January 24, 2011

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
January 10, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Absent: Commissioner James Beaver (excused)

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; Facilities Manager Roy Rogers; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; Ed Thornbrugh, Human Services; Planning Manager Mike Shuttleworth; Larry Taylor, Animal Control; Nick Kooiker, Treasurer's Office; DPA Reid Hay; R.J. Lott, Planning; County Engineer Malcolm Bowie; Lisa Small, Commissioners' Office.

Workshop Agenda

Greater Columbia Behavioral Health Board

Commissioner Small said that he was appointed to be Treasurer of this Board. Additionally, he said he had a good first week as Commissioner.

Cancellation of Meeting of January 18, 2011

The Board agreed to cancel the meeting of January 18, 2011.

Building Permits

Chairman Bowman discussed the October building permits report issued by the State of Washington. He said that Benton County was still holding its end of the deal with 582 permits issued in two years and there were other counties much less fortunate with no buildings permits.

Community Roundtable – Council of Governments

Commissioner Bowman said he attended the roundtable and provided a copy of the agenda and a report for review of transportation issues.

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

Approval of Minutes

The Minutes of January 3, 2011 were approved.

Chairman Bowman stated the public hearing scheduled for 9:05 a.m. (Finley Road vacation) had been pulled from the agenda.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "q". Chairman Bowman seconded.

Discussion

Chairman Bowman said there was a question whether item "f" (Ben Franklin Transit letter) should be addressed to the congressional delegation or sent to Ben Franklin Transit. The Board agreed to approve the letter, pending a decision by Ben Franklin Transit. Upon vote, the Board approved the following:

Clerk

a. Interagency Data Sharing Agreement w/State of WA Employment Security Department

b. Personal Service Agreement w/M Dolven for Family Law Facilitator Services

Commissioners

c. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 131

d. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 120

e. Line Item Transfer, Fund No. 0000-101, Dept. 137 to Dept. 120

f. Ben Franklin Transit Support Letter

g. Canvassing Board Appointment

District Court

h. Interpreter Services Contract w/R Arteaga

Human Services

i. Agreement #10/11-PREV-ESD-123-00w/Educational Service Dist 123; Rescind Res 10-784

Office of Public Defense

j. Superior Court Indigent Defense Professional Services Agreement w/M McMillen

k. District Court Indigent Defense Professional Services Agreement w/J Celski

Park

l. Reappointments to the Benton County Park Board

Planning

m. Reappointment of S LePage to the Benton County Boundary Review Board

Public Works

n. Authorized to Purchase Two Diesel Truck Cab and Chassis Units

o. Proposed Vacation of Right of Way of Old Inland Empire Highway

p. Detour Road Agreement at Bofer Canyon Road w/Department of Transportation

Treasurer

q. Print and Mail Contract w/The Master's Touch, LLC

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

Animal Control Ordinance Discussion

Adam Fyall and Larry Taylor presented the proposed animal control ordinance for discussion. Mr. Fyall said that DPA Ryan Brown had stated it would be best to wait until the building and operation was up and running because the County would have an ordinance it was required to enforce, without the property facility.

Mr. Taylor said they didn't know when they would receive a full occupancy permit but if the ordinance were adopted before completion of the facility, they would be mandated to enforce it. He said they were watching the process very carefully and would try to pin the time down exactly.

Chairman Bowman suggested the Board hold the public hearing and then continue it as needed for final adoption. Mr. Sparks agreed that was a good idea to get the public hearing advertised and then continue it, if needed.

Chairman Bowman also asked about whether the ordinance should identify other animals in the ordinance that were not covered. Mr. Taylor said the ordinance itself was very specific for the time being and if the Board wanted to address other animals at another time, it could be done later. Mr. Sparks said he had conversations with Mr. Brown about that issue, and the ordinance needs to specify what is covered and should not specify what is not covered.

Commissioner Small said he agreed that most people understood this ordinance was for dogs and Mr. Taylor could address those concerns as they came up.

The Board agreed to move ahead with the proposed schedule.

The Board briefly recessed, reconvening at 9:35 a.m.

Private Road Name Change – PR 10-02

R.J. Lott presented an application for a private road name change. He said the road served seven parcels, all owners signed the application, and all agencies contacted have commented in favor or have not returned comments. He said the Planning Department recommended the road change name from 825 PR SE to Hartley PR SE.

MOTION: Commissioner Small moved to approve the private road name change from 825 PR SE to Hartley PR SE, conditioned on the applicant paying the required sign fee within 30 days. Chairman Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:40 a.m.

Hanks Road Discussion

Malcolm Bowie presented a map of Hanks Road and said the CRAB project had been around since 1993. He said the amount allocated in RATA was short in 1993 and recent numbers put the project at $3 million short to complete. He said this project pre-dated the rule that if the project was not completed within a specified time period, it would be pulled and the County would pay back all funds spent. Mr. Bowie said they were proposing to withdraw the project with the condition that CRAB agreed to support the County with "zero payback".

MOTION: Commissioner Small moved to approve the resolution for the petition of the County Road Administration Board (CRAB) for the withdrawal and payback waiver for Hanks Road, Crosby Road to Aller Road – C.E. 1494 CRP. Chairman Bowman seconded and upon vote, the motion carried unanimously.

Change Order – G2 Construction

Roy Rogers presented Changer Order #2 for construction of the Animal Control Facility. Mr. Rogers said there was a credit for some deleted items and additions for an accelerated schedule, change to the parking lot, and security window screens in the total amount of $4,127.12 plus sales tax.

MOTION: Commissioner Small moved to approve the resolution for change order #2 for the construction of the Benton County Animal Control Facility. Chairman Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:55 a.m.

Continued Public Hearing – Vacation for Webber Canyon Road

Mr. Becken said that when Public Works reconstructed this road, it shifted alignment and the request was from the County Engineer to get it back to the people and on the tax rolls. He said that PUD was asking that all right of ways become easements for anything vacated.

Chairman Bowman asked why PUD was requesting this and Mr. Becken said he didn't know, but would try to find out this week.

The public hearing was continued to Monday, January 24, 2011 at 9:30 a.m.

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

Health Building Tenant Improvement – Award for Construction

Ms. Smith Kelty said the team met to review the proposals for construction of the Health Building tenant improvement and chose Siefken & Sons Construction.

MOTION: Commissioner Small moved to approve the resolution awarding the construction of the Health Building Tenant Improvement to Siefken & Sons Construction in the amount of $228,000 plus sales tax. Chairman Bowman seconded and upon vote, the motion carried.

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

Final Plat of Hidden Hills Subdivision – SUB 09-02

Mike Shuttleworth said the applicant had met all conditions of approval and they were submitting the final plat to the Chairman for final signature.

MOTION: Commissioner Small moved to approve the Final Plat of Hidden Hills Phase 1, SUB 09-02 and authorized the Chairman sign the final plat. Chairman Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:15 a.m.

Executive Session – Potential Litigation

The Board went into executive session at 10:15 a.m. with DPA Reid Hay for approximately 10 minutes to discuss potential litigation. Also present were David Sparks, Cami McKenzie, Loretta Smith Kelty, and Melina Wenner. The Board came out at 10:23 a.m. Mr. Hay stated the Board took no action in executive session.

The Board briefly recessed, reconvening at 10:25 a.m.

Unscheduled Visitors

Veteran's Petition for Income Waiver

Pat Powell presented a waiver of the income limit threshold for Martin Manning and requested the Chairman sign the waiver.

MOTION: Commissioner Small moved to approve the income limit threshold for Martin Manning and requested the Chairman sign the waiver. Chairman Bowman seconded and upon vote, the motion carried.

Vouchers

Check Date: 1/5/2011
Warrant #: 25808-25834
Taxes #: 10111011-10111013
Total all funds: $1,900,870.04

Check Date: 1/5/2011
Warrant #: 231695-231819
Direct Deposit #: 60232-60815
Total all funds: $2,219,790.12

Check Date: 1/7/2011
Warrant #: 25640-25807
Total all funds: $3,960.26

Check Date: 1/7/2011
Warrant #: 25835-26029
Total all funds: $1,574,232.69

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

Resolutions

11-042	Interagency Data Sharing Agreement w/State of WA Employment Security Department
11-043	Personal Service Agreement w/M Dolven for Family Law Facilitator Services
11-044	Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 131
11-045	Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 120
11-046	Line Item Transfer, Fund No. 0000-101, Dept. 137 to Dept. 120
11-047	Interpreter Services Contract w/R Arteaga
11-048	Agreement #10/11-PREV-ESD-123-00w/Educational Service Dist 123; Rescind Res 10-784
11-049	Superior Court Indigent Defense Professional Services Agreement w/M McMillen
11-050	District Court Indigent Defense Professional Services Agreement w/J Celski
11-051	Reappointments to the Benton County Park Board
11-052	Reappointment of S LePage to the Benton County Boundary Review Board
11-053	Authorized to Purchase Two Diesel Truck Cab and Chassis Units
11-054	Proposed Vacation of Right of Way of Old Inland Empire Highway
11-055	Detour Road Agreement at Bofer Canyon Road w/Department of Transportation
11-056	Print and Mail Contract w/The Master's Touch, LLC
11-057	Naming of Private Road; 825 PR SE to Hartley PR SE
11-058	Sign CRAB Project Waiver and Termination Form – Hanks Road, Crosby Road to Aller Road
11-059	Approving Change Order Number 2 for the Animal Control Facility
11-060	Awarding Construction of Health District TI to Siefken & Sons

11-061 Final Plat of Hidden Hills Phase 1 – SUB 09-02

There being no further business before the Board, the meeting adjourned at approximately 10:27 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2011

WHEREAS, on this 24th day of January, 2011, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal, drainage, hospital districts, fire protection districts, and other expenses; and,

WHEREAS, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2010-2011; and,

WHEREAS, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE,**

BE IT RESOLVED, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2011, taxes sufficient to raise the following amounts:

See attached Exhibit A

BENTON COUNTY ASSESSED VALUATION FOR 2011 . . . . . $13,903,637,676

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Taxing Districts; Treasurer; Assessor; Public Works; file

