February 28, 2011

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
February 14, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; Animal Control Manager Larry Taylor; Deputy Treasurer Erhiza Rivera; DPA Ryan Brown; Central Services Manager Randy Reid; Pat Powell, Auditor's Office; Treasurer Duane Davidson.

Workshop Agenda

Commissioner Small said that Ed Thornbrugh went to Olympia regarding the GCBH bill (regarding paying back counties that kick out large amounts to counties that are not covered under the RSN), there was good support from other counties, and the bill may be pushed to the next level.

Commissioner Beaver said he toured the Animal Control facility and was impressed with the workmanship. Additionally, he discussed the Park Board and said he was working with them on their program and also mentioned the success of the shooting facility and its 2700+ members.

The Board also discussed the architectural report regarding the Canal Building remodel.

Chairman Bowman provided information on bills that were going to executive session (including public records requests, open public meetings, and naming the official state rock). Additionally, he discussed frivolous public records requests and the possibility of having a "clearinghouse" to look at the validity of such requests.

Chairman Bowman said he would not be present for the Health District meeting and Commissioner Beaver said he would try to get him the information regarding the final applicants so he could comment on them prior to the meeting.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of February 7, 2011 were approved.

Consent Agenda

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

Auditor

a. Letter to Washington State Auditor's Office re 2009 Accountability Audit

Central Services

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

Commissioners

c. Line Item Transfer, Fund No. 0305-101, Dept. 000
d. Opt Out of the City of Richland's Local Revitalization Financing Plan
e. Letter to Senator Jerome Delvin re Hanford Area Economic Investment Fund Committee
f. Appreciation Letter to Home Builders Association of Tri-Cities

Cooperative Extension

g. Proclamation – Have a Heart for Kids Day

Planning

h. Short Plat Vacation – SPV 10-09
i. Short Plat Vacation – SPV 10-10

Public Works

j. Rural Arterial Program Project Agreement w/St of WA County Road Administration Board
k. Traffic Control on Portions of Cottonwood Springs and Cottonwood Creek Subdivisions
l. Establishing Speed Limit on Grandview Lane
m. Establishing Speed Limit on Summit View Drive
n. Cost Sharing Agreement w/Cottonwood Commercial Plaza, LLC for Wiser Parkway

Sheriff

o. Ammunition Purchase from Dooley Enterprises off State Contract
p. Personal Service Contract w/Dynamic Laundry Systems, Inc.

Superior Court

q. Establishing 2011 Percentage Rates and Salaries for Benton Franklin Superior Court

Benton Irrigation District Interviews

The Board discussed conducting the interviews for the Benton Irrigation District and agreed on Monday, February 28, 2011 at 1:15 p.m. at the Courthouse.

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

Veterans Assistance Waiver

Pat Powell presented a waiver of income limit threshold for Alfred Lentz.

MOTION: Commissioner Small moved to approve the waiver of income limit threshold for veterans' assistance for Alfred Lentz. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Continued Public Hearing – Animal Control Ordinance

Adam Fyall presented the ordinance for animal control and said there were not any changes since the last public hearing and no comments were received.

Chairman Bowman asked Mr. Taylor if they were ready to enforce the ordinance and Mr. Taylor said they were.

Chairman Bowman said the public hearing was previously closed for public input, but would reopen it if anyone present wanted to comment. As there was no one present, public testimony was closed.

MOTION: Commissioner Beaver moved to approve the Adoption of the Ordinance Relating to Animal Control and Adding a New Chapter to Title 2 of the Benton County Code. Commissioner Small seconded and upon vote, the motion carried unanimously.

Cancellation of Meeting

MOTION: Commissioner Small moved to cancel the meeting of February 22, 2011. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:15 a.m.

Property Proposal

Lisa Small presented a proposal from Ron Martin to purchase surplus parcel 1-0697-100-0012-000 in the amount of $800.00. Ms. Small said the property had been shown to be non-buildable and useless to Benton County. Ms. Small recommended the Board accept the offer and require Mr. Martin to complete a boundary line adjustment to convert the two parcels into one, pay all fees, and have a surveyor re-write the legal description.

MOTION: Commissioner Beaver moved to approve to surplus the property, as required, and accept the proposal in the amount of $800.00. Commissioner Small seconded and upon vote, the motion carried unanimously.

Unscheduled Visitors

Bills on Tort Reform

DPA Ryan Brown said if there were any bills on tort reform, he urged the Board to contact their legislators. He said of specific interest to the County was the law on "joint and several liability" (it forced the County to settle cases that would normally go to trial even if was only 1% liable).

Also, the seat belt issue (the law did not allow the County to raise the lack of seat belt as a defense), i.e. if the individual ran a stop sign because it was down, the county would be liable, even if the seat belt might have saved them from injury or death.

The Board briefly recessed, reconvening at 9:25 a.m.

Vouchers

Check Date: 02/04/2011
Taxes #: 10111021-10111023
Warrant #: 27904-27927
Total all funds: $1,811,861.48

Check Date: 02/04/2011
Warrant #: 231849-231962
Direct Deposit #: 61052-61635
Total all funds: $2,049,305.40

Check Date: 02/11/2011
Warrant #: 2812628476
Taxes #: 01160211
Total all funds: $532,730.04

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

Resolutions

11-114:	Line Item Transfer, Fund No. 0502-101, Dept. 000
11-115:	Line Item Transfer, Fund No. 0305-101, Dept. 000
11-116:	Opt Out of the City of Richland's Local Revitalization Financing Plan
11-117:	Proclamation – Have a Heart for Kids Day
11-118:	Short Plat Vacation – SPV 10-09
11-119:	Short Plat Vacation – SPV 10-10
11-120:	Rural Arterial Program Project Agreement w/St of WA County Road Administration Board
11-121:	Traffic Control on Portions of Cottonwood Springs and Cottonwood Creek Subdivisions
11-122:	Establishing Speed Limit on Grandview Lane
11-123:	Establishing Speed Limit on Summit View Drive
11-124:	Cost Sharing Agreement w/Cottonwood Commercial Plaza, LLC for Wiser Parkway
11-125:	Ammunition Purchase from Dooley Enterprises off State Contract
11-126:	Personal Service Contract w/Dynamic Laundry Systems, Inc.
11-127:	Establishing 2011 Percentage Rates and Salaries for Benton Franklin Superior Court
11-128:	Adopting Ordinance Relating to Animal Control

There being no further business before the Board, the meeting adjourned at approximately 9:25 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
February 16, 2011, 9:00 a.m.
Commissioners' Conference Room
Benton County Justice Center
Kennewick, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Keith Mercer; Planning Manager Mike Shuttleworth; Valerie Smith and Susan Walker, Planning; DPA Ryan Brown.

Planning Department – 2011 Zoning Update Program

Susan Walker said that state law required zoning ordinances to be consistent with the Comprehensive Plan, the Planning Department was in the process of that update, and the proposed zoning ordinances had been judged for consistency with the Comprehensive Plan.

Additionally, she said the zoning ordinances implemented density through minimum lot size and dealt with what was allowed in each zone.

The Board discussed the Growth Management Act. Ms. Walker said the whole philosophy on GMA was to build up areas, and not expand out on the land. She said there was a concern about disappearing prime farmland; when urban encroached on rural, it diminished the agriculture land. She said that GMA rules were designed to buffer individuals from the incompatibilities of the rural and urban lands. There was also a discussion regarding the problems created when cities annexed areas into the city limits before the GMA rules were in effect.

The Planning Department then reviewed the following items with the Board:

- 2011 Zoning Update Public Participation Program – website available for public comment; open house events
- Rural lands zoning ordinance mechanics & format
- Schedule – adopt all new zoning district ordinances at the same time and repeal old ones (by August 1)

Mr. Shuttleworth said the proposed update had been out to the public for input and they would give the Commissioners all the public input to have the best document possible before it went to the Board. As part of the planning process, it would first go to the Planning Commission, then to the Board for final adoption.

Ryan Brown commented that when the Board was reviewing these ordinances, it should keep in mind the vast majority of litigation the County dealt with were decisions regarding special use permits. He said the broader the list of what was allowed outright, the more it would diminish the list of special uses that could be denied.

The Board briefly recessed, reconvening at 10:00 a.m.

The Board then discussed the following proposed zoning ordinances, their allowed uses, and special use permits:

- Child Daycare Facilities
- Community Center Residential District (CCR)
- Rural Lands One Acre District (RL-1)
- Rural Lands Five Acre District (RL-5)
- Rural Lands Twenty Acre District (RL-20)

Ms. Walker advised the Board of a proposed land use change Area in Plymouth from Light Industrial to Residential. Additionally, Mr. Brown discussed an exception to the GMA in areas where you could draw a circle around a group of one-acre lots, a five-acre lot in the middle could be divided into one-acre lots.

Chairman Bowman asked about the progress of the Red Mountain zoning issue. Ms. Walker said the master plan was developed but they had not been able to secure funding for their EIS. She said the EIS and West Richland UGA issues were holding up the process. Ms. Walker stated that Red Mountain would be considered a sub area of the Comp. Plan, which should be done by June and they could propose an individual EIS for each project to do in-house or try and secure funding for a large EIS for the whole area. She said it was her understanding that Adam Fyall was trying to look at some possible grant funding for that EIS. Mr. Shuttleworth said it would depend on whether the County did an in-house review or full-blown EIS but there was not funding in the county budget to perform a full EIS. He said they were connecting the Red Mountain area to the Comp. Plan so the link would be there when they were ready.

The Board agreed if there was a piece the County needed to do, it should proceed to do that and not hold up the process.

With nothing more to discuss, the meeting adjourned at 11:00 a.m.

_____ _____

Chairman Clerk of the Board

AGENDA ITEM	TYPE OF ACTION NEEDED		COMMISSIONERS	
Meeting Date: February 28, 2011	Execute Contract		Consent Agenda	X
Subject: Substantial Completion	Pass Resolution	X	Public Hearing	
Prepared by: L. Small	Pass Ordinance		1st Discussion	
Reviewed by: L. Smith Kelty	Pass Motion		2nd Discussion	
	Other		Other	

BACKGROUND INFORMATION

Benton County entered into a construction contract dated June 7, 2010 with G2 Commercial Construction, Inc. for the construction of the Benton County Animal Control Facility.

As per Resolution 10-792, the Board of Commissioners approved Change Order No. 1 requiring a limited area (Area "A"), which included the lobby, office and restrooms to be substantially complete by December 31, 2010 in order to get a temporary certificate of occupancy…

… and this Change Order also extended the contract out another 55 days with a substantially complete date of January 21, 2010 for the remaining facility (Area "B").

SUMMARY

Attached is a Notice of Certificate of Substantial Completion for both Area "A" and Area "B" for the above-mentioned project for the Chairman of the Board to sign.

RECOMMENDATION

Recommendation is for the Chairman to sign both of the Certificate of Substantial Completion for both Area "A" and "B" so that the County can move forward with final steps to close this project out.

FISCAL IMPACT

N/A

MOTION

The Board of Benton County Commissioners move to approve the attached Certificates of Substantial Completion for Area "A" and Area "B" for the Benton County Animal Control Facility and authorizes the Chairman of the Board to sign said certificates.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE NOTICE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE BENTON COUNTY ANIMAL CONTROL FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 10-303 dated June 7, 2010, Benton County entered into a contract with G2 Commercial Construction, Richland, WA - Contractors License No. G2COMCC902JB for the construction of the new Benton County Animal Control Facility located in Kennewick, WA; and

WHEREAS, per Resolution 10-792 dated December 13, 2010, the Board of Benton County Commissioners approved Change Order No. One (1) requiring Area "A" (Lobby 101; Office 102; Toilet 103; and Toilet 104) to be substantially complete by December 31, 2010 in order to get temporary certificate of occupancy; and

WHEREAS, the Board also approved through Change Order No. One (1) increasing the contract term an additional 55 days with a substantial completion date of January 21, 2010 for the remainder of the facility listed as Area "B"; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the Benton County Animal Control Facility project substantially complete; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the attached Certificates of Substantial Completion for both Area "A" and Area "B".

Dated this _____ day of _____, 2011

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Orig: File - Lisa Small
cc: Auditor; R. Ozuna; G2 Commercial Construction, Inc.

