved Site Area		All Development Uses		
	Land Area (Sq Ft)	Land Area (acres)	% Bldg Site Coverage	Building Area (GSF)	Building Construction Cost	Other Improved Area (SF)	Improvement Cost	Total Construction	Total Development
Industrial Use									
Manufacturing	9,671,800	222.0	25%	2,417,950	\$193,436,000	5,319,500	\$31,917,000	\$225,353,000	\$281,691,000
Warehousing	4,893,400	112.3	20%	978,680	\$58,721,000	3,180,700	\$19,084,000	\$77,805,000	\$97,256,000
Subtotal Industrial	14,565,200	334.4	23%	3,396,630	\$252,157,000	8,500,200	\$51,001,000	\$303,158,000	\$378,256,000
Commercial Use									
Lodging	4,872,900	111.9	15%	730,935	\$95,022,000	2,923,700	\$17,542,000	\$112,564,000	\$140,705,000
Retail	8,253,300	189.5	25%	2,063,325	\$144,433,000	4,539,300	\$27,236,000	\$171,669,000	\$214,586,000
Restaurant	2,497,500	57.3	20%	499,500	\$49,950,000	1,498,500	\$8,991,000	\$58,941,000	\$73,676,000
Service/Gas	588,500	13.5	15%	88,275	\$7,503,000	441,400	\$2,648,000	\$10,151,000	\$12,689,000
Commercial/Office	2,770,200	63.6	30%	831,060	\$99,727,000	1,523,600	\$9,142,000	\$108,869,000	\$136,086,000
Winery	10,739,950	246.6	15%	1,610,990	\$322,198,000	5,907,000	\$35,442,000	\$357,640,000	\$447,050,000
Subtotal Commercial	29,722,350	682.3	20%	5,824,085	\$718,833,000	16,833,500	\$101,001,000	\$819,834,000	\$1,024,792,000
Residential									
Single Family	9,628,500	221.0	100%	9,628,500	\$1,059,135,000	-	\$0	\$1,059,135,000	\$1,323,919,000
Multi-Family	473,715	10.9	35%	165,800	\$16,580,000	118,400	\$710,000	\$17,290,000	\$21,613,000
Condominium	1,521,145	34.9	30%	456,344	\$54,761,000	380,300	\$2,282,000	\$57,043,000	\$71,304,000
Subtotal Residential	11,623,360	266.8	88%	10,250,644	\$1,130,476,000	498,700	\$2,992,000	\$1,133,468,000	\$1,416,836,000
Public Capital Facilities	1,765,500	40.5	25%	441,375	\$88,275,000	264,800	\$1,589,000	\$89,864,000	\$112,330,000
Vineyard	97,066,830	2,228.3	-	-	\$0	97,066,800	\$26,740,000	\$26,740,000	\$33,425,000
Vacant/Other	345,926,252	7,941.4	-	-	\$0	-	\$0	\$0	\$0
Total All Uses	500,669,492	11,493.8	4%	19,912,734	\$2,189,741,000	123,164,000	\$183,323,000	\$2,373,064,000	\$2,966,330,000
	11,493.8								

Source: J Robertson and Co. / E.D. Hovee & Co., per property owners. Cost estimates in current 2009 dollars. Information is illustrative and subject to change.

Employment, Payroll and Spending Benefits

The economic benefits of planned interchange area development can be separated between:

- **Construction Impacts** – of relatively short duration, typically lasting from less than one year to upwards of two years depending on the project. Because not all properties will be developed at one time, these effects will be experienced over a multi-year period of up to 20 years.
- **Long-Term Impacts** – on-going subsequent to development based on the occupancy of the space developed. These impacts are measured in terms of average annual effects as of the year of build-out. All financial estimates are made in terms of 2009 dollar values.

For both construction and long-term (on-going) impacts, three types of effects are quantitatively estimated – employment, payroll (or average wage) and added business spending. This impact analysis also distinguishes between direct effects (from activities directly occurring on site) and indirect effects (from resulting spin-off activity benefitting the entire Benton-Franklin or metro area economy).

The relationship between direct, indirect and total effects is often called the economic multiplier effect. For example, a jobs multiplier of 2.0 means that for every one job created directly on-site, another job is supported off-site else in the Benton-Franklin regional economy.

