

February 22, 2010

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

Draft

MINUTES

BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS

Special Bi-County Board Meeting
Tuesday, February 2, 2010, 2:00 p.m.
Commissioners' Conference Room
Benton County Justice Center, Kennewick, WA

Benton County

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

Employees Present: Personnel Manager Melina Wenner and DPA Sarah Perry

Franklin County

Present: Chairman Brad Peck
Commissioner Rick Miller
Commissioner Bob Koch
County Administrator Fred Bowen

Executive Session – Review Performance of Public Employee

The Boards of Benton and Franklin County went into executive session at 2:05 p.m. with DPA Sarah Perry for up to 50 minutes to discuss the performance of a public employee. The Boards came out of executive session at 2:50 p.m. Ms. Perry announced that no action was taken during executive session.

Franklin County

MOTION: Commissioner Koch moved to authorize the Chairman of the Board to meet with Human Services for the purpose of reviewing the performance evaluation. Commissioner Miller seconded.

Benton County

MOTION: Commissioner Bowman moved to authorize the Chairman of the Board to meet with Human Services for the purpose of reviewing the performance evaluation. Commissioner Benitz seconded.

Upon vote, both motions carried unanimously.

There being no further business before the Boards, the meeting adjourned at 2:51 p.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
February 8, 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 Kely; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Steve Becken and Malcolm Bowie, Public Works; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Planning Manager Mike Shuttleworth; DPA Ryan Brown.

Approval of Minutes

The Minutes of February 1, 2010 were approved.

Review Agenda

Commissioner Bowman pulled consent agenda item "i" (Supplement No. 2 – Red Mountain Interchange/SR 224 Connection).

Consent Agenda

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

Commissioners

- a. Letters of Support for Southridge Medical & Professional Park

District Court

- b. Interagency Agreement w/St of WA Administrative Office of the Courts

Facilities

- c. Authorization for Emergency Services on HVAC System

Office of Public Defense

- d. Professional Services Agreement w/R Johnston for Superior Court Indigent Defense
- e. Professional Services Agreement w/J Bell for Superior Court Indigent Defense
- f. Contract Termination w/R Thompson

Personnel

- g. Claim CC 09-21

Public Works

- h. Authorization to Schedule Request for Bids for E.R. & R. Purchase Metal Traffic Signs

Sheriff

- j. Contract with Columbia Irrigation District for Work Crew Service

Sustainable Development

- k. Letter to DOE – Integrated Water Resource Management Plan

Treasurer

- l. Petty Cash Funds

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

Projects Update

Adam Fyall reported on the following projects:

Animal Control Update

- * Focusing now more on the Quinault property and not the Fairgrounds;
- * Architect was working with the City of Kennewick and a bid packet should be ready in 6-8 weeks

Commissioner Bowman asked about the ordinance and the Board instructed Mr. Fyall to bring the ordinance back again before construction of the facility.

Economic Development

- * The contracts with Visitor & Convention Bureau and PEDDA were in place and a draft prepared for TRIDEC. Benton City had opted not to pursue a contract.
- * Hanford - previous update at the Hanford workshop – will have another workshop this summer
- * ECA Conference – high-level waste production and Yucca Mountain

Water Topics

- * WRIA 31: implementation plan was 2/3 complete (funding was in jeopardy at the state level)
- * Horse Heaven Hills Study: ½ way through – working to get to a single preferred alternative for scope; good participation at the meetings
- * YRBWEB – following the process with Commissioner Benitz and they would continue to advocate for a meaningful storage alternative in whatever package came forward

Red Mountain

- * Master site plan complete; working with the Planning Department to integrate that material into the comprehensive plan
- * Interchange – continue to work on project where needed

Progress Edition

- * Currently drafting a column for the Tri-City Herald progress edition

Wiser Parkway Railroad Crossing – Kennewick School District Update

Steve Becken updated the Board on the Wiser Parkway Railroad Crossing. He discussed the letter from the Kennewick School District and its commitment to contribute up to \$100,000 with the County matching funds for any costs above and beyond the \$500,000. Additionally, its offer to provide an additional \$100,000, to be repaid through late-comers fees, land, or cash.

Mr. Becken also discussed the Railroad's appraisal and that he disagreed with their number and approach. He said the County hired its own appraiser who provided a value of \$75,000 and the Railroad had now countered in the amount of \$112,500.

Mr. Becken said the project would be in excess of \$700,000 based upon the estimates provided.

MOTION: Commissioner Benitz moved to approve going forward with construction of the Wiser Parkway and to participate financially in the project; continue to work with the Wisers regarding their contribution; accept the School District's offer to participate in funding for the Wiser Parkway; and continue to work with Burlington Northern Santa Fe. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Wiser Parkway @ BNSF Railroad - Contract Award

Steve Becken said they received a bid in the amount of \$197,828.50 from Big D's Construction.

MOTION: Commissioner Bowman moved to approve the resolution in the matter of awarding a contract to Big D's Construction in the amount of \$197,828.50 for the Wiser Parkway at BNSF Railroad – CE 1918 CRP. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

Other Business

"i" - Local Agency Agreement Supplement No. 2 - Red Mt. Interchange & SR 224 Connection

Commissioner Bowman said he believed this resolution would be in violation of Resolution 09-757 by taking funds for the railroad crossing at Kiona and put to use on the Interchange and he was not aware of any engineering that was being done.

Steve Becken said they had spent considerable time on this project and that senior staff had completed preliminary engineering. Chairman Beaver asked if this was inconsistent with past practice and Mr. Becken said it was not inconsistent and that it would have all been charged to preliminary engineering.

Mr. Sparks said the question was whether it should be paid from county funds or federal funds.

Additionally, Commissioner Bowman wanted to know how their time would be paid for if they didn't have this project. Mr. Becken said it would be paid for with county funds and they would be working on something else.

MOTION: Commissioner Benitz moved to approve the resolution authorizing the Chairman to execute the Local Agency Agreement Supplement No. 2 for the Surface Transportation Project SAFETEA-LU High Priority Project Program Funds for the Red Mountain Interchange and SR 224 Connection Phase 1. Commissioner Bowman seconded.

Discussion

Commissioner Bowman said he seconded the motion with trepidation because he believed it violated resolution 09-757 and that it was important that staff be allowed to work on these projects.

Upon vote, the motion carried unanimously.

February 16 Meeting – Cancellation

The Board agreed to cancel the meeting of February 16, 2010.

Unscheduled Visitors

Charles Burton, commissioner for Plymouth Water District proposed the following issues to the Board:

1. The District wrote a letter complaining about a surfacing project that blocked off shut off valves and that it should be the responsibility of Granite Construction to take the blacktop off to expose the shut off valves.
2. Why the District, a public entity under the scrutiny of the County, can't use the County PA's office to assist with legal questions.

Commissioner Benitz stated the Board would respond back to him about his questions in writing.

The Board briefly recessed, reconvening at 9:50 a.m.

Other Business

Resolution 10-078 – Red Mountain

Commissioner Benitz said they had received new information and he wanted to readdress the resolution for the application to Senator Murray. He presented a new resolution rescinding the previous resolution, adding some language that changed the lead agency role to be assumed by the State, and changed the amount for Phase II to \$5 million.

MOTION: Commissioner Benitz moved to approve the resolution for the application to U.S. Senator Patty Murray for the FY2011 Transportation Request Form, which is the application for Red Mountain Interchange, which includes the interchange at MP 100 on I-82 and the roadwork associated with the interchange to connect it to SR-224 and that Benton County be a secondary or assisting agency and no longer be the lead agency on this project, and that resolution number 10-078 be rescinded. Chairman Beaver seconded.

Discussion

Chairman Beaver said he had a discussion with Benton REA and the original resolution didn't match their discussions with Senator Murray and it should be rescinded because it didn't fit. He said they hoped to initially get \$5 million and to go after the balance in coming appropriations. Additionally, they would not be requesting any funds from Benton County but that it might be able to do some engineering work as its piece of the puzzle. Chairman Beaver stated if he had known this information prior, his vote on the issue would have been different.

Commissioner Bowman said this was first he had seen this and was concerned the phase I numbers were getting involved and wondered about Benton County being a secondary agency. Additionally, since Mr. Becken had talked about not having time to get the other agencies involved with a deadline of February 12, he was concerned about putting the State as the lead agency.

Commissioner Benitz said the County could go ahead and send the application in and that it applied to Phase 2. Again, he suggested the State should be the lead but the County continue to support the project.

Commissioner Bowman suggested the language be changed about the State taking the lead agency status since the County did not have their concurrence without talking to them.

Chairman Beaver asked Mr. Becken if he saw a problem with the resolution language. Mr. Becken said it only recommended the lead agency role by assumed by the State and the County needed to rescind the previous resolution.

Upon vote, the motion carried unanimously.

Letter from Tri-Tech

Commissioner Bowman asked about responding to Tri-Tech about its request to purchase vehicles from the County. He said he would research the issue and then put a response in writing for the Board to send.

Gas Tax

Commissioner Bowman stressed the importance of the County being aggressive in its requests to the State and Federal government for special transportation projects.

Vouchers

Check Date: 02/05/2010
Warrant #: 943442-943628
Total all funds: \$5,800,349.18

Check Date: 02/05/2010
Warrant #: 943353-943425
Total all funds: \$1,924.24

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

Resolutions

- 10-081: Interagency Agreement w/St of WA Administrative Office of the Courts
- 10-082: Authorization for Emergency Services on HVAC System
- 10-083: Professional Services Agreement w/R Johnston for Superior Court Indigent Defense
- 10-084: Professional Services Agreement w/J Bell for Superior Court Indigent Defense
- 10-085: Contract Termination w/R Thompson
- 10-086: Settlement of Claim CC 09-21
- 10-087: Authorization to Schedule Request for Bids for E.R. & R. Purchase Metal Traffic Signs
- 10-088: Contract with Columbia Irrigation District for Work Crew Service
- 10-089: Establishing Petty Cash Funds – Treasurer's Office
- 10-090: Contract with Big D's Construction – Wiser Parkway
- 10-091: Local Agency Agreement Supplement No. 2 - Red Mt. Interchange & SR 224 Connection
- 10-092: Application – Transportation Request Form – Red Mountain; Rescinding Resolution 10-078

There being no further business before the Board, the meeting adjourned at approximately 10:09 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING PRECINCT BOUNDARIES WITHIN BENTON COUNTY:

ORDER

WHEREAS, it is necessary that certain precincts in Benton County be changed and divided or combined and new precincts be established to comply with the statutes, now, therefore,

IT IS HEREBY ORDERED that the boundaries of various precincts in Benton County be established as follows:

Precinct Boundary Changes:

A portion of Washington to W3-P555

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

Portion of Washington to W3-P555 : That portion of Government Lot 3, Section 7, Township 8 North, Range 30 East, W.M., records of Benton County, Washington, described as follows: The North 85.00 feet of the East 226.00 feet of the West 256.00 feet of the Southwest Quarter of said Government Lot 3; together with the South 46.00 feet of the East 226.00 feet of the West 256.00 feet of the Northwest Quarter of said Government Lot 3; TOGETHER WITH the Southwest Quarter of said Government Lot 3; Except the North 85.00 feet of the East 226.20 feet of the West 256.20 feet; and Except the South 298.30 feet; TOGETHER WITH the North 96.65 feet of the South 298.30 feet of the East 200.00 feet of the West 230.00 feet of said Government Lot 3; TOGETHER WITH the North 96.50 feet of the South 201.65 feet of the East 200.00 feet of the West 230.00 feet of said Government Lot 3; TOGETHER WITH that portion of said Government Lot 3, described as follows: Commencing at the Southwest corner of said Government Lot 3; Thence Easterly along the Southern line of said Government Lot 3 for a distance of 30.00 feet, more or less, to the extended Easterly right of way line of South Washington Street; thence Northerly, parallel to the West line of said Government Lot 3, for a distance of 15.00 feet, more or less, to the intersection of the extended Easterly right of way of South Washington Street and the extended Northerly right of way line of West 23rd Avenue to the True Point of Beginning; Thence Northerly along the Easterly right of way line of South Washington Street for a distance of 90.00 feet; Thence Easterly, parallel to the South line of said Government Lot 3, for a distance of 200.00 feet; Thence Southerly, parallel to and the East right of way line of South Washington Street, for a distance of 90.00 feet, more or less, to the Northerly right of way line of East 23rd Avenue; Thence Westerly along the North right of way line of East 23rd Avenue, for a distance of 200.00 feet, more or less, to the Point of Beginning. Except that portion deeded to the City of Kennewick for right of way purposes under Auditor's File No. 91-10475; TOGETHER WITH that portion of Government Lot 4, Section 7, Township 8 North, Range 30 East, W.M., records of Benton County, Washington, described as follows: The South 100.00 feet of the North 115.00 feet of the East 145.00 feet of the West 175.00 feet of said Government Lot 4. Except that portion deeded to the City of Kennewick for right of way purposes under Auditor's File No. 91-10472; TOGETHER WITH Lots 1 through 4 of Short Plat 1975, as recorded in Volume 1 of Short Plats, Page 1975, records of Benton County, Washington; TOGETHER WITH all of that portion of East 23rd Avenue lying adjacent to the above referenced lots and not previously annexed to the City of Kennewick described as follows: The South 15.00 feet of the East 443.00 feet of the West 473.00 feet of said Government Lot 3, Section 7, Township 8 North, Range 30 East, W.M., records of Benton County, Washington; Together with the North 15.00 feet of the East 443.00 feet of the West 473.00 feet of said Government Lot 4, Section 7, Township 8 North, Range 30 East, W.M., records of Benton County, Washington, be and the same hereby is annexed to the City of Kennewick, and is hereby declared to be within the corporate limits of the City of Kennewick. Said property is located within Benton County, Washington.