Prepared by: K Mercer

Exhibit A

BENTON COUNTY, WASHINGTON
January 13, 2011

TAXING DISTRICT	*LEVY VALUATION*	*$/1000*	*AMOUNT TO BE COLLECTED IN 2011*
STATE SCHOOL	13,840,020,682	2.14780488	$29,725,664
COUNTY-CURRENT EXPENSE	13,903,637,676	1.27186922	$17,683,609
COUNTY-MH & RETARDATION	13,903,637,676	0.02500000	$347,591
COUNTY-INDIGENT SOLDIER	13,903,637,676	0.01130000	$157,111
COUNTY-ADMIN REFUND	13,903,637,676	0.01831738	$254,678
CONSOLIDATED ROAD DISTRICT	3,027,078,081	1.82364388	$5,520,312
ADMIN REFUND	3,027,078,081	0.01276454	$38,639
BENTON CITY-CURRENT EXPENSE	108,047,544	1.24742354	$134,781
KENNEWICK - CURRENT EXPENSE	4,858,964,663	2.13448622	$10,371,393
KENNEWICK - ADMIN REFUND	4,858,964,663	0.02482380	$120,618
KENNEWICK-LIBRARY BOND	4,825,088,832	0.08310727	$401,000
PROSSER - CURRENT EXPENSE	417,262,490	2.90481418	$1,212,070
PROSSER - ADMIN REFUND	417,262,490	0.02875888	$12,000
PROSSER - FIRE STATION	414,470,003	0.37759065	$156,500
RICHLAND - CURRENT EXPENSE	4,711,097,355	2.67708291	$12,611,998
RICHLAND - POLICE STATION	4,687,928,967	0.05783428	$271,123
RICHLAND - COMMUNITY CTR/DEBT SERVICES	4,687,928,967	0.07045926	$330,308
RICHLAND - LIBRARY	4,687,928,967	0.20673052	$969,138
WEST RICHLAND - CURRENT EXPENSE	781,187,543	1.62805546	$1,271,817
FIRE DISTRICT #1-CURRENT EXPENSE	1,362,285,075	1.39916854	$1,906,068
FIRE DISTRICT #1-LTD BOND (2003)	1,362,285,075	0.03901562	$53,150
FIRE DISTRICT #1-K24 LTD BOND (2003)	297,178,320	0.03901562	$11,595
FIRE DISTRICT #1- VOTED BOND (2003)	1,646,435,351	0.10744727	$176,905
FIRE DISTRICT #2-CURRENT EXPENSE	357,769,991	1.50000000	$536,655
FIRE DISTRICT #2-BOND	354,213,825	0.26485979	$93,817
FIRE DISTRICT #2 EMS	357,769,991	0.50000000	$178,885
FIRE DISTRICT #3-CURRENT EXPENSE	452,380,335	0.98541953	$445,784
FIRE DISTRICT #3-BOND	458,460,720	0.21334434	$97,810
FIRE DISTRICT #4-CURRENT EXPENSE	1,051,118,398	1.29287110	$1,358,961
FIRE DISTRICT #4-BOND	1,051,118,398	0.03112589	$32,717
FIRE DISTRICT #4-BOND (2010)	1,051,118,398	0.17600301	$185,000
FIRE DISTRICT #4-EMS	1,051,118,398	0.50000000	$525,559
FIRE DISTRICT #5-CURRENT EXPENSE	89,879,889	0.72186548	$64,881
FIRE DISTRICT #6-CURRENT EXPENSE	468,560,402	0.93761017	$439,327
SCHOOL DISTRICT #116-BOND	985,515,609	1.36590623	$1,346,122
SCHOOL DISTRICT #116-M & O	985,515,609	3.25372677	$3,206,599
SCHOOL DISTRICT #17-BOND	6,006,690,689	1.70643046	$10,250,000
SCHOOL DISTRICT #17-M & O	6,006,690,689	3.21308371	$19,300,000
SCHOOL DISTRICT #200-BOND	37,344,862	2.36342040	$88,262
SCHOOL DISTRICT #200-M & O	37,344,862	1.62656829	$60,744
SCHOOL DISTRICT #400-BOND	5,587,934,885	1.32428171	$7,400,000
SCHOOL DISTRICT #400-M & O	5,587,934,885	3.09917713	$17,318,000
SCHOOL DISTRICT #50-BOND	358,554,630	0.47468359	$170,200
SCHOOL DISTRICT #50-M & O	358,554,630	0.38481723	$137,978
SCHOOL DISTRICT #52-BOND	466,608,771	1.39731621	$652,000
SCHOOL DISTRICT #52-M & O	466,608,771	4.59958134	$2,146,205
SCHOOL DISTRICT #53-BOND	378,008,912	1.08463051	$410,000
SCHOOL DISTRICT #53-M & O	378,008,912	3.70361638	$1,400,000
PROSSER HOSPITAL-CURRENT EXPENSE	1,726,659,305	0.38113569	$658,091
KENNEWICK HOSPITAL-CURRENT EXPENSE	8,032,711,972	0.14423601	$1,158,606
KENNEWICK HOSPITAL-ADM REFUND	8,032,711,972	0.00138744	$11,145
PORT OF BENTON-CURRENT EXPENSE	4,604,489,186	0.40436624	$1,861,900
PORT OF BENTON-BOND 1997	4,604,489,186	0.01449672	$66,750
PORT OF BENTON-ADMIN REFUND	4,604,489,186	0.00868717	$40,000
PORT OF KENNEWICK-CURRENT EXPENSE	9,299,148,490	0.09678305	$900,000
PORT OF KENNEWICK-CONSTRUCTION FUND	9,299,148,490	0.24076266	$2,238,888
PORT OF KENNEWICK-ADMIN REFUND	9,299,148,490	0.00344117	$32,000
MID-COLUMBIA LIBRARY SYSTEM	7,994,090,288	0.39019361	$3,119,243
MID-COLUMBIA LIBRARY SYSTEM-ADMIN REFUND	7,994,090,288	0.00271805	$21,728
BENTON CITY LIBRARY CAPITAL FACITLTY AREA	400,921,410	0.16171997	$64,837
			$161,756,761

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY: THE BENTON COUNTY BUSINESS TRAVEL AND EXPENSE POLICY; INCREASING THE REIMBURSEMENT RATE FOR MILEAGE AND ADOPTING THE FY2011 PER DIEM RATES; RESCINDING RESOLUTION NO. 10-123

WHEREAS, pursuant to RCW 2.36.150 and RCW 43.03.060, the mileage allowance paid for jury duty is prescribed by the Director of Financial Management; and

WHEREAS, the State of Washington, Office of Financial Management, and the Internal Revenue Service have adopted a new rate of $.51 per mile;

NOW, THEREFORE,

BE IT RESOLVED that effective February 1, 2011 the reimbursement rate for mileage shall be increased to $.51 per mile for all Benton County employees, expert witnesses, and other travelers authorized to travel by the County; and

BE IT FURTHER RESOLVED the Board adopts the FY2011 Per Diem Rates as published by the General Services Administration (GSA) and that the Board of Benton County Commissioners hereby approves the attached Business Travel and Expense Policy, as amended, and rescinds Resolution No. 10-123.

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: All Depts., Policy Book; Intranet

C. McKenzie

BUSINESS TRAVEL AND EXPENSE POLICY

I. PURPOSE

This guideline provides policies and procedures for authorizing business travel and for reporting reimbursable business expenses.

II. POLICY

It is the policy of Benton County that business travel and expenses be restricted to those activities that are necessary and clearly in the best interest of the County. All employees need to remain sensitive to potential negative public perceptions regarding business expenses incurred by government employees and to use prudence and good judgment when traveling at County expense. As such, Benton County is establishing a per diem only reimbursement method for meals incurred to conduct County business (except for the two provisions provided in section II, subsection A, paragraph 4).

Reimbursement for other travel expenses outside Benton County and for business expenses within the immediate area are limited to actual, necessary, and reasonable expenses in accordance with RCW 42.24. Established reimbursement rates for business travel are listed in Attachment 1. Meals are established at a per diem rate only (except for the two provisions provided in section II, subsection A, paragraph 4).

Business expenses are categorized as follows:

A. Allowable Expenses. Unless specific exceptions are granted by the approving authority, the following cost limitations apply:

1. Transportation. Travel is to be by the most direct route and by the most economical mode available in the form of transportation approved by the responsible elected official or department director/manager. If more expensive transportation is used, reimbursement is limited to costs that would have been incurred had the most economical means been used.

2. Mileage. Travelers using privately owned automobiles on County business will be reimbursed for actual miles driven at the established rate (see Attachment 1).

3. Lodging. Lodging should be at the lowest available government, corporate, or conference rate. Travelers may stay at the conference center hotel even if less expensive lodging is located nearby. Otherwise, travelers are to make use of the most economical, suitable accommodations available. County employees are not required to stay in lodgings of a quality inferior to those rated at one star in the appropriate Mobile Travel Guide (available at the Richland Public Library).

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AMENDMENT BETWEEN BENTON COUNTY AND THE BENTON-FRANKLIN FAIR ASSOCIATION FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per Resolution 06-025 Benton County and the Benton-Franklin Fair Association entered into a Lease Agreement to allow the Benton-Franklin Fair Association to privately operate an "area fair" as defined by RCW 15.76.120; and

WHEREAS, the Lease Agreement expired on December 31, 2010; and

WHEREAS, both parties wish to extend the Lease Agreement for an additional three (3) year period; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the attached Lease Amendment and is authorized to sign the same; and

BE IT FURTHER RESOLVED, the duration of the attached Lease Amendment commenced January 1, 2006 and expires December 31, 2013; and

BE IT FURTHER RESOLVED, the Benton-Franklin Fair Association's 2011 annual lease payment to Benton County shall be One Hundred Fifty Eight Thousand Five Hundred Seventy Eight Dollars and Eighty Cents ($158,578.80); and

BE IT FURTHER RESOLVED, the Benton-Franklin Fair Association's 2012 annual lease payment to Benton County shall be the 2011 annual lease payment increased by the lesser of: a) eighty percent (80%) of percent change in the Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve (12) month period ending June 2011; or b) three percent (3.0%); and

BE IT FURTHER RESOLVED, the Benton-Franklin Fair Association's 2013 annual lease payment to Benton County shall be the 2012 annual lease payment increased by the lesser of: a) eighty percent (80%) of percent change in the Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve (12) month period ending June 2012; or b) three percent (3.0%).

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, Fair Association

Prepared by: K Mercer

FAIRGROUNDS LEASE EXTENSION AND AMENDMENT

THIS FAIRGROUNDS LEASE EXTENSION AND AMENDMENT, is entered into and effective upon execution by BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "Lessor"), and the BENTON-FRANKLIN FAIR ASSOCIATION, a Washington non-profit corporation (hereinafter "Lessee").

WHEREAS, Lessor and Lessee entered into a lease effective January 1, 2006, for certain fairgrounds to allow Lessee to privately operate an "area fair" as defined by RCW 15.76.120 (the "Fairgrounds Lease"); and

WHEREAS, the Fairgrounds Lease provides that the term of the lease shall be from January 1, 2006, through December 31, 2010, unless terminated earlier as provided therein; and

WHEREAS, due to complexity of revising the Fairgrounds Lease, the limited time until expiration of that lease, and the recent and upcoming changing of members of the parties' boards, the parties wish to extend the Fairgrounds Lease for an additional three (3) year period upon terms consistent with the existing Fairgrounds Lease.

NOW THEREFORE, Lessor and Lessee hereby agree to the following in order to amend and extend the Fairgrounds Lease:

1. Lessor and Lessee agree that Section 3 of the Fairgrounds Lease shall be amended and replaced in its entirety with the following:

   Term of Lease. The term of this Lease shall be from January 1, 2006 through December 31, 2013, unless terminated earlier as provided herein.

2. Lessor and Lessee agree that Section 4 of the Fairgrounds Lease shall be amended and replaced in its entirety with the following:

   RENTAL FEE. Lessee agrees to pay to Lessor the sum of $150,000 for the year 2006 and $150,000 for the year 2007 for the use of the Leased Facilities.

   For the 2008 rental year, the annual lease payment shall be the 2007 lease payment increased by the lesser of: a) eighty percent (80%) of the percent change in Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve month period ending June 2007; or b) three percent (3.0%).

   For the 2009 rental year, the annual lease payment shall be the 2008 annual lease payment increased by the lessor of: a) eighty percent (80%) of the percent change in Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve month period ending June 2008; or b) three percent (3.0%).

Orig.: File - Commissioners
cc: Fairgrounds; Auditors; Treasurer; R. Ozuna; Benton-Franklin Fair Association LSK

For the year 2010, the annual lease payment shall be the 2009 annual lease payment increased by the lessor of: a) eighty percent (80%) of the percent change in Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve month period ending June 2009; or b) three percent (3.0%).

For the 2011 rental year, the annual lease payment shall be One Hundred Fifty Eight Thousand Five Hundred Seventy Eight Dollars and Eighty Cents ($158,578.80).

For the 2012 rental year, the annual lease payment shall be the 2011 annual lease payment increased by the lesser of: a) eighty percent (80%) of percent change in the Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve (12) month period ending June 2011; or b) three percent (3.0%).

For the 2013 rental year, the annual lease payment shall be the 2012 annual lease payment increased by the lesser of: a) eighty percent (80%) of percent change in the Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve (12) month period ending June 2012; or b) three percent (3.0%).

If this Lease is legally terminated for any reason by Lessor or Lessee between January 1st and April 30th of any year, Lessee's rent for that year shall be reduced to $37,500. If this Lease is legally terminated for any reason by Lessor or Lessee between May 1st and July 31st of any year, Lessee's rent for that year shall be reduced to $75,000. If this Lease is legally terminated for any reason by Lessor or Lessee after August 1st of any year, Lessee is obligated to pay the full amount of rent due for that year.