Small

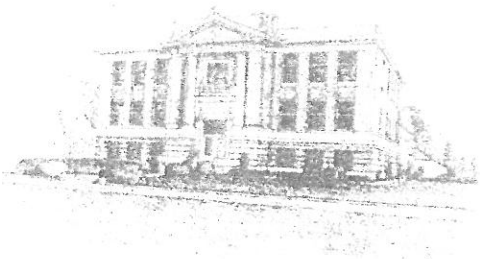
Leo Bowman
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

b



February 28, 2011

Safe Harbor Crisis Nursery
1111 N. Grant Place
Kennewick, WA 99336

RE: Sublease by EPIC to Safe Harbor Crisis Nursery of Building @ 1112 N Grant Pl Kennewick, WA 99336-2150

Dear Ms. Delucchi:

As you know, EPIC owns the above referenced property. It was deeded to EPIC by the County subject to a use restriction pursuant to a deed dated July 31, 2000. That deed and a related agreement with EPIC require the property to "be used to provide residential services for youth in crises." To ensure that such use restriction is complied with, the County retained a reversionary interest in the property that entitles the County to obtain title to the land and the building if such use restriction is not met. Under the deed and the agreement, EPIC has the authority to essentially buy-out the County's reversionary interest in return for the assessed value of the property and building as shown on the County Assessor's records.

As you also probably know, EPIC lost funding and has not provided such services on that property since last spring. On April 19, 2010, the Board of County Commissioners notified EPIC via certified mail that the County was exercising its right of reverter and that the County would proceed to obtain title if EPIC did not cure its non-compliance with the use restriction within 90 days.

EPIC responded and indicated it was negotiating with a potential buyer of the property that would use the property for the required purposes. Consequently, the County did not immediately file legal action at the end of that 90 day period. In December, EPIC notified the County that such negotiations had ended. Subsequently, on January 3, 2011, the Board of Commissioners sent EPIC another letter stating that it would commence legal action if EPIC did not either make the required payment to the County or commence to use the property to provide residential services for youth in crisis.

P.O. Box 190, Prosser, WA 99350-0190; Phone (509) 786-5600 or (509) 736-3080, Fax (509) 786-5625
commissioners@co.benton.wa.us

EPIC responded informing the County that it was attempting to lease or sell the property to your organization, and you wrote Commissioner Beaver a letter dated January 19, 2011. You stated that your organization was in negotiations with EPIC regarding the property. Your letter was not very specific about your precise intended use of the property or when that use would commence if a lease was executed. Of concern, your letter did indicate that EPIC had previously allowed your organization to use the property for a use that clearly was not permitted under the EPIC's deed restriction.

EPIC's attorney was notified in writing by legal counsel for the County, in a letter dated January 25, 2011, that the County was concerned about the uncertainty regarding both the timing and the nature of Safe Harbor's proposed use of the property and that in the County's view, this matter would be best dealt with by EPIC tendering the required payment to the County to remove the County's interest in the property. Despite the County's concerns and request, EPIC notified the County by two letters dated January 31, 2011, that EPIC had executed a sublease for the property with your organization. Mr. Doehle's January 31st letter implied that EPIC would be commencing operations that presumably would meet the deed restriction by mid-February (after EPIC completed some repairs).

However, Mr. Doehle's statement does not appear consistent with the January 31st letter from EPIC's legal counsel, your letter of January 19th and, perhaps most importantly, the terms of the sublease between Safe Harbor and EPIC. In fact, the sublease does not even obligate Safe Harbor to use the property for residential services. The sublease states that the property can be used for "administration, counseling, and housing children from difficult backgrounds." This indicates that Safe Harbor may intend to use the property for purposes not consistent with the deed restriction. This suspicion is strengthened by the terms of the lease that indicate that Safe Harbor is not intending to use heating or air conditioning in the building between 7:00 p.m. and 7:00 a.m.

On February 7, 2011, Chairman Leo Bowman outlined these concerns during his meeting with Safe Harbor board member Scott Abernethy. Mr. Abernethy was unable to explain these inconsistencies or clearly articulate Safe Harbor's immediate intended use of the property.

At this point, the County needs some answers. Precisely, when does Safe Harbor intend to occupy the building and precisely what operations will be conducted in that building at that point in time? It is the County's expectation that you will promptly commence to use the property to provide residential services for youth in crisis and not

for administration, counseling (unless part of the residential services) or other uses that do not meet the deed restriction as you admittedly have done in the past.

If the County does not promptly get a response to this letter and Safe Harbor does not promptly commence to use the property for residential services for youths in crisis, the County will request the Prosecutor's Office to commence proceedings to obtain title to the property. Thank you for your attention to this matter.

Respectfully,

BOARD OF COUNTY COMMISSIONERS

Leo Bowman, Chairman

cc: Board of Commissioners
David Sparks, County Administrator
Loretta Smith Kelty, Deputy County Administrator
Ryan Brown, Chief Deputy Prosecuting Attorney
Rick Doehle, CEO of EPIC

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2-28-11	Execute Contract	____	Consent Agenda	X
Subject:	Line Item Transfer	Pass Resolution	X	Public Hearing	____
Prepared by:	K. Mercer	Pass Ordinance	____	1st Discussion	____
Reviewed by:	Loretta	Pass Motion	____	2nd Discussion	____
		Other	____	Other	____

BACKGROUND INFORMATION

The Animal Control Project was approved by Resolution 10-303 and budgeted for in 2010. The project was originally scheduled to be completed by January 1, 2011 and therefore no money was budgeted in 2011-2012. Unfortunately the project wasn't completed until February 14, 2011. A Line Item Transfer is needed to appropriate money to line item 0305101.000.00000.594.210.6203 – Animal Control Building in order to pay for the remaining invoices related to this project.

SUMMARY

RECOMMENDATION

Approve Line Item Transfer

FISCAL IMPACT

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CAPITAL PROJECTS FUND NUMBER 0305-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Capital Projects

Dept Nbr: 000

Fund Name: Capital Projects

Fund Nbr: 0305-101

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
594.110	6412	Capital Outlay - Buildings	$300,000	594.210	6203	Animal Control Building	$300,000
TOTAL			$300,000	TOTAL			$300,000

Explanation:

Transferring money in order to pay for animal control project invoices, which were authorized by Resolution 10-303. This project was budgeted in 2010, however the project continued into 2011 and therefore money needs to be transferred in order to pay the remaining invoices.

Prepared by: Keith Mercer

Date: 16-Feb-2011

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

d

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO._____

FRANKLIN COUNTY RESOLUTION NO._____

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

IN THE MATTER OF SETTING THE CONTRIBUTION FOR EMPLOYEE BENEFITS FOR THE YEAR 2011 FOR NON-BARGAINING EMPLOYEES IN HUMAN SERVICES, JUVENILE JUSTICE, AND SUPERIOR COURT ENGAGED IN JOINT COUNTY OPERATIONS

WHEREAS, the Board of Benton County Commissioners and the Board of Franklin County Commissioners have determined that the non-bargaining contribution to employee benefits will be adjusted for calendar year 2011 for non-bargaining employees in Human Services, Juvenile Justice, and Superior Court; and

BE IT RESOLVED the Board of Benton County Commissioners and the Board of Franklin County Commissioners have determined that the counties' monthly contribution for regular non-bargaining employees in Human Services, Juvenile Justice, and Superior Court eligible for benefits will increase from $721.00 per month to $756.00 per month effective March 1, 2011; and

BE IT FURTHER RESOLVED that it is mandatory that benefited eligible employees be enrolled in Benton County's Medical, Dental, Vision, and Life ($24,000) plans to receive the monthly county contribution; and

BE IT FURTHER RESOLVED that any unused portion of the counties' contribution available above the mandated Benton County Medical, Dental, Vision, and Life plan premiums may be applied, at the employee's option, to purchase supplemental group insurance, dependent coverage or deposited into the employee's VEBA account; and

BE IT FURTHER RESOLVED that provisions in any prior resolution on this subject are superseded by similar provisions in this resolution and this resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners and the Board of Franklin County Commissioners without notification; and

BE IT FURTHER RESOLVED that this resolution is not intended nor shall it be interpreted as limiting or compromising the Counties' "at will" employer status.

Original: Benton County; Franklin County
cc: Personnel; Payroll; Human Services; Sup. Court; Juvenile

Dated this ____ day of _____, 2011.

Board of Benton County Commissioners

_____
Chairman

_____
Chairman Pro Tem

_____
Member

Attested to by:

_____
Clerk to the Board

Dated this ____ day of _____, 2011.

Board of Franklin County Commissioners

_____
Chairman

_____
Chairman Pro Tem

_____
Member

Attested to by:

_____
Clerk to the Board

Original: Benton County; Franklin County
cc: Personnel; Payroll; Human Services; Sup. Court; Juvenile

AGENDA ITEM		TYPE OF ACTION NEEDED		FACILITIES	
Meeting Date:	2/28/2011	Execute Contract	X	Consent Agenda	X
Subject:	Blanket Contract	Pass Resolution	X	Public Hearing	
Prepared by:	L. Small	Pass Ordinance		1st Discussion	
Reviewed by:	L. Smith Kelty	Pass Motion		2nd Discussion	
		Other		Other	

e

BACKGROUND INFORMATION

Benton County Facilities have solicited services from Sierra Electric, Inc for numerous years. Sierra has always provided Benton County with professional services and on a timely manner.

For the past couple years, Benton County has entered into a Blanket Contract for "as needed" services with Sierra Electric, Inc. so that we have a contract in place when such electrical needs arise.

RECOMMENDATION

The recommendation is to enter into a blanket contract Sierra Electric, Inc. for "as needed" electrical services for all Benton County locations to include the Fairgrounds and Animal Control Facility. For a contract term commencing January 1, 2011 and terminating December 31, 2011.

FISCAL IMPACT

There would be a fiscal savings by entering into an annual blanket contract, as it would cost time and money to prepare a contract for each and every service needed.

MOTION

Move to award an annual blanket contract between Benton County and Sierra Electric, Inc. for "as needed" electrical services for a contract amount not to exceed $25,000 including WSST, and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" ELECTRICAL SERVICES WITH SIERRA ELECTRIC, INC. AT 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, the Facilities Manager recommends a blanket service agreement with Sierra Electric, Inc., Pasco, WA – Contractors License No. SIERREI021CZ to be put in place for "as needed" services for electrical services, along with other miscellaneous services they are qualified to perform for all locations of Benton County, to include the Benton County Fairgrounds and Animal Control Facility, for small projects costing less than $25,000; and

WHEREAS, this blanket contract would allow the Facilities Manager, Fairgrounds, Parks Department, and Animal Control Facility personnel 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 Sierra Electric, Inc. price rates attached hereto for an accumulative contract amount not to exceed $25,000 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 Sierra Electric, Inc. the blanket service agreement for "as needed" services at 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, 2011.

Dated this _____ day of _____, 2011

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Lisa Small
cc: Facilities; Fairgrounds; Parks; Auditor; R. Ozuna; Sierra Electric, Inc.

Small

PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SIERRA ELECTRIC, INC.**, a Washington corporation with its principal offices at 4120 Swallow Ave. Pasco, WA, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Contractor's Proposal - 2011 Wage Rates
b. Exhibit B - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2011. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide "as needed" electrical repair services for all Benton County locations, to include the Benton county Fairgrounds and the Benton County Animal Control Facility, in accordance with the CONTRACTORS 2011 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. 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. Individual jobs or

AGENDA ITEM		TYPE OF ACTION NEEDED		FACILITIES	
Meeting Date:	2/28/2011	Execute Contract	X	Consent Agenda	X
Subject:	Blanket Contract	Pass Resolution	X	Public Hearing	
Prepared by:	L. Small	Pass Ordinance		1st Discussion	
Reviewed by:	L. Smith Kelty	Pass Motion		2nd Discussion	
		Other		Other	

f

BACKGROUND INFORMATION

Benton County Parks Department solicited services from R. W. Cox Drilling to pull a piece of equipment (screen) out of the river this past fall and there was not enough time to go through the steps of preparing a contract before the weather turned cold and could possible freeze up the equipment.

In the past we have utilized Doyle Electric to help us with this service and Doyle Electric closed their doors this past fall due to budget constraints. The individual who worked for Doyle Electric and usually performs this service for the County went out on his own and started his own business... hence R.W. Cox Drilling, LLC Pump Division.

RECOMMENDATION

The recommendation is to enter into a blanket contract with R.W. Cox Drilling Pump Division for "as needed" plumbing and pipefitting, electrical & welding services and other services they are qualified to perform for all Benton County locations to include the Fairgrounds and Animal Control Facility. For a contract term commencing December 1, 2010 (retro for services already performed) and terminating November 30, 2011.

FISCAL IMPACT

There would be a fiscal savings by entering into an annual blanket contract, as it would cost time and money to prepare a contract for each and every service needed.