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 Kelt
Deputy County Administrator

February 22, 2010

Mr. Bill Starkey

RE: Roundabout at Benton City

Dear Mr. Starkey:

Thank you for contacting Benton County with your concerns regarding the proposed roundabout at the Benton City interchange.

The Washington State Department of Transportation (WSDOT) will be designing and constructing the roundabout as all of the roads affected by the roundabout are under their jurisdiction. Benton County's involvement on this project is minimal.

I have forwarded your email to Troy Suing at WSDOT. Should you wish to contact him directly with any additional concerns or for any information, his email address is: SuingT@wsdot.wa.gov. His mailing address is Troy Suing; W.S.D.O.T.; P.O. Box 12560; Yakima, WA 98909-2560. He can be reached by telephone at 509-577-1600.

Sincerely,

BENTON COUNTY COMMISSIONERS

James Beaver, Chairman

cc: Benton County Commissioners
Benton County Public Works
Troy Suing, WSDOT

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

February 22, 2010

Yakima County Commissioners
Attn. Mike Leita, Chair
128 N. 2nd St.
Yakima, WA 98901-2639

Dear Commissioner Leita:

As our representative on the IWRMP Work Group Executive Committee, we feel it is imperative that your presentation to the Columbia River Water Resources Program Policy Group on February 17 in Olympia include the county and YBSA concerns.

We continue to endorse the criteria that were given to the BOR by Congress which would find a solution to the frequent droughts (like what may happen in 2010) that occur in the Yakima Basin. The December, 2008 Final Planning Report/Environmental Impact Statement on the Feasibility Study which would bring and store water for irrigation purposes from the Columbia River to the Yakima Basin would have accomplished that task but was discarded because of cost. We need a program that provides enough water for fish with a more normal flow in the Yakima River, water to provide a minimum of 70% of the water needed during droughts for the proratable Irrigation Districts and water for municipal and industrial growth for the next 100 years. The IWRMP that is being proposed has not answered the questions of how the plan would accomplish those tasks.

We believe that the following questions need to be answered before we adopt a plan. The proposed plan would not come close to solving the water problems in the next 30 years. The following should be documented in the discussion about the IWRMP.

1. Pumping costs – the rate presented does not compare with the rates quoted for the Odessa Project, the Umatilla Project, and the pump/storage of Columbia River water (Black Rock).
2. Are the proposed projects economically justified and what are the benefits of each project pertaining to fish, instream flow, and drought relief.
3. Does the proposed direct pump of Columbia River water to the Yakima Basin take into consideration the restrictions to removing water from the Columbia during July and August and other months when there is not an adequate supply in the Columbia River?
4. Since one of the goals was to return the Yakima and Naches Rivers to a more normal flow, there needs to be a study to determine the biologically based target

Yakima Co. Commissioner Mike Leita
February 22, 2010
Page Two

flows needed in the Yakima Basin. That could be done by SOAC which exists today or an outside biologist with working knowledge of the flows needed from the head waters to the confluence of the Yakima and Columbia Rivers.

Mike, we agree that we should not accept second best. Our problem will not be solved by a piecemeal approach over a 30 year period.

We appreciate the effort you have put into this program and believe we will not end up second best.

Sincerely,

Mark McCain, Chair
Kittitas Co. Commissioners

James Beaver, Chair
Benton Co. Commissioners

Sid Morrison, Chair
Yakima Basin Storage Alliance

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND BENTON-FRANKLIN HEALTH DISTRICT

WHEREAS, the Benton-Franklin Health District and Benton County previously entered into a lease of a portion of a building owned by Benton County as per Resolution 07-058 dated January 22, 2007; and

WHEREAS, under the terms of the lease, the Health District was obligated to pay Benton County an additional lump sum rental payment of \$500,000 dollars within 12 months of occupancy of the building as additional rent; and

WHEREAS, per Resolution 08-170 dated February 4, 2008 the original lease was amended to allow the occupancy of such building by the Health District earlier than was contemplated; and

WHEREAS, per Resolution 09-166 dated March 16, 2008, the second amendment to the lease agreement, the Board agreed to extend the deadline for the Health District to make its additional lump sum rental payment of \$500,000 to March 1, 2010; and

WHEREAS, due to the Benton-Franklin Health District's inability to sell their old office building and budget cuts, the District currently does not have the cash flow to pay the entire additional lump sum rental payment of \$500,000 on or before March 1, 2010; and

WHEREAS, the third amendment attached hereto changes the additional lump sum payment schedule to allow the principal amount of \$500,000 dollars to be paid in five (5) annual payments of \$100,000 each, with the first installment due on or before March 1, 2010. Interest shall be paid by the District on the outstanding principal amount after March 1, 2010, at the annual rate of one percent (1%); and

WHEREAS, for payments due March 1, 2011, and thereafter, the County will calculate the annual payment due and submit invoices to the District a minimum of thirty (30) days prior to the payment date; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners authorizes the Chairman of the Board to execute on behalf of the County the third amendment to said Lease Agreement that is attached hereto.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

Board of County Commissioners
Benton County
P.O. Box 190
Prosser, Washington 99350-0190

RE: Benton-Franklin Health District Lease Agreement

Dear Commissioners:

It has come to our attention the lease agreement covering the building located at 7102 W. Okanogan Place did not reflect the change in the schedule of additional rent payments due and as of yet not been formally amended.

To correct this oversight, the District would like to propose the enclosed document titled "Third Amendment to Lease Agreement" for your review and comment. The document changes the payment of additional rent owed per Section 7(a) of the lease agreement from a lump sum payment due by March 1, 2010 to five annual installments with the first due March 1, 2010.

Sincerely,

BENTON-FRANKLIN HEALTH DISTRICT BOARD

Bob Koch
Chairman

Cc: Benton-Franklin District Board of Health
Dr. Larry D. Jecha, Health Officer

THIRD AMENDMENT TO LEASE AGREEMENT

Benton County, a political subdivision of the State of Washington with its principal offices at 620 Market St., Prosser, WA 99350 (hereinafter "County"), and the Benton Franklin Health District, a bi county health district organized under RCW 70.46.020, with offices at 412 W. Clark St., Pasco, WA 99301 and 7102 W. Okanogan Pl., Kennewick, WA 99336 (hereinafter "District"), entered into a lease agreement dated January 23, 2007, a First Amendment to that lease agreement effective February 20, 2008, and a Second Amendment to that lease agreement effective March 16, 2009, for a building constructed and owned by the County (collectively, "the Lease Agreement"). The parties to the Lease Agreement now desire to enter into this Third Amendment to the Lease Agreement, effective upon execution by both parties.

A. The County and the District hereby agree to replace Section 7(a) of the Lease Agreement with the following:

7. Additional Rent.

- a. Lump Sum. As additional rent, the District shall pay the County the additional principal sum of Five Hundred Thousand Dollars (\$500,000). The District shall pay this amount in five (5) annual payments, with the first installment due on or before March 1, 2010. Interest shall be paid by the District on the unpaid principal amount commencing March 1, 2010, at the annual rate of one percent (1%). For payments due March 1, 2011, and thereafter, the County will calculate the annual payments due and submit an invoice to the District a minimum of thirty (30) days prior to the payment date. Pursuant to the terms of its March 7, 1990, Lease Option Agreement with the County, on or before March 1, 2007, the District shall exercise its option to purchase the property leased thereunder. At the District's discretion, the payments required hereunder may come from the District's sale of the property that is the subject of the March 5, 1990, Lease Option Agreement or from other District revenue sources. The payments required hereunder are in no way contingent upon the sale of said property by the District.

B. The County and the District hereby agree that all other provisions of the Lease Agreement shall remain in effect.

BENTON COUNTY

BENTON FRANKLIN HEALTH DISTRICT

James R. Beaver, Chairman

Bob Koch, Chairman

Date

Date

Approved as to form:

Ryan Brown, DPA

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

February 22, 2010

The Honorable Doc Hastings
1203 Longworth
House Office Building
Washington, D.C. 20515

Dear Congressman Hastings:

The Board of Benton County Commissioners would like to express support for an application by Ben Franklin Transit for federal funding to help replace old transit vehicles now in service in the Tri-Cities region of Washington State.

Ben Franklin Transit is in the process of requesting designated funds from the 2011 appropriations from the Federal Transit Administration for the replacement of twenty-five old 1988 model transit coaches. These vehicles exceed their Federal guideline lifespan by 80% and they do not meet the Americans with Disabilities Act requirements for transit coaches. Currently 40% of BFT's transit vehicles are older than the federal lifetime standard. Twenty-four percent (24%) of the vehicles do not meet the requirements of the Americans with Disabilities Act. It is planned that the new coaches BFT hopes to acquire would be heavy duty, lightweight, low floor, ADA accessible, with hybrid renewable fueled engines.

Ben Franklin Transit has been an excellent provider of public transportation services in the region. The ability to replace older, more polluting, and non-ADA compliant vehicles with the modern transit buses would make their services even that much better. For that reason, Benton County expresses strong support for their request in this regard.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

James Beaver, Chairman

CC: Commissioners
Administration
Tim Fredrickson, BFT

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

February 22, 2010

The Honorable Maria Cantwell
511 Dirksen
Senate Office Building
Washington, DC 20510

Dear Senator Cantwell:

The Board of Benton County Commissioners would like to express support for an application by Ben Franklin Transit for federal funding to help replace old transit vehicles now in service in the Tri-Cities region of Washington State.

Ben Franklin Transit is in the process of requesting designated funds from the 2011 appropriations from the Federal Transit Administration for the replacement of twenty-five old 1988 model transit coaches. These vehicles exceed their Federal guideline lifespan by 80% and they do not meet the Americans with Disabilities Act requirements for transit coaches. Currently 40% of BFT's transit vehicles are older than the federal lifetime standard. Twenty-four percent (24%) of the vehicles do not meet the requirements of the Americans with Disabilities Act. It is planned that the new coaches BFT hopes to acquire would be heavy duty, lightweight, low floor, ADA accessible, with hybrid renewable fueled engines.

Ben Franklin Transit has been an excellent provider of public transportation services in the region. The ability to replace older, more polluting, and non-ADA compliant vehicles with the modern transit buses would make their services even that much better. For that reason, Benton County expresses strong support for their request in this regard.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

James Beaver, Chairman

CC: Commissioners
Administration
Tim Fredrickson, BFT

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

February 22, 2010

The Honorable Patty Murray
173 Russell
Senate Office Building
Washington, DC 20510

Dear Senator Murray:

The Board of Benton County Commissioners would like to express support for an application by Ben Franklin Transit for federal funding to help replace old transit vehicles now in service in the Tri-Cities region of Washington State.

Ben Franklin Transit is in the process of requesting designated funds from the 2011 appropriations from the Federal Transit Administration for the replacement of twenty-five old 1988 model transit coaches. These vehicles exceed their Federal guideline lifespan by 80% and they do not meet the Americans with Disabilities Act requirements for transit coaches. Currently 40% of BFT's transit vehicles are older than the federal lifetime standard. Twenty-four percent (24%) of the vehicles do not meet the requirements of the Americans with Disabilities Act. It is planned that the new coaches BFT hopes to acquire would be heavy duty, lightweight, low floor, ADA accessible, with hybrid renewable fueled engines.

Ben Franklin Transit has been an excellent provider of public transportation services in the region. The ability to replace older, more polluting, and non-ADA compliant vehicles with the modern transit buses would make their services even that much better. For that reason, Benton County expresses strong support for their request in this regard.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

James Beaver, Chairman

CC: Commissioners
Administration
Tim Fredrickson, BFT

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RESOLUTION

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

**IN THE MATTER OF A SERVICE AGREEMENT FOR SECURITY MONITORING AND "AS
NEEDED" REPAIR SERVICES WITH MOON SECURITY SERVICES, INC. FOR VARIOUS
BENTON COUNTY LOCATIONS**

WHEREAS, per resolution 09-811, any public works services or materials involving less than \$25,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, Benton County uses Moon Security Services, Inc., Pasco, WA – License No. MOONSS*246P8 to provide regular security services for the Fairgrounds, Justice Center, Coroner's Bldg., Courthouse, Health District Bldg, Human Services, & Crisis Reponse; and

WHEREAS, the 2009 contract with Moon Security Services expired on December 31, 2009 and the Facilities Manager recommends entering into another service agreement for both the regular security services along with "as needed" services for unanticipated on site repair services for any and all Benton County locations; and

WHEREAS, the prices for said services is in accordance to the service agreement and price rates attached hereto for an accumulative contract amount not to exceed \$8,000 including WSST; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Moon Security Services the service agreement for regular services and any "as needed" services for all Benton County locations; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2010.