3. The undersigned on behalf of Lessee hereby personally represent and warrant that they are members of the Board of Directors of Lessee and that, prior to delivering this amendment/extension to Lessor for execution, the requisite number of signatures of board members have been obtained in order to constitute a valid action by and authorization of such board to bind Lessee to the terms of this amendment to and extension of the Fairgrounds Lease.

4. The Fairgrounds Lease and this amendment/extension shall be governed by the laws of the State of Washington and any legal proceeding arising therefrom shall be instituted and maintained only in a court of competent jurisdiction in Benton County, Washington.

5. Lessor and Lessee agree that this amendment/extension agreement and the Fairgrounds Lease as amended/extended is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated therein are specifically excluded.

6. Lessor and Lessee agree that except as modified by the above, all provisions of the Fairgrounds Lease shall remain the same and in effect and shall not be altered by this agreement.

Orig.: File - Commissioners

cc: Fairgrounds; Auditors; Treasurer; R. Ozuna; Benton-Franklin Fair Association LSK

DATE: _____

LESSOR: **BENTON COUNTY**

_____
Leo Bowman Chairman

_____
Shon Small , Member

_____
James Beaver , Member

Constituting the Board of
County Commissioners

Attest: _____
Clerk of the Board

STATE OF WASHINGTON)
) ss.
County of Benton)

I hereby certify that I know or have satisfactory evidence that Jim Beaver, Leo Bowman, and Max Benitz, Jr. signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at _____
My appt. expires: _____

DATE: _____

LESSEE: **BENTON-FRANKLIN FAIR ASSOCIATION**

_____
DOUG ELLIOTT, President

_____
DAN MCDANIEL, Vice-President

_____
JOHN LONG, Vice-President

_____
BRIAN GOULET, Treasurer

_____
TONI ZUNKER, Secretary

_____
DAN BLASDALE, Director

STATE OF WASHINGTON)
) ss.
County of Benton)

I hereby certify that I know or have satisfactory evidence that the above members of the board of directors of the Benton-Franklin Fair Association and officers thereof signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-29-10

Sandi Meredith
Notary Public in and for the State of
Washington, residing at Benton Co.
My appt. expires 6/25/12

SANDI I. MEREDITH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 25, 2012

Orig.: File - Commissioners
cc: Fairgrounds; Auditors; Treasurer; R. Ozuna; Benton-Franklin Fair Association LSK

MIKE CASEY, Director

GEORGE CLARY, Director

MIKE CHUBB, Director

SCOTT ENGLISH, Director

CHARLENE FANSLER, Director

SHERRY GARTSIDE, Director

DUANE HOWARD, Director

STEVE LANCASTER, Director

HALEY MEREDITH, Director

DOUG SELF, Director

KATHY UNDERWOOD, Director

HARVEY UNDERWOOD, Director

Orig.: File - Commissioners
cc: Fairgrounds; Auditors; Treasurer; R. Ozuna; Benton-Franklin Fair Association LSK

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BENTON COUNTY BOARD OF COMMISSIONERS TO SIGN THE CONTRACT BETWEEN BENTON COUNTY AND SIEFKEN AND SONS CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE BENTON COUNTY HEALTH DISTRICT BUILDING TENANT IMPROVEMENT (TI) PROJECT LOCATED IN KENNEWICK, WA

WHEREAS, as per Resolution 11-060 dated January 10, 2011 the Board of Benton County Commissioners awarded the construction of the Benton County Health Building Tenant Improvement (TI) project to Siefken & Sons Construction, Inc., Richland, WA – Contractors License No. SIEFKSC198MZ in the amount of $228,000.00 plus WSST as lowest responsible bidder, and authorized personnel to prepare the contract documents to be placed on the consent agenda at a later date; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioner, Benton County, Washington hereby concurs with the contract documents between Benton County and Siefken & Sons Construction, Inc. for the construction of the Benton County Health District Building Tenant Improvement (TI) project for a contract amount of $228,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the contract between Benton County and Siefken & Sons Construction, Inc. attached hereto.

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

Orig: Lisa Small
cc: Auditor; R. Ozuna; E. Thornbrugh; Siefken & Sons, Inc.; BWA

Small

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "OWNER"), and **SIEFKEN & SONS CONSTRUCTION, INC.** a corporation authorized to do business in the State of Washington with its principal offices at 1305 Mansfield, Suite 1, Richland, WA 99352 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents, which are hereby incorporated by reference:

a. Exhibit B1 - Proposal Form
b. Exhibit B2 - Proposal Schedule
c. Exhibit D - Affidavit of Non-Collusion
d. Exhibit E - Anti-Discrimination Certificate
e. Exhibit J - Washington State Prevailing Wage Rates
f. Drawing Set - Permit and Pricing Set dated December 6, 2010
g. Addenda No. 1, 2, 3, 4, & 5

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and in accordance with the start date outlined in the Notice to Proceed and shall terminate 90 calendar days thereafter, unless earlier terminated pursuant to Section 17 herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than 90 days from the date outlined in the Notice to Proceed.

3. LIQUIDATED DAMAGES

Liquidated Damages relating to failure to complete this project within 90 days from the date noted in the Notice to Proceed will be $500/per day.

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACT, #E11-186, FOR E911 WITH THE WASHINGTON STATE MILITARY DEPARTMENT

BE IT HEREBY RESOLVED that Leo M. Bowman, Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the E911 Contract.

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

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Emergency Management

Flores

Washington State Military Department
CONTRACT FACE SHEET

1. Contractor Name and Address:	2. Contract Amount:	3. Contract Number
Benton County **651 Truman Avenue** **Richland, Washington 99352**	**$49,047**	**E11-186**
4. Contractor's Contact Person, phone number: **James Barber / 509.628.8595** **j.barber@bces.wa.gov**	5. Contract Start Date **January 1, 2011**	6. Contract End Date **September 15, 2011**
7. MD Program Manager/phone number: **Lorri Gifford / 253.512.7013** **l.gifford@emd.wa.gov**	8. Data Universal Numbering System (DUNS #): **945671287**	9. UBI # (state revenue): **035-000-911**

10. Funding Authority:
Washington State Military Department and **State Enhanced 911 Funds**

11. Funding Source Agreement #:	12. Program Index# & Obj/SubObj:	13. CFDA # & Title:	14. TIN or SSN:
RCW 38.52.510, .540, .545 **Chapter 118-66 WAC**	**71281; 71282 NZ**	**NA**	**91-6015119**

15. Service Districts:	16. Service Area by County(ies):	17. Women/Minority-Owned, State Certified?:
(BY LEGISLATIVE DIST): **15** (BY CONGRESSIONAL DIST): **4**	**Benton County**	☒ N/A ☐ NO ☐ YES, OMWBE #

18. Contract Classification:
☐ Personal Services ☐ Client Services ☒ Public/Local Gov't
☐ Collaborative Research ☐ A/E ☐ Other

19. Contract Type (check all that apply):
☒ Contract ☐ Grant ☐ Agreement
☐ Intergovernmental (RCW 39.34) ☐ Interagency

20. Contractor Selection Process:
☒ "To all who apply & qualify" ☐ Competitive Bidding
☐ Sole Source ☐ A/E RCW ☐ N/A
☐ Advertised? ☐ YES ☐ NO

21. Contractor Type (check all that apply)
☐ Private Organization/Individual ☐ For-Profit
☒ Public Organization/Jurisdiction ☒ Non-Profit
☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER

22. BRIEF DESCRIPTION:
To the extent of available funds, provide reimbursement to the Contractor (County) for certain approved incurred eligible Coordinator Professional Development, Operational, and Year End Supplemental expenses as described in WAC 118-66-050 and E911 policies incorporated herein by reference in the amounts described in the Budget attached as Exhibit C.

IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions (Exhibit A), Statement of Work (Exhibit B) and Budget (Exhibit C) govern the rights and obligations of both parties to this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

(a) **Applicable Federal and State Statutes and Regulations**
(b) **Statement of Work**
(c) **Special Terms and Conditions**
(d) **General Terms and Conditions, if attached, and**
(e) **any other provisions of the contract incorporated by reference.**

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

WHEREAS, the parties hereto have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT:

Signature Date
James M. Mullen, Director
Emergency Management Division
Washington State Military Department

APPROVED AS TO FORM:
Chad C. Standifer (signature on file) 11/22/10
Assistant Attorney General

FOR THE CONTRACTOR:

Signature Date
~~James R. Beaver~~, Chairman LEO BOWMAN
Board of County Commissioners
for
Benton County

Form 10/27/00 kdb

f

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES PROVIDED TO WEST RICHLAND

WHEREAS, the Benton County Geographic Information Systems (GIS) Department possesses the staff and resources to provide GIS services, such as digital data conversion and data creation; and

WHEREAS, the City of West Richland has agreed to pay the Benton County GIS Department to update their digital base mapping features covering the City Limits of West Richland and to provide additional GIS services, such as training and analysis; and

WHEREAS, the resultant digital base mapping data will benefit both Benton County and the City of West Richland; and

WHEREAS, a contract has been prepared for the services necessary to update the City of West Richland's base mapping layers and to provide additional GIS support, as specified in the Interlocal Agreement for GIS Services; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners that the agreement for GIS services between Benton County and the City of West Richland is hereby approved, and that the Chairman is authorized to sign said agreement.

Dated this 24th day of January, 2011

_____
Chairman of the Board

_____
Member

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

CITY OF WEST RICHLAND
RESOLUTION NO. 1- 11

A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST RICHLAND AND BENTON COUNTY FOR GIS SERVICES

WHEREAS, the City of West Richland is desirous of establishing an agreement with Benton County for certain technical assistance, and

WHEREAS, Benton County possesses the technical planning staff and resources with the necessary expertise to provide the requires services, and

WHEREAS, the parties desire to enter into this agreement as authorized by the Interlocal Cooperation Act, RCW 39.34 et seq., and

WHEREAS, an Interlocal Agreement defining the responsibilities of Benton County and the City of West Richland has been prepared by Benton County's Deputy Prosecuting Attorney and has been approved as to form and content by the City Attorney, and

NOW, THEREFORE, be it resolved that the Interlocal Agreement by and between the City of West Richland and Benton County for GIS Services is hereby approved and the Mayor is authorized to sign and execute said agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, this 3rd day of January, 2011.

Donna Noski, Mayor

ATTEST:

Julie Richardson, City Clerk

APPROVED AS TO FORM:

Bronson Brown, City Attorney

INTERLOCAL AGREEMENT FOR GIS SERVICES

THIS AGREEMENT, is entered into by BENTON COUNTY, hereinafter referred to as "BENTON, and the CITY OF WEST RICHLAND, whose address is 3801 West Van Giesen Street, West Richland, WA 99353, hereinafter referred to as "WEST RICHLAND."

WHEREAS, WEST RICHLAND is desirous of establishing an agreement with BENTON for certain technical assistance; and,

WHEREAS, BENTON possesses the technical planning staff and resources with the necessary expertise to provide the required services;

WHEREAS, the parties desire to enter into this agreement as authorized by the Interlocal Cooperation Act, RCW 39.34 et seq.

WHEREAS, no separate entity will be created pursuant to this agreement.

NOW THEREFORE, the parties do mutually agree as follows:

I. GENERAL PROJECT DESCRIPTION

Scope of Services. Services performed under this agreement are described in Attachment "A".

II. COMPENSATION AND METHOD OF PAYMENT

2.1 The amount of compensation and reimbursement to be paid by WEST RICHLAND under this agreement is described in Attachment "B".

2.2 Agents, employees, servants, or representatives of either party shall not be deemed to be employees, agents, servants, or representatives of the other party for any purpose as a result of this agreement. Each party shall assume full responsibility for payments of federal, state and local employment taxes or contributions for its employees.