Construction Impacts

Construction effects are noted as including an estimated 19,030 direct on-site jobs. When regional multiplier effects are included, the direct plus indirect job total is an estimated 34,310 jobs. These jobs are not expected to materialize at once, but rather will be spread over up to a 20-year period to project build-out assumed with the updated development program.

Figure 81: Construction-Related Employment, Payroll & Spending Benefits (To 20-Year Build-Out)

Construction Effects	# of Jobs	Average Wage	Multi-Year Payroll	Multi-Year Spending
Direct Effect	19,030	\$54,400	\$1,035,232,000	\$2,473,893,000
Indirect Effect	15,280	\$42,010	\$641,971,600	\$1,348,082,500
Total Effect	34,310	\$48,880	\$1,677,203,600	\$3,821,975,500

Source: E. D. Hovee & Company, LLC. All spending estimates are in terms of 2009 dollars.

Total projected multi-year payroll is projected at \$1.7 billion, reflecting an average annual wage of nearly \$48,900 (more for direct construction workers). Total added benefit to the Benton-Franklin regional economy of this construction activity is estimated at a cumulative total of more than \$3.8 billion over 20 years.

Long-Term Impacts

Long-term impacts are those that result from on-going employment with the businesses that occupy building space and become operational after completion of construction. Illustrated by the chart below are potential employment, payroll and spending benefits at the time of development program build-out.

With complete build-out of the 20-year development program indicated, approximately 15,825 jobs would be created by businesses on-site. Another 12,390 jobs would be stimulated elsewhere throughout the regional economy of Benton and Franklin Counties – for a combined on-going benefit of 28,215 jobs (or a regional employment multiplier of about 1.8).

Figure 9: Long-Term Employment, Payroll and Spending Benefits (At 20-Year Build-Out)

<u>Operations Effects</u>	<u># of Jobs</u>	<u>Average Wage</u>	<u>Annual Payroll</u>	<u>Annual Spending</u>
Direct Effect	15,825	\$41,400	\$655,169,000	\$2,454,851,500
Indirect Effect	12,390	\$44,200	\$547,677,300	\$1,360,021,300
Total Effect	28,215	\$42,630	\$1,202,846,300	\$3,814,872,800

Source: E. D. Hovee & Company, LLC. All spending estimates are in terms of 2009 dollars.

Average annual payroll exceeds \$42,600 per job (in 2009 dollars). Total gross annual spending added to the region's economy at development build-out is estimated at more than \$3.8 billion per year.

Direct State and Local Jurisdiction Tax Benefits

This impact assessment includes estimation of state and local tax benefits to jurisdictions from development occurring directly on-site. Added indirect tax benefits are not estimated as these can be much more variable due to demographic and labor force patterns not as easy to predict in advance. Affected taxing jurisdictions are identified as including:

- City of West Richland – sales tax, real estate excise tax (REET), property tax, and hotel-motel tax
- Benton City – sales tax, REET and property tax
- Benton County – sales tax, REET, and property tax
- Benton-Franklin PTBA (Transit District) – sales tax
- Fire Districts #2 and #4 – property tax
- Ports of Kennewick/Benton – property tax
- Richland and Kiona-Benton School Districts – property tax
- Rural Library District – property tax
- State of Washington – sales tax, REET, property tax, business and occupation (B&O) tax

As with employment, payroll and spending benefits, tax benefits can be distinguished between one-time construction and long-term (on-going) operational benefits.

Construction Impacts

Tax revenues in Washington state that accrue from construction include sales tax (on value of construction) and REET (on real estate transactions either prior to or subsequent to construction). This analysis conservatively assumes that approximately 50% of the value of property constructed will experience a sales transaction over a 20-year time period:

- Nearly \$223 million in one-time construction revenue will be generated to build-out of the development program (as estimated in 2009 dollars).
- Approximately 88% of one-time revenue is from sales tax on construction, with 12% from REET.
- The single largest beneficiary of one-time tax revenue is that state of Washington at \$173 million, followed by the City of West Richland (at \$30.5 million), then the Benton-Franklin PTBA and Benton County.