Dated this _____ day of _____, 2010

_____ Chairman of the Board

_____ Member

_____ Member

Attest: _____
Clerk of the Board

RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE AGREEMENT BETWEEN BENTON COUNTY AND
STRATTON SURVEYING FOR "AS NEEDED" SURVEYING SERVICES FOR ALL BENTON
COUNTY LOCATIONS**

WHEREAS, per resolution 09-814, contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

WHEREAS, Benton County solicits Stratton Surveying & Mapping, PC for various surveying projects for all Benton County locations and they are readily available and willing to provide services for the County when needed; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Stratton Surveying & Mapping, PC – UBI No. 602731645 to be put in place for "as needed" surveying services for all Benton County locations for small projects; and

WHEREAS, this blanket contract would allow the Facilities Manager and Benton County Parks Department personnel to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services are in accordance to the agreement and Stratton Surveying, Inc. price rates attached hereto for an accumulative contract amount not to exceed \$8,000 including WSST; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Stratton Surveying & Mapping, PC the blanket service agreement for "as needed" services at all Benton County locations for an amount not to exceed \$8,000 including WSST; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

h

RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" 2010
SIGN INSTALLATION FOR ALL BENTON COUNTY LOCATIONS**

WHEREAS, per resolution 09-811, any public works services or materials involving less than \$25,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, Benton County Facilities has solicited Signs Now with the parent company of Sign Crafters, Inc. Kennewick, WA - SIGNSN*033ON for several years for necessary signs throughout all County facilities; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Signs Now, Kennewick, WA to be put in place for "as needed" sign installation for all locations of Benton County for small projects costing less than \$15,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Signs Now price rates attached hereto for an accumulative contract amount not to exceed \$15,000 including WSST; **NOW THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Sign Crafters, Inc. the blanket service agreement for "as needed" services at all Benton County locations, to include Benton County Fairgrounds, for an amount not to exceed \$15,000 including WSST; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract shall expire on December 31, 2010.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Original: File - 10-10001 - Lisa Small
cc: Facilities; Fairgrounds; Auditor; R. Ozuna; Signs Now

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 110.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
539.500	4102	Contract Services	\$6,665	594.190	6401	Capital Outlay	\$6,665
TOTAL			\$6,665	TOTAL			\$6,665

Explanation:

Transfer needed to pay for ATV with plow blade approved by Res. 10-035

Prepared by: Cami McKenzie

Date: 16-Feb-2010

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION 10 035

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING A 2010 POLARIS ATV WITH A PLOW BLADE FOR THE USE OF SNOW REMOVAL AND OTHER MISCELLANEOUS NEEDS THROUGHOUT BENTON COUNTY FACILITIES

WHEREAS, Benton County currently has a blanket contract with a third party contractor for "as needed" snow removal for a rate of \$85.00 hour with a contract not to exceed \$5,000 including WSST; and

WHEREAS, the County Administrator recommended soliciting for quotes for a new ATV with a plow blade to provide the County with the equipment needed to perform snow removal services, along with other internal services through the county facilities department; and

WHEREAS, proposals were solicited and quotes were received from the following:

Tri-Cities Cycle Supply, Kennewick, WA	\$6,670.70 w/ WSST
Yamaha Country Inc., Kennewick, WA	\$7,290.00 w/ WSST
Desert Valley Powersports, Prosser, WA	\$7,520.86 w/ WSST

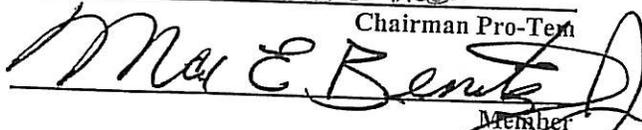
WHEREAS, the County Administrator reviewed the proposals and recommends purchasing the 2010 Polaris ATV with a plow blade and 2500 lb winch for an amount of \$6,670.70 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and authorizes the purchase of the 2010 Polaris ATV from Tri-Cities Cycle Supply for an amount of \$6,670.70 including Washington State Sale Tax.

Dated this 25 day of Jan, 2010


Chairman of the Board


Chairman Pro-Tem


Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING JANITORIAL SERVICES AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY CORONER'S OFFICE & BENTON COUNTY HEALTH DISTRICT BUILDING AND AUTHORIZING FACILITIES MANAGER TO PROCEED WITH CONTRACT

WHEREAS, Benton County Facilities solicited proposals in accordance with Resolution 09-813 to award public works contracts in amounts less than \$200,000 from all qualified contractors on the Benton County Small Works Roster to provide janitorial services at the Benton County Justice Center, Benton County Coroner's Office, and Benton County Health District Building; and

WHEREAS, Benton County Facilities solicited proposals from all janitorial contractors listed on the Benton County Small Works Roster at the time of bidding and received the following proposals:

1. ABM Janitorial Services, Kennewick, WA
 - a. 902.24 hours: \$176,750.52 (not including WSST) - (approx. \$195.90/hr)
2. Varsity Contractors, Inc., Boise, ID
 - a. 809 hours: \$167,700.00 (not including WSST) - (approx. \$207.29)
3. Affordable Specialties & Supply dba: AM PM Cleaning, Kennewick, WA - Declined
4. Tri-Cities Maintenance & Janitorial, Richland, WA - Did not respond
5. Sparkling Sensations, West Richland, WA - Declined

WHEREAS, the Facilities Manager reviewed the proposals and recommends awarding the janitorial services to ABM Janitorial Services - Contractors License No. ABMJAS*963QQ, even though the total bid is more, based on the hourly rate and the additional hours of service that would be provided; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners that the Facilities Manager is hereby authorized to proceed with a contract awarding the janitorial services to ABM Janitorial Services in the amount of \$176,750.52 (not including WSST) to provide janitorial services at the Benton County Justice Center, Benton County Coroner's Office, and Benton County Health District.

BE IT FURTHER RESOLVED, the Board hereby authorizes a service contract to be prepared and placed on the consent agenda at a later date for signature.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,

K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE SERVICE CONTRACT WITH J. R. SWIGART CO., INC. FOR THE ROOF REPAIR LOCATED AT THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per Resolution 10-006 dated January 4, 2010, the Board of Benton County Commissioners and J. R. Swigart Co., Inc. entered into a service agreement to provide all labor and materials to remove the wind damaged area of the Sundown's Arena roof located at the Fairgrounds and install new roofing material in the damaged area of the roof for an amount of \$11,444.00 excluding WSST; and

WHEREAS, additional damage was discovered on the Sundown's Arena roof once contractor was on site; and roof damage was detected at the Benton County Justice Center in the jail facility as well; and

WHEREAS, the Facilities Manager recommends increasing the labor and material to repair all damaged areas on the roof located at the Fairgrounds and then awarding the work needed for the Benton County Justice Center to said contractor as he is certified to repair this roof with the same type of manufactured materials that are presently on the building to maintain any warranties; and

WHEREAS, the attached amendment is necessary to increase the original contract amount by \$5,500 excluding WSST to cover the additional work as mentioned above;
NOW, THEREFORE

BE IT RESOLVED the Board of Benton County Commissioners hereby agrees with the recommendation for the additional roofing repair and authorizes the Chairman to sign the attached First Amendment to the contract between Benton County and J. R. Swigart Co., Inc. for a contract amount of \$16,944.00 excluding WSST and a total amount payable, including acceptable overages, incidentals and other unanticipated costs not to exceed \$19,000.00 excluding WSST.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig: Fairgrounds
cc: Auditor; R. Ozuna, Facilities, J.R. Swigart Co.

FIRST SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this 2 day of FEBRUARY 2010 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **J. R. SWIGART CO., INC.**, 1203 S Grey, Pasco, WA 99302 a firm licensed to do business in the State of Washington, (hereinafter "CONTRACTOR").

The parties entered into a service agreement per Resolution 10-006 dated January 4, 2010 (the "AGREEMENT") to provide all necessary labor and materials to remove the wind damaged area of the Sundown's Arena roof located at the Benton County Fairgrounds and then install a 60 Mill TPO Roofing System extending the full length of the building to eliminate any seams and/or leaks for a contract amount not to exceed of \$13,000.00 excluding WSST.

Whereas, additional damage to the grandstand roof was discovered; and roof damage was detected at the Benton County Justice Center in the jail facility; and

Whereas the Facilities Manager recommends awarding the work needed for the Benton County Justice Center to said contractor as he is certified to repair this roof with the same type and manufactured materials that are presently on the building to maintain any warranties; and

Whereas, this amendment is necessary to increase the original contract amount by five thousand five hundred dollars (\$5,500.00) excluding WSST in order to procure additional roofing services by contractor, to wit: tear off and re-roof an additional 13' x 96' of the grandstand roof to repair additional cracks that were discovered (\$5,000.00); and perform necessary roof repairs to the Benton County Justice Center using the same type and manufactured materials that are presently on the building to maintain any warranties (\$500.00).

The parties agree that all provisions of their original agreement remain in effect except for the following amendments:

1. CONTRACT DOCUMENTS the existing paragraph shall be amended by adding the following Exhibits:

Exhibit "C" – Contractor's Proposal dated 1/8/10

Exhibit "D" – Contractor's Proposal dated 1/6/10

2. DURATION OF CONTRACT the existing paragraph shall be amended and replaced in its entirety with the following;

The terms of this contract shall commence on December 28, 2009. CONTRACTOR shall substantially complete the scope of work outlined within Section 3 of this Contract within 90 days of starting on site. This Contract shall terminate upon the earlier of either (a) approval of the Notice of Completion via Resolution executed by

COUNTY's Board of Commissioners, or (b) four (4) months after commencement of the contract.

3. SERVICES PROVIDED the existing paragraph shall be amended and replaced in its entirety with the following:

The COUNTY requires and the CONTRACTOR agrees to provide all necessary labor and materials to remove the wind damaged area of the Sundown's Arena roof located at the Benton County Fairgrounds and then install a 60 Mill TPO Roofing System extending the full length of the building to eliminate any seams and/or leaks. All work shall be in accordance with the CONTRACTOR's proposals attached to the original contract as Exhibit "A" and hereto as Exhibit "C".

CONTRACTOR shall also provide all necessary labor and materials to repair the damaged roof located at the Benton County Justice Center. All repairs shall be made with the same type and manufactures material that is presently on the building to maintain any warranties. All work shall be in accordance with the CONTRACTOR'S proposal attached hereto as Exhibit "D".

All work shall be performed consistent with industry standard. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

5. COMPENSATION the existing paragraph shall be amended and replaced in its entirety with the following:

The CONTRACTOR shall be paid in accordance with the proposals provided in Exhibit A, C, & D. The maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall be sixteen thousand nine hundred forty-four dollars, and no cents (\$16,944.00) not including Washington State Sales Tax. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed nineteen thousand dollars and zero cents, (\$19,000.00) not including W.S.S.T. **Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative.** At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

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

BENTON COUNTY

J. R. SWIGART CO., INC.

James Beaver, Chairman

John Swigart
John Swigart, President

Date: _____

Date: 2/3/10

Approved as to Form:

[Signature]
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 2/22/10 Subject: Fairgrounds Surplus Water Truck Prepared by: <u>cmb</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Benton County Fairgrounds would like to surplus Hyster Fork Lift Model number H80B, Serial number E05E01627C.

RECOMMENDATION

The Fairgrounds Office Manager and Maintenance Worker reviewed the quote of current value from PAPE Material Handling, Inc, Pasco, Washington. And agreed this forklift needs to be surplus and scrapped to a recycling center. Move to have the Hyster Fork Lift placed on the Benton County surplus list.

FISCAL IMPACT

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, the Fairgrounds has a Hyster Fork Lift Model number H80B, Serial number E05E01627C which has been made obsolete; and,

WHEREAS, the Personal Property Manager has determined that the Hyster Fork Lift, is not desired by any other county department or office; and,

WHEREAS, the researched current value of the Hyster Fork Lift is as scrap value per a quote from PAPE Material Handling, Inc, Pasco, Washington and

WHEREAS, it is the recommendation of the Personal Property Manager that the Hyster Fork Lift should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

BE IT RESOLVED, that, based on the recommendation of the Fairgrounds Office Manager and Maintenance Worker, the Fork Lift is hereby surplus and to be scraped for salvage value, the Fairgrounds staff shall surplus and scrap or other methods per Benton County Personal Property Management Policy Exhibit A of Resolution 07-752 Policy; the Fairground Office Manger and Maintenance Worker shall dispose of the Fork Lift by disassembly of the Fork Lift and send scrap to a recycling center.

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 C Bowen



Jim
 Benton County Fair Grounds
 1500 S Oak
 Kennewick, WA 99336

This letter is in regards to the value of the Hyster H80B lift truck, serial E05E01627C. The current condition of the Hyster lift truck is not in a operating condition and because of the age and the parts and service repairs required to bring the unit up to safe operational condition may not be feasible. The value of the Hyster in its current state would be salvage value.

Any questions please call

Myron Kleingartner
 Territory Manager

A handwritten signature in black ink, appearing to read "Myron Kleingartner".



RESOLUTION 07-752

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY RE: ADOPTING BENTON COUNTY PERSONAL AND REAL PROPERTY MANAGEMENT POLICIES AND RESCINDING RESOLUTION 98-234

BE IT RESOLVED that the Board of Benton County Commissioners hereby adopts the attached personal and real property management policies as more further defined in Exhibits A and B and hereby rescinds resolution 98-234.