2.3 BENTON will deliver products as described in Attachment "A" as each requested service is completed. WEST RICHLAND shall have 30 working days from receipt of each set of deliverables to deliver written notice to BENTON if the product is unacceptable. Each set of deliverables shall be deemed satisfactory and compliant with the terms of this Agreement if timely notice to the contrary is not received by BENTON. Upon full payment of all amounts owned hereunder, the requested GIS products shall be owned by WEST RICHLAND.

III. TERM

3.1 The services to be provided by BENTON pursuant to this contract shall commence January 1, 2011 and shall continue in effect until December 31, 2012.

3.2 Termination for Convenience. Either WEST RICHLAND or BENTON may effect termination of this agreement upon thirty (30) days written notice of either party to the other party. If the agreement is terminated, WEST RICHLAND will compensate BENTON as provided herein for all services performed.

9

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	**PRESENTED BY:** Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services

ITEM: (Select One) __X__ Consent Agenda
_____ To Be Brought Before the Board. Suggested Date: _____
Time needed: _____ minutes

SUBJECT / ISSUE:
Appreciation of Kennewick Police Captain Keith Sharp

FISCAL IMPACT:
There is no fiscal impact for this recognition.

ACTION(S) REQUESTED:
To approve signing proposed Resolution to allow Kennewick Police Captain Keith Sharp to be recognized for his dedication and commitment to the Crisis Intervention Teams training (CIT).

BACKGROUND:
CIT training has been made available to regional and statewide agencies, which are aimed at the recognition and safe management of persons in distress related to mental illness. CIT Programs are credited nationally with a reduction in the use of force with mentally ill suspects and a corresponding reduction in officer injury.

COORDINATION:
Ed Thornbrugh, Administrator
Benton/Franklin Department of Human Services

RECOMMENDATION:
Approve the proposed Resolution by signing all the copies where indicated.

HANDLING / ROUTING:
1. Benton County Commissioners' Office- Marilu Flores, Administrative Secretary
2. Franklin County Commissioners' Office- Toni Fulton, Administrative Assistant
3. Benton/Franklin Department of Human Services- Maria Loera, Senior Secretary

ATTACHMENTS:
1. Resolution (4)
2. Certificate of Appreciation (1)

I certify the above information is accurate and complete.

_____
Signature (unsigned reports will not be accepted)

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF APPRECIATION OF KENNEWICK POLICE CAPTAIN KEITH SHARP

WHEREAS, Captain Keith Sharp has demonstrated ongoing support for the Crisis Intervention Teams training (CIT), and

WHEREAS, Captain Sharp has championed the development and implementation for the CIT training, and has been instrumental in communicating the program value to the regional leadership, and

WHEREAS, CIT training has been made available to regional and statewide agencies, which are aimed for the recognition and safe management of persons in distress related to mental illness, and are credited nationally with a reduction in the use of force with mentally ill suspects and a corresponding reduction in officer injury.

WHEREAS, the Benton & Franklin Counties Department of Human Services wishes to thank him; **NOW THEREFORE**,

BE IT RESOLVED, that Captain Keith Sharp is hereby recognized for his dedication and commitment to the Crisis Intervention Teams training (CIT).

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

James Beaver, Chair

Shon Small, Chair Pro Tem

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

Attest:

Clerk of the Board

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

Robert E. Koch, Chair

Rick Miller, Chair Pro Tem

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

Attest:

Clerk of the Board

Originals (4): Benton & Franklin County, Human Services, Captain Keith Sharp

Loera

h

Benton and Franklin Counties

Board of Commissioners

Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services

ITEM: (Select One) __X__ Consent Agenda
_____ To Be Brought Before the Board. Suggested Date: _____
Time needed: _____ minutes

SUBJECT / ISSUE:
Appreciation of Kennewick Police Officer Duane Kist.

FISCAL IMPACT:
There is no fiscal impact for this recognition.

ACTION(S) REQUESTED:
To approve signing proposed Resolution to allow Kennewick Police Officer Duane Kist to be recognized for his dedication and commitment to the Crisis Intervention Teams training (CIT).

BACKGROUND:
CIT training has been made available to regional and statewide agencies, which are aimed at the recognition and safe management of persons in distress related to mental illness. CIT Programs are credited nationally with a reduction in the use of force with mentally ill suspects and a corresponding reduction in officer injury.

COORDINATION:
Ed Thornbrugh, Administrator
Benton/Franklin Department of Human Services

RECOMMENDATION:
Approve the proposed Resolution by signing all the copies where indicated.

HANDLING / ROUTING:
1. Benton County Commissioners' Office- Marilu Flores, Administrative Secretary
2. Franklin County Commissioners' Office- Toni Fulton, Administrative Assistant
3. Benton/Franklin Department of Human Services- Maria Loera, Senior Secretary

ATTACHMENTS:
1. Resolution (4)
2. Certificate of Appreciation (1)

I certify the above information is accurate and complete.

_____
Signature (unsigned reports will not be accepted)

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF APPRECIATION OF KENNEWICK POLICE OFFICER DUANE KIST

WHEREAS, Officer Duane Kist has demonstrated ongoing support for the Crisis Intervention Teams training (CIT), and

WHEREAS, Officer Kist has championed the development and implementation for the CIT training, and he has been instrumental in organizing the training curriculum and managing the training facility, and

WHEREAS, CIT training has been made available to regional and statewide agencies, which are aimed at the recognition and safe management of persons in distress related to mental illness. CIT Programs are credited nationally with a reduction in the use of force with mentally ill suspects and a corresponding reduction in officer injury.

WHEREAS, the Benton & Franklin Counties Department of Human Services wishes to thank him; **NOW THEREFORE**,

BE IT RESOLVED, that Officer Duane Kist is hereby recognized for his dedication and commitment to the Crisis Intervention Teams training (CIT).

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

_____
Leo Bowman, Chair

_____
Shon Small, Chair Pro Tem

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

Attest:

_____
Clerk of the Board

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

_____
Robert E. Koch, Chair

_____
Rick Miller, Chair Pro Tem

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

Attest:

_____
Clerk of the Board

Originals (4): Benton & Franklin County, Human Services, Captain Keith Sharp

Loera

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	**PRESENTED BY:** Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services

ITEM: (Select One)
__X__ Consent Agenda
_____ To Be Brought Before the Board. Suggested Date: _____
_____ Time needed: _____ minutes

SUBJECT / ISSUE:
Approval of Amendment #09/11-MH-NONPIHP-CFCS-01, in the matter of execution of an Agreement Amendment with Catholic Family & Child Services of the Tri-Cities to amend Section 4, Statement of Work.

FISCAL IMPACT:
Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

ACTION(S) REQUESTED:
To approve signing Amendment #09/11-MH-NONPIHP-CFCS-01 with Catholic Family & Child Service of the Tri-Cities and authorize the Chair to sign on behalf of the Board.

BACKGROUND:
The Benton/Franklin Department of Human Services contracts with Catholic Family & Child Service of the Tri-Cities to provide Mental Health services in Benton and Franklin Counties. The purpose of this Amendment is to amend Section 4, Statement of Work.

COORDINATION:
Ed Thornbrugh, Administrator
Benton/Franklin Department of Human Services

RECOMMENDATION:
Sign the attached resolution to accept the proposed Amendment.
Approve the proposed Amendment by signing all the copies where indicated.

HANDLING / ROUTING:
Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary

ATTACHMENTS:
1. Resolution (3)
2. Amendments (3)

I certify the above information is accurate and complete.

_____

Revised 12/21/09

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 EXECUTION OF AMENDMENT #09/11-MH-NONPIHP-CFCS-01 TO PROVIDE MENTAL HEALTH SERVICES BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CATHOLIC FAMILY & CHILD SERVICE OF THE TRI-CITIES

WHEREAS, the purpose of this Amendment is to amend Section 4, Statement of Work; and

WHEREAS, the consideration methodology is unchanged; and

WHEREAS, the Agreement is effective July 1, 2010 and remains effective until September 30, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Amendment #09/11-MH-NONPIHP-CFCS-01.

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

_____
Chair, Benton County Commissioners

_____
Chair, Pro Tem

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

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

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

_____
Chair, Franklin County Commissioners

_____
Chair, Pro Tem

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

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

Loera

j

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	**PRESENTED BY:** Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services

ITEM: (Select One)
__X__ Consent Agenda
_____ To Be Brought Before the Board. Suggested Date: _____
Time needed: _____ minutes

SUBJECT / ISSUE:
Approval of Amendment #09/11-MHPIHP-CFCS-01, in the matter of execution of an Agreement Amendment with Catholic Family & Child Services of the Tri-Cities to amend Section 4, Statement of Work.

FISCAL IMPACT:
Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

ACTION(S) REQUESTED:
To approve signing Amendment #09/11-MHPIHP-CFCS-01 with Catholic Family & Child Service of the Tri-Cities and authorize the Chair to sign on behalf of the Board.

BACKGROUND:
The Benton/Franklin Department of Human Services contracts with Catholic Family & Child Service of the Tri-Cities to provide Mental Health services in Benton and Franklin Counties. The purpose of this Amendment is to amend Section 4, Statement of Work.

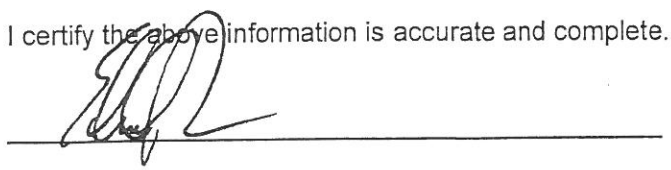
COORDINATION:
Ed Thornbrugh, Administrator
Benton/Franklin Department of Human Services

RECOMMENDATION:
Sign the attached resolution to accept the proposed Amendment.
Approve the proposed Amendment by signing all the copies where indicated.

HANDLING / ROUTING:
Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary

ATTACHMENTS:
1. Resolution (3)
2. Amendments (3)

I certify the above information is accurate and complete.



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 EXECUTION OF AMENDMENT #09/11-MHPIHP-CFCS-01 TO PROVIDE MENTAL HEALTH SERVICES BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CATHOLIC FAMILY & CHILD SERVICE OF THE TRI-CITIES

WHEREAS, the purpose of this Amendment is to amend Section 4, Statement of Work; and

WHEREAS, the consideration methodology is unchanged; and

WHEREAS, the Agreement is effective July 1, 2010 and remains effective until September 30, 2011, NOW THEREFORE,

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Amendment #09/11-MHPIHP-CFCS-01.

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

_____
Chair, Benton County Commissioners

_____
Chair, Pro Tem

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

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

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

_____
Chair, Franklin County Commissioners

_____
Chair, Pro Tem

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

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

Loera

K

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED:	**PRESENTED BY:** Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services

ITEM: (Select One) __X__ Consent Agenda
_____ To Be Brought Before the Board. Suggested Date: _____
Time needed: _____ minutes

SUBJECT / ISSUE:
Joint Resolution appointing Cyndi O'Bannon to the Developmental Disabilities Advisory Board.

FISCAL IMPACT:
None

ACTION(S) REQUESTED:
To approve signing the Joint Resolution to appoint Cyndi O'Bannon to the Developmental Disabilities Advisory Board for a three year term ending on December 31, 2013.

BACKGROUND:
The Benton/Franklin Department of Human Services Developmental Disabilities Advisory Board consists of nine members appointed by the Boards of Commissioners for Benton and Franklin Counties. Cyndi O'Bannon the member recommended for appointment has expressed interest and willingness to be appointed, and the appointment has been approved by the Developmental Disabilities Advisory Board.

COORDINATION:
Ed Thornbrugh, Administrator
Benton/Franklin Department of Human Services

RECOMMENDATION:
Sign the attached resolution to appoint one member to the Developmental Disabilities Advisory Board.