MOTION

Move to award an annual blanket contract between Benton County and R.W. Cox Drilling, LLC Pump Division for "as needed" plumbing and pipefitting, electrical & welding services for a contract amount not to exceed $10,000 including WSST, and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT WITH R.W. COX DRILLING, LLP PUMP DIVISION FOR "AS NEEDED" PLUMBING & PIPEFITTING, ELECTRICAL & WELDING SERVICES 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, the Facilities Manager recommends a blanket service agreement with R.W. Cox Drilling, LLC Pump Division, Pasco, WA – Contractors License No. RWCOXWC905DU to be put in place for "as needed" services for plumbing & pipefitting, electrical, and welding along with other miscellaneous services they are qualified to perform for all locations of Benton County, to include the Benton County Fairgrounds and Animal Control Facility, for small projects costing less than $10,000; and

WHEREAS, this blanket contract would allow the Facilities Manager, Fairgrounds, Parks Department, and Animal Control Facility 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 R.W. Cox Drilling, LLC Pump Division price rates attached hereto for an accumulative contract amount not to exceed $10,000 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 R.W. Cox Drilling, LLC Pump Division the blanket service agreement for "as needed" services at all Benton County locations for a contract amount not to exceed $10,000 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 commences December 1, 2010 and terminates November 30, 2011.

Dated this _____ day of _____, 2011

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

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

Original: File – Lisa Small
cc: Facilities; Fairgrounds; Parks; Auditor; R. Ozuna; R.W. Cox Drilling

Small

PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **R.W. COX DRILLING, LLC PUMP DIVISION** a Washington corporation with its principal offices at 3416 N Swallow Ave, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Contractor's Wage Rates
b. Exhibit B - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin December 1, 2010 and shall expire on November 30, 2011, unless earlier terminated pursuant to Section 16 herein. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide "as needed" general maintenance repair services under the following categories for all Benton County locations, including all Benton County Parks, Benton County Fairgrounds and Animal Control Facility:

Plumbing and pipefitting
Electrical
Welding

In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FAIRGROUNDS OPERATING BUDGET FUND NUMBER 0124101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Fairgrounds Operating Budget Dept Nbr: 000

Fund Name: Fairgrounds Operating Budget Fund Nbr: 0124101

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
575.400	1555	Groundskeeper	$74,000	575.400	1556	Senior Fair Maintenance Worker	$74,000
TOTAL			$74,000	TOTAL			$74,000

Explanation:

Transfer to fund a senior lead worker.

Prepared by: Loretta Smith Kelty Date: 28-Feb-2011

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2-28-11	Execute Contract	x	Consent Agenda	x
Subject:	2nd Lease Amend	Pass Resolution		Public Hearing	
Prepared by:	K. Mercer	Pass Ordinance		1st Discussion	
Reviewed by:	Loretta	Pass Motion		2nd Discussion	
		Other		Other	

h

BACKGROUND INFORMATION

Benton County and CPM Development Corporation entered into a Lease Agreement for the purposes of allowing CPM Development Corporation to (a) enter upon and remove sand and gravel from the Premises, and (b) operate a rock, sand, and gravel crushing, sorting, and washing operation per Resolution 08-545. The parties amended such Lease Agreement by way of a Lease Amendment dated June 21, 2010 (Resolution 10-363), thereby permitting water truck training and loader training to authorized employees and agents of Washington Idaho Teamsters Construction Welfare Trust ("Teamsters") on the Premises without increased burden or risk to Benton County for the months of June and July 2010. CPM wishes to provide water truck training and loader training in 2011.

SUMMARY

The Second Lease Amendment will allow CPM to provide water truck training and loader training to authorized employees and agents of Washington Idaho Teamsters Construction Welfare Trust ("Teamsters") on the Premises during the months of March 2011, April 2011, May 2011, and June 2011 without any increased burden or risk to Benton County.

RECOMMENDATION

Approve the Second Lease Amendment

FISCAL IMPACT

Zero

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE SECOND LEASE AMENDMENT BETWEEN BENTON COUNTY AND CPM DEVELOPMENT CORPORATION, D/B/A CENTRAL PRE-MIX CONCRETE CO. AND AMENDING THE LEASE AGREEMENT APPROVED BY RESOLUTION 08-545 AND RESOLUTION 10-363

WHEREAS, per Resolution 08-545 Benton County and CPM Development Corporation entered into a Lease Agreement for the purposes of allowing CPM Development Corporation to (a) enter upon and remove sand and gravel from the Premises, and (b) operate a rock, sand, and gravel crushing, sorting, and washing operation; and

WHEREAS, per Resolution 10-363 the parties amended such Lease Agreement by way of a Lease Amendment dated June 21, 2010, thereby permitting water truck training and loader training on the Premises without increased burden or risk to LESSOR under the terms set forth therein; and

WHEREAS, the parties wish to further amend the Lease Agreement terms and conditions so that, in addition to the other rights and duties conferred within the Lease Agreement and the Lease Amendment, LESSEE is permitted to engage in water truck training and loader training along with authorized employees and agents of Washington Idaho Teamsters Construction Welfare Trust ("Teamsters") on the Premises during the months of March 2011, April 2011, May 2011, and June 2011 without increased burden or risk to LESSOR; and

WHEREAS, the Finance Manager recommends approving the Second Lease Amendment; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Finance Manager's recommendation and hereby authorizes the Chairman of the Board to sign the attached Second Lease Amendment; and

BE IT FURTHER RESOLVED, the Lease Agreement approved by Resolution 08-545 and amended by Resolution 10-363 is hereby amended.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor, R. Ozuna, CPM

Prepared by: K Mercer

SECOND LEASE AMENDMENT

THIS SECOND LEASE AMENDMENT is made and entered into this ____ day of _____, 2011 by and between Benton County, Washington hereinafter called "LESSOR" and CPM Development Corporation hereinafter called "LESSEE".

WHEREAS, per Resolution 08-545 the parties entered into a Lease Agreement for the purposes of allowing LESSEE to (a) enter upon and remove sand and gravel from the Premises, and (b) operate a rock, sand, and gravel crushing, sorting, and washing operation; and

WHEREAS, per Resolution 10-363 the parties amended such Lease Agreement by way of a Lease Amendment dated June 21, 2010, thereby permitting water truck training and loader training on the Premises without increased burden or risk to LESSOR under the terms set forth therein; and

WHEREAS, the parties wish to further amend the Lease Agreement terms and conditions so that, in addition to the other rights and duties conferred within the Lease Agreement and the Lease Amendment, LESSEE is permitted to engage in water truck training and loader training along with authorized employees and agents of Washington Idaho Teamsters Construction Welfare Trust ("Teamsters") on the Premises during the months of March 2011, April 2011, May 2011, and June 2011 without increased burden or risk to LESSOR;

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

1. The following shall be added to Section 2. Purpose:

> The Premises may also be used by LESSEE and authorized agents and employees of Washington Idaho Teamsters Construction Welfare Trust ("Teamsters") for water truck training and loader training in the months of March 2011, April 2011, May 2011, and June 2011. No material shall be removed from the Premises and all material used for practice shall be returned to their original location. The maximum number of trainees on the Premises at one time shall be six (6). An instructor, with qualifications meeting or exceeding industry standards for the type of training performed, shall be present during all operating times.

2. All other terms and conditions, including Section 21(e) as added by the Lease Amendment, remain the same.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE ATOMIC CITY ROLLERGIRLS.

WHEREAS, the Atomic City Roller Girls will provide the Benton County Fairgrounds $750.00 for use of the Fairgrounds one (1) Saturday, on March 5, 2011 in Building 2, to hold a free public scrimmage meet; and

WHEREAS, the Atomic City Roller Girls have a current weekly practice Lease Agreement with the Benton County Fairgrounds that is renewed quarterly; and

WHEREAS, compensation potentially represents a greater then 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Atomic City Roller Girls Lease Agreement be approved; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Atomic City Roller Girls shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Atomic City Roller Girls.

Dated this _____ day of _____ 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Originals: Fairgrounds; Atomic City Rollergirls
cc: Auditor, R. Ozuna, File

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **February 1, 2011**

LEASE AGREEMENT NUMBER: **28.11**

EVENT DATE(S): **March 5, 2011**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Atomic City Rollergirls**

MAILING ADDRESS: **1761 George Washington Way, Richland, WA 99352**

CONTACT: **Julissa Valdez, President**

CELLULAR PHONE: **509-460-2826**

TIME OF THE EVENT: **2-11 pm**

TYPE OF EVENT: **Black & White Scrimmage**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES ☐ NO ☐**X**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between **Atomic City Rollergirls** (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. **EVENT FLAT TRACK ROLLERSKATING SCRIMMAGE in BUILDING # 2 ON March – 5, 2011 from 2:00 pm until 11:00 pm with an estimated attendance of 200 people, hereafter referred to as the EVENT.**

2. **FACILITIES LEASED FOR THE EVENT**
   a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the "Facilities") to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on **March 4-6, 2011**. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. **PAYMENTS**
   a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of $**750.00** (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than **March 1, 2011**. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. **CAMPING OVERNIGHT**
   a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.

   b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 2/22/2011	**Execute Contract**	____	**Consent Agenda**	__X__
Subject: Mental Health Advisory Board Appointment	**Pass Resolution**	__X__	**Public Hearing**	____
Prepared by: Maria Loera, Sr. Secretary-DHS	**Pass Ordinance**	____	**1st Discussion**	____
Reviewed by: Ed Thornbrugh, Administrator-DHS	**Pass Motion**	____	**2nd Discussion**	____
	Other	____	**Other**	____

BACKGROUND INFORMATION

The Benton-Franklin Department of Human Services Mental Health Advisory Board consists of nine members appointed by the Board of Commissioners for Benton and Franklin Counties. Pat Underwood the member being recommended for appointment has expressed interest and willingness to be appointed, and the appointment has been approved by the Mental Health Advisory Board.

SUMMARY

Joint Resolution recommending appointment for Pat Underwood to the Mental Health Advisory Board.

RECOMMENDATION

Sign the attached proposed Joint Resolution to appoint one member to the Mental Health Advisory Board.

FISCAL IMPACT

None

MOTION

To approve signing the proposed Joint Resolution to appoint Pat Underwood to the Mental Health Advisory Board for a three year term ending on December 31, 2013.

Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF APPOINTMENT TO THE MENTAL HEALTH ADVISORY BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, Benton County Resolution #90-77 and Franklin County Resolution #90-36 created the Benton-Franklin Counties Mental Health Advisory Board; and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties; and

WHEREAS, a vacancy exists on the Mental Health Advisory Board with the resignation of Debby Sprong, Pat Underwood has demonstrated interest and indicated willingness to accept appointment to the Mental Health Advisory Board; and

WHEREAS, the Mental Health Advisory Board recommends this appointment, NOW THEREFORE,

BE IT RESOLVED, the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county the appointment to the Benton-Franklin Counties Mental Health Advisory Board for Pat Underwood, 137 Casa Sueno Court, Richland, WA 99352, for a three year term which will expire on December 31, 2013.

Dated this.....day of ....., 2011

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

Dated this.....day of ....., 2011

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

Originals: Benton & Franklin County Commissioners
Human Services, P. Underwood

Loera

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 2/22/11	**Execute Contract**	X	**Consent Agenda**	X K
Subject: Execution of Agreement #10/11-RSAT-LCC-00	**Pass Resolution**	X	**Public Hearing**	
Prepared by: Maria Loera, Sr. Secretary-DHS	**Pass Ordinance**		**1st Discussion**	
Reviewed by: Ed Thornbrugh, Administrator-DHS	**Pass Motion**		**2nd Discussion**	
	Other		**Other**	

BACKGROUND INFORMATION

The Benton-Franklin Department of Human Services would like to contract with Lourdes Counseling Center to provide Residential Substance Abuse Treatment Services in the Benton County Corrections Facility. Lourdes Counseling Center shall prepare offenders for reintegration into the communities from which they came and monitor the number of participants and collect data regarding the reduction of addictive behavior.

SUMMARY

In the matter of execution of Agreement #10/11-RSAT-LCC-00 with Lourdes Counseling Center to provide Residential Substance Abuse Treatment Services.

RECOMMENDATION

Sign the attached resolution to accept the proposed Agreement.
Approve the proposed Agreement by signing all the copies where indicated.

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #10/11-RSAT-LCC-00 with Lourdes Counseling Center and to authorize the Chair to sign on behalf of the Board.

Signature

RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF AGREEMENT #10/11-RSAT-LCC-00 TO PROVIDE RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN BENTON- FRANKLIN DEPARTMENT OF HUMAN SERVICES AND LOURDES COUNSELING CENTER

WHEREAS, The Benton-Franklin Department of Human Services would like to contract with Lourdes Counseling Center to provide Residential Substance Abuse Treatment Services in the Benton County Corrections Facility; and

WHEREAS, the maximum consideration shall not exceed $105,883; and

WHEREAS, the Agreement shall be effective July 1, 2010 through June 30, 2011; NOW THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accept the proposed Agreement; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign, on behalf of the respective county, Agreement #10/11-RSAT-LCC-00.

Dated this . . . . . day of . . . . . , 2011.