Long-Term Impacts

State and local tax revenues that accrue from completed real estate development and ensuing business operations include property tax, sales tax, local hotel/motel tax, and business and occupation tax. All long-term tax revenue benefits are calculated as of full build-out, and estimated as follows:

- At build-out, close to \$101 million in state and local tax revenue would be generated on an annual basis (as calculated in 2009 dollars).
- Sales tax revenue (on taxable business sales) accounts for more than 53% of anticipated annual revenue, followed by property tax representing 32% and hotel/motel plus B&O the remaining 15%. Hotel-motel tax could be as much as \$151,000 greater per year if all the properties planned for lodging in Benton City and unincorporated Benton County were subject to lodging tax.
- As with one-time construction revenues, the State of Washington accounts for the largest share of on-going revenue, with 59% of the annual total. Local jurisdictions receive the remaining 41%.

Net Present Value (NPV) of Multi-Year Impacts

Tax revenues received in the future (e.g. 20 years from today) are of less value (in present day terms) than revenues received one year from now. Accounting for the *time value of money* can be accomplished by use of what is termed as net present value (or NPV) analysis.

With this approach, future revenue flows are discounted back to a current present value. With this analysis, a 6.0% public discount rate factor is applied over the 20-year full build-out period. This analysis also assumes a 3.0% annual rate of inflation and continuation of the current voter-approved 1% per year cap on added property tax revenues (for existing development).

This NPV approach also offers the advantage of being able to more readily compare the relative benefits of one-time construction tax benefits with escalating and on-going operational benefits. As illustrated by the following chart:

- The net present value (NPV) of tax revenues accruing to directly benefitting state and local jurisdictions is estimated at a *cumulative multi-year* total of just over \$859 million over a 20-year time horizon.
- Approximately 19% of this multi-year NPV accrues from one-time construction-related tax receipts and 81% from subsequent *on-going* property and business tax related receipts.

Figure 10: Net Present Value (NPV) of Construction + Operations Tax Revenues (In 2009 \$)

Long-Term Operations Effects (@ Build-Out)	Annual Tax Revenue	20-Year NPV
City of West Richland	\$13,379,800	\$92,260,000
Benton City	\$92,800	\$645,000
Benton County	\$5,674,100	\$37,444,000
Benton-Franklin PTBA	\$4,054,700	\$29,040,000
Fire Districts (#2, #4)	\$4,465,000	\$28,266,000
Ports of Kennewick/Benton	\$1,040,200	\$6,653,000
Schools (Richland, Kiona-Benton)	\$12,396,900	\$78,569,000
Rural Library	\$30,300	\$171,000
State of Washington	\$59,792,300	\$423,868,000
Total All Jurisdictions	\$100,926,100	\$696,916,000
Total NPV (One Time + On-Going)		\$859,260,000

Source: E. D. Hovee & Company, LLC.

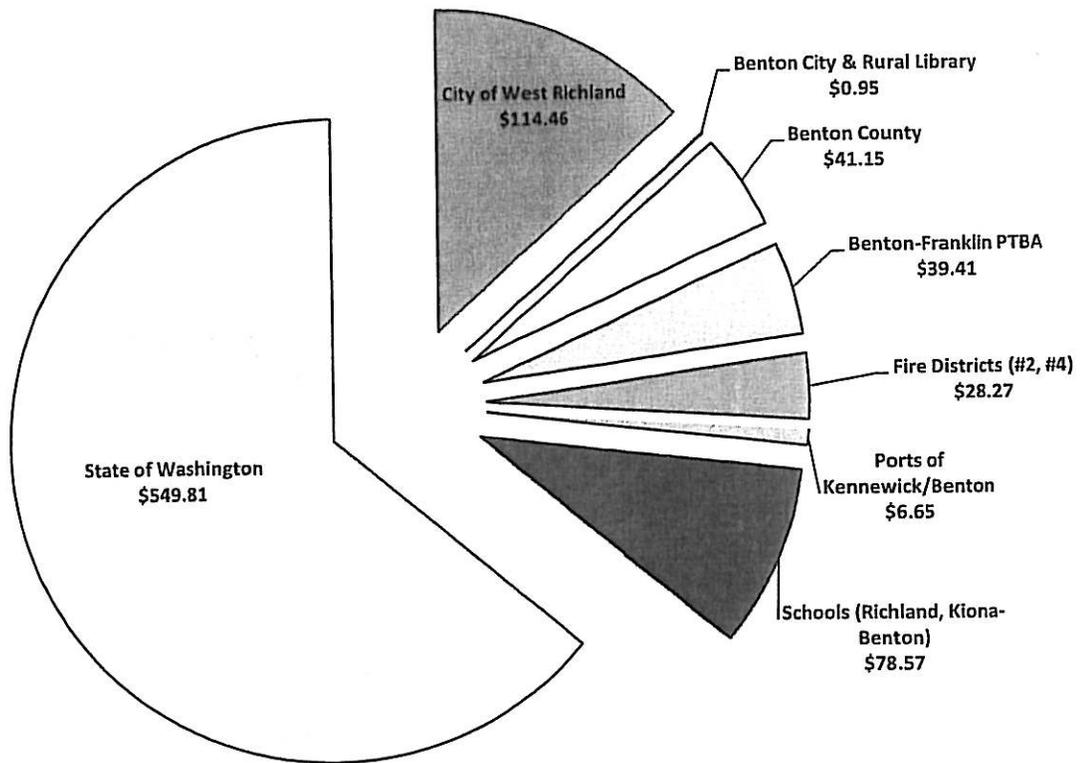
Due to the amount of potential development associated with the extended development scenario (with the Ranch), the build-out time period may be more uncertain than in the near-term scenario. If development were to extend over a longer time period than 20 years, the net present value (NPV) could be adjusted from what is noted above, but by an amount not as readily determined at present.