Dated this 15 day of October, 2007

Leo M. Beemer
Chairman of the Board

Clark A. Olson
Chairman Pro-Tem

Mark E. Benoit
Member

Attest: Juan Small
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPY^m

DATE:	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: County Program Agreement Amendment #0963-68016 with the Health and Recovery Services Administration, Division of Alcohol and Substance Abuse.	
ACTION(S) REQUESTED: Approve for re-signatures on Consent Agenda.	
BACKGROUND: The Franklin County Commissioners signed Resolution No. 2009-493 on December 16, 2009 and the Benton County Commissioners signed Resolution No. 09-871 on December 28, 2009. The Department of Human Services submitted the Agreement Amendment to the State on January 7, 2010. The Amendment was signed prior to the original Agreement. The State wants the Amendment to be signed after the Agreement date of January 6, 2010. The State will sign the Amendment if the Commissioners will re-sign the cover sheet with a date after January 10, 2010. We will then re-submit the cover sheets for the State's approval.	
COORDINATION: The Benton and Franklin Counties' Prosecuting Attorney's Offices are in agreement that they will re-sign the cover sheet. All attachments and language remains the same as submitted to the Commissioners in December.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to re-sign this agreement amendment by their signatures on the amendment cover sheet.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Action Summary Report2. Two Resolutions for Signature3. Three Program Agreement Amendment Signature Sheets4. E-mail from the State with explanation of why re-signing is necessary5. Copy of Signature Page previously signed6. Copy of Joint Resolution 09-871 (Benton Co.)/2009-493 (Franklin County)7. Copy of Franklin County Resolution #2010-034 signed on February 3, 2010	

I certify the above information is accurate and complete.

Carol Carey, Sr. Secretary

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: **APPROVAL BY BENTON COUNTY COMMISSIONERS OF CHANGE OF APPROVAL DATE ON AMENDMENT TO AGREEMENT BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE DIVISION OF BEHAVIORAL HEALTH AND RECOVERY, AMENDMENT #0963-68016-01, TO PROVIDE CHEMICAL DEPENDENCY PREVENTION, TREATMENT AND SUPPORT SERVICES, PREVIOUSLY APPROVED BY RESOLUTION 09-871**

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached agreement as being in the best interest of Benton County; and

WHEREAS, the Washington State Department of Social and Health Services will not approve the original Agreement #0963-68016 approved by Benton County on January 6, 2010, by Resolution 2010-003 unless the Board of Benton County Commissioners changes the approval date of the amendment numbered Agreement #0963-68016-01 to be later than January 6, 2010; and

WHEREAS, Benton County has previously approved the amendment #0963-68016-01 on December 28, 2009, by Resolution 09-871, and desires to comply with the State requirement;

NOW, THEREFORE, BE IT RESOLVED the Benton County Board of Commissioners hereby again approve the County Program Agreement Amendment #0963-68016-01.

APPROVED this _____ day of _____ 2010.

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

Chair

Chair, Pro Tem

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

Attest:

Clerk to the Board

Originals: Benton County
Human Services

Carey



COUNTY PROGRAM AGREEMENT AMENDMENT

DSHS Agreement Number

0963-68016

Amendment No.

0963-68016-01

Administration or Division
Agreement Number

County Agreement Number

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

DSHS ADMINISTRATION
Health and Recovery Services
Administration

DSHS DIVISION
Division of Alcohol and
Substance Abuse

DSHS INDEX NUMBER
1122

CCS CONTRACT CODE
1122

DSHS CONTACT NAME AND TITLE
Ella Hanks

DSHS CONTACT ADDRESS
1002 North 16th, Third Floor
Yakima, WA 98909-

DSHS CONTACT TELEPHONE
(509) 225-6196 Ext:

DSHS CONTACT FAX
(509) 575-2903

DSHS CONTACT E-MAIL
hanksem@dshs.wa.gov

COUNTY NAME
Benton County

COUNTY ADDRESS
Department of Human Services
7207 West Deschutes Avenue
Kennewick, WA 99336-

COUNTY FEDERAL EMPLOYER IDENTIFICATION
NUMBER
916001296

COUNTY CONTACT NAME
Carrie Huie-Pascua

COUNTY CONTACT TELEPHONE
(509) 783-5284 Ext:

COUNTY CONTACT FAX
(509) 783-5981

COUNTY CONTACT E-MAIL
carriehp@gov.wa.benton-franklin.

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM
AGREEMENT?
Yes

CFDA NUMBERS
93.959 us

AMENDMENT START DATE
10/1/2009

PROGRAM AGREEMENT END DATE
6/30/2011

PRIOR MAXIMUM PROGRAM AGREEMENT
AMOUNT
\$3,404,696.00

AMOUNT OF INCREASE OR DECREASE
\$548,816.00

TOTAL MAXIMUM PROGRAM AGREEMENT
AMOUNT
\$3,953,512.00

REASON FOR AMENDMENT:
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

Exhibits (specify): Exhibit A, A&R; Exhibit B, SRP; Exhibit C, CACDP

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

Franklin County Commissioner Chair

Printed Name and Title
Brad Peck, Chair
Franklin County Commissioners

Date Signed
2-3-2010

Benton County Commissioner Chair

Printed Name and Title
James Beaver, Chair
Benton County Commissioners

Date Signed

DSHS Signature

Printed Name and Title
Sandra Elliott
Contracts Manager

Date Signed

Approved as to form:

Jonathan Young
Benton County Prosecuting Attorney's Office

Approved as to form:

Ryan Verhulp
Franklin County Prosecuting Attorney's Office

DSHS Central Contract Services

6026CF Contract Program Agreement Amendment (3-31-06)

Carol Carey

From: Hanks, Ella (DSHS/HRSA/DBHR) [HanksEM@dshs.wa.gov]
Sent: Wednesday, January 20, 2010 2:36 PM
To: Carol Carey
Subject: FW: Benton/Franklin County contract(s)
Attachments: Benton-Franklin 0963-68016-01.Doc

Importance: High

FYI

From: Hanks, Ella (DSHS/HRSA/DBHR)
Sent: Wednesday, January 20, 2010 2:36 PM
To: Carrie Huie-Pascua; Diana Ransom; Ed Thornbrugh; Jerry VanHoosen; Joel Chavez
Cc: Crawford, Eric (DSHS/HRSA/DBHR)
Subject: FW: Benton/Franklin County contract(s)
Importance: High

Please see Eric's instructions below and have the amendment signed again. Thanks, Ella

From: Crawford, Eric (DSHS/HRSA/DBHR)
Sent: Wednesday, January 20, 2010 11:04 AM
To: Hanks, Ella (DSHS/HRSA/DBHR)
Subject: FW: Benton/Franklin County contract(s)

Good morning Ella. I just got the original contract and, after all this time, it turns out that they signed their amendment prior to signing the original, which we cannot accept. There are two county signatures on the amendment; one is 12-16-09 and the other is 12-28-09. So, please let them know that we need to have the amendment re-signed with a date after the original was signed (the original's signature dates are 1-6-10 and 1-11-10). To make it easier they can just use January 12, 2010 as a signed date for the amendment.

I've attached an unsigned amendment they can use to re-sign. They should have a copy on their end so they can verify that it was already reviewed and signed. Thanks

*Eric Crawford, Senior Contracts Manager
HRSA/Division of Legal Services
P.O. Box 45525 (US Mail)
626 8th Avenue SE (Express Mail)
Olympia, Washington 98504-5525
Ph: (360) 725-3717 Fax: (360) 586-9727*

From: Crawford, Eric (DSHS/HRSA/DBHR)
Sent: Monday, January 04, 2010 4:43 PM

To: Hanks, Ella (DSHS/HRSA/DBHR)
Subject: RE: Benton/Franklin County contract(s)

I remember the e-mail, I just couldn't tell if it meant that were not sending them both. Please inform them that I cannot execute the one they returned until I receive the original. Thanks again ☺

Eric Crawford, Senior Contracts Manager
HRSA/Division of Legal Services
P.O. Box 45525 (US Mail)
626 8th Avenue SE (Express Mail)
Olympia, Washington 98504-5525
Ph: (360) 725-3717 Fax: (360) 586-9727

From: Hanks, Ella (DSHS/HRSA/DBHR)
Sent: Monday, January 04, 2010 4:07 PM
To: Crawford, Eric (DSHS/HRSA/DBHR)
Subject: RE: Benton/Franklin County contract(s)

I have (see attachment).

From: Crawford, Eric (DSHS/HRSA/DBHR)
Sent: Monday, January 04, 2010 4:06 PM
To: Hanks, Ella (DSHS/HRSA/DBHR)
Subject: Benton/Franklin County contract(s)

I just received amendment #1. I previously tried to inquire on if they were going to return the original also because we still don't have it. Please check the status for me. Thank You

Eric Crawford, Senior Contracts Manager
HRSA/Division of Legal Services
P.O. Box 45525 (US Mail)
626 8th Avenue SE (Express Mail)
Olympia, Washington 98504-5525
Ph: (360) 725-3717 Fax: (360) 586-9727



COUNTY PROGRAM AGREEMENT AMENDMENT

DSHS Agreement Number

0963-68016

Amendment No.

0963-68016-01

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION
Health and Recovery Services
Administration

DSHS DIVISION
Division of Alcohol and
Substance Abuse

DSHS INDEX NUMBER
1122

CCS CONTRACT CODE
1122

DSHS CONTACT NAME AND TITLE
Ella Hanks

DSHS CONTACT ADDRESS
1002 North 16th, Third Floor
Yakima, WA 98909-

COPY

DSHS CONTACT TELEPHONE
(509) 225-6196 Ext:

DSHS CONTACT FAX
(509) 575-2903

DSHS CONTACT E-MAIL
hanksom@dshs.wa.gov

COUNTY NAME
Benton County

COUNTY ADDRESS
Department of Human Services
7207 West Deschutes Avenue
Kennewick, WA 99336-

COUNTY FEDERAL EMPLOYER IDENTIFICATION
NUMBER
916001296

COUNTY CONTACT NAME
Carrie Huie-Pascua

COUNTY CONTACT TELEPHONE
(509) 783-5284 Ext:

COUNTY CONTACT FAX
(509) 783-5981

COUNTY CONTACT E-MAIL
carriehp@gov.wa.benton-franklin.

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM
AGREEMENT?
Yes

CFDA NUMBERS
93.959 us

AMENDMENT START DATE
10/1/2009

PROGRAM AGREEMENT END DATE
6/30/2011

PRIOR MAXIMUM PROGRAM AGREEMENT
AMOUNT
\$3,404,696.00

AMOUNT OF INCREASE OR DECREASE
\$548,816.00

TOTAL MAXIMUM PROGRAM AGREEMENT
AMOUNT
\$3,953,512.00

REASON FOR AMENDMENT;
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

Exhibits (specify): Exhibit A, A&R; Exhibit B, SRP; Exhibit C, CACDP

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

Franklin County Commissioner Chair 	Printed Name and Title Rick Miller, Chair Franklin County Commissioners	Date Signed 12/16/09
Benton County Commissioner Chair 	Printed Name and Title Max Benitz, Chair Benton County Commissioners	Date Signed 12/29/09
DSHS Signature 	Printed Name and Title Sandra Elliot Contracts Manager	Date Signed
Approved as to form: 	Approved as to form: 	
Jonathan Young Benton County Prosecuting Attorney's Office	Ryan Verhulp Franklin County Prosecuting Attorney's Office	

COPY

JOINT RESOLUTION

09 871

COPY

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2009 493

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 THE DIVISION OF BEHAVIORAL HEALTH AND
RECOVERY, AMENDMENT #0963-68016-01 TO PROVIDE CHEMICAL
DEPENDENCY PREVENTION, TREATMENT AND SUPPORT SERVICES, and

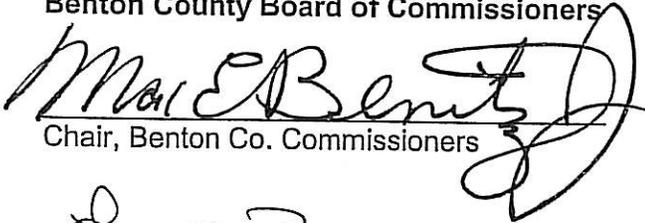
WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of chemical dependent persons, that the proposed Agreement Amendment be approved as presented for a term commencing October 1, 2009 and terminating June 30, 2011, **NOW, 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 #0963-68016-01.

Dated this 28th day of Dec 2009.

Dated this 16th day of DEC 2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners


Chair, Benton Co. Commissioners


Chair, Franklin Co. Commissioners

R.E. Koch - Absent


Chair Pro Tem

Chair 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

Originals: Benton County
Franklin County
Human Services

Carey

COPY

FRANKLIN COUNTY RESOLUTION NO. 2010 034

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

COPY

RE: APPROVAL BY FRANKLIN COUNTY COMMISSIONERS OF CHANGE OF APPROVAL DATE ON AMENDMENT TO AGREEMENT BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE DIVISION OF BEHAVIORAL HEALTH AND RECOVERY, AMENDMENT #0963-68016-01, TO PROVIDE CHEMICAL DEPENDENCY PREVENTION, TREATMENT AND SUPPORT SERVICES, PREVIOUSLY APPROVED BY RESOLUTION 2009-493

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County; and

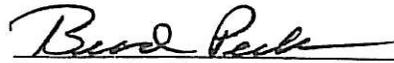
WHEREAS, the Washington State Department of Social and Health Services will not approve the original Agreement #0963-68016 approved by Franklin County on January 6, 2010, by Resolution 2010-003 unless the Board of Franklin County Commissioners changes the approval date of the amendment numbered Agreement #0963-68016-01 to be later than January 6, 2010; and

WHEREAS, Franklin County has previously approved the amendment #0963-68016-01 on December 16, 2009, by Resolution 2009-493, and desires to comply with the state requirement;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby again approves the County Program Agreement Amendment #0963-68016-01 on this 27th day of January 2010.