HANDLING / ROUTING:
1. Benton County Commissioners' Office- Marilu Flores, Administrative Secretary
2. Franklin County Commissioners' Office- Toni Fulton, Administrative Assistant
3. Benton/Franklin Department of Human Services- Maria Loera, Senior Secretary

ATTACHMENTS:
1. Resolution (4)

I certify the above information is accurate and complete.

_____

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 APPOINTMENTS TO THE DEVELOPMENTAL DISABILITIES ADVISORY BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on October 10, 2005 by resolution #05-634, and by Franklin County on September 21, 2005 by resolution #2005-391, re-creating the Benton-Franklin Counties' Developmental Disabilities 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 Developmental Disabilities Advisory Board with the resignation of Joe Montgomery; and

WHEREAS, Cyndi O'Bannon has demonstrated interest and indicated willingness to accept appointment to the Developmental Disabilities Advisory Board, 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 Developmental Disabilities Advisory Board for Cyndi O'Bannon,
WA 99337, to fill Mr. Montgomery's 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, C. O'Bannon

Loera

AGENDA ITEM: Consent **MEETING DATE:** B/C 1-24-11 F/C 1-19-11 **SUBJECT:** Contract with J & J Security & Transport, Inc. to provide security to the Juvenile Justice Center **Prepared By:** Sharon A. Paradis **Reviewed By:**	**TYPE OF ACTION NEEDED** Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

J&J Security has been providing security and juvenile transportation services to the Juvenile Justice Center since 1996. J & J Security & Transport, Inc. performs security services to maintain a safe work environment for staff and clients, which includes the additional security officers and screening especially during high-risk hearings. The contract period is from January 01, 2011 through December 31, 2013.

SUMMARY

The Agreement between Benton-Franklin Counties Juvenile Justice Center and J&J Security sets forth the parameters to provide security to the staff and public at the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Contract between Benton-Franklin Juvenile Justice Center and J&J Security & Transport, Inc. for the period of January 01, 2011 through December 31, 2013.

FISCAL IMPACT

The rates are included in the Benton-Franklin Counties Juvenile Justice Center's 2010 Budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Contract between Benton-Franklin Counties Juvenile Justice Center and J&J Security & Transport, Inc., to provide security and juvenile transportation services for the Juvenile Justice Center for the period of January 01, 2011 through December 31, 2013.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND J & J SECURITY & TRANSPORT, INC., and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between J & J Security & Transport, Inc., and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing upon January 1, 2011 and terminating on December 31, 2013, **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 Personal Services Contract.

DATED this 19th day of January 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 24th day of January 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-J & J Security & Transport, Inc. 1-Juvenile

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT
BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND J & J SECURITY & TRANSPORT, INC.

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-County agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and J & J Security & Transport, Inc. with its principal offices at 1907 S Highlands BLVD, West Richland, WA 99353-4459 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2011 through December 31, 2013. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The Contractor shall perform services as follows:

A. Security Services:

(1) The Contractor shall perform security services to maintain a safe work environment for staff and clients of the Counties.

(2) The Contractor shall provide one full time, regular or reserve, commissioned Police Officer, who is current with all training, to serve as a Security Officer, to maintain the control needed in the areas outlined below. All other officers implied by the Contractor shall have past law enforcement experience, correctional experience, and/or MP military experience, possess current firearms certification, and have completed

m

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 1-24-11 F/C 1-19-11	Executive Contract xx	CONSENT AGENDA xx
SUBJECT: Signature on Letter to Richard D. Cornish, Ph.D terminating contract	Pass Resolution xx	PUBLIC HEARING
Prepared By: Sharon Paradis	Pass Ordinance	1ST DISCUSSION
Reviewed By:	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

Benton and Franklin Counties entered into a Contract with Richard Cornish, Ph.D for sex offender treatment services effective in January 2009. In July of that year Dr. Cornish notified the Juvenile Justice Center that he was retiring and would no long be available to provide serives under the contract after July 31, 2009. Though no services have been provide or compensated under the contract since that time, the contract does not technically terminate until December 21, 2011. The contract should be closed due to the lack of activity and termination requires written notice of termination to be mailed certified to Dr. Cornish.

SUMMARY

The Resolution authorized the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners to sign the letter to Richard D. Cornish, Ph.D, which will serve as notice of early termination of the contract as provided in section 8 of the contract.

RECOMMENDATION

I recommend that the Boards of County Commissioners approve the resolution authorizing the signature on the letter notifying TCI Cablevision of non-renewal of the Bulk Rate Agreement.

FISCAL IMPACT

There is no fiscal impact.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, Leo Bowman, and the Chairman of the Board of Franklin County Commissioners, Robert E. Koch, be and they hereby are authorized to sign, on behalf of their respective county, the letter notifying Richard D. Cornish, Ph.D of termination of the contract.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

TERMINATION OF PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND RICARD D. CORNISH, PH.D

WHEREAS, the Juvenile Court Administrator was notified in writing by Richard D. Cornish, Ph.D. that he was terminating his practice and would no longer be available to provide services under this contract effective July 30, 2009 ; and

WHEREAS, the original contract with Richard D. Cornish, Ph.D was approved per Benton County Resolution 09 521 and Franklin County Resolution 2009 345; and

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

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 letter Richard D. Cornish, Ph.D terminating the CONTRACT.

DATED this 24TH day of January 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 19th day of January 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-TCI, 1-Juvenile

AGENDA ITEM: Consent **MEETING DATE:** B/C 01-24-11 F/C 01-19-11 **SUBJECT:** Contract with the City of Benton City for Graffiti Abatement Program **Prepared By:** Donna A. Lee **Reviewed By:** Sharon Paradis	**TYPE OF ACTION NEEDED** Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

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

SUMMARY

The City of Benton City feels it is in the best interest of their City to continue the GAP through the Benton-Franklin Counties Juvenile Justice Center for the period of January 1, 2011 through December 31, 2011.

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

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

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the proposed Fee for Services Contract between the Juvenile Court and City of Benton City be approved as presented for a term commencing January 1, 2011, and terminating on December 31, 2011, NOW, THEREFORE,

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

DATED this 24th day of January 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 19th day of January 2011
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

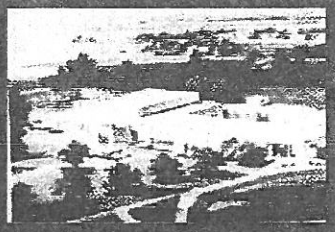
_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-City of Benton City, 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



HARON PARADIS, Administrator
uvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FEE FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT PROGRAM TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Benton City, with its principal offices at 708 Ninth ST, PO Box 70, Benton City, WA, 99320-0070 (hereinafter "City").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011, and shall expire on December 31, 2011.

2. SERVICES PROVIDED

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

A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner, keeping in mind that his/her actions reflect on both the Counties and City.

B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed to the extent such is feasible. GAP crews are scheduled to work on Saturday and Sunday from 9:00 a.m. until 3:00 p.m. pacific standard time, excluding holidays. All parties hereby agree that all graffiti abatement type work provided for herein this Contract will solely be performed and completed during these above days and times during the term of this Contract.

AGENDA ITEM: Consent **MEETING DATE:** B/C 1-24-11 **SUBJECT:** Approving Payment to Daryl Burnett for Snow Removal **Prepared By:** Jennifer Bowe **Reviewed By:** Sharon Paradis	**TYPE OF ACTION NEEDED** Executive Contract ____ Pass Resolution XX Pass Ordinance ____ Pass Motion ____ Other ____	CONSENT AGENDA XX PUBLIC HEARING ____ 1ST DISCUSSION ____ 2ND DISCUSSION ____ OTHER ____

BACKGROUND INFORMATION

In November and December the Tri-Cities experienced inclement weather. Unfortunately the Benton Franklin Counties Juvenile Justice Center did not have a contract in place at the time for snow removal from the parking lots areas at the Juvenile Justice Center. Given the severity of the ice, snow and risk factors involved, the Facilities Supervisor contacted the local contractor that maintains the parking lots across the street from the Juvenile Justice Center.

SUMMARY

It was determined that Daryl Burnett was immediately responsive and available to perform emergency snow removal on such short notice. Secondly, Mr. Burnett was able to clear all parking lot areas prior to staff arrival.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County approve payment for snow removal to Daryl Burnett.

FISCAL IMPACT

Costs related to snow removal were included in the approved Juvenile Facilities Department #172 budget.

MOTION

I move that the Board of Commissioners of Benton County sign the Resolution authorizing payment for emergency snow removal.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING PAYMENT TO DARYL BURNETT FOR EMERGENCY WORK TO REMOVE SNOW AND ICE FROM THE PARKING LOTS AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, in November and December 2010 we experienced inclement weather which declared the parking lots unsafe on numerous occasions; and

WHEREAS, Benton-Franklin Counties Juvenile Justice Center did not have a contract in place for snow removal at the Benton-Franklin Counties Juvenile Justice Center; and

WHEREAS, Benton-Franklin Counties Juvenile Justice Center maintenance Supervisor was not equipped for snow removal, necessitating the need to hire a contractor immediately; and

WHEREAS, Daryl Burnett was contacted by telephone to determine availability for emergency service; and

WHEREAS, Daryl Burnett was immediately responsive and available to perform the emergency snow removal on short notice; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED that the Board of Benton County Commissioners hereby approves payment to Daryl Burnett in the amount of $1,900.00 exclusive of Washington State Sales Tax.

Dated this 24th day of January, 2011

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: BC Commissioners, Auditor, Juvenile

AGENDA ITEM: Consent MEETING DATE: B/C 1-24-11 SUBJECT: Approving Payment to Intelligent Lighting Controls, Inc. Prepared By: Jennifer Bowe Reviewed By: Sharon Paradis	**TYPE OF ACTION NEEDED** Executive Contract ____ Pass Resolution XX Pass Ordinance Pass Motion ____ Other ____	CONSENT AGENDA xx PUBLIC HEARING ___ 1ST DISCUSSION ___ 2ND DISCUSSION ___ OTHER ___

BACKGROUND INFORMATION

In 2009, the Boards of Commissions of Benton and Franklin Counties approved replacement and upgrades to the existing electrical panels and software that control the lights in the detention facility. The existing system, which was installed during the expansion of the detention facility in 1997 was no longer being manufactured and required updates to the existing system. We were delayed in upgrading the system in 2009 and ultimately requested a Supplemental Appropriation to the 2010 Benton-Franklin Counties Juvenile Fund No. 0115-101, Department 172.

SUMMARY

Intelligent Lighting Controls, Inc. was the original manufacturer of the lighting system and was identified as a single source supplier for the upgrades to the existing electrical panels and software. Intelligent Lighting Controls, Inc. was immediately responsive and available to provide electrical panel and software upgrades necessary.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County approve payment for electrical panel and software upgrades to Intelligent Lighting Controls, Inc. in the amount of $47,061.25 exclusive of Washington State Sales Tax.

FISCAL IMPACT

Costs related to electrical panel and software upgrades were approved via Supplemental Appropriation and are included in the Juvenile Facilities Department #172 budget.

MOTION

I move that the Board of Commissioners of Benton County sign the Resolution authorizing payment for electrical panel & software upgrades.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING UPGRADED ELECTRICAL PANELS AND SOFTWARE FOR USE AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, In October 2010, the Boards of Commissioners of Benton and Franklin Counties approved a Supplemental Appropriation to the 2010 Benton-Franklin Counties Juvenile Fund No. 0115-101, Department 172 for upgrades to the electrical panels and software that control the lights in the Juvenile Detention Facility; and

WHEREAS, the existing panels and software system, which was installed during the expansion of the detention facility is no longer supported by the manufacturer and required updates. The Facilities Supervisor identified Intelligent Lighting Controls, Inc. as the original manufacturer and as a single source supplier for upgrades to the existing electrical panels and software; and

WHEREAS, Intelligent Lighting Controls, Inc. was responsive and available to provide upgraded panels and software; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves payment to Intelligent Lighting Controls, Inc. in the amount of $47,061.25 exclusive of Washington State Sales Tax.