Distribution of NPV Tax Benefit

As a final step in this economic impact assessment, it is also possible to compare the NPV benefits that can be expected to be received by directly affected state and local taxing jurisdictions. As depicted by the graph on the following page:

- Nearly \$550 million (64%) of the multi-year NPV tax benefit accrues to the State of Washington.
- The City of West Richland is the second largest recipient of added tax revenue, estimated at an NPV of over \$114 million (or 13%) of the total if development occurs as projected over 20 years.
- Other recipients of one-time and on-going tax revenues include area schools (Richland and Kiona-Benton) at 9% of NPV revenues, Benton County and Benton-Franklin PTBA (5% each), Fire Districts #2 and #4 (3% combined), Ports of Kennewick/Benton (1%) and Benton City and the Rural Library (less than 1%).

Figure 6: Distribution of Tax Benefits (in \$millions)



Source: E. D. Hovee & Company, LLC.

Summary of Impacts – Extended Development Scenario

A new I-82 freeway interchange will effectively connect commercial corridors in West Richland and Benton City and stimulate development of the Red Mountain AVA as a wine cluster and visitor destination. In the extended development scenario, it also makes possible the development of Lewis and Clark Ranch in West Richland. The impacts generated in such a scenario are significant to say the least. The impacts described on earlier pages can be summarized as follows (figures rounded):

- Development program investment: \$3 billion
- Construction employment (direct + indirect): 34,310 (average wage \$48,880)
- Construction payroll: \$1.7 billion
- Construction spending: \$3.8 billion
- Long-term employment: 28,215 (average wage \$42,630)
- Long-term payroll: \$1.2 billion
- Long-term spending: \$3.8 billion
- NPV of tax revenues (all jurisdictions) \$859.3 million

The potential combined impact of these improvements, during and following the 20-year construction period, is as follows:

New Development Investment and Tax Receipts (NPV, all jurisdictions)	\$3,859,260,000
Multi-Year Construction Payroll and Spending (combined total for 20-yr period)	\$5,499,179,100
Subtotal (over 20-year development period)	\$9,358,439,100
+ Annual Operations Payroll and Spending (repeats annually at build-out)	\$5,017,719,100
+ Annual Tax Receipts (repeats annually at build-out)	\$859,260,000
Total Impact Over 20-Year Development Period	\$15,235,418,200
Recurring Annual Impact Beyond 20-Year Development Period	\$5,876,979,100

Summary Note

The estimates presented in this summary report constitute what is believed to be a reasonable representation of what may occur. However, forecasts and actual development will undoubtedly vary (either up or down) from what is indicated here.

Key factors that will influence this projection include national and regional economic conditions, availability of development financing, changing property owner and development plans together with associated timing of development, and changing tax rates over time. Other factors, including where certain types of development actually occur, will affect the resulting tax impact.