APPROVED this 3rd day of February 2010.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Brad Peck, Chairman

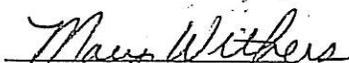


Rick Miller, Chairman Pro Tem

R.E. Koch - Absent

Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Franklin County Auditor
Human Services

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPY

DATE: January 29, 2010	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Purchase of five (5) computer workstations	
ACTION(S) REQUESTED: Approve on Consent Agenda	
BACKGROUND: The Department of Human Services currently has five (5) computer workstations that need to be replaced pursuant to the MIS Replacement Plan. The replacement computer workstations were originally planned for and budgeted in the 2009 budget and never purchased.	
COORDINATION: The Director has reviewed the bids and agreed that the five (5) computer stations need to be replaced.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to approve this resolution by their signatures on the resolution.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Three (3) original Resolutions for signature2. Memo from Systems Analyst III and copies of bids	

I certify the above information is accurate and complete.



Carol Carey, Sr. Secretary

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

IN THE MATTER OF EXECUTION OF THE PURCHASE OF COMPUTER WORKSTATIONS FOR THE DEPARTMENT OF HUMAN SERVICES

WHEREAS, five (5) computer stations that are currently being used at the Department of Human Services need to be replaced pursuant to the Department's MIS replacement plan; and

WHEREAS, replacement computer workstations were originally planned for and budgeted in 2009 and never purchased; and

WHEREAS, the Systems Analyst III has done all the research on this purchase and determined that GovConnection submitted the most inexpensive bid:

GovConnection: Five (5) computer stations for a total of \$3,882.60
State Contract: Five (5) computer stations for a total of \$4,225.00; and

BE IT RESOLVED that the Boards of County Commissioners of Benton and Franklin Counties hereby accept the proposed purchase from GovConnection; **NOW THEREFORE**,

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners hereby authorizes the Department of Human Services to purchase five (5) computer stations and to sign the Joint Resolution to purchase said computers in behalf of the Boards of Commissioners of Benton and Franklin Counties.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair

Chair

Chair, Pro Tem

Chair, Pro Tem

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

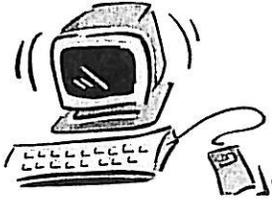
Member
Constituting the Board of County
Commissioners of Franklin County, Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Benton County, Franklin County

Carey



A handwritten signature in black ink, appearing to read 'Ian Velasquez'.

Memo

from the desk of Ian Velasquez

To: Carrie

CC:

Date: 1/28/2010 11:51:00 AM

Re: 2010 Replacement Workstation

Carrie,

It's already been four years since we purchased workstations. This is one year past our 3 year plan. Last year we decided that with the economy we shouldn't do it in 2009. However, I am now experiencing failures with these workstations and they need to be replaced.

I have researched on the State Contract an HP XW8600 (FL931UT) Workstation. The State Contract (T10-MST-297) has a price of \$845.00 per unit. I know that would satisfy our bidding process but I compared that price with GOVCONNECTION and their price for the same unit is \$776.52 per unit. I am suggesting that we show both prices but order from GOVCONNECTION since it is cheaper than the State Contract.

We have 5 units that need to be replaced for a total price of \$3882.60 + Tax.

Ian Velasquez
Systems Analyst III



Gov is all you need™

HP SmartBuy xw4600 : 3.06GHz Intel Core 2 Duo Win XP Pro



More From: [HP/Compaq](#)
 Item #: 10913874
 Mfr. Part#: FL931UT#ABA
 Availability: In Stock
 Est. Ship: Ships Tomorrow
 Flexible, Industry-driven design

Be the first to write a review.

[VIEW MFR SERVICE PLANS](#)

[Overview](#) [Specs](#) [Services](#) [Reviews](#) [Accessories](#)

Audio	
Audio Output Type	Integrated
General	
Color	Alloy Metallic
Color	Carbonite
Chassis Form Factor	Convertible Minitower
Memory	
RAM Technology	DDR2 SDRAM
RAM (Installed)	2 GB
Cache Memory (Installed)	3 MB
RAM (max)	16 GB
Operating System	
OS Provided	Win XP Pro
Optical Drive Information	
CD/DVD Type	DVD±RW DL
CD/DVD Type	DVD-RAM
Processor	
Processor Speed	3.06 GHz
Data Bus Speed	1066 MHz
Processor Manufacturer	Intel
Processor Type	Intel Core 2 Duo
Processor Model Number	E7600
Chipset Type	Intel X38
# Processors Installed	1
# Processors Supported	1
Protocols	
Networking Protocol	Gigabit Ethernet
Standards	
Compliant Standards	EPEAT Gold
Storage	
Hard Drive Interface	SATA 3.0 Gbps
Storage Controller RAID Level	RAID 0
Storage Controller RAID Level	RAID 1
Storage Controller RAID Level	RAID 5
Storage Controller RAID Level	RAID 10

Ordering Information
 Price: \$776.52
 Quantity:
[+ ADD TO CART](#)
[ADD TO QUICKLIST](#)

May We Suggest

2GB PC2-6400 800MHz ECC Unbuffered DDR2 SDRAM DIMM
 Mfr. Part#: GH740AA
 \$555.00 Qty:

LST Logic SAS3041E Storage Controller
 Mfr. Part#: EH417AA
 \$175.88 Qty:

500GB 3.5" HP SATA 7200 RPM Hard Drive
 Mfr. Part#: PV943A
 \$251.01 Qty:
[Add To Cart](#)



SHOPPING CART

Today's Date : 1/26/2010 1:20:48 AM
 Contract: WA - STATE OF WASHINGTON (WSCA/NASPO) (T10-MST-287)

Product availability and product discontinuation are subject to change without notice. The prices in this shopping cart are valid for 30 days from the date above. If you do not wish to place this order electronically, please include this form when submitting your purchase order.

Show address and comment fields. Use the File - Print option to print this form for your future reference.

Items/description	Part no	Unit price	Qty	Ext price
<ul style="list-style-type: none"> ■ HP xw4600 85% Energy Efficient Chassis ■ Convertible minitower ■ Genuine Windows 7® Professional 32-bit* with downgrade to Windows® XP Professional 32-bit custom installed** ■ 85% Efficient Power Supply ■ Intel® X38 Express ■ Intel® Core™ 2 Duo Processor E7600/ 3.06 GHz, 3MB L2, 1066 MHz FSB ■ 2 GB (2 x 1 GB) DDR2-800 NECC ■ NVIDIA Quadro FX380 PCIe ■ 160 GB SATA 3 Gb/s NCQ 7200 rpm ■ 16X DVD+-RW DL SuperMulti ■ Realtek ALC262 Integrated high definition audio with internal speaker ■ PS/2 Standard Keyboard ■ USB Optical Scroll Mouse ■ Protected by HP Services. Includes 3 years parts, 3 years labor, & 3 years onsite service (3/3/3) standard warranty. Certain restrictions & exclusions apply. 		\$845.00	1	\$845.00
<p>HP xw4600 85% Energy Efficient Chassis</p> <p>Operating system</p> <p>Genuine Windows® 7 Professional 32 bit w/downgrade to XP Professional 32 bit custom installed</p> <p>Processor</p> <p>Intel® Core™ 2 Duo Processor E7600/ 3.06 GHz, 3MB L2, 1066 MHz FSB</p> <p>Memory</p> <p>2 GB (2 x 1 GB) DDR2-800 ECC</p> <p>Video/graphics</p> <p>NVIDIA Quadro FX380 256MB Graphics</p> <p>1st hard drive</p> <p>HP 160GB SATA 3Gb/s NCQ 7200 HDD</p> <p>Optical drive</p> <p>16X DVD+-RW DL SuperMulti</p> <p>Sound card</p> <p>Realtek ALC262 Integrated high definition audio with internal speaker</p> <p>Keyboard</p> <p>HP PS/2 Standard Keyboard</p> <p>Mouse</p> <p>HP USB optical scroll mouse</p> <p>Additional accessories</p> <p>HP Promotional Flyer</p> <p>Warranty</p> <p>3 years parts, labor and onsite service (3/3/3) standard warranty. Certain restrictions and exclusions apply.</p>	FL931UT#ABA			

Subtotal: \$845.00

The terms and conditions of the WA - STATE OF WASHINGTON (WSCA/NASPO) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this form was created, go to: <http://gem.compaq.com/gemstore/entry.asp?SiteID=11628>

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.
 ** This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

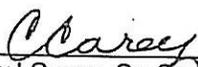
* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPY

DATE: , 2/11/10	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Professional Services Agreement #PSA-2009/10-MH-Cummings-00	
ACTION(S) REQUESTED: Approve on Consent Agenda	
BACKGROUND: The Department of Human Services contracts with Mathew Cummings, LICSW to provide Out-of-Network mental health counseling services for authorized clients. This is a one year agreement effective October 1, 2009 to September 30, 2010	
COORDINATION: The Benton and Franklin Counties' Prosecuting Attorney's Office have reviewed this agreement and approved as to form. The Director of Human Services and program specialists have reviewed and approved the format and legal areas of the agreement.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to approve this agreement by their signatures on the agreement.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Resolution2. Three original amendments for signature3. Copies of Cover Sheet and Resolution.	

I certify the above information is accurate and complete.



Carol Carey, Sr. Secretary

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 FOR A PROFESSIONAL
SERVICE AGREEMENT BETWEEN MATHEW CUMMINGS, LICSW AND
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
FOR OUT-OF-NETWORK MENTAL HEALTH COUNSELING SERVICES TO
AUTHORIZED CLIENTS, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with mental health, that the proposed Professional Service Agreement #PSA-2009/10-MH-Cummings-00, be approved as presented for a term commencing October 1, 2009 and terminating September 30, 2010 or, **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, Professional Service Agreement #PSA-2009/10-MH-Cummings-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair

Chair

Chair Pro Tem

Chair 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

Originals: Franklin County
Benton County
Human Services

Carey

RECEIVED
 FEB 12 2010
 BENTON COUNTY
 COMMISSIONERS

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

IRS PUB 1542
 Under www.IRS.GOV/Search for 1542

FUND: HUMAN SERVICES #0108-101
 MONTH: December 2009

NAME: Carrie Huie-Pascua
 ADDRESS: 7207 West Deschutes Avenue, Kennewick, WA

NOTE: A receipt for the following must be attached to your form: transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department Managers.

DATE	MEALS				TOTALS	LODGING	RECEIPTS REQUIRED			TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED	
	BREAKFAST	LUNCH	DINNER	TOTALS			TRANSPORT (AIR/TAXI)	CAR RENTAL/PARKING	REGISTRATION FEES/OTHER		PURPOSE	LOCATION
Dec. 01										4	GCBH Subcommittee Meeting	Kennewick
Dec. 03										6	Meeting with Lutheran Comm. Serv.	Kennewick
Dec. 09										4	GCBH Board of Directors	Kennewick
Dec. 10										21	Franklin County Commissioners	Pasco
Dec. 11										4	GCBH Special Bd. Meeting	Kennewick
Dec. 15	\$16.00		\$29.00	\$45.00					18	ESD 123	Pasco	
Dec. 16					\$10.00				10	DV Shelter	Richland	
Dec. 17									18	MH Spec. Workgroup Meeting	SeaTac	
Dec. 29									21	Bi-County Bd. Meeting	Pasco	
Dec. 30									4	Housing Groundbreaking	Kennewick	
									21	Subcontractor Meetings	Pasco	
									21	Franklin County Meetings	Pasco	

Meals \$45.00 \$
 Lodging \$10 \$
 Transport \$
 Rental \$
 Other \$
 SUBTOTALS: \$83.60
 @ .55/mile (effective 1/1/09)
 152
 304

TOTAL REIMBURSEMENT REQUEST: \$138.60

CERTIFICATION

I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: *Carrie Huie-Pascua*
 Job Title: Human Services Director
 Approval: _____ Date: _____

BUDGET CODING

DEPT	BASE SUB	OBJECT	AMOUNT
560	560.110	4301	138.60

P

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPY 9.

DATE: <i>January 20, 2010</i>	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Mental Health Provider Agreement #09/11-MH-NONPIHP-LCS-00 with Lutheran Community Services Northwest	
ACTION(S) REQUESTED: Approve on Consent Agenda	
BACKGROUND: The Department of Human Services has an Agreement with Lutheran Community Services Northwest to provide age, linguistic and culturally competent community mental health services to the maximum extent possible and within the available resources for individuals within Benton and Franklin Counties.	
COORDINATION: The Benton and Franklin Counties' Prosecuting Attorney's Office have reviewed this Agreement and approved as to form. The Director of Human Services and program specialists have reviewed and approved the format and legal areas of the agreement.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to approve this agreement by their signatures on the Agreement.	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Resolution2. Three original amendments for signature3. Copies of Cover Sheet and Resolution.	

I certify the above information is accurate and complete.