Dated this 24th day of January 2011.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Juvenile, Auditor, Commissioners

9.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT AMENDMENT BCDC0710CEH002A3 WITH ATTORNEY CATHERINE E HARKINS FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT

WHEREAS, Benton County is legally obligated to provide criminal defense services to indigent defendants in Benton County District Court; and

WHEREAS, in order to have fine grained control over District Court contract defense expenditures the Benton County Office of Public Defense deliberately planned and budgeted to handle up to 360 case appointments using "overflow" appointments where the cases would be compensated on a per-case basis instead of per-contract basis; and

WHEREAS, in return for added responsibilities to provide representation at certain compliance dockets the Office of Public Defense agreed to contract with attorney Catherine E Harkins ("Attorney") to provide indigent defense services on up to 100 of these budgeted and anticipated 360 case equivalents of overflow during calendar year 2010; and

WHEREAS, after reaching this agreement in early 2010 a contract amendment was prepared but somehow was not forwarded to the Board of Commissioners for full execution; and

WHEREAS, Attorney nevertheless completed all duties contemplated by this contract amendment during 2010, including attendance at certain compliance dockets and accepting overflow appointments; and

WHEREAS, it is appropriate, and in the best interests of Benton County to execute the attached amendment with a retroactive effective date of June 1, 2010 so that Attorney may be compensated for services he has provided in 2010;

NOW THEREFORE, BE IT RESOLVED THAT professional services agreement amendment BCDC0710CEH002A3 for indigent defense services with attorney Catherine E Harkins be executed as presented.

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

cc: Original – OPD, Catherine E Harkins
Copy – R. Ozuna, Auditor, Superior Court

Amendment to Professional Services Agreement #BCDC0710CEH002

Between

Benton County and Catherine E Harkins To Provide Legal Representation to Indigent Persons In Benton County District Court

WHEREAS County has a need for additional coverage for compliance dockets in Benton County District Court since they have now been consolidated on Mondays;

WHEREAS Attorney is willing and capable of assisting in providing coverage for such consolidated compliance dockets;

WHEREAS County has specifically budgeted for, planned for, and anticipates case appointments in Benton County District Court above and beyond that which existing contract attorneys are able to handle;

THEREFORE the underlying agreement shall be amended as follows:

1. The following language shall be added at the end of the first paragraph of section 11 "Scope of Representation: File Retention:"

"Furthermore, and completely separate from any other case appointments referenced herein, Attorney shall attend the afternoon half of the first Benton County District Court compliance docket of each month and shall, at that docket, provide legal representation to all defendants appearing on the docket for compliance cases. The legal representation provided at these dockets shall not be continuing in nature and shall not be considered for purposes of calculating Attorney's case equivalent credit. Attorney shall be permitted to exchange docket coverage days with attorney Ryan Swinburnson in any manner in which Attorney sees fit, so long as coverage by either attorney Ryan Swinburnson or Attorney is provided. If the first compliance docket of the month falls on a legal holiday, then Attorney shall provide coverage at another half-day compliance docket during that same month."

2. The following language shall be added at the end of the currently existing section 7 "Number of Appointments" in addition to previously added language:

"During each year when District Court appointments exceed the ability of District Court contract attorneys to accept such appointments by reason of their contractually mandated case caps, Attorney shall have first right of refusal to 100 of the first 200 of such excess cases, with attorney Ryan Swinburnson being entitled to first right of refusal as to the other 100 cases. These excess case appointments shall be compensated at the rate of $169.05 per case for 2010 and at the rate of $165 per case for years 2011 and 2012. In

order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of compensation shall then be processed as if it were an out-of-pocket expense as described in section 13 "Costs and Expenses."

Since Attorney has been already providing the services described above, this amendment shall be effective retroactively to June 1, 2010.

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

This amendment shall be designated with the following identifier:
BCDC00710CEH002A3

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

Date: _____

Benton County

_____
Chairman

_____
Commissioner

_____
Commissioner

Date: 1/5/2011

Attorney

Approved as to form and content:

_____
Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT AMENDMENT BCDC0710RMS002A3 WITH ATTORNEY RYAN M SWINBURNSON FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT

WHEREAS, Benton County is legally obligated to provide criminal defense services to indigent defendants in Benton County District Court; and

WHEREAS, in order to have fine grained control over District Court contract defense expenditures the Benton County Office of Public Defense deliberately planned and budgeted to handle up to 360 case appointments using "overflow" appointments where the cases would be compensated on a per-case basis instead of per-contract basis; and

WHEREAS, in return for added responsibilities to provide representation at certain compliance dockets the Office of Public Defense agreed to contract with attorney Ryan M Swinburnson ("Attorney") to provide indigent defense services on up to 100 of these budgeted and anticipated 360 case equivalents of overflow during calendar year 2010; and

WHEREAS, after reaching this agreement in early 2010 a contract amendment was prepared but somehow was not forwarded to the Board of Commissioners for full execution; and

WHEREAS, Attorney nevertheless completed all duties contemplated by this contract amendment during 2010, including attendance at certain compliance dockets and accepting overflow appointments; and

WHEREAS, it is appropriate, and in the best interests of Benton County to execute the attached amendment with a retroactive effective date of June 1, 2010 so that Attorney may be compensated for services he has provided in 2010;

NOW THEREFORE, BE IT RESOLVED THAT professional services agreement amendment BCDC0710RMS002A3 for indigent defense services with attorney Ryan M Swinburnson be executed as presented.

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

cc: Original – OPD, Ryan M Swinburnson
Copy – R. Ozuna, Auditor, Superior Court

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

WHEREAS County has a need for additional coverage for compliance dockets in Benton County District Court since they have now been consolidated on Mondays;

WHEREAS Attorney is willing and capable of assisting in providing coverage for such consolidated compliance dockets;

WHEREAS County has specifically budgeted for, planned for, and anticipates case appointments in Benton County District Court above and beyond that which existing contract attorneys are able to handle;

THEREFORE the underlying agreement shall be amended as follows:

1. The following language shall be added at the end of the first paragraph of section 11 "Scope of Representation: File Retention:"

"Furthermore, and completely separate from any other case appointments referenced herein, Attorney shall attend the afternoon half of the third Benton County District Court Monday compliance docket of each month and shall, at that docket, provide legal representation to all defendants appearing on the docket for compliance cases. The legal representation provided at these dockets shall not be continuing in nature and shall not be considered for purposes of calculating Attorney's case equivalent credit. Attorney shall be permitted to exchange docket coverage days with attorney Catie Harkins in any manner in which Attorney sees fit, so long as coverage by either attorney Catie Harkins or Attorney is provided. If the third Monday compliance docket of the month falls on a legal holiday, then Attorney shall provide coverage at another half-day compliance docket during that same month."

2. The following language shall be added at the end of the currently existing section 7 "Number of Appointments" in addition to previously added language:

"During each year when District Court appointments exceed the ability of District Court contract attorneys to accept such appointments by reason of their contractually mandated case caps, Attorney shall have first right of refusal to 100 of the first 200 of such excess cases, with attorney Catie Harkins being entitled to first right of refusal as to the other 100 cases. These excess case appointments shall be compensated at the rate of $169.05 per case for 2010 and at the rate of $165 per case for years 2011 and 2012. In order to

claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of compensation shall then be processed as if it were an out-of-pocket expense as described in section 13 "Costs and Expenses."

Since Attorney has been already providing the services described above, this amendment shall be effective retroactively to June 1, 2010.

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

This amendment shall be designated with the following identifier:
BCDC00710RMS002A3

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

Date: _____

Benton County

_____
Chairman

_____
Commissioner

_____
Commissioner

Approved as to form and content:

_____
Eric Hsu, Attorney at Law
Indigent Defense Coordinator

Date: 1/5/11

Attorney

S

AGENDA SUMMARY SHEET

MEETING DATE: *January 24, 2011* ***AGENDA ITEM:*** *Claim CC10-13*

SUBJECT:

✓ *Consent Agenda* ☐ *Public Hearing* ☐ *Discussion*

☐ *1st Discussion* ☐ *2nd Discussion* ☐ *Other*

TYPE OF ACTION NEEDED:

☐ *Execute Contract* ✓ *Pass Resolution* ☐ *Pass Ordinance*

☐ *Pass Motion* ☐ *Other*

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIMS CC10-13:

WHEREAS, the Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed claim CC10-13; and

WHEREAS, the Board of Benton County Commissioners has reviewed the recommendation of the Benton County Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners further approves the denial of claim CC10-13.

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Personnel

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	January 24, 2011	Execute Contract	X	Consent Agenda	X
Subject:	Amendment 1 to Appraisers CBA	Pass Resolution		Public Hearing	
		Pass Ordinance		1st Discussion	
Prepared by:	Stephen Hallstrom	Pass Motion		2nd Discussion	
Reviewed by:		Other		Other	

BACKGROUND INFORMATION

The Benton County Appraisers' collective bargaining agreement (CBA) for 2010-2012 provides in Section 23.2(a) and Section 22.2 for a wage and benefits opener for 2011. The negotiating teams for the County and the Union representing Appraisers have negotiated and agreed to amend Article 23.2(a) and Article 22.2 and the CBA amendment containing those terms is now before the Board for approval and signature.

RECOMMENDATION

Amendment I to the 2010-2012 Appraisers' CBA that is before the Board for signature provides for:

1) Benton County paying up to a maximum of Eight Hundred Sixty Nine Dollars ($869.00) per month towards each employee's medical, dental, vision, and life insurance coverage; and

2) Benton County paying Fifteen Dollars ($15.00) per month into the employees' VEBA accounts; and

3) An increase in the 2011 Salary Schedule by one percent (1.0%).

MOTION

Move to approve and sign Amendment 1 to the 2010-2012 Appraisers' Collective Bargaining Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING THE 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON COUNTY AND AFSCME LOCAL 2658B, REPRESENTING APPRAISERS

WHEREAS, an Agreement has been reached between the Benton County bargaining team and Local 2658B for Amendment I to the 2010-2012 Collective Bargaining Agreement;

WHEREAS, the Benton County Board of Commissioners has previously discussed and approved the significant terms of the Amendment to the CBA. **NOW THEREFORE,**

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

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

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: .....
Clerk of the Board

Original: Local 2658B; Commissioners; Stephen Hallstrom
c: Assessor; David Sparks; Personnel; Payroll

AMENDMENT I
to
2010 - 2012 AGREEMENT
Between
BENTON COUNTY
And
COUNCIL 2, LOCAL 2658B
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO
Representing APPRAISERS

Benton County (County) and WSCCCE, AFSCME, AFL-CIO, Council 2, Local 2658B, hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012, as follows:

1. Section 23.2(a.) is hereby amended to read as follows:

   a. Effective with the first payroll cycle following the date of the last signature below, the County agrees to make the following health and welfare contributions, totaling Eight Hundred, Eighty-Four and No/100 Dollars ($884.00) ((~~Seven Hundred, Eighty Dollars ($780.00)~~)) per month, as follows:

      1. The County agrees to pay up to a maximum of Eight Hundred, Sixty-Nine and No/100 Dollars ($869.00) ((~~Seven Hundred, Sixty-Five Dollars ($765.00)~~)) per month towards medical, dental, vision, and life insurance coverage.

      2. The County agrees to pay Fifteen Dollars ($15.00) per month into the employees' VEBA accounts. This VEBA contribution is in exchange for a reduction in the County insurance contribution by Fifteen Dollars ($15.00) per month.

2. The following paragraph is added to Section 22.2:

   Effective February 1, 2011, the 2010 Salary Schedule will be increased by one percent (1%). This calculation and process shall be determined and established by the Benton County Personnel Resources Department.