_____
Leo Bowman, Chair

_____
Shon Small, Chair Pro Tem

_____
James Beaver, Member
Constituting the Board of County
Commissioners of Benton County,
Washington.

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

cc: Human Services, BC Commissioners

Loera

AGENDA ITEM: Consent		**TYPE OF ACTION NEEDED**	
MEETING DATE: B/C 02-28-2011 F/C 03-09-2011		Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
SUBJECT: Amendment to Professional Services Agreement for Criminal Defense Panel Attorney - Julie A. Brown			
Prepared By:	Donna A. Lee		
Reviewed By:	Sharon A. Paradis		

BACKGROUND INFORMATION

Attached for Board review and approval is the Amendment to the existing Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Julie A. Brown. The amendment accurately reflects the number of cases to which Ms. Brown will be appointed and the amount of compensation that is budgeted for this specific Professional Services Agreement. The amendment appropriately reduces both the number of cases and the amount of compensation for representation on those cases.

SUMMARY

There are four (4) originals of the Amendments to the Professional Service Agreements for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Amendment to the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The Amendment accurately reflects the compensation for the panel attorney is set forth in Juvenile Court's budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Amendment to the Professional Services Agreement with Ms. Brown.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AMENDED PROFESSIONAL SERVICE AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON AND FRANKLIN COUNTIES JUVENILE COURT DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND JULIE A. BROWN, THUS, AMENDING BENTON COUNTY RESOLUTION 10 742 AND FRANKLIN COUNTY RESOLUTION 2010 393, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended agreement between the criminal defense panel attorney, to-wit: Julie A. Ovens be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 10 742 and Franklin County Resolution 2010 393, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended agreements between the Juvenile Court and the defense panel attorney, to-wit: Julie A. Brown, thus amending Benton County Resolution 10 742 and Franklin County Resolution 2010 393.

DATED this 28th day of February 2011
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this 9th day of March 2011
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

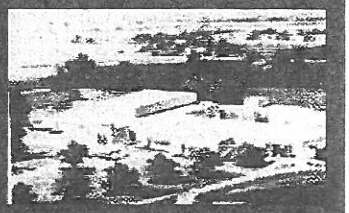
Attest:

Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-Ovens, 1-BFJJC

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATUIN TO INDIGENT PERSON IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

This Amendment to Professional Services Agreement (the "Amendment") is entered into by and between Julie A Brown attorney at law, Washington State Bar Association #32316 (Attorney); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Professional Service Agreement between Attorney and the Counties (corresponding to Benton County Resolution No. 10 742 and executed on November 29, 2010, and Franklin County Resolution No. 2010 393 and executed on December 15, 2010), hereinafter referred to as the "Existing PSA", the parties agree section 7, Number of Appointments, and Section 12, Compensation of said Existing PSA, shall be amended by being replaced with the following:

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Juvenile Court Division up to a maximum of **one hundred eighty-five (185) total case equivalents per calendar year** (proratable for any partial calendar year). Truancy docket and Truancy Board representation, being separately compensated, shall not count toward this maximum caseload.

12. **COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during 2011, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **$4,223.04 per month** (proratable for any partial month), payable on the last business day of the month.

b. During calendar years 2012 and 2013, Attorney's monthly compensation hereunder shall be equal to Attorney's monthly compensation during December of the preceding calendar year plus any cost-of-living-adjustment ("COLA") percentage

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 2/28/2011	Execute Contract	____	Consent Agenda	__x__
Subject: Red Cross Amendment	Pass Resolution	__x__	Public Hearing	____
Prepared by: B. Perry	Pass Ordinance	____	1st Discussion	____
Reviewed by: M.Wenner	Pass Motion	____	2nd Discussion	____
	Other	____	Other	____

BACKGROUND INFORMATION

In previous years the American Red Cross has charged a class size minimum of six students regardless of actual turnout, which is consistent with their organization policies. Previous contracts with the Red Cross have not specifically provided for this charge, although it was past practice to pay for this charge.
The Red Cross will also be providing training on Bloodborne Pathogens for employees that wish to have this training, or may be required by safety and health regulations to actually have.

SUMMARY

This amendment to the Red Cross Contract provides for training on bloodborne pathogens, and allows the American Red Cross to charge a class size minimum of six people.

RECOMMENDATION

Having been reviewed by Melina Wenner , Personnel/Risk Manager, and Jonathan Young, Civil DPA, we recommend the agreement be signed.

FISCAL IMPACT

Estimated projection for Bloodborne Pathogens training would be a maximum of $2000.00 per year at $10.00 per student, with an average attendance for the past three years being 95 employees per year.

Estimated projection for charging for a class size minimum of six employees would be approximately $800 per year. This charge can be completely eliminated by canceling classes with less than six students.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

THIS SECOND CONTRACT AMENDMENT is made and entered into by and between **BENTON COUNTY,** a political subdivision, with its principle offices located at 620 Market Street, Prosser, **WASHINGTON** hereinafter called "COUNTY" and THE AMERICAN RED CROSS A FEDERALLY CHARTERED INSTRUMENTALITY OF THE UNITED STATES OF AMERICA WITH ITS CORPORATE AND POLITICAL BODY IN THE DISTRICT OF COLUMBIA, AND DOING BUSINESS IN BENTON COUNTY AS THE BENTON-FRANKLIN CHAPTER OF THE AMERICAN RED CROSS, with its principal offices at 7202 West Deschutes Avenue, Kennewick, WASHINGTON hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Personal Services Contract dated December 14, 2009, Benton County Resolution No. 09-855 (the "CONTRACT") to provide First Aid, CPR, and AED training services to Benton County employees; and

WHEREAS, this Personal Services Contract was amended on April 26, 2010, Benton County Resolution No. 10-254 provided that,in addition to the training services arranged by way of the CONTRACT, the COUNTY also needed an instructor to provide a four (4)-hour AIDS course on one or more dates; and

WHEREAS, In addition to the training services provided by the amended CONTRACT, the COUNTY also needs an instructor to provide instruction for Bloodborne Pathogens, the Bloodborne Pathogens instruction is not within the scope of services provided by the amended CONTRACT, but is a service that CONTRACTOR offers; and

WHEREAS, the COUNTY wishes to amend the CONTRACT to include a Bloodborne Pathogen course at a rate of $10.00 per student if taught with another course, or $20.00 per student if taught as a stand alone course; and

WHEREAS, the CONTRACTOR wishes to amend the CONTRACT to include a minimum charge of six students per class for any class given by the CONTRACTOR, that is requested by the COUNTY and scheduled by the CONTRACTOR , regardless of actual turnout; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached agreement between The American Red Cross and Benton County .

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

Orig:File
cc: Auditor; R. Ozuma, American Red Cross

Perry

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

Orig:File
cc: Auditor; R. Ozuma, American Red Cross

Perry

SECOND PERSONAL SERVICES CONTRACT AMENDMENT

THIS SECOND CONTRACT AMENDMENT is made and entered into by and between **BENTON COUNTY,** a political subdivision, with its principle offices located at 620 Market Street, Prosser, **WASHINGTON** hereinafter called "COUNTY" and THE AMERICAN RED CROSS A FEDERALLY CHARTERED INSTRUMENTALITY OF THE UNITED STATES OF AMERICA WITH ITS CORPORATE AND POLITICAL BODY IN THE DISTRICT OF COLUMBIA, AND DOING BUSINESS IN BENTON COUNTY AS THE BENTON-FRANKLIN CHAPTER OF THE AMERICAN RED CROSS, with its principal offices at 7202 West Deschutes Avenue, Kennewick, WASHINGTON hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Personal Services Contract dated December 14, 2009, Benton County Resolution No. 09-855 (the "CONTRACT") to provide First Aid, CPR, and AED training services to Benton County employees; and

WHEREAS, this Personal Services Contract was amended on April 26, 2010, Benton County Resolution No. 10-254 which,in addition to the training services arranged by way of the CONTRACT, the COUNTY also needed an instructor to provide a four (4)-hour AIDS course on one or more dates; and

WHEREAS, In addition to the training services provided by the amended CONTRACT, the COUNTY also needs an instructor to provide instruction for Bloodborne Pathogens, the Bloodborne Pathogens instruction is not within the scope of services provided by the amended CONTRACT, but is a service that CONTRACTOR offers; and

WHEREAS, the COUNTY wishes to amend the CONTRACT to include a Bloodborne Pathogen course at a rate of $10.00 per student if taught with another course, or $20.00 per student if taught as a stand alone course; and

WHEREAS, the CONTRACTOR wishes to amend the CONTRACT to include a minimum charge of six students per class for any class given by the CONTRACTOR, that is requested by the COUNTY and scheduled by the CONTRACTOR , regardless of actual turnout; **NOW, THEREFORE**

BE IT RESOLVED in consideration of the mutual benefits and covenants contained herein and in the CONTRACT, the parties agree to amend the CONTRACT as follows:

1. Section 3 of the CONTRACT shall be amended to read as follows:

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

Orig.: File
cc: Auditors; R. Ozuna; American Red Cross

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 2/28/11 Subject: Juvenile Clerical CBA Amendment I Prepared by: Stephen Hallstrom Reviewed by:	Execute Contract	X	Consent Agenda	X
	Pass Resolution	X	Public Hearing	
	Pass Ordinance		1st Discussion	
	Pass Motion		2nd Discussion	
	Other		Other	

BACKGROUND INFORMATION

Before the Board for approval and signature is Amendment I to the 2010-2012 Juvenile Clerical Collective Bargaining Agreement (CBA). Both Benton County and Franklin County Boards of Commissioners have previously approved and signed the 2010-2012 Collective Bargaining Agreement (CBA). It is the intent of the parties to the CBA to add a new paragraph (17.9) to Article 17 in the CBA.

RECOMMENDATION

Approve and sign Amendment I to the 2010-2012 CBA for the Juvenile Clerical Bargaining Unit.

MOTION

Move to approve Amendment I to the 2010-2012 Juvenile Clerical CBA.

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 AMENDING THE 2010 – 2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES, JUVENILE JUSTICE DEPARTMENT, AND THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, COUNCIL 2, LOCAL 3892 (JUVENILE CLERICAL)

WHEREAS, an agreement has been reached between negotiators for Benton County, Franklin County and Local 3892 to amend the 2010-2012 Collective Bargaining Agreement (CBA); and

WHEREAS, the Benton and Franklin Counties Board of Commissioners have previously discussed and approved the significant terms of the CBA Amendment, **NOW THEREFORE,**

BE IT RESOLVED, that the Benton County and Franklin County Boards of Commissioners approves the Amendment as negotiated and is authorized to sign the same.

DATED this ___ day of _____, 2011

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

_____
Clerk of the Board

DATED this ___ day of _____, 2011

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
Member

_____
Member

Constitution the Board of County Commissioners of Franklin County, Washington

ATTEST:

_____
Clerk of the Board

Original: Benton & Franklin County Commissioners; Local 3892; Juvenile Justice
c: Stephen Hallstrom; David Sparks; Personnel; Payroll

AMENDMENT I
to

2010 – 2012 AGREEMENT
Between
BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT
and
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO LOCAL 3892, COUNCIL 2

Representing JUVENILE CLERICAL UNIT

WHEREAS, the 2007 – 2009 Collective Bargaining Agreement (CBA) between the parties permitted qualifying employees to convert accrued sick leave in excess of eight hundred (800) hours to annual leave on a four (4) hour to one (1) hour basis (four (4) hours of sick leave equal to one (1) hour of annual leave); and

WHEREAS, the Union believes the aforementioned conversion language was inadvertently deleted from the current 2010 – 2012 CBA by the parties; and

WHEREAS, the Employer does not object to amending the current 2010 – 2012 CBA to include the subject conversion language from the previous 2007 – 2009 CBA, which was removed from the current 2010 – 2012 CBA; and

WHEREAS, the parties agree this amendment shall not set precedent on any level, nor establish or be otherwise utilized to establish, and/or as evidence of, "past practice", in any manner, including without limitation, in labor negotiations, and/or grievances and/or arbitrations, involving the current 2010 – 2012 CBA and/or any subsequent CBA, involving the parties.

Based on the aforementioned recitals, the Benton-Franklin Counties Juvenile Department and WSCCCE/AFSCME/AFLCIO, do hereby agree to amend the CBA in effect from January 1, 2010, through December 31, 2012, and add the following new paragraph to Article 17, denominated Section 17.9, to read as follows:

17.9 Employees who have accrued sick leave in excess of the maximum allowed eight hundred (800) hours will be allowed to convert the excess sick leave over eight hundred (800) hours to annual leave on a four (4) to one (1) basis (*i.e.*, each increment of thirty-two (32) hours accumulated in excess of eight hundred (800) hours may be converted to eight (8) hours of annual leave). Exercise of such an option shall be by written request.