Carol Carey

Carol Carey, Sr. Secretary

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 FOR AN AGREEMENT
BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF
HUMAN SERVICES AND LUTHERAN COMMUNITY SERVICES, #09/11-MH-
NONPIHP-LCS-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-LCS-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton Co. Commissioners

Chair, Franklin Co. Commissioners

Chair Pro Tem

Chair 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

Originals: Benton County
Franklin County
Human Services

Carey

r

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT WITH THE CITY OF KENNEWICK

WHEREAS, the City of Kennewick, Washington, wishes to contract with Benton County to provide indigent defense services to defendants being prosecuted by the City of Kennewick, as required by Criminal Rules for Courts of Limited Jurisdiction (CrRLJ) 3.1;

WHEREAS, Benton County is amenable to providing such services to the City of Kennewick upon the terms and conditions contained in the Interlocal agreement attached hereto;

NOW THEREFORE, BE IT RESOLVED THAT the annexed Interlocal agreement between Benton County and the City of Kennewick, for District Court indigent defense services, be executed.

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

S

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT FOR WIRELESS PHONE SERVICES WITH VERIZON WIRELESS.

WHEREAS, Benton County is obligated, pursuant to Court Rule, to provide telephone access to indigent defense attorneys to arrestees who request access to an attorney, primarily in the context of Driving Under the Influence arrests and investigations;

WHEREAS, this telephone access was previously provided by way of a wireless phone provided and paid for by Benton County District Court;

WHEREAS, the wireless telephone previously provided and paid for by Benton County District Court is no longer being so provided and paid for;

WHEREAS, after appropriate research it appears that Verizon Wireless, by way of a contract in which Benton County, through Washington General Administration and the Western States Contracting Alliance, provides services that best serve the needs of Benton County;

NOW THEREFORE,

BE IT RESOLVED, that the attached Western States Contracting Alliance Government Entity Authorized User Agreement for Verizon Wireless services be executed as presented, and be it further resolved that the Chairman of the Board be authorized to execute such Agreement on behalf of the entire Board.

Dated this day of, 2010.

Chairman of the Board

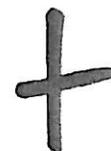
Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY RYAN SWINBURNSON, #BCDC0710RMS002, EXTENDING IT FOR A PERIOD OF 3 YEARS ON EXISTING TERMS AND CONDITIONS.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Ryan Swinburnson, ("Attorney") designated BCDC0710RMS002 ("Contract"), executed by way of Resolution 09-130, presently is set to expire on December 31, 2010;

WHEREAS, Attorney has offered to extend Contract for an additional three years on the existing terms and conditions and without an increase in compensation such as is often offered to attorneys over time;

WHEREAS, it appears to be in the best interests of Benton County to accept Attorney's offer to extend Contract for three years especially with no increase in compensation over that period of time;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810RMS002A2 extending the term of Contract BCDC081RMS002 by three years to expire on December 31, 2013, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0710RMS002
Between
Benton County and Ryan M Swinburnson
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS COUNTY has a continued need for the legal services provided by attorney Ryan M Swinburnson ("Attorney") pursuant to agreement #BCDC0710RMS002 ("Agreement") and Attorney desires to continue provide such legal services;

WHEREAS the parties wish to extend the expiration of the Agreement by three years while keeping all existing terms and conditions the same;

THEREFORE agreement #BCDC0710RMS002 shall be amended as follows:

1. Section 1 ("Agreement Term") shall be modified in the following manner:

The phrase "**31st day of December, 2010**" shall be stricken and replaced with "**31st day of December, 2013**".

2. Section 12 ("Monthly Compensation") shall be modified in the following manner:

A subsection "d." shall be added and shall contain the following language:
"January 1, 2011, to December 31, 2013--\$5843.75 per month"

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier:
BCDC00710RMS002A2

****Signatures appear on following page****

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

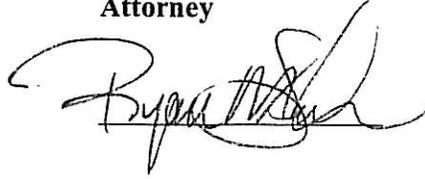
Date: _____

Date: 2-5-10

Benton County

Attorney

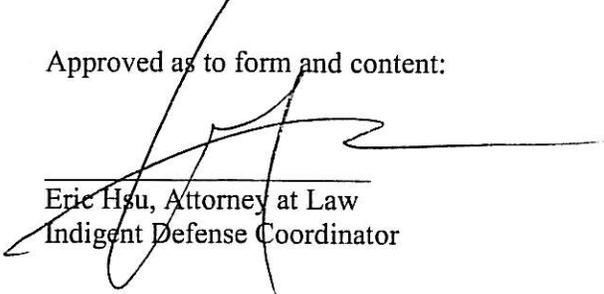
Chairman



Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

u

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTING CONTRACT #BFSC1010NR002D WITH ATTORNEY NORMA
RODRIGUEZ FOR INDIGENT DEFENSE SERVICES IN BENTON-FRANKLIN COUNTIES
SUPERIOR COURT REPRESENTING PERSONS PARTICIPATING IN THE BENTON-FRANKLIN
COUNTIES ADULT DRUG COURT.

WHEREAS, despite serious fiscal constraints, Benton and Franklin Counties have elected to fund the Benton-Franklin Counties Adult Drug Court program;

WHEREAS, in recognition of these fiscal constraints, attorney Norma Rodriguez, who has been appointed counsel for participants in the Adult Drug Court has voluntarily agreed to accept reduced compensation equivalent to 50% of what she otherwise would be entitled under previous contract terms (ie \$2,060 per month);

WHEREAS, it is in both Benton and Franklin Counties' best interests to re-contract with attorney Norma Rodriguez at this reduced rate;

NOW THEREFORE, BE IT RESOLVED THAT the attached contract with attorney Norma Rodriguez, reducing the compensation due for her services to participants in the Benton-Franklin Counties Adult Drug Court program to the sum of \$2,060 per month, designated BFSC1010NR002D, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO PERSONS PARTICIPATING IN BENTON-FRANKLIN SUPERIOR COURT ADULT
DRUG COURT PROGRAM
#BFSC1010NR002D**

THIS AGREEMENT is entered into by and between **NORMA RODRIGUEZ**, attorney at law, Washington State Bar Association # 22938 ("Attorney"), and the **COUNTIES of BENTON and FRANKLIN**, both State of Washington political subdivisions (the "Counties"), for and on behalf of the Benton and Franklin Counties Superior Court.

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the Counties' jurisdictional boundaries.
- B. Drug court programs, such as the Benton-Franklin Superior Court Adult Drug Court program, have been shown to reduce recidivism and save taxpayers nationwide money and resources through offering participants an alternative to full criminal prosecution at the pre-adjudication level.
- C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, has successfully completed the National Drug Court Institute's Comprehensive Drug Court Defense Counsel training, and desires to continue contracting with the Counties to provide legal services to persons participating in the Benton-Franklin Superior Court Adult Drug Court program.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2010**, 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 7502 West Deschutes Place, Kennewick, WA, 99336. Attorney's current local office telephone and fax numbers are (509) 783-5551 and (509) 736-1151, respectively; and Attorney's current office/work e-mail address is norma@rodriguezlawwa.com.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>02/22/10</u>	Execute Contract _____	Consent Agenda <u>XXX</u>
Subject: <u>Sole Source</u>	Pass Resolution <u>XXX</u>	Public Hearing _____
Prepared by: <u>Larry Moser</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Steve Becken</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Benton County Road Department currently uses Time Mark manufactured traffic counters for gathering traffic information on county roads. The traffic information is then transferred to the Benton County computer system with the use of compatible software.

The road department has a need for additional traffic counters and accessories compatible with the current county software. Time Mark, Inc., Salem, Oregon, is the only manufacturer of traffic counters that are compatible with the county software. Therefore, Time Mark, Inc. is a sole source supplier.

Per RCW 36.32.270 "The county legislative authority may waive the competitive bidding requirements of this chapter pursuant to RCW 39.04.280 if an exemption contained within that section applies to the purchase or public work."

Per RCW 39.04.280 (1) "Competitive bidding requirements may be waived by the governing body of the municipality for:
 (a) Purchases that are clearly and legitimately limited to a single source of supply;"

SUMMARY

The road department has a need for additional traffic counters and accessories compatible with the current county software. Time Mark, Inc., Salem, Oregon, is the only manufacturer of traffic counters that are compatible with the county software. Therefore, Time Mark, Inc. is a sole source supplier.

RECOMMENDATION

The Public Works Manager recommends that an exemption of the competitive bidding requirement as specified by RCW 39.04.280 be approved by the Board of County Commissioners for the acquisition of additional Time Mark traffic counters and accessories.

FISCAL IMPACT

The purchase of traffic counters and accessories shall not exceed \$11,000.00 budgeted in the 2010 Equipment Rental & Revolving Fund Budget for this item.

MOTION

Motion to approve the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: SOLE SOURCE FOR ACQUIRING TRAFFIC COUNTERS COMPATIBLE WITH CURRENT COUNTY SOFTWARE FOR TRANSFER OF TRAFFIC INFORMATION

WHEREAS, the Benton County Road Department currently uses Time Mark traffic counters for gathering traffic information on county roads and transfers that information with the use of compatible software to the Benton County computer system; and

WHEREAS, the Road Department needs to purchase additional traffic counters and accessories compatible with the current county software; and

WHEREAS, only Time Mark, Inc., Salem, Oregon, manufactures and sells traffic counters that are compatible with the county software; NOW, THEREFORE,

BE IT RESOLVED, that Time Mark, Inc., Salem, Oregon, be declared a sole source for acquisition of the Time Mark traffic counters; and

BE IT RESOLVED, by the Board of Benton County Commissioners, that an exemption of the competitive bidding requirements as specified by RCW 36.32.270 and RCW 39.04.280 be approved for the acquisition of additional Time Mark manufactured traffic counters and accessories in an amount not to exceed \$11,000.00; and

BE IT FURTHER RESOLVED, that the Public Works Manager is hereby authorized to proceed with the purchase.

Dated this 22nd day of February, 2010

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

W

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: WISER PARKWAY AT BNSF RAILROAD – CE 1918 CRP

WHEREAS, by resolution dated February 8, 2010, award was made to Big D's Construction of Tri-Cities, Washington; and

WHEREAS, the contract in the amount of \$197,828.50 has been executed by Big D's Construction; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract on behalf of Benton County.

Dated this 22nd day of February, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc



RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO THE PLYMOUTH WATER DISTRICT, FOR A NON EXCLUSIVE FRANCHISE FOR A WATER SYSTEM LINES AND FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Benton Irrigation District, who has applied to continue a non exclusive franchise for a water system lines and facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring February 29, 2020;
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, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Plymouth Water District has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 22nd day of February, 2010

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

SWB:lss

Return to:
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

COPY

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF)
PLYMOUTH WATER DISTRICT FOR A)
NONEXCLUSIVE FRANCHISE TO LOCATE,)
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF)
NECESSARY, REMOVE WATER SYSTEM LINES)
AND FACILITIES WITHIN THE COUNTY OF)
BENTON, STATE OF WASHINGTON, UPON, OVER,)
UNDER, ALONG, AND ACROSS CERTAIN COUNTY)
ROADS AND PUBLIC HIGHWAYS, OR PARTS)
THEREOF, NOT WITHIN THE LIMITS OF ANY)
INCORPORATED CITY OR TOWN.)

No. _____

ORDER AND AGREEMENT FOR
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____, 2010 the petition and application of PLYMOUTH WATER DISTRICT, for the authority and nonexclusive franchise, for a term of ten (ten) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove water system lines and facilities under, upon, over, along and across the County roads, highways, streets, alleys, and bridges described in said application by reference to the sections, townships, and ranges in which said roads, highways, streets, alleys, and bridges are physically located within the County of Benton, State of Washington, and not within the corporate limits of

any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three locations written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and by publishing a like notice two (2) times in the Tri-City Herald, a daily newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads, highways, streets, alleys, and bridges to be included in the franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to PLYMOUTH WATER DISTRICT, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove water system lines and facilities, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads, highways, streets, alleys, bridges, rights-of-way, and other County property which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within Benton County road rights-of-way or other County property outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads, rights-of-way, or other County property, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the “map of definite location”. Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads, rights-of-way or property will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all

reasonable costs and expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-way, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County road or right-of-way the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to the County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-way subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the road or right-of-way surface has been broken and repair and restore the affected County road or right-of-way and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required.

Except in cases of emergency as hereinafter provided, no breaking of surface of any county road or right-of-way shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for

such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any county road or right-of-way or other county property shall in any way interfere with the grading or improvement of such county road or right-of-way or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon county roads and rights-of-way shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property, which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads, rights-of-ways, or other County property, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads, rights-of-way, and other County property covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County road or right-of-way subject to this Franchise by grading, regrading, surfacing, or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of the distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise, which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than \$500,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads, rights-of-way, or other property subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Franchising Authority, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or

regulation, relating to the regulation of highways or the public welfare, health, safety, as may hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee's number is (C.D. Charles Burton President Pro-Tem

509-303-9050 Home Phone). The emergency number is 509-303-9050 or 911. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated hereinbelow, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire February 29, 2020.