3. No other language in the CBA is amended or intended to be changed or modified.

4. Except as otherwise stipulated above, this Amendment is effective as of February 1, 2011.

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:

BOARD OF BENTON COUNTY COMMISSIONERS

Chairman
Date: _____

Member

Member

Attest:

Constituting the Board of
Benton County Commissioners

Clerk to the Board

Approved as to form:

Stephen J. Hallstrom
Deputy Prosecuting Attorney

COUNCIL 2, LOCAL 2658B, WSCCCE, AFSCME, AFL-CIO

Alpha O'Laughlin, Area Representative
Date: _____

EXHIBIT B

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BENTON CITY AND BENTON COUNTY TO USE THE SOLID WASTE BRUSH BANDIT

WHEREAS, Benton County purchased a Brush Bandit brush chipper in 2001, using Department of Ecology Waste Reduction and Recycling Grant funds from the 2000-2001 grant cycle; and

WHEREAS, the City of Benton City has requested the use of the brush chipper; and

WHEREAS, an Interlocal Agreement for the period ending December 31, 2012, defining the responsibilities of the County and City, has been prepared, and

WHEREAS, said Interlocal Agreement has been approved by the City of Benton City; and

WHEREAS, the Public Works Manager has recommended approval of said Interlocal Agreement; NOW, THEREFORE

BE IT RESOLVED that the Interlocal Agreement by and between the City of Benton City and Benton County for use of the Solid Waste Brush Bandit is hereby approved and the Chairman is authorized to sign said Agreement.

Dated this 24th day of January 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:dlh

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan. 24, 2011	Execute Agreement	X	**Consent Agenda**	X
Subject: Interlocal Agreement for use of Solid Waste Chipper	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: dlh	Pass Motion		**2nd Discussion**	
Reviewed by SWB	Other		**Other**	

BACKGROUND INFORMATION

In 2001, the Solid Waste Department purchased a wood chipper with excess Coordinated Prevention Grant (CPG) funds from the 2000-2001 grant cycle.

In 2009, after requests from the Cities of Prosser and Benton City, interlocal agreements were approved to allow them to use the Solid Waste chipper for their waste reduction activities.

In the 2008-2009 and 2010 and 2011 CPG cycles, the Cities of Benton City, Prosser, Kennewick, Richland, and West Richland have, and continue, to contribute monies to help defray the 25% matching funds required by the CPG.

In Benton County's application for the 2010-2011 CPG, the County's tasks (or projects) include the following activity: "Provide chipping equipment and services to various agencies and organizations to promote the use of composted materials and support educational efforts." Yard wastes continue to be a major component of the waste stream, and the support of chipping of backyard waste fulfills the Grant goals of reducing materials going into the landfill. Due to the size of the smaller entities, and the cost of purchasing equipment similar to the chipper, allowing the use of the Solid Waste chipper enables these communities to support the CPG goals.

SUMMARY

The City of Benton City has requested a renewal of their Interlocal Agreement for two years. Their activities support the goals of the CPG and Benton County Solid Waste.

RECOMMENDATION

Approve the Interlocal Agreement with the City of Benton City to use the Solid Waste chipper.

FISCAL IMPACT

None.

MOTION

Approve the resolution as part of the consent agenda.

INTERLOCAL COOPERATION AGREEMENT
SOLID WASTE BRUSH BANDIT

THIS AGREEMENT is made and entered into this _____day of _____ 2011, by and between Benton County, whose address 601 7th Street, Benton City, Washington 99350 (hereinafter "Benton County" or "the County") and the City of Benton City, whose address is P.O. Box 70, Benton City, Washington, 99320 (hereinafter "the City").

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, Benton County Solid Waste is the owner of a Brush Bandit, and

WHREAS, the City of Benton City has requested the use of said Brush Bandit to conduct necessary maintenance on City owned property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to establish mutual aid to the City of Benton City by enabling the City to utilize equipment owned by the Benton County Solid Waste Department so that the City can perform maintenance on City owned property.

2. **Responsibilities of Benton County:**

   A. Benton County shall be responsible for the delivery and pick up of the Brush Bandit to the site designated by the City.

   B. Benton County personnel will deliver the Brush Bandit to a site designated by the City and at a date and time agreed upon by the parties at least forty-eight (48) hours in advance of the delivery date.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: BITUMINOUS SURFACE TREATMENT 2011 - CE 1941 PRES

WHEREAS, it is the intention of the Board of County Commissioners to upgrade various County roads by the application of a bituminous surface treatment; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for Bituminous Surface Treatment 2011.

Dated this 24th day of January, 2011.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

MJB:MJG:slc

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: CE 1928 ERR - CRUSHING AND STOCKPILING 2011

WHEREAS, by resolution dated January 3, 2011, the bid for CE 1928 ERR - CRUSHING AND STOCKPILING 2011 was awarded to DeAtley Crushing Company, Lewiston, Idaho; and

WHEREAS, the contract in the amount of $299,867.00 has been executed by DeAtley Crushing Company; NOW, THEREFORE,

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

Dated this 24th day of January, 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

CONTRACT

THIS CONTRACT, made and entered into this 24th day of January, 2011, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and DeATLEY CRUSHING COMPANY, P O Box 759, Lewiston, ID 83501, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1928 ERR – CRUSHING & STOCKPILING 2011," and as described in and in accordance with the State of Washington 2010 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $299,867.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington have caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor

Signature

Greg Graybill, Administrator
Print Name and Title

DeATLEY CRUSHING COMPANY
Company Name

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

Date: _____

RESOLUTION NO._____

Road Progam Item _____

County Engineer Project No. C.E. 1928 ERR
Arterial ☐ Access ☐
Road Log No.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY ROADS, RE: CRUSHING AND STOCKPILING 2011

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, That it is their intention to proceed according to the terms of the contract awarded January 3, 2011, to DeAtley Crushing Company, Inc., Lewiston, Idaho.

Length of Project: _____ miles; Width of Roadbed: ____ ft.; Surface:___ ft.; Pavement: ___ ft.
Type and depth of surfacing:
Bridge ☐ Irrigation Crossings ☐: Length _____ ft.; Width _____ ft.
Estimated date of beginning Feb. 1, 2011 Estimated date of Completion April 30, 2011

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

	ER&R Fund			Total
Prel. Engr.	$5,000.00			$5,000.00
Right-of-Way				0.00
Mat. Fr. Stkple				0.00
Day Labor				0.00
Contract	299,867.00			299,867.00
Inspection	19,133.00			19,133.00
Contingencies	15,000.00			15,000.00
Total	$339,000.00	$0.00	$0.00	$339,000.00

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

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

ADOPTED this 24th day of January, 2011.

_____
Chairman

(SEAL)

_____
Chairman Pro-Tem

Attest:

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

_____
Clerk of the Board

SWB:LJM:slc

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1526 VAC PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY OF SEVERAL ROADS DUE TO THE CONSTRUCTION OF THE INTERTIE PROJECT; NINE CANYON ROAD LOCATED IN SECTION 33, TOWNSHIP 8 NORTH, RANGE 30 EAST, WM, AND, FINLEY ROAD, AND A PORTION OF UNIMPROVED RIGHT OF WAY BOTH LOCATED IN SECTION 34, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M.

WHEREAS, Benton County has completed a road construction project in the Finley area as part of the Intertie Project CE 1526 CRP, (after completion known as CR-397, and now known as SR-397), and as a result of that construction, now have excess right of way, in addition to a piece of unimproved right of way; and

WHEREAS, the County Engineer has deemed it pertinent to vacate and abandon various portions of unimproved County Right of Way, and

WHEREAS, the road rights of ways proposed for vacation were obtained in various ways, and

BE IT RESOLVED that a Public Hearing be held at 9:05 a.m., Monday, February 28, 2011 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed plan for adoption.

Dated this 24th day of January, 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:lss

Z

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

Dated this _____day of _____, 20__ __.

_____
Chairman of the Board

_____
Member

_____
Member

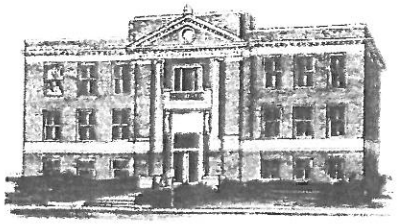
Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Prepared by D. Davidson

CC: Treasurer, Auditor, Assessor

EXHIBIT A



DUANE A. DAVIDSON, CPA
Benton County Treasurer

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

January 18, 2011

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

RE: Cancellation of Uncollectible Personal Property Taxes. RCW 84.56.240

Dear Members of the Board:

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

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX

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

Sincerely,

Duane A Davidson

DUANE A. DAVIDSON, CPA
Benton County Treasurer
DAD:kay
Attachments: Uncollectible Personal Property Listing, 2 pages.

Subscribed and sworn to before me this 18th day of January, 2011.

JOANNA Y. GUZMAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 7-29-14

Joanna Y Guzman
Joanna Y. Guzman
Notary Public
Appointment Expires: 7/29/14

BENTON COUNTY TREASURER'S 2010 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
AMERICAN LASER CENTERS OF TC	30PA69800100000	2009	K1	Business closed/ Unable to collect	3,633.46
AMERICAN LASER CENTERS OF TC	30PA69800100000	2010	K1	Business closed/ Unable to collect	2,796.05
CITICAPITAL TECH FINANCE INC	30PB05600000000	2009	K1	CORP dissolved/Unable to collect	60.95
COSENS, DENNIS D & CONNIE R	20PC10810000000	2009	R	Business closed/ Unable to collect	19.42
CURATIVE TECHNOLOGIES CORP	30PC11140000000	2009	R1	Possible Non-Profit/Unable to collect	75.17
CURATIVE TECHNOLOGIES CORP	30PC11140000000	2010	R2	Possible Non-Profit/Unable to collect	64.81
DE PAZ, OSCAR RODRIGUEZ	40MD08700000000	2009	1731	MH destroyed/Unable to collect	92.42
DE PAZ, OSCAR RODRIGUEZ	40MD08700000000	2010	1731	MH destroyed/Unable to collect	37.22
FIRST PORTLAND CORP	30PF41700200000	2009	K1	Business closed/Unable to collect	917.72
FIRST PORTLAND CORP	30PF41700200000	2010	K2	Business closed/Unable to collect	440.68
FUSION CAFÉ LLC & EXPRESS GRILL	30PF21400000000	2009	K1	Business closed/ Unable to collect	1,093.11
FUSION CAFÉ LLC & EXPRESS GRILL	30PF21400000000	2010	K2	Business closed/ Unable to collect	930.73
GALAXY DATA STORAGE, INC	30PG26500000000	2009	K1	CORP dissolved/Unable to collect	17.73
GARLIC JIM'S FAMOUS GOURMET	30PG25900000000	2009	R3	Business closed/ Unable to collect	593.07
INSIDE & OUT INC	30PI12500000000	2009	K1	CORP dissolved/Unable to collect	164.69
INSIDE & OUT INC	30PI12500000000	2010	K2	CORP dissolved/Unable to collect	152.36
KELLEY ESTATES	40MB98500000000	2009	1331	MH destroyed/Unable to collect	89.26
KELLEY ESTATES	40MB98500000000	2010	1331	MH destroyed/Unable to collect	58.14
KELLEY, LEONARD	40MC16500000000	2009	1331	MH destroyed/Unable to collect	81.17
KELLEY, LEONARD	40MC16500000000	2010	1331	MH destroyed/Unable to collect	72.76
KILBURN, DEBRA A	40MG71400000000	2003	1331	MH moved/Unable to collect	76.92
KILBURN, DEBRA A	40MG71400000000	2004	1331	MH moved/Unable to collect	97.15
KILBURN, DEBRA A	40MG71400000000	2005	1331	MH moved/Unable to collect	81.54
KILBURN, DEBRA A	40MG71400000000	2006	1331	MH moved/Unable to collect	64.42
KILBURN, DEBRA A	40MG71400000000	2007	1331	MH moved/Unable to collect	63.28
KILBURN, DEBRA A	40MG71400000000	2008	1331	MH moved/Unable to collect	61.10
KILBURN, DEBRA A	40MG71400000000	2009	1331	MH moved/Unable to collect	60.49
KILBURN, DEBRA A	40MG71400000000	2010	1331	MH moved/Unable to collect	59.87
LVRE, LLC	40MF53900000000	2009	1613	MH destroyed/Unable to collect	34.15
LVRE, LLC	40MF53900000000	2010	1613	MH destroyed/Unable to collect	57.37
NELMSTAR	30PS42900100000	2009	K1	CORP dissolved/Unable to collect	41.53
NELMSTAR	30PS42900100000	2010	K2	CORP dissolved/Unable to collect	36.04
PAPA JOHNS #2300	30PP35800100000	2009	K1	CORP dissolved/Unable to collect	146.76
PRO FRAME CONSTRUCTION, INC	30PP25700000000	2009	K24	CORP dissolved/Unable to collect	12.01
ROYAL DRYWALL OF WASHINGTON	30PR92000000000	2009	K1	CORP dissolved/Unable to collect	92.46
SIXTH STREET COFFEE SHOP	30PS46900000000	2009	P1	Business closed/Unable to collect	39.41
SUNBRIDGE CAPITAL	30PS82400000000	2009	K2	CORP dissolved/Unable to collect	290.50
SUNBRIDGE CAPITAL	30PS82400000000	2010	K3	CORP dissolved/Unable to collect	278.90