End Notes

- i Building construction costs are based on low-mid range figures of the global cost estimating firm Rider Levett Bucknall, *Quarterly Construction Cost Report*, 2009 Third Quarter Issue, as reported for Portland and Seattle as the two listed metro areas in the Pacific Northwest.
- ii Not included with this compilation of new development cost is the existing value of the property. Current tax assessed valuation for the initial 26 parcels (except sites #22 and 23 which are publicly owned) has been estimated at approximately \$2.8 million.
- iii Economic multipliers used with this analysis are those of the nationally recognized IMPLAN input-output model, identifying linkages between 440 sectors of the local economy – with data specific to every county in the U.S. (as of 2007). This multiplier analysis has been run for Benton and Franklin County on a combined basis.

For purposes of this analysis, indirect effects are defined to equal business indirect purchases and induced consumer effects on the local / regional economy.
- iv Not calculated with this analysis are utility tax revenues which can vary considerably based on specific property use and user needs. Also not estimated separately are governmental permits and fees which typically are intended to defray cost of service.
- v For example, most of the lodging related development is projected to occur outside the City of West Richland, in the unincorporated portion of the county or Benton City which has no hotel-motel tax.

9:45

COMMISSIONER PRIORITIES FOR 2009 COMPLETED

Budget: Policy review

Budget policy approved on 2/9/09

Capital Facilities Plan

2010-2015 plan approved on 11/2/09

Public Works Road Plans

One year plan approved on 11/16/09

Six year plan approved on 4/27/09

Bonds policy review

Update Standard & Poor's and Moodys on 6/11/09

S & P bond upgrade from "A+" to "AA" on 1/6/10

Moody bond status unchanged

Planning: address ordinance 445 and hearings examiner

Ordinance 445 approved on 6/1/09

Hearing examiner position request denied on 11/23/09

Office of Public Defense: in house defense

Positions approved on 6/1/09

Attorneys hired on 6/22/09 and 7/7/09

District Court: develop a judge nomination position

Process approved on 2/8/09

Positions interviewed on 3/11/09 - 3/12/09

Judges hired on 3/23/09

Emergency Management/800 MHz: develop an interlocal

interlocal approved by BOCC on 5/11/09

Interlocal approved by other entities on 7/15/09

Invoice of \$2 m paid on 7/2/09

Information Technology Infrastructure

Implemented smartphone (Blackberry) in 4/09

Implemented a new website on 11/15/09

Economic Development: contracts

PEDA contract approved on 12/28/09

TCVCB contract renews every year automatically

24:0

COMMISSIONER PRIORITIES FOR 2009 ON-GOING

Budget: develop a biennial budget
EDEN quote requested on 1/15/10

Planning: address urban growth area
Updated the 2009 comprehensive plan - under appeal
Red Mountain Agricultural Area Ordinance - ready to
compile data, schedule hearings (6 - 8 months)

Fairgrounds: fair association marketing proposal
denied by letter on 4/22/09 and 9/3/09
meeting on 1/13/10

Animal Control:
Created one-line drawings for the building in 11/09
Conditional permit to address zoning sent on 11/16/09,
additional requests on 12/9/09
Budget developed and approved on 11/23/09
Looking at other potential sites on 1/25/10

Economic Development; concept and process review,
Plymouth and Red Mountain "East" projects, BRE
TRIDEC contract on-going
Updating overall economic plan

COMMISSIONER PRIORITIES FOR 2009 UNKNOWN

Benton/Franklin County Consolidated Crisis Response
Develop a business plan - due on 12/1/09

Water issues: watershed implementation, Columbia
River initiative, salmon recovery, federal and state
dollars

Workshop on 1/20/10

Benton/Franklin County health department: funding
Board meeting on 1/20/10 for the 3rd amendment
addressing \$500,000

Benton/Franklin County human services and public health
cuts in state funding: where can they leverage dollars
using county "match" funded programs

Rattlesnake Mountain access

DOE Hanford cleanup and abandonment

County archival and document

10:15 AM

EXECUTIVE SESSION

Union Negotiations

S Sparks / S Perry

10:35 AM

EXECUTIVE SESSION

Union Negotiations

S Sparks / S Perry