XXI. GRANTEE'S ADDRESS

The name and address of the Grantee is: Plymouth Water District, P. O. Box 17, Plymouth, WA 99346. Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

C. D. BURTON
Print or Type Name

C. D. Burton
Sign Name

Date 2-10-10

APPROVED AS TO FORM:

Benton County Prosecuting Attorney

Date _____

FOR BENTON COUNTY,
WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date _____

Exhibit A

All unincorporated Benton County

RESOLUTION

Y

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY BEING ADJACENT TO LOTS 1, 2, 28, 29, 31, 34, 35, 36 AND 37 AS SHOWN ON THE CORRETED PLAT OF HUNTS PLAT;

WHEREAS, a request was received to vacate and abandon a portion of unimproved County Right of Way; said request being a strip of unimproved right of way 40 feet in width adjacent Lots 1, 2, 28, 29, 30, 31, 34, 35, 36, and 37; and, a strip of unimproved right of way 20 feet in width lying adjacent Lot 31 and Lot 36, all located in the Corrected Plat of Hunts Plat, which is located in Section 31, Township 10 North, Range 28 East, W.M.; NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing be held at 9:05 a.m., Monday, March 22, 2010 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed plan for adoption.

Dated this 22nd day of February, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:lss

2

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PERSONAL SERVICES CONTRACT WITH CWI SECURITY SERVICES, INC., FOR ALARM SYSTEM MONITORING AT PROSSER SHOP

WHEREAS, a personal services contract has been prepared by and between Benton County and CWI Security Services, Inc. for alarm system monitoring at the Prosser and Kennewick maintenance shops; and

WHEREAS, this contract will replace the contract dated October 6, 2008; and

WHEREAS, the Public Works Manager recommends entering into the contract; NOW, THEREFORE,

BE IT RESOLVED that the personal services contract by and between Benton County and CWI Security Services, Inc. be and hereby is approved and said contract will replace the contract dated October 6, 2008.

Dated this 22nd day of February, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

aa

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>02/22/10</u>	Execute Contract _____	Consent Agenda <u>XXX</u>
Subject: <u>Vehicle Replacement</u>	Pass Resolution <u>XXX</u>	Public Hearing _____
Prepared by: <u>Larry Moser</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Steve Becken</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

On February 9, 2010, vehicle #1052 (a 1999 Ford Taurus assigned to the Benton County Assessor's Department) while traveling East on I-182 the serpentine belt broke and the engine overheated making it un-repairable. The value of the vehicle prior to the engine damage is estimated to have been between \$1,900.00 and \$2,150.00. The estimated cost to repair this vehicle (the purchase of a re-manufactured engine at \$2,200.00 plus another estimated \$200.00 in small parts plus 15-20 hours of labor to change out the engines) would easily exceed \$3,000.00 for a \$2,000.00 vehicle.

SUMMARY

The engine in vehicle #1052 (a 1999 Ford Taurus assigned to the Benton County Assessor's Department) damaged beyond repair. Value of vehicle #1052 prior to engine damage is estimated by the use of NADA and Kelly Blue Book to be between \$1,900 and \$2,150. The cost to replace and install engine is estimated by the Equipment Maintenance Manager to be at \$3,000.00 or more.

RECOMMENDATION

The Public Works Manager recommends that vehicle #1052 be declared surplus and be replaced by a new similar sized vehicle purchased through the Washington State Vehicle Contract System.

The Public Works Manager also recommends that the Board of County Commissioners approve the resolution authorizing a line item transfer in the amount of \$20,000.00 for the purchase of a new vehicle.

FISCAL IMPACT

Increase the ER&R Fund Equipment Purchase line item by \$20,000.00.

MOTION

Motion to approve the consent agenda.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY E. R. & R. FUNDS RE: TRANSFER OF FUNDS
WITHIN THE COUNTY E. R. & R. FUND 0501-101

BE IT RESOLVED by the Board of Benton County Commissioners that
funds be transferred between line items as defined in Exhibit A
attached hereto.

Dated this 22nd day of February, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:dlh

- (1) Transferring \$20,000.00 from Vehicle Maintenance Function Line Item 548.610.4930 (Advanced Expenditures) to 594.480.6400 (Equipment) to increase funding for the purchase of a new vehicle to replace Equipment No. 1052 (1999 Ford Taurus).

There is no adverse affect on the Vehicle Maintenance Function.

bb

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 10-075**

WHEREAS, the Board of Benton County Commissioners adopted the 2010 Agreement between Benton County and the City of Olympia per Resolution 10-075 dated February 1, 2010; and

WHEREAS, the City of Olympia adopted the 2010 Agreement between Benton County and the City of Olympia on January 26, 2010; and

WHEREAS, the City of Olympia made the following changes to the 2010 Agreement:

1. Section 5(a) the payment due date was altered to February 1, 2010 from January 15, 2010
2. Section 10(d) the word "eminent" was replaced with "imminent"
3. Changed the font type; and

WHEREAS, Benton County was unaware of the modifications to the Agreement until after the February 1, 2010 Board meeting; and

WHEREAS, it is the recommendation of the Prosecuting Attorney to rescind Resolution 10-075 and have the Board of Commissioners sign the modified Agreement; **NOW, THEREFORE**

BE IT 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 10-075 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

CC

RESOLUTION

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

IN THE MATTER OF AUTHORIZING VEHICLE PURCHASES FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON, CURRENT EXPENSE FUND 0000-101, SHERIFF PATROL DEPARTMENT 121, SHERIFF TRAFFIC DEPARTMENT 125 AND WORK CREW REPLACEMENT FUND 0151-101

WHEREAS, the Washington State Contracts No. 04909, 04608, 04708 and 05308 allows for the purchase of vehicles; and

WHEREAS, these vehicles are to be used by the Corrections Officers and Sheriff's Deputies while on duty; and

WHEREAS, the purchase price inclusive of WSST is:

- One (1) Chevrolet Tahoe per State Contract No. 04909 for a total of \$31,921.16
- One (1) Dodge Charger per State Contract No. 04608 for a total of \$24,976.95
- One (1) Ford Escape per State Contract No. 04708 for a total of \$19,562.56
- Four (4) Ford Crown Victorias per State Contract No. 04608 for a total of \$102,928.50
- Two (2) Chevrolet Express Van per State Contract No. 05308 for a total of \$53,277.68

WHEREAS, the Board of Benton County Commissioners approved the 2010 Benton County Sheriff's Office Budgets which includes the purchase of these vehicles; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Benton County Sheriff's Department to purchase One (1) Chevrolet Tahoe PPVs, One (1) Dodge Charger, Four (4) Ford Crown Victorias, One (1) Ford Escape and One (2) Chevrolet Express Van for the amount of \$232,666.85 inclusive of WSST under State Contracts No. . 04909, 04608, 04708 and 05308.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

dd

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND THE CITY OF WEST RICHLAND FOR POTENTIALLY DANGEROUS OR DANGEROUS DOG IMPOUNDMENT SERVICES, CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT 121

WHEREAS, Benton County hereinafter called "COUNTY" and the City of West Richland hereinafter called "CITY" entered into an Interlocal Agreement via resolution 08-425, whereby the CITY would provide potentially dangerous or dangerous dog impoundment services for the COUNTY in accordance with Benton County Code Chapter 2.20; and

WHEREAS, the parties wish to amend the Interlocal Agreement terms and conditions and extend the Interlocal Agreement through December 31, 2010; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Interlocal Agreement Amendment and authorizes the Chairman of the Board to sign the attached Interlocal Agreement Amendment between Benton County and the City of West Richland; and

BE IT FURTHER RESOLVED, the term of the attached Interlocal Agreement Amendment expires on December 31, 2010.

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

INTERLOCAL AGREEMENT AMENDMENT

THIS INTERLOCAL AGREEMENT AMENDMENT is made and entered into this ____ day of _____, 2010 by and between Benton County, Washington hereinafter called "COUNTY" and City of West Richland, Washington hereinafter called "CITY".

WHEREAS, per Resolution 08-425 the parties entered into an Interlocal Agreement, whereby the CITY would provide potentially dangerous or dangerous dog impoundment services for the COUNTY in accordance with Benton County Code Chapter 2.20; and

WHEREAS, the parties wish to amend the Interlocal Agreement's terms and conditions and extend the contract through December 31, 2010; and

NOW, THEREFORE, in consideration of the payments, provisions, and agreements set forth in the Interlocal Agreement, the parties agree as follows:

1. Section 3. DURATION shall be replaced with the following:

3. Duration of contract. The term of this contract shall begin immediately up execution by the parties and shall expire on December 31, 2010. Upon mutual execution of appropriate amendments, this Agreement may be extended for additional two year terms a maximum of two times (total of six years).

2. All other terms and conditions remain the same.

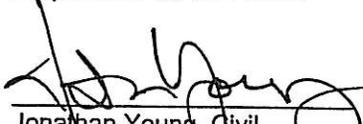
IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement Amendment to be signed by their duly constituted legal representatives.

Date: _____

Benton County

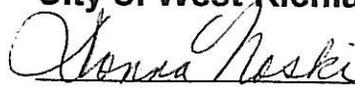
James Beaver, Chairman
Benton County Commissioner

Approved as to Form:


Jonathan Young, Civil,
Deputy Prosecuting Attorney

Date: 2/2/10

City of West Richland


Donna Noski, Mayor

Approved as to Form:


City Attorney

ee

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION INCLUDING THE 2009 ANNUAL CERTIFICATION REPORT

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

WHEREAS, the yearly Federal Annual Certification Report must be signed by the Benton County Sheriff and the Benton County Commissioner, **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that the Chairman of the Board of Benton County Commissioners is authorized to sign, on behalf of the Board, the Federal Equitable Sharing Agreement and Certification including the 2009 Annual Certification Report.

Dated this _____ day of February, 2010.

Chairman of the Board

Member

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

Attest: _____

J. Thompson

CC: Sheriff's Office, Auditors Office

ff

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 22 Feb 2010 Subject: watershed planning Memo Date: 12 Feb 2010 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

The letter is pretty self-explanatory. This is a request to the Legislature (and the Governor) to reinstate full or at least partial funding for the Watershed Planning program, which is in various states of planning and implementation around the state. In our area, the Yakima Basin is in implementation (project) stage, and WRIA 31 is at the tail-end of planning (detailed implementation plan).

I have provided similar letters from around the state as examples, and Washington Association of Counties has also taken a position supporting Watershed Planning.

My draft does not specifically address the Yakima or WRIA 31, and just discussing the statewide program in general.

#

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

22 February 2010

The Honorable Brian Hatfield, Chair
Senate Committee on Agriculture and
Rural Economic Development
411 J.A. Cherberg Building
Post Office Box 40466
Olympia, Washington 98504-0466

The Honorable Brian Blake, Chair
House Committee on Agriculture and
Natural Resources
J.L. O'Brien Building – Room JLOB 247-A
Post Office Box 40600
Olympia, Washington 98504-0600

The Honorable Margarita Prentice, Chair
Senate Committee on Ways and Means
311 J.A. Cherberg Building
Post Office Box 40482
Olympia, Washington 98504-0482

The Honorable Kelli Lindville, Chair
House Committee on Ways and Means
J.L. O'Brien Building – Room JLOB 220-B
Post Office Box 40600
Olympia, Washington 98504-0600

Re: Watershed Planning Funding

Dear Senator Hatfield, Representative Blake, and Committee Members:

Benton County would like to express our enduring support for Watershed Planning, and we request the same from the Legislature during this difficult budgetary time.

Benton County favors local control and governance whenever possible, and the Watershed Planning program has been a model for planning and administration at the local level that has successfully gained the support of landowners, stakeholders, and citizens. This program has evolved in such a way that local governments and the State (through the Department of Ecology) can work collaboratively on issues of water quality, water quantity, and habitat enhancements; rather than having a system of top-down edicts from Olympia.

We are grateful for the State's past support of Watershed Planning. Local stakeholders have also invested a lot of time and money to develop the plans and begin implementing them. Here in Benton County, we have worked hard with our neighboring counties, irrigation districts, tribal nations, and state agencies to develop and adopt plans for two separate watersheds – the Yakima Basin (WRIAs 37, 38, and 39) and the Rock-Glade sub-basin of the Columbia River (WRIA 31). We have now moved-on to the critical implementation phase for both of these watersheds.

We ask that you continue to support the Watershed Planning program by re-dedicating \$5.3 million to the Operating Budget for the Department of Ecology. Last session's budget reduction of 40% altered the program, but due to the strong commitments and partnerships that have been established, our projects and others around the state were able to adapt and continue with implementing our plans. We are concerned that a budget of zero dollars will jeopardize the momentum established by working together over the past decade and lead to major set-backs in finishing planning already underway and completing projects already in the queue.

We know that you appreciate the collaboration and goodwill described above, and we thank you for your attention to this important matter and for considerations of the Watershed Planning program.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

James Beaver, Chairman

cc: Christine Gregoire, Governor
8th District Legislators
16th District Legislators
Yakima Basin Water Resource Agency
WRIA 31 Watershed Planning Advisory Committee

99

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 22 Feb 2010 Subject: TRIDEC contract Memo Date: 12 Feb 2010 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Attached is the annual economic development support contract and accompanying resolution for the Tri-City Development Council (TRIDEC).

Most of the contract language is identical to previous contracts, the changes being in term (March 1st – December 31st), compensation (\$21,000), and work plan.

The compensation is pro-rated based on a ten month contract instead of twelve months, and this is because TRIDEC did not adopt and forward to us a work plan until the beginning of February. The original amount allocated for the year was \$25,000.