2. No other language in the 2010 – 2012 CBA is amended or intended to be changed or modified.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON - FRANKLIN COUNTIES JUVENILE DEPARTMENT

_____
Presiding Superior Court Judge
Date: _____

_____
Juvenile Justice Administrator
Date: _____

WSCCCE, COUNCIL 2, LOCAL 3892

_____
Alpha O'Laughlin, Area Representative
Date: _____

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Chairman
Date: _____

_____
Member

_____
Member

Constituting the Board of
Benton County Commissioners

Attest:

_____
Clerk to the Board

Approved as to form:

_____
Stephen J. Hallstrom
Deputy Prosecuting Attorney

BOARD OF FRANKLIN COUNTY COMMISSIONERS

_____
Chairman
Date: _____

_____
Member

_____
Member

Constituting the Board of
Franklin County Commissioners

Attest:

_____
Clerk to the Board

Approved as to form:

_____
Ryan E. Verhulp
Deputy Prosecuting Attorney

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLID WASTE FUND, RE: SOLID WASTE FEE

WHEREAS, chapter 8.24 of the Benton County Code allows Benton County to assess a fee on solid waste collection companies operating collection services within the unincorporated areas of Benton County, and that said fee percentage amount shall be set each year; NOW, THEREFORE,

BE IT RESOLVED that Benton County hereby sets the Solid Waste Fee at 4.5% for 2011.

Dated this 28th day of February, 2011

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

SWB:dlh

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Feb. 28, 2011	Execute Agreement		**Consent Agenda**	X
Subject: Solid Waste Fee	Pass Resolution	X	**Public Hearing**	
Prepared by: dlh	Pass Ordinance		**1st Discussion**	
Reviewed by: swb	Pass Motion		**2nd Discussion**	
	Other		**Other**	

BACKGROUND INFORMATION

Chapter 8.24 of the Benton County Code was approved in 1993 to allow Benton County to collect a percentage of annual revenues from private garbage collection companies that operate within the unincorporated boundaries of Benton County. Said Solid Waste Fee is to be set annually. The revenue from said fee is to be used to "fund the planning, administration, and implementation of solid and moderate risk waste programs for the benefit of Benton County and the incorporated cities therein." The fee has been at 4.5% for many years.

SUMMARY

The Board needs to set the fee percentage for 2011.

RECOMMENDATION

Approve the percentage at 4.5% for 2011.

FISCAL IMPACT

The Solid Waste fee funds the Solid Waste Fund.

MOTION

Approve as part of the Consent Agenda.

CHAPTER 8.24

SOLID WASTE FEE

SECTIONS:

8.24.010	PURPOSE
8.24.020	DEFINITIONS
8.24.030	FEES

8.24.010 PURPOSE. The purpose of this chapter is to provide for revenue to be used for regulatory purposes of solid waste management and to fund the planning, administration, and implementation expenses incurred by the County in complying with the requirements of Chapter 70.95 RCW and as authorized by RCW 36.58.045.
[Ord. 246 (1993) ' 1]

8.24.020 DEFINITIONS. The following definitions shall apply for the purposes of this chapter.

(a) ASolid Waste@ means all putrescible and nonputrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, infectious wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof and discarded commodities.

(b) ASolid Waste Collection Company@ means any person or entity engaged in the business of solid waste collection, handling and disposal.

(c) ATotal Revenues or Revenues@ means gross revenues generated by services provided in unincorporated Benton County but does not include other taxes and/or charges specifically for source separated recyclable collection or fees or charges imposed by any governmental agency.
[Ord. 246 (1993) ' 2]

8.24.030 FEES. (a) Fee Assessment. Benton County shall assess a fee on solid waste collection companies operating collection services within the unincorporated areas of Benton County.

(b) Fee Use. The revenues from the solid waste collection fee shall be used to fund the planning, administration, and implementation of solid and moderate risk waste programs for the benefit of Benton County and the incorporated cities therein.

(c) Fee Amount. The amount of such fee shall be no more than ten percent (10%) of the total revenues of all solid waste collection companies= previous year revenues for the unincorporated area of Benton County. The actual amount of the fee shall vary from year to year and shall be set each year by the Benton County Commissioners based upon the annual budget required to plan, administer and implement the solid and moderate risk waste programs in Benton County.

(d) Fee Calculation. The fee shall be calculated each year by taking the annual budget and dividing the total revenues of all solid waste collection companies= previous year revenues and arriving at a percentage amount not to exceed ten percent (10%). The number representing the annual fee percentage shall be multiplied times the current year revenues of the collection companies operating in unincorporated Benton County to arrive at the fee.

(e) Fee Collection. The annual fee shall be due and payable on or before the thirtieth (30th) day following the end of each quarter.

Delinquent fee payments shall be assessed penalties and interest. The interest shall accrue at twelve percent (12%) per annum computed on a monthly basis from the date of delinquency until paid. Delinquent fees are subject to a penalty as follows: A three percent (3%) penalty shall accrue each subsequent quarter the fees remain delinquent.

(f) Fee Documentation. The solid waste collection companies operating in the unincorporated areas of Benton County shall submit with each quarterly payment sufficient documentation to demonstrate accurate remittance and to allow ongoing review of administration and implementation funding requirements.
[Ord. 246 (1993) ' 3]

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF ONE (1) NEW CURRENT PRODUCTION MODEL 2-AXLE TRAILER MOUNTED HIGH PRESSURE WATER JET SEWER/CULVERT PIPE-CLEANING MACHINE, KNOWN AS A TRAILER MOUNTED JET RODDER

WHEREAS, by resolution dated November 22, 2010, bid call was authorized for ERR Purchase of One (1) New Current Production Model 2-Axle Trailer Mounted High Pressure Water Jet Sewer/Culvert Pipe-Cleaning Machine, known as a Trailer Mounted Jet Rodder; and

WHEREAS, bids were received as set forth in the attached tabulation; and

WHEREAS, the County Engineer has determined that the low bid submitted by Vermeer Rocky Mountain, Spokane, Washington, did not meet the required specifications in numerous areas and, therefore, is recommending rejection of their bid; and

WHEREAS, the second low bid submitted by Owen Equipment Company, Spokane, Washington, does meet the specifications; and

WHEREAS, the County Engineer recommends award of the contract to Owen Equipment Company, Spokane, Washington; NOW, THEREFORE,

BE IT RESOLVED that the low bid submitted by Vermeer Rocky Mountain, Spokane, Washington is hereby rejected; and

BE IT FURTHER RESOLVED that the business of supplying Benton County with One (1) New Current Production Model 2-Axle High Pressure Water Jet Sewer/Culvert Pipe-Cleaning Machine, known as a Trailer Mounted Jet Rodder be awarded to Owen Equipment Company, Spokane, Washington, in the amount of $69,860.00, plus Washington State Sales Tax in the amount of $5,798.38; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the purchase.

Dated this 28th day of February, 2011.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

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

MJB:LJM:slc

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 02/28/11	Execute Contract _____	**Consent Agenda** XXX
Subject: Bid Award	Pass Resolution XXX	**Public Hearing** _____
Prepared by: Larry Moser	Pass Ordinance _____	**1st Discussion** _____
Reviewed by: Steve Becken & Malcolm Bowie	Pass Motion _____	**2nd Discussion** _____
	Other _____	**Other** _____

BACKGROUND INFORMATION

On November 22, 2010, the Board of County Commissioners authorized the County Engineer to prepare bid specifications for the purchase of One (1) New Model 2-Axle Trailer Mounted High Pressure Water Jet Sewer/Culvert Pipe Cleaning Machine.

The two Area Superintendents and the Equipment Maintenance Manager were present for a demonstration of a unit currently owned by the City of Kennewick. After completing a search for other manufacturers of similar type units and none were located it was determined that the model that was demonstrated will best serve the needs of Benton County. Specifications were written and bid proposals were sent out.

Bid opening was Monday, January 24, 2011. Three bids were received as follows:

VERMEER ROCKY MOUNTAIN, Spokane, Washington	$59,495.00 plus sales tax;
OWENS EQUIPMENT COMPANY, Spokane, Washington	$69,860.00 plus sales tax; and
OWENS EQUIPMENT COMPANY, Spokane, Washington	$79,860.00 plus sales tax.

SUMMARY

The bid received from Vermeer Rocky Mountain did not meet the specifications in numerous areas. Major exceptions were taken to the specifications as follows:

1. Specified 2"x 6" rectangular tubing for trailer main frame; Vermeer offered 2"x 6" steel channel;
2. Specified 2"x 4" tubular iron for trailer frame under hose reel; Vermeer offered 2"x 4" steel channel;
3. Specified One-Piece Aluminum Body Panel rubber mounted to the chassis frame; Vermeer offered multi-panel sheet metal panels bolted directly to the frame.
4. Specified water pump to be multi-piston pump design; Vermeer offered a plunger pump with no further specifications attached.
5. Specified a Duraprolene water tank with .500" thick walls and honey-comb baffling; Vermeer offered Polyethylene tanks with .375" thick walls.
6. Specified Honey-Comb baffles in tank; Vermeer offered multiple tanks with ribbed construction on the sides.

The Benton County Equipment Maintenance Manager requested the location of the nearest machine and when a field demonstration could be performed. Vermeer Rocky Mountain did not respond to either request.

The second low bidder, Owen Equipment Company, however was timely and responsive to requests for information and facilitated a satisfactory field observation of the unit for the Benton County Equipment Manager. Benton County has a track record of doing business with Owen Equipment Company. Benton County Staff has a high level of confidence in the product and the supplier's ability to service warranty issues or parts requested by the County on the machine.

The Equipment Maintenance Manager believes the machine bid by Owen Equipment Company is the lowest bid to comply with the bid documents.

RECOMMENDATION

The Benton County Engineer recommends that the low bid submitted by VERMEER ROCKY MOUNTAIN, Spokane, Washington be rejected.

The Benton County Engineer recommends award to the second low bid submitted by OWENS EQUIPMENT COMPANY, Spokane, Washington, in the amount of $69,860.00 plus Washington State Sales Tax in the amount of $5,798.38.

9

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL FOR 2011

WHEREAS, it is the intention of the Board of County Commissioners to purchase for the County Road Department Refined Petroleum Products - Bulk Diesel Fuel; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby authorized to schedule and advertise a bid date for the purchase of Refined Petroleum Products - Bulk Diesel Fuel.

Dated this 28th day of February, 2011.

_____
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 ROADS, RE: E. R. & R. PURCHASE METAL TRAFFIC SIGNS

WHEREAS, it is the intention of the Board of County Commissioners to purchase metal traffic signs for the E. R. & R. Fund; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a Request for Bids for E. R. & R. Purchase Metal Traffic Signs.

Dated this 28th day of February 2011.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

MJB:NWC:slc

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/2011	Execute Contract	X	Consent Agenda	X
		Pass Resolution		Public Hearing	
ject:	BI-PIN Interlocal Cooperation Agreement	Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
		Other		Other	
Prepared by:	J. Thompson				
Reviewed by:					

S

BACKGROUND INFORMATION

Benton County is a participant in BI-PIN (Police Information Network) to provide a uniform information system to be used by local law enforcement agencies

SUMMARY

The City of West Richland has requested to be included in the Police Information Network. The BI-PIN executive board agreed to the request and has revised the Interlocal Cooperative Agreement to include the City of West Richland.

RECOMMENDATION

Approve the attached BI-PIN Interlocal Cooperative Agreement and authorize the Chairman of the Board to sign such agreement.

FISCAL IMPACT

$0 –

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE BI-PIN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNEL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND (POLICE INFORMATION NETWORK)

WHEREAS, Benton County is a participant in BI-PIN (Police Information Network) to provide a uniform information system to be used by local law enforcement agencies; and

WHEREAS, the City of West Richland has requested to be included in the Police Information Network; and

WHEREAS, the BI-PIN executive board agreed to the request; and

BE IT RESOLVED, that the Board of County Commissioners approves the attached BI-PIN Interlocal Cooperation Agreement and authorizes the Chairman of the Board to sign the attached BI -PIN Interlocal Cooperation Agreement.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Original: BI-PIN
Cc: Sheriff's Office, Auditor's Office, Prosecutor's Office,

Prepared by: J. Thompson

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND (POLICE INFORMATION NETWORK)

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the joint exercise of a regional criminal justice record and information system promotes the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of the respective law enforcement agencies through crime analysis and investigative support functions; and

WHEREAS, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland first entered into an Interlocal Agreement in 1982 which created the Bi-County Police Information Network ("BI-PIN"); and

WHEREAS, the original BI-PIN Interlocal was amended in 1988, 1992, 1995, and 2003; and

WHEREAS, the original BI-PIN Interlocal was restated in 2009; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland and West Richland, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Systems Division; and

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/2011	Execute Contract	X	Consent Agenda	X
		Pass Resolution		Public Hearing	
bject:	SIU Interlocal Agreement	Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
Prepared by:	J. Thompson	Other		Other	
Reviewed by:					

BACKGROUND INFORMATION

Local law enforcement agencies met and discussed the need of a Special Investigation Unit (SIU) to investigate law enforcement officer involved incidents. The SIU will consist of officers from some or all the local law enforcement agencies entering into this agreement.

The SIU Interlocal Agreement has been reviewed and approved by the Deputy Prosecuting Attorney assigned to this project.

Commander Al Wehner will hand deliver the original document on Monday, February 28, 2011 to obtain the Chairman of the Board signature.

SUMMARY

The SIU will "help facilitate orderly, thorough and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from the acts of another person."

RECOMMENDATION

Approve to have the Chairman of the Board to sign the attached Interlocal Agreement for the Special Investigation Unit.

FISCAL IMPACT

$0 –

MOTION

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 FOR SPECIAL INVESTIGATIONS UNIT TO INVESTIGATE OFFICER INVOLVED INCIDENTS

WHEREAS, local law enforcement agencies met and discussed the need of a Special Investigation Unit (SIU) to investigate law enforcement officer involved incidents; and

WHEREAS, the SIU will "help facilitate orderly, thorough and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from the acts of another person."; and

WHEREAS, the Benton County Sheriff's Office recommends participation in the SIU; and

BE IT RESOLVED, that the Board of Benton County Commissioners approves the attached Interlocal Agreement for the Special Investigations Unit to Investigate Officer Involved Incidents and authorizes the Chairman to sign the attached Interlocal Agreement.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Original: City of Richland
Cc: Sheriff's Office, Prosecutor's Office,

Prepared by: J. Thompson

INTERLOCAL AGREEMENT FOR
SPECIAL INVESTIGATIONS UNIT TO INVESTIGATE
OFFICER INVOLVED INCIDENTS

THIS INTERLOCAL AGREEMENT is effective upon the date executed by all parties and its recording with the Benton County Auditor. In consideration of the mutual covenants below, the parties agree as follows:

1. **PARTIES**. The parties to this Agreement are Benton and Franklin counties, political subdivisions of the State of Washington, the municipalities of Kennewick, Richland, West Richland, Prosser, Pasco, and Connell, and the Washington State Patrol, an agency of the State of Washington.

2. **AUTHORITY**. This Agreement is entered into pursuant to Chapter 10.93 (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.

3. **PURPOSE**. The parties hereto desire to establish a Special Investigations Unit consisting of law enforcement officers from the various local law enforcement agencies to help facilitate orderly, thorough and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from acts of another person.

4. **FORMATION**. There is hereby created a multi-jurisdictional team to be known as the "SPECIAL INVESTIGATIONS UNIT" ("SIU"), the members of which shall be officers from some or all of the parties hereto and who shall be selected and shall operate in accordance with the Special Investigations Unit Protocol, attached as Exhibit A and incorporated herein by reference ("SIU Protocol").

5. **DURATION AND TERMINATION**. The term of this Agreement shall be through December 31, 2011. This Agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement.

A party may terminate this Agreement or, alternatively, withdraw its participation in SIU by providing written notice to the chief law enforcement officer for each party of its intent to terminate or withdraw from this Agreement. A notice of

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/2011	Execute Contract	X	Consent Agenda	X
		Pass Resolution		Public Hearing	
bject:	Equitable Sharing Agreement	Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
		Other		Other	
Prepared by:	J. Thompson				
Reviewed by:					

BACKGROUND INFORMATION

SUMMARY

The Benton County Sheriff's Office participates in the Federal Equitable Sharing Program with the federal government for the use of federally forfeited cash, property proceeds and any interest earned. Pursuant to the agreement, the Sheriff's Office is required to submit the yearly Federal Annual Certification Report.

RECOMMENDATION

Authorize the Chairman of the Board to sign the attached Federal Equitable Sharing Agreement and Certification for the fiscal year 2010.

)CAL IMPACT

$ 0

MOTION

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 SHARINING AGREEMENT AND CERTIFICATION INCLUDING THE 2010 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 2010 Annual Certification Report.

Dated this _____ day of February, 2011.

_____
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

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/2011	Execute Contract	X	Consent Agenda	X
		Pass Resolution		Public Hearing	
bject:	WA DOC Amendment to Agreement K7926	Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
		Other		Other	
Prepared by:	J. Thompson				
Reviewed by:					

BACKGROUND INFORMATION

The Benton County Sheriff's Office and the Washington State Department of Corrections started negotiating terms for the 2011 calendar year during the last quarter of 2010. It was decided that more time was needed to negotiate the final terms for 2011 and an amendment was approved extending the contract until February 28, 2011.

SUMMARY

The attached amendment to the Washington State Department of Corrections Agreement No. K7926 removes the 100 offender per day cap and includes the offenders who violate the work release rules and conditions that are transferred to the Benton County Jail. These changes will allow on an average at least 120 offenders per day.

s agreement will allow the County to recover the amount of projected revenue lost from the City of Olympia contract.

RECOMMENDATION

Approve and sign the attached amendment to the Washington State Department of Corrections Agreement No K7926 for the remainder of the calendar year 2011.

FISCAL IMPACT

A projected minimum increase in revenue of $460,046 for the calendar year 2011 based off of the terms of this amendment.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AMENDMENT TO THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS AGREEMENT NO. K7926 FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER

WHEREAS, Benton County and the Washington State Department of Corrections have an Agreement No. K7926 for the use of the Benton County jail facilities via Resolution 08-1003; and

WHEREAS, Agreement No. K7926 was extended until December 31, 2010 via Resolution 09 768 and extended until February 28, 2011 via Resolution 10 822; and

WHEREAS, Benton County and the Washington State Department of Corrections wish to amend Agreement No. K7926 and extend the expiration date to December 31, 2011; and

WHEREAS, the Benton County Sheriff has reviewed the amendment and recommends amending Agreement No. K7926; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners approves the attached amendment to Agreement No. K7926 between Benton County and the Washington State Department of Corrections to continue the use of the Benton County jail facilities by the Washington State Department of Corrections until December 31, 2011.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Cc: Sheriff's Office, Auditor's Office, Prosecutor's Office, Dept. of Corrections

Prepared by: J. Thompson

State of Washington

Department of Corrections
Agreement No. K7926
Amendment No. 3

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Benton County, hereinafter referred to as the County, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the County.

WHEREAS the purpose of this contract amendment is to revise the terms and extend the period of performance;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree as follows:

Section 2.01 Term is amended as follows:

The term of this Agreement shall begin January 1, 2009, and continue through ((~~February 28, 2011~~)) December 31, 2011. If the parties do not execute an amendment by ((~~February 21, 2011~~)) December 24, 2011, that extends this agreement, the Department will arrange to move the offenders to another facility.

Section 3.01 Target Population is amended as follows:

~~The County agrees to house no more than 100 offenders, excluding local (Benton County) violators, from the Department at any one time~~. Offenders transferred to the County by the Department shall be primarily those who are in violation of community supervision requirements or work release rules and conditions and/or awaiting a hearing on alleged violations thereof.

Section 3.10 Billing is amended as follows:

The base will be $63.02 per day per Department offender for the calendar year ((~~2010~~)) 2011. Billing will occur monthly for the actual bed days used by Department offenders, including local (Benton County) violators and work release violators, in the preceding month.

Section 3.13 Department Staff Space is amended as follows:

The County will provide a work station for a Department records staff near the entrance to the facility, and an office space for a community Corrections Officer and support staff near where the offenders are to be housed, including reasonably sufficient infrastructure to accommodate phone, computer, fax, and dedicated access to the Department mainframe and e-mail systems. If the infrastructure provided is not sufficient or compatible, any additional infrastructure, phone or computer lines would be at the expense of Department. Benton County Sheriff's Office Bureau of Corrections will make every reasonable effort to provide basic office furniture. If it cannot be provided from the current inventory, the Department will provide necessary equipment and furniture. The Department will provide computers, fax machines and printers for its staff. The Department will be responsible for all extra costs (long distance calls, SCAN calls etc.) used by their staff housed in this facility. It is the intent of the parties to provide reasonable accommodation to the department without overly burdening the county. The County shall provide suitable facilities for conducting violation hearings. The room provided must have sufficient space to safely and efficiently conduct the hearings. This means that the room provided must be of a size sufficient to

accommodate at least three people and must come equipped with at least one electrical power/outlet, a table, three chairs, and either (a) a working telephone with a line able to dial phone numbers outside the facility or (b) authorization to bring a Department cell phone into the facility. If no means exist for a "panic button" to summon correctional staff, the jail will ensure offenders remain restrained during Department violation hearings.

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions remain in full force and effect. The effective date of this amendment is March 1, 2011.

THIS CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

2/23/11
Gary Banning, DATE
Contract Administrator

Approved as to Form:
This contract amendment format was approved As to form by Tom Young, AAG of the Office of The Attorney General, on April 14, 1998. Approval on file.

BENTON COUNTY, WASHINGTON

Leo Bowman, Commissioner DATE

Shon Small, Commissioner DATE

James Beaver, Commissioner DATE

2/23/11
Steven Keane, Sheriff DATE

Approved as to Form:

02-23-11
~~Andy Miller, Prosecuting Attorney~~ DATE
Jonathan Young, DPA

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/2011	Execute Contract		Consent Agenda	X
		Pass Resolution		Public Hearing	
bject:	Line Item Transfer dept 120	Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
		Other	X	Other	
Prepared by:	J. Thompson				
Reviewed by:					

BACKGROUND INFORMATION

SUMMARY

The camera used during the booking process in the Jail is unable to provide the quality of picture needed to load into the ILEADS program. There were times that the camera wouldn't work at all. Facilities recommended that the camera be replaced.

The attached line item transfer is needed so we may properly code the camera out of 3501 Small Item – Equipment.

RECOMMENDATION

)rove the attached line item transfer moving $1,538 from 3106 Operating Supplies to 3501 Small Item – Equipment.

FISCAL IMPACT

$0 moving within department budget

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2011 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: Auditor; File, LSK, J.Thompson

J. Thompson

EXI T "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120

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
523.200	3106	Operating Supplies	$1,538	523.200	3501	Small Item - Equipment	$1,538
TOTAL			$1,538	TOTAL			$1,538

Explanation:

Line item transfer needed to cover the cost of a camera to be used during the booking process in the Jail. The old camera was unable to provide clear looking photo which is needed in the Jail Management program.

Prepared by: Julie Thompson Date: 23-Feb-2011

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

X

Salary Request Statement

AGENDA ITEM	TYPE OF ACTION NEEDED		
Meeting Date: 2/28/11	Execute Contract	X	Consent Agenda _____
Subject: Resolution for Work Crew #4	Pass Resolution	X	Public Hearing _____
Prepared by: Dave Pettey	Pass Ordinance	_____	1st Discussion _____
Reviewed by: Keith Mercer / Jonathan Young	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND BENTON COUNTY FIRE DISTRICT #1 FOR THE PURPOSE OF PROVIDING WORK CREW(S) TO BENTON COUNTY FIRE DISTRICT #1

NOTE: PLEASE BE SURE AND SIGN THE INCLUDED 2 COPIES OF PAGE 6 OF THE CONTRACT

SUMMARY

The Benton County Jail would like to provide a work crew (#4) to the Benton County Fire District #4. The County has had contracts with the fire district in the past and would like to continue this relationship for the next two years.

RECOMMENDATION

The Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to Benton County Fire District #1 for calendar years 2011-2012.

FISCAL IMPACT

The fire district will pay $252.00 per day of work crew usage to Benton County.

MOTION

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 BENTON COUNTY FIRE DISTRICT #1 FOR THE PURPOSE OF HAVING BENTON COUNTY PROVIDE WORK CREW(S) TO BENTON COUNTY FIRE DISTRICT #1

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; and

WHEREAS, Benton County has an Agreement with Benton County Fire District #1 for the purpose of having Benton County provide work crew(s) to Benton County Fire District #1 for 2010, via Resolution 10-009; and

WHEREAS, the Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to Benton County Fire District #1 for calendar years 2011-2012; **NOW THEREFORE,**

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Agreement for the purpose of having Benton County provide work crew(s) to Benton County Fire District #1 and authorizes the Board to sign the attached Agreement between Benton County and Benton County Fire District #1; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on January 1, 2011 and expires on December 31, 2012.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Original: File – Sheriffs Office
cc: Auditor; R. Ozuna; BCFD#1

D. Petley

AGREEMENT BETWEEN BENTON COUNTY AND BENTON COUNTY FIRE DISTRICT #1 FOR THE PROVISION OF WORK CREWS

THIS AGREEMENT is entered into by and between Benton County (hereinafter "County") and Benton County Fire District #1 (hereinafter "BCFD #1") for the purpose of having Benton County provide work crew(s) to the BCFD #1 for monetary compensation.

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County;

NOW, THEREFORE:

The parties mutually agree as follows:

1. **Purpose of Agreement:**

   The purpose of this agreement is to provide an alternative to incarceration for appropriate for non-violent offenders to reduce the demand for jail facilities and provide useful public services at minimal cost.

2. **Responsibilities of Benton County:**

   a. Benton County, through the Sheriff's Office Bureau of Corrections, will provide transportation and supervision for all work crews unless otherwise agreed by the BCFD #1 and the County.

   b. Inmates must meet requirements established by the County to be eligible for work crews. One requirement is that the sentencing judge or court commissioner

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2-28-11	Execute Contract	____	Consent Agenda	___X_
Subject:	Vehicle Purchases for Sheriff's Office	Pass Resolution	__X___	Public Hearing	____
		Pass Ordinance	____	1st Discussion	____
		Pass Motion	____	2nd Discussion	____
Prepared by:	David V. C. Pettey	Other	____	Other	____
Reviewed by:	Keith Mercer				

BACKGROUND INFORMATION

SUMMARY

The Sheriff's Office would like to purchase 12 vehicles off of 2 state contracts (one Chevrolet Tahoe and eleven Ford Crown Vicotorias.

RECOMMENDATION

The Sheriff's Office recommends purchasing the vehicles off of the Washington State Contracts (#04909 and 05710).

FISCAL IMPACT

The total cost of the twelve vehicles will not exceed $315,000 including WSST.

MOTION

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

WHEREAS, the Washington State Contracts No. 04909 and 05710 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 $32,249.01
Eleven (11) Ford Crown Victorias per State Contract No. 05710 for a total of $282,029.79

WHEREAS, the Sheriff's Office recommends purchasing the vehicles off of Washington State Contracts No. 04909 and 05710; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby authorizes the purchase of One (1) Chevrolet Tahoe and Eleven (11) Ford Crown Victorias in an amount not to exceed $315,000.00 inclusive of WSST off of Washington State Contracts No. 04909, and 05710.

Dated this _____ day of _____, 2011

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

cc: Auditor, Sheriff's Department, purchase file

D. Petley

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/11	Execute Contract	X	Consent Agenda	X
Subject:	2011-2012 Contract with Mel's Towing for Sheriff's Office	Pass Resolution	X	Public Hearing	
		Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
		Other		Other	
Prepared by:	David V. C. Pettey				
Reviewed by:	Jonathan Young and Keith Mercer				

aa

BACKGROUND INFORMATION

SUMMARY

In the matter of awarding the personal service contract to Mel's Inter-city Towing for evidentiary vehicle tows and tows of disabled vehicles belonging to the Benton County Sheriff's Office.

The Sheriff's office has used Mel's in the past and would like to enter into a new contract with them for 2011 and 2012.

RECOMMENDATION

The Sheriff's Office recommends entering into a contract for 2011 and 2012 with Mel's Towing for evidentiary vehicle tows and tows of disabled vehicles belonging to the Bento County Sheriff's Office.

FISCAL IMPACT

The total payable amount to Mel's in 2011 and 2012 will not exceed $20,000 including WSST.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO MEL'S INTER CITY COLLISION, INC. DOING BUSINESS MEL'S INTER CITY TOWING FOR EVIDENTIARY VEHICLE TOWS AND TOWS OF DISABLED VEHICLES BELONGING TO THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, the Sheriff's Office has a contract with Mel's Inter City Collision, Inc. for evidentiary vehicle tows and tows of disabled vehicles belonging to the Benton County Sheriff's Office for 2010 via Resolution 09-900; and

WHEREAS, the Sheriff's Office recommends entering into another contract for 2011 and 2012; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Mel's Inter City Collision, Inc. doing business as Mel's Inter City Towing in an amount not to exceed $20,000 including WSST; and

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

BE IT FURTHER RESOLVED the term of the attached contract commences January 1, 2011 and expires on December 31, 2012.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Mels

Prepared by: D. Pettey

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Mel's Inter City Collision Inc, doing business as Mel's Inter City Towing, a for-profit corporation organized under the laws of the State of Washington with its principal offices at 310 N. Dayton Street, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the terms and conditions contained herein and the following documents:

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012. Price adjustments will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to tow vehicles on an "as needed" basis. The vehicle tows will consist only of tows of vehicles necessary for evidentiary purposes in an investigation conducted by the Benton County Sheriff's Office, and tows of disabled vehicles belonging to the Benton County Sheriff's Office.

b. The CONTRACTOR agrees to provide the described

bb

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/11	Execute Contract	____	Consent Agenda	__X__
Subject:	Resolution-Ammunition from State Contract	Pass Resolution	__X__	Public Hearing	____
		Pass Ordinance	____	1st Discussion	____
		Pass Motion	____	2nd Discussion	____
		Other	____	Other	____
Prepared by:	David V. C. Pettey				
Reviewed by:	Keith Mercer				

BACKGROUND INFORMATION

SUMMARY

On September 13, 2010, the board authorized ammunition purchases off the Washington State Contract No. 10903 from Dooley Enterprises, Inc. and San Diego Police Equipment Inc. via Resolution 10-527 (from 8/1/10 to 1/31/11). The total amount payable on the resolution was $11,000. That amount has been exhausted and 2 additional purchases have been made in January of 2011.

COMMENDATION

The Benton County Sheriff's Office requests the Board to rescind Resolution 10-527 to increase the total amount payable to $15,000 including WSST.

FISCAL IMPACT

Total amount payable will increase from $11,000 to $15,000 including WSST.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE TOTAL AMOUNT PAYABLE TO DOOLEY ENTERPRISES, INC. AND SAN DIEGO POLICE EQUIPMENT COMPANY INC. TO $15,000 FOR AMMUNITION PURCHASES FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON; RESCINDING RESOLUTION 10-527

WHEREAS, the Board authorized ammunition purchases off the Washington State Contract No. 10903 from Dooley Enterprises, Inc. and San Diego Police Equipment Inc. via Resolution 10-527 on September 13, 2010; and

WHEREAS, the total amount payable to Dooley Enterprises, Inc. and San Diego Police Equipment Company Inc. was not to exceed eleven thousand dollars and zero cents ($11,000.00) including WSST; and

WHEREAS, the total amount payable to Dooley Enterprises, Inc. and San Diego Police Equipment Inc. has been exhausted; and

WHEREAS, additional ammunition has been purchased off the Washington State Contract No. 10903 from San Diego Police Equipment Inc. in the month of January, 2011; and

WHEREAS, the Benton County Sheriff's Office requests the Board to rescind Resolution 10-527 to increase the total amount payable to $15,000; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, hereby rescinds Resolution 10-527 and authorizes ammunition purchases off of the Washington State Contract No. 10903 from Dooley Enterprises, Inc. and San Diego Police Equipment Company Inc. from August 1, 2010 through January 31, 2011 in an amount not to exceed $15,000 including WSST; and

BE IT FURTHER RESOLVED, Resolution 10-527 is hereby rescinded.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D. Pettey

RESOLUTION 10 527

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING AMMUNITION PURCHASES FROM DOOLEY ENTERPRISES, INC. AND SAN DIEGO POLICE EQUIPMENT COMPANY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON, CURRENT EXPENSE FUND 0000-101, DEPARTMENTS 120 AND 121

WHEREAS, Resolution 10-180 authorized ammunition purchases from Dooley Enterprises, Inc. and San Diego Police Equipment Company for the Benton County Sheriff's Office through July 31, 2010; and

WHEREAS, Washington State Contract No. 10903's current term start date has been modified to August 1, 2010 and expires on January 31, 2011; and

WHEREAS, the Washington State Contract No. 10903 allows for the purchase of Ammunition; and

WHEREAS, Benton County Sheriff's Office would like to purchase Ammunition off of the Washington State Contract No. 10903 from August 1, 2010 through January 31, 2011; and

WHEREAS, Dooley Enterprises, Inc of Anaheim, CA and San Diego Police Equipment Company, Inc of San Diego, CA are both on the vendor list and State Contract No. 10903; and

WHEREAS, Benton County Sheriff's Office would like to have the ability to order ammunition from both companies due to availability of ammunition; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves purchases of Ammunition off of the Washington State Contract No. 10903 from Dooley Enterprises, Inc. of Anaheim, CA and San Diego Police Equipment Company Inc. of San Diego, CA from August 1, 2010 through January 31, 2011 for a total amount not to exceed $11,000 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for Ammunition purchases off the Washington State Contract No. 10903; and

BE IT FURTHER RESOLVED, Washington State Contract No. 10903 commences on August 1, 2010 and expires on January 31, 2011.

Dated this 13 day of Sept., 2010

[signature]
Chairman of the Board

[signature]
Member

[signature]
Member

Attest: [signature]
Clerk of the Board

cc: Auditor, Sheriff's Department, purchase file

D. Pettey

CC

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2/28/11	Execute Contract		Consent Agenda	X
Subject:		Pass Resolution	X	Public Hearing	
Prepared by:	Nick Kooiker	Pass Ordinance		1st Discussion	
Reviewed by:	Erhiza Rivera	Pass Motion		2nd Discussion	
		Other		Other	

BACKGROUND INFORMATION

Substitute House Bill 2962 was passed by the Washington State Legislator during the 2010 session. This bill gave County Treasurer's the option of collecting property tax payments on a monthly basis using ACH (Automatic Clearing House) withdrawals. We believe that providing this optional payment plan has substantial benefit to taxpayers and also our office because of the efficiencies created. RCW 84.56.020 requires that County Treasurer's who choose to offer a monthly payment plan establish a separate fund in order to collect service charges associated and also for expenses incurred for administering the program. This resolution is establishing Fund #0128-101 in order to comply with this statute. The creation of this monthly payment program is in accordance with our Strategic Plan short term goal # 4.

SUMMARY

The creation of Fund #0128-101 is required in order to comply with state law associated with offering a monthly payment option to taxpayers.

RECOMMENDATION

It is recommended that the board pass the resolution establishing Fund 0128-101.

FISCAL IMPACT

N/A

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING THE TREASURER'S SERVICE FUND, FUND NUMBER 0128-101.

WHEREAS, per Substitute House Bill 2962 and RCW 84.56.020, County Treasurer's are now able to collect property tax payments on a monthly basis via ACH (Automatic Clearing House) transactions; and,

WHEREAS, the County Treasurer is expanding payment methods available to taxpayers in accordance with our strategic plan and has deemed that this method of payment would be beneficial for taxpayers and the Treasurer's office; and,

WHEREAS, RCW 84.56.020 10(d) requires County Treasurer's to create a separate fund to be used exclusively for any collection costs charged to taxpayers in this program, and also for the payment of expenses incurred by the Treasurer for administering the program; **NOW THEREFORE,**

BE IT RESOLVED, that Fund 0128-101 be created and all funds charged to taxpayers who participate in the monthly ACH program be deposited into this account. Furthermore, all expenses incurred by the Treasurer for administration of this program shall be paid out of this fund.

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 Nick Kooiker, Treasurer's Office

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

9:05

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Feb. 28, 2011	Execute Agreement		**Consent Agenda**	
Subject: Red Mtn. Interchange	Pass Resolution		**Public Hearing**	X
Prepared by: Sue Schuetze	Pass Ordinance		**1st Discussion**	
Reviewed by: Steve Becken/Malcolm Bowie	Pass Motion	X	**2nd Discussion**	
	Other		**Other**	

BACKGROUND INFORMATION

The right of way proposed for vacation and abandonment are numerous pieces of land that have become excess due to road construction of I-82 Intertie Phase 3 (AKA CR-397 and now known as SR-397). The new construction of the Intertie and also partial realignments of Nine Canyon Road, Sloan Road, and Finley Road, have left excess right of way of the old alignments that will no longer be needed. There is also one section of right of way that has never been improved.

SUMMARY

A Report has been prepared for review of the Board for consideration to vacate various rights of ways.

RECOMMENDATION

It is the opinion of the Benton County Engineer that it is in the best interest of the County to vacate the right of way as shown on the attached map as proposed by the Benton County Engineer, and that the public will be benefited by the vacation and abandonment of said right of way. It is also his opinion that it is not necessary to retain the right of way proposed for vacation for the county road system of the future. Two 10 foot utility easements should be retained within the vacated right of ways as shown on the attached maps.

FISCAL IMPACT

Estimated Benton County funds of approximately $500.00 were used to prepare the various maps and reports.

MOTION

Move to vacate the excess rights of way for portions of Nine Canyon Road and Finley Road, and also a portion of unimproved right of way, as defined by Public Works and that 10' utility easements be retained as requested.

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Benton County
Department of Public Works

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

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

February 28, 2011

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Excess Right of Way Vacation of
Nine Canyon Road and Finley Road and an unimproved Right of Way
Due to the Construction of the I-82 Intertie Project CE 1526

Commissioners:

Resolution #11-086, dated January 24, 2011, set a public hearing for February 28, 2011 at 9:05 a.m., for proposed road right of way vacation of excess right of way of portions of Nine Canyon Road and Finley Road and also one unimproved road right of way never constructed.

Benton County has proposed that portions of those rights of ways be vacated and abandoned. The attached print depicts said right of way proposed by the County Engineer for vacation. The right of way proposed for vacation and abandonment are numerous pieces of land that have become excess due to road construction of I-82 Intertie Phase 3 (AKA CR-397 and now known as SR-397). The new construction of the Intertie and also partial realignments of Nine Canyon Road, Sloan Road, and Finley Road, have left excess right of way of the old alignments that will no longer be needed. There is also one section of right of way that has never been improved.

The 60 feet wide right of way for Finely Road in Section 34, Township 8 North, Range 30 East, W.M. was obtained as the following deeds:
Auditor Fee 369640 filed under Deeds in Volume 148 Page 491 on February 21, 1957
Auditor Fee 569362 filed under Deeds in Volume 229 Page 23 on November 17, 1966
Auditor Fee 572489 filed under Deeds in Volume 230 Page 226 on Jan 31, 1967

A 60 feet wide right of way never construction in Section 34, Township 8 North, Range 30 East, W.M. was obtained as the following deed:
Auditor Fee 258710 filed under Deeds in Volume 107 Page 614 on August 11, 1950

The 60 feet wide right of way for Nine Canyon Road located in Section 33, Township 8 North, Range 30 East, W.M., and also in Section 4, Township 7 North, Range 30 East, W.M. was obtained as the following deeds or waivers:

Auditor Fee 141226 filed under Deeds in Volume 66 Page 331 on April 14, 1936
Auditor Fee 141760 filed under Deeds in Volume 66 Page 385 on May 13, 1936

Public Works received letters back from the following:

1) Benton PUD – They have requested two ten foot utility easements adjacent the west side of Sloan Road right of way- see the attached map.

2) Fire Marshall – No Comments

In conclusion, it is the opinion of the Benton County Engineer that it is in the best interest of the County to vacate the right of way as shown on the attached map as proposed by the Benton County Engineer, and that the public will be benefited by the vacation and abandonment of said right of way. It is also his opinion that it is not necessary to retain the right of way proposed for vacation for the county road system of the future. Two 10 foot utility easements should be retained within the vacated right of ways as shown on the attached maps.

Sincerely,

Malcolm Bowie
County Engineer

Sue Schuetze
Engineer II

9:15

EXHIBIT LIST FOR ORDINANCE AMENDMENTS TO BCC TITLE 9.04

Planning Commission Application Exhibit List

		DATED
PCR 1 Includes:	PCR 1.1 Draft Ordinance for BCC 9.04	
	PCR 1.4 Environmental Checklist	April 20, 2010

Planning Commission Staff Memo Exhibit List

PCM 1 Includes:	PCM 1.1 Staff Memo	April 30, 2010
	PCM 1.2 Determination of Non Significance issued	April 1, 2010
	PCM 1.3 Comments from Benton Co. Public Works	April 29, 2010
	PCM 1.4 Comments from Benton Co. Fire Marshal	April 22, 2010
PCH1	PCH 1.1 Letter from Permit Surveying	April 30, 2010
PCM 2 Includes:	PCM 2.1 Staff Memo for continued hearing	June 1, 2010
PCH 2	PCH 2.1 Drawing submitted by Ryan Liddicoat	June 8, 2010

Board of County Commissioners Exhibit List

CCR 1 Includes:	CCR 1.1 Planning Commission Findings of Fact	June 14, 2010
	CCR 1.2 Proposed Ordinance with Planning Commission changes	June 15, 2010
CCM1	CCM 1.1 Board of County Commissioners Agenda Sheet	July 6, 2010
CCW 1 Includes:	CCW 1.1 Planning Staff Recommended Ordinance	July 28, 2010
	CCW 1.2 Board of County Commissioners Workshop Agenda Sheet	July 28, 2010
CCW 2 Includes:	CCW 2.1 Board of County Commissioners Agenda Sheet	Sept. 8, 2010
	CCW 2.2 Board of County Commissioners Recommended Ordinance	Sept. 8, 2010
CCW 3	CC2 3.1 Board of County Commissioners Agenda Sheet	November 22, 2010
CCH 2 Includes:	CCH 2.1 Board of County Commssioners Agenda Sheet	December 2, 2010
	CCH 2.2 Section by Section Summary of the proposed Ordinance	
	CCH 2.3 Proposed Ordinance Amendment	
	CCH 2.4 Comments from Ryan Liddicoat, Worley Surveying	December 6, 2010
	CCH 2.5 Comments from Torchey Cohu	December 6, 2010
	CCH 2.6 Commenst from LSAW South Central Chapter	December 10, 2010
CCH 3 Includes:	CCH 3.1 Board of County Commissioners Agenda Sheet	February 1, 2011
	CCH 3.2 Matrix showing other Counties short platting criteria	February 1, 2011
	CCH 3.3 County by County listing of access requirements	February 1, 2011
	CCH 3.4 Proposed Ordinance Amendment	
	CCH 3.5 Email from Barbara Thompson	January 11, 2011
	CCH 3.6 Email from Victor Huyke	January 2, 2011
CCH 4	CCH 4.1 Board of County Commissioners Agenda Sheet	February 22, 2011
	CCH 4.2 Proposed Ordinance Amendment	

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

PCR = Planning Commission Record Exhibits
PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing
CCR = County Commissioner Record Exhibits
CCM = County Commissioner Memo Exhibits
CCW= County Commissioner Workshop Exhibits
CCH=Exhibits submitted during Hearing

CCH 4.1

AGENDA ITEM	TYPE OF ACTION NEEDED	Consent Agenda
MTG. DATE: February 28, 2011	Execute Contract	**Cont. Public Hearing**
SUBJECT: Ordinance amending Title 9.04-Short Plat	**Pass Resolution X**	**X** 1st Discussion
Memo Date: February 22, 2011	**Pass Ordinance X**	2nd Discussion
Prepared By: Michael Shuttleworth	Pass Motion	Public Workshop

BACKGROUND INFORMATION

On May 11th and June 8th, the Benton County Planning Commission conducted public hearings on a draft ordinance that would amend Chapter 9.04 (Short Plat Ordinance) of the Benton County Code. On July 12, 2010, August 4, 2010 and November 29, 2010, the Board of County Commissioners held workshops on the proposed ordinance. An Open Record Hearing before the Board was conducted on December 13, 2010 and February 7, 2011.

At the end of the Open Record Hearing on February 7, 2011, the public portion of the hearing was closed and the Board discussed the draft ordinance. After their discussion, the Board continued the open record hearing until February 28, 2011 and directed Planning Staff to make three changes to the draft ordinance for the continued hearing.

The changes, as directed by the Board, have been made to the attached draft ordinance.

RECOMMENDATION

After considering the additional information and testimony presented during the Open Record Hearing, the Planning Department recommends that the Board approve a resolution adopting the proposed ordinance.

FISCAL IMPACT

None

MOTION

At the conclusion of the Board's discussion, the Board will need to make a motion to approve a resolution adopting the ordinance amending BCC Chapter 9.04.

9:30

AGENDA ITEM: SPV 11-01 **MTG. DATE:** Feb. 28, 2011 **MEMO. DATE:** Feb. 22, 2011 **SUBJECT:** Short Plat Vacation -SPV 11-01, Russell Wright **Prepared By:** R.J. Lott **Reviewed By:** Michael Shuttleworth	**TYPE OF ACTION NEEDED** Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

On June 7, 2001, Short Plat 2575 was recorded, which created 3 lots. Short Plat 2575 included a 30-foot ingress/egress easement within lot 1 to provide access to lots 2 and 3. Russell Wright, owner of Lots 1, 2 and 3 of Short Plat 2575, has submitted an application requesting that the portion of the 30-foot ingress/egress easement located within Lot 1 and the northerly 301 feet of Lot 2, be vacated off of the face of the short plat. The applicant proposes a replacement 30-foot private road easement over the southern portion of Lot 1 and the southwest corner of lot 2. No structures exist on either Lot 2 or 3.

Owners of property within 300 feet of the outer perimeter of Lots 1 and 2 of Short Plat 2575 have been notified, including all lots within short plat 2575. All concerned agencies such as Health Department, Benton County Engineer, Benton County Fire Marshal and any utility companies have been notified of this proposal. No adverse comments have been received relating the vacation of the 30-foot ingress/egress easement or the replacement 30-foot private road easement located within Lot 1 and the southwest corner of Lot 2.

SUMMARY

Benton County Planning Department has received a request for the vacation of the portion of the 30-foot ingress/egress easement located within Lot 1 and a portion of the southwest corner of lot 2, of Short Plat 2575. Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 11-01 was published on February 17, 2011, and the public hearing is scheduled for February 28, 2011, at 9:30 a.m.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends that the proposed vacation of the portion of the 30-foot ingress/egress easement in Lot 1 and the northerly 301 feet of Lot 2, be approved, in conjunction with the recording of documentation providing a replacement 30-foot private road easement, with the Benton County Auditor.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approve the vacation of the portion of the 30-foot ingress/egress easement located within Lot 1 and the northerly 301 feet of Lot 2 of Short Plat 2575, in the Northwest Quarter of Section 5, Township 9 North, Range 27 East.

This motion is conditioned on the applicant recording a 30-foot private road easement over the North 30 feet of the South 40 of Lot 1 and the South 30 feet of the North 331 feet, located

9:35 AM

Gangteam Workshop - Sheriff Keane

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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

10:35

February 17, 2011

Leo Bowman, District 1, Chair
Shon Small, District 2
James Beaver, District 3
Benton County Board of Commissioners
P. O. Box 190
Prosser, WA 99350

RE: February 28, 2010 Board Meeting Agenda/ Juvenile Drug Court Services

Dear Commissioners:

As you are aware, Franklin County did not approve funding to support youth in the Juvenile Drug Court Program for 2011. At the end of 2010, there were four (4) remaining youth from Franklin County who were participants in the Drug Court Program. All four (4) youth were removed from the Drug Court Program effective January 1, 2011. Two (2) of those youth were ready to graduate at the first of the year and we held a graduation for them just prior to the Drug Court docket on February 3, 2011. The other two youth are in their last phase of the drug court program. We anticipate that one youth should be able to complete the program by the first of April and the other by June 2011 if they continue on their current recovery path. Mr. Andy Miller, a Co-Chair for the Circle of Hope Board, has informed us that the Circle of Hope has offered $2,500 for Juvenile Drug Court, which will allow these two Franklin County youth to return and complete the drug court program.

I have attached information about the cost of the program for Franklin County youth. I look forward to discussing this with you on February 28th and am hopeful for your support and approval to accept the Circle of Hope funding so we can successfully see these youth through Juvenile Drug Court.

Thank you,

Sharon

Sharon A. Paradis, Administrator
Benton-Franklin Counties Juvenile Justice Center

Benton Franklin Counties Juvenile Justice Center
2011 FRANKLIN COUNTY Juvenile Drug Court Options

	Line Item	Description	FRANKLIN COUNTY 3 participant Capacity	Yearly Cost per participant	Monthly Cost per participant
Franklin County Juvenile Drug Court	1605	Counselor II	$6,126	$2,042	$170
	1664	Coordinator	$0	$0	$0
	2102	Social Security Taxes	$469	$156	$13
	2103	Medical Insurance	$1,082	$361	$30
	2104	Retirement	$429	$143	$12
	3101	Office Supplies/Incentives	$688	$229	$19
	4101	Legal Fees (Defense Attorney) –	$3,615	$1,205	$100
	4103	Professional Services Interpreter Tracking UA	 $375 $3,150 $853	 $125 $1,050 $284	 $10 $88 $24
	4131	Security	$1,310	$437	$36
	9108	Administration – Interagency Prosecutor Court Clerk	 $2,660 $650	 $887 $217	 $74 $18
	9605	Workman's Compensation	$0	$0	$0
	9908	Accumul. Leave	$107	$36	$3
	SUBTOTAL		**$21,514**	**$7,172**	**$597**

10:50 AM

Executive Session - Potential Litigation -
J Young / B Perry

10:55 AM

Executive Session - Potential Litigation
J Young / B Perry

11:00 AM

Executive Session - Union Negotiations
S Hallstrom / S Perry