EXHIBIT A

BENTON COUNTY TREASURER'S 2010 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
SUNBRIDGE CAPITAL	30PS82400000000	2008 OV	K1	CORP dissolved/Unable to collect	339.66
THE DROP OFF	30PB15800000000	2009	K1	Business closed/ Unable to collect	36.04
THE DROP OFF	30PB15800000000	2010	K1	Business closed/ Unable to collect	60.59
TOWN & COUNTRY REAL ESTATE	30PT52600000000	2009	K1	CORP dissolved/Unable to collect	66.99
TRI CITIES ENTERPRISE CENTER	30PE17800000000	2009	R2	CORP dissolved/Unable to collect	33.77
VIP SALON INC	30PV09000000000	2009	K1	CORP dissolved/Unable to collect	164.13
VIP SALON INC	30PV09000000000	2010	K2	CORP dissolved/Unable to collect	-
				GRAND TOTAL	**13,686.00**
				2003 TAX YEAR TOTAL	76.92
				2004 TAX YEAR TOTAL	97.15
				2005 TAX YEAR TOTAL	81.54
				2006 TAX YEAR TOTAL	64.42
				2007 TAX YEAR TOTAL	63.28
				2008 TAX YEAR TOTAL	400.76
				2009 TAX YEAR TOTAL	7,856.41
				2010 TAX YEAR TOTAL	5,045.52
				GRAND TOTAL	**13,686.00**

EXHIBIT A

aa

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REVIEW OF THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND THE ONE-STOP PARTNERS CONSISTING OF: COLUMBIA BASIN COMMUNITY COLLEGE, WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, DEPARTMENT OF VOCATIONAL REHABILITATION, YAKIMA VALLEY OPPORTUNITIES INDUSTRIALIZATION CENTER AND DEPARTMENT OF LABOR & INDUSTRIES FOR THE DELIVERY OF WORKFORCE PROGRAMS UNDER A ONE-STOP SYSTEM.

WHEREAS, the Workforce Development Council (WDC) presented a Memorandum of Understanding between the WDC and the One-Stop Partners for the Workforce Investment Act of 1998; NOW, THEREFORE,

BE IT RESOLVED that the Benton County Board of Commissioners has received and reviewed the proposed Memorandum of Understanding, between the WDC and the One-Stop Partners.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign said memorandum indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

T. Kopf

MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION OF THEWORKFORCE INVESTMENT ACT OF 1998 BETWEEN THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS THE BENTON FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND THE ONE-STOP PARTNERS

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act of 1998 (WIA), P.L. 105-220, 20 USC 9201, to provide workforce investment activities, through statewide and local workforce investment systems that increase the employment, retention, and earnings of participants, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation, and;

WHEREAS, the Act requires the delivery of workforce programs under a One-Stop system and the execution of a memorandum between the local board and each of the One-Stop Partners to describe the operation of the One-Stop delivery system in the local area;

WHEREAS, the previous Memorandum of Understanding dated July 2009 is being terminated by agreement of the previous organizations that comprised the One Stop Partnership for reasons identified as:

a) Addition of language to Section I regarding the purpose of the agreement.
b) Additional language to Section III.m. to include three programs.
c) Addition of Addendum E—One Stop Operator Agreement.
d) Addition of requirement to have a member on the WSCB Leadership Team. Section V.c.
e) Added language to only participate in cost sharing when staff are located at WorkSource Columbia Basin in Section VII.
f) Addition of language to Section XII regarding Dispute Resolution Process.
g) Addition of required language by the Employment Security Department Employment to articulate an end date not to exceed three years.
h) Addition of description of Front End and Business/Employer Services to Addendum B.
i) Addition of which partner organization delivers which services to Addendum C.
j) Addition of required language regarding the process for initial customer complaints as Addendum D, which is attached hereto and incorporated herein by reference.
k) Addition of required language regarding the process for referrals.

NOW THEREFORE, be it resolved that this Memorandum of Understanding pursuant to the Act be made and entered into by and among the Chief Elected Officials of Benton and Franklin Counties, hereinafter referred to as the Local Elected Officials (LEO's), the Benton-Franklin Workforce Development Council, herein referred to as the "BF-WDC", and the One-Stop Partners consisting of: Columbia Basin Community College; Washington State Employment Security Department; Washington State Department of Social and Health Services; Washington State Department of Vocational Rehabilitation; Yakima Valley Opportunities Industrialization Center, a private non-profit corporation and Washington State Department of Labor and Industries (collectively, "One Stop Partners").

I. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The undersigned hereby agree to the conditions and provisions set forth in this agreement for the purpose of describing the services to be provided through the One-Stop delivery system; how the costs of such services and the operating costs of the system will be funded; and the methods for referral of individuals between the One-Stop Operator (BF-WDC) and the One-Stop Partners for the appropriate services and activities.

II. WORKFORCE INVESTMENT AREA

The geographical area served by this agreement shall be the Washington State Counties of Benton and Franklin.

PH 9:05

EXHIBIT LIST FOR CPA 08-02
Recission of Resolution 10-301

		Planning Commission Staff Memo Exhibit List	DATED
PCM 1 Includes:	PCM 1.1	Staff Report	November 6, 2010
	PCM 1.2	Public Hearing Notice	November 22, 2010
	PCM 1.3	Draft Rescinding Resolution	
	PCM 1.4	Land Use Map for West Richland	November 3, 2010
	PCM 1.5	Comments from Dept. of Commerce	November 16, 2010

PCH 1	PCH 1.1	Comments from Bruce Hunt, Dept. of Commerce	December 6, 2010
	PCH 1.2	Comments from Futurewise (w/Attach. sent Dec. 10th)	December 7, 2010

		Board of County Commissioners Exhibit List	
CCM 1 Includes:	CCM 1.1	Board of County Commissioners Agenda Sheet	January 11, 2011
	CCM 1.2	Board of County Commissioners Draft Rescinding Resolution	
	CCM 1.3	Board of County Commissioners Land Use Map for W. Richland	January 5, 2011
	CCM 1.4	Notice of Public Hearing	January 5, 2011
	CCM 1.5	Planning Commission Recommendation, Findings of Fact	January 8, 2011
	CCM 1.6	EWGMHB Order & Findings	September 24, 2010
	CCM 1.7	Resolution #10-301	May 24, 2010

CCH 1 Includes:	CCH 1.1	Letter from Futurewise	January 19, 2011
	CCH 1.2		
	CCH 1.3		

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
CCH = Exhibits submitted during Hearing

AGENDA ITEM	TYPE OF ACTION NEEDED	Consent Agenda
HRG. DATE: January 24, 2011	Execute Contract	Public Hearing X
SUBJECT: West Richland Urban Growth Area 08-02 Remand Hearing 9:05 am.	Pass Resolutions X	1st Discussion
MEMO DATE: January 11, 2011	Pass Ordinance	2nd Discussion
Prepared By: Susan M. Walker	Pass Motion X	Other
Reviewed By: Michael Shuttleworth	Other	

BACKGROUND INFORMATION

During the annual 2008 Comprehensive Plan Amendment process, the County received a Comprehensive Plan Amendment proposal from the City of West Richland to enlarge their City's Urban Growth Area (UGA) by 747 acres. On February 23rd, 2009, the Board of County Commissioners by Resolution 09-143 approved the West Richland UGA proposal, and the land use maps of the Benton County Comprehensive Plan were amended. The action by the Board was later appealed by Mr. John Brodeur and Mr. Vince Panesko, County residents; and Futurewise, a Washington nonprofit corporation, to the Eastern Washington Growth Management Hearings Board (EWGMHB). The Petitioners sought a determination in the matter that County Resolution 09-143 did not comply with the County's Comprehensive Plan or the State's Growth Management Act (GMA). On December 2, 2009, the EWGMHB in its Final Decision and Order agreed with the petitioners and ordered the County to bring its Comprehensive Plan into compliance with the Growth Management Act. The City provided the County with additional information in a revised application and reduced its proposal's boundary by 200 acres to 545 acres. On May 24th, 2010, the Board of County Commissioners rescinded Resolution 09-143 and adopted Resolution 10-301 (Exhibit CCM 1.7), approving a revised UGA and reducing the expansion to 545 acres and adding supportive text. On September 24th, 2010 in its Final Decision and Order, the EWGMHB found the County's action in Resolution 10-301 reducing the size of the West Richland UGA, out of compliance with the Growth Management Act and issued an order of remand under RCW 36.70A.300, and required the County to bring its Comprehensive Plan into compliance with the Growth Management Act.

SUMMARY

County Compliance

The Growth Management Act requires the sizing of urban growth areas (UGA's) to correspond to the Office of Financial Management population projections in order to assure orderly compact growth and less costly provision of services to taxpayers. The Supreme Court recently held that the **size** of a UGA must be "based upon" an **OFM 20-year urban growth projection** and that a county's UGA designation **cannot exceed the amount of land necessary to accommodate the urban growth projected by Office of Financial Management (OFM),** plus a reasonable land market supply factor[1]. The

1 RCW 36.70A.115 Thurston County v. Western Washington Growth Management Hearings Board, 164 Wn.2d 329, 350 (2008).

EWGMHB ruled that the sizing of West Richland's Urban Growth Area as adopted by Benton County Resolution 10-301 cannot be substantiated by the record and does not comply with the GMA and has remanded the case back to Benton County to take further action to comply with the GMA.

In response, Benton County is considering a proposed Resolution to repeal actions taken in Resolution 10-301, that would remove 545 acres from the City of West Richland's UGA and amend the land use maps and text in the County's Comprehensive Plan adopted by Resolution 10-301. This action is being considered to achieve compliance with the Growth Management Act (36.70A.) and to resolve the remand by the EWGMHB in its Final Decision and Order in Case Number 09-1-0010c dated September 24th, 2010 (Exhibit CCM 1.6).

A proposed rescinding Resolution (Exhibit CCM 1.2), and attached Map (Exhibit CCM 1.3) showing the removal of 545 acres of land from the West Richland UGA, has been prepared that upon adoption would rescind Resolution 10-301. The action to rescind would assure consistency with the County's Comprehensive Plan, compliance with the Growth Management Act and address directives of the EWGMHB. A public hearing has been scheduled and legal notification published for January 24th, 2011 (Exhibit CCM 1.4) before the Board of County Commissioners to review the Planning Commission record and take public testimony on the action to rescind Resolution 10-301.

RECOMMENDATION

The Benton County Planning Commission at its publicly noticed hearing on December 14th, 2010, reviewed written comments and testimony on the rescission of