The work plan is "Exhibit A". It is the general community-wide work plan and not specific to this contract (which is how it usually is). In addition to the work plan, we have also included a stipulation that a TRIDEC representative will meet with the County Administrator (or designee) on a monthly basis to discuss progress on the work plan and other economic development matters. The Administrator currently meets with the Prosser EDA executive director once per month and this has gone a long way in building our relationship with that organization and opening the lines of communication.

FISCAL IMPACT

\$21,000 for the year.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE
TRI-CITY DEVELOPMENT COUNCIL

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

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

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Economic Development Agreement between Benton County and TRIDEC.

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: BOCC file
cc: Auditor, Prosecutor (Ozuna), Sustainable Development, TRIDEC

Prepared by: A.J. Fyall

hh

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN TREASURER'S O&M EXPENSE FUND NUMBER 0112-101.

WHEREAS, the Benton County Treasurer needs funds required to support the position of Office Assistant III,

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

Dated this _____ day of _____, 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. A. Davidson, Benton County Treasurer

CC: County Auditor's Office/ Accounting/ Patrick Powell

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Treasurer Dept Nbr: 124
 Fund Name: Treasurer's O&M Fund Nbr: 0112-101

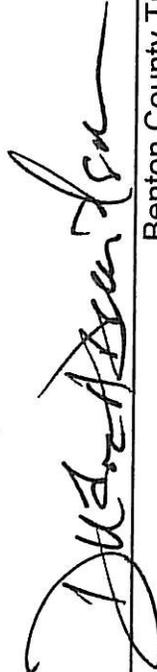
TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	TRANSFER TO:	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.220	4902	Foreclosure Costs	\$11,370				
					1514	Office Assistant III	\$8,010
					2102	Social Security	\$613
					2103	Medical Insurance	\$2,320
					2104	Retirement	\$427
TOTAL					TOTAL		\$11,370

Explanation:

Amount needed to cover expenditures required for position of Office Assistant III.

Prepared by: Nick Kooliker Date: 16-Feb-2010



 Benton County Treasurer

Date: 2/17/10

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AN AMENDMENT TO THE "ARMORED CAR SERVICES AGREEMENT CONTRACT # 230-186769" (RES 08-1008) FOR ADDITIONAL ARMORED CAR SERVICES PROVIDED TO THE BENTON COUNTY TREASURER AND OTHER DEPARTMENTS.

WHEREAS, Garda Corporation is a nationally recognized corporation with experience in armored car services and has successfully provided services to Benton County; and,

WHEREAS, The County Treasurer finds it essential that additional armored car services be provided to Prosser; and,

WHEREAS, The County Treasurer already has an agreement in place to provide armored car services, and needs to have amendment authorized in order to add service; and,

BE IT RESOLVED, the Chairman of the Board of County Commissioners is hereby authorized to sign the attached Amendment to the "Armored Car Service Agreement" approved by resolution 08-1008.

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. A. Davidson, Benton County Treasurer

CC: County Auditor's Office/ Accounting/ Patrick Powell



AMENDMENT

FOR OFFICE USE ONLY	
Customer Account: Benton County Treasurer	Contract: 230-186769

Garda CL Northwest, Inc. ("CARRIER") and Benton County Treasurer ("CUSTOMER") agree that effective February 1, 2010, this Amendment amends and is incorporated into the armored car service agreement between the parties (the "Agreement") dated as of November 4, 2008 (the "Contract Date") by adding or amending the following customer rates, schedules, lists, liabilities, days, term and/or terms.

(I) Service Location(s) and Service Detail(s)

Status	**Effective Date	**Service Location	**Address	City	State	**Product	Previous Monthly Price	**Monthly Price	Item Allowance	Liability Limit
Add	2/1/2010	Benton Co Treas #2	620 Market St 2nd Floor	Prosser	WA	Armored Transportation		\$344.00	10	\$1,000,000.00

(** Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

**Product			
Armored Transportation			
Description	Price (\$)	Unit of Measure	
Input: Maximum Shipment Liability (\$)	1000000	Dollar	
EXCESS LIABILITY (\$000's)	0.1	per \$'000's	

(** Flagged for GARDA CL internal purposes only.)

(II) Days of Service

**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Benton Co Treas #2	Prosser	WA	N	Y	Y	Y	Y	Y	N

(** Flagged for GARDA CL internal purposes only.)

IN WITNESS WHEREOF, the parties hereto, intending to be bound, have caused this Amendment to be executed by their duly authorized representatives.

Carrier
Garda CL Northwest, Inc.
By: *David Rugani*
(Signature)

David Rugani
(Printed Name)

Title: Contracts Administration

Customer
Benton County Treasurer
By: _____
(Signature)

(Printed Name)

Title: _____

By: *Duane A. Davidson*
(Signature)
DUANE A. DAVIDSON
(Printed Name)

Title: TREASURER

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

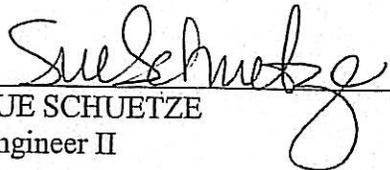
9:05
Area Code 509
Prosser 786-6111
City 786-3084
Ext. 5664
Fax 786-5627

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Board of Benton County Commissioners on Monday, February 22, 2010 at 9:05 a.m., Local Time, to consider the application to continue a franchise, by Williams – Northwest Pipeline GP, to locate, construct, maintain, operate use, repair, or replace if necessary a natural gas transportation system in unincorporated Benton County.

Testimony for or against the request for the franchise will be taken at the hearing, to be held in the Commissioners' Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

DATED this 12th day of January 2010.



SUE SCHUETZE
Engineer II

"BENTON COUNTY PUBLIC WORKS DEPARTMENT IS A DRUG FREE WORKPLACE AND AN EQUAL OPPORTUNITY EMPLOYER"

G:\PUBLIC WORKS FILE SYSTEM\Non-Road Projects\Franchises\Williams Northwest Pipeline\2009\notice of public hearing Williams NW Pipeline lss.doc

Steven W. Becken
Asst. Director/Asst. County Engineer
Malcolm Bowie
County Engineer

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

Benton County

Department of Public Works

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

February 17, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Williams – Northwest Pipeline GP

Commissioners:

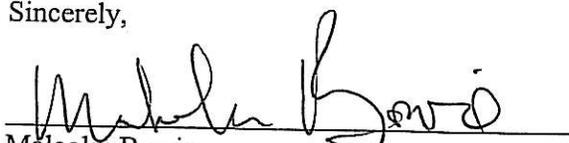
Williams – Northwest Pipeline GP has filed a petition for a nonexclusive franchise for natural gas transportation system within all of unincorporated Benton County road right of way.

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

1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
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

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

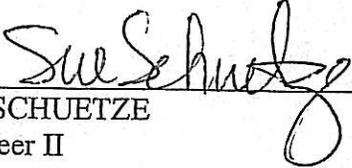
9:10
Area Code 509
Prosser 786-5611
Toll Free 866-3084
Ext. 5664
Fax 786-5627

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Board of Benton County Commissioners on Monday, February 22, 2010 at 9:10 a.m., Local Time, to consider the application to continue a franchise by the City of West Richland, to locate, construct, maintain, operate use, repair, or replace if necessary a water and sewer system in unincorporated Benton County.

Testimony for or against the request for the franchise will be taken at the hearing, to be held in the Commissioners' Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

DATED this 12th day of January 2010.



SUE SCHUETZE
Engineer II

"BENTON COUNTY PUBLIC WORKS DEPARTMENT IS A DRUG FREE WORKPLACE AND AN EQUAL OPPORTUNITY EMPLOYER"

G:\PUBLIC WORKS FILE SYSTEM\Non-Road Projects\Franchises\West Richland\2009\NOTICE OF PUBLIC HEARING W Richland Iss.doc

Steven W. Becken
Asst. Director/Asst. County Engineer
Malcolm Bowie
County Engineer

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

Benton County

Department of Public Works

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

February 17, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: The City of West Richland

Commissioners:

The City of West Richland has filed a petition for a nonexclusive franchise for water and sewer system within all of unincorporated Benton County road right of way.

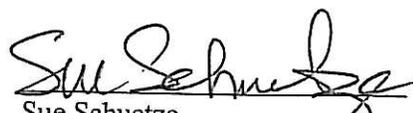
This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise continue for a ten (10) year period with the cost being \$500.
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 am

County Seat Petition Presentation

Brenda Chilton - Auditor

Benton County

Department of Public Works

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

To: Board of County Commissioners

From: Steven W. Becken, Public Works Manager

RE: Ben Franklin Relocation Request

Date: February 17, 2010

In an effort to reduce some overhead expenses, Ben Franklin Transit is proposing to close its Prosser Office and has asked Public Works to rent them space at our maintenance facility on Hinzerling Road. The letter making this request is attached.

We do have one small room at the shop that is not currently being used. The room measures 12 foot by 15 foot. Katherine Ostrom, Dial-A-Ride/Prosser Manager, thought the room would fit their needs for staff.

At our Senior Staff meeting, we discussed each of the 7 requested items and believe we can come with a solution that will work for them. Each item is discussed below:

1. Affordable Office Space: I spoke with two landlords in town and was informed by one that space the size of our room, would rent for \$500 to \$650. A second landlord stated that renting office space at the yard would be considered an undesirable location due to the distance from town and he estimated a rental rate of \$135 to \$180. Both of the rates would include utilities but not space for parking of buses.
2. Telephone, fax and possible Internet service: They are proposing providing these services so there would be no cost to the County.
3. Use of the breakroom with space for a refrigerator and microwave: The use of the breakroom is not a problem. Because of the number of people who use that room, I recommended to her that they consider using an apartment or dorm size refrigerator and small microwave and keep it in the room they would be renting. She thought that would work for them.
4. Restrooms: No problem with them using the restrooms.
5. Ability for staff to enter and depart both the building and fenced area between 5:15 a.m and 7:00 p.m. Monday – Friday: Don McClure did not see a problem with this. We would need to provide them with keys to the gates and main part of the building. The shop itself would be locked during our off hours. Security codes would be issued to those needing to enter or leave the yards during the early or late hours.

6. Parking spaces for up to twelve 25 foot vehicles with supporting power outlets: Don McClure and Dick Ciccone, BFT, toured the site and located an area that would accommodate the vehicles. Transit would be responsible for bringing power to that location and would have a meter for those outlets so they would be directly billed for the power usage.
7. Adjoining space for parking stall that could be covered for interior cleaning with room for cleaning supplies: We do not have anything like this. Katherine asked if they could place a structure on site and was informed that we would need to see what they wanted to do before giving an answer.

We believe that everything they have asked for is workable with the possible exception of Number 7. We would need to establish a rental rate agreeable to both agencies.

Concessions we would require are:

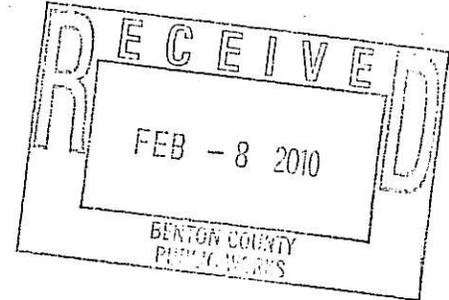
1. Transit understands that the maintenance facility is not to be used as a bus stop for pickup, delivery or transfer of passengers.
2. The public would not be permitted onsite to obtain bus passes.



1000 Columbia Park Trail Richland, WA 99352.4851
509.735.4131 509.735.1800 fax www.bft.org

February 1, 2010

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



RE: 14303 N Hinzerling Rd, Prosser

Dear Steve,

This letter is to follow up from our conversation at the last Ben Franklin Transit (BFT) board meeting regarding the possible relocation of the BFT Prosser office to the Benton County Maintenance facility at 14303 N Hinzerling Rd., Prosser, WA 99350.

Since our conversation, Dick Ciccone and I have met with Don McClure of the Benton County Public Works Road Department. He was very gracious and took the time to give us a tour of the facility. During our tour, we discussed possible office and vehicle locations within the facility that could accommodate our staff and fleet.

Our preliminary list of BFT's needs to operate out of the counties maintenance facility is:

1. Affordable office space.
2. Telephone, fax and possibly internet service, provided by us.
3. Use of the break room with space for our refrigerator and microwave.
4. Restrooms
5. Ability for staff to enter and depart both the building and fenced area between 5:15am to 7:00pm Monday – Friday.
6. Parking spaces for up to twelve (12) 25-foot vehicles with supporting power outlets.
7. Adjoining space for a parking stall that could be covered for interior vehicle cleaning with room for cleaning supplies.

Mr. Ciccone has requested an estimate from an Electrical Contractor to provide power and a separate electrical meter to the area proposed by Mr. McClure, which is out of the general traffic and parking areas.

Our feeling is that we can establish a considerable cost and time savings by reducing the size our present Prosser office and integrating it with our county contract maintenance base. Our goal is to complete this transition no later than June 2010.

Thank you for the opportunity to discuss a possible expansion of our current partnership with Benton County, I look forward to many years of working together to provide public transit in Prosser. If you have questions or additions to my list or this letter, please call me at 734-5543.

Sincerely,



Katherine Ostrom, Manager
Dial-A-Ride/Prosser

Cc: Tim Fredrickson, General Manager
Dick Ciccone, Facility Manager
Leo Bowman, Benton County Commissioner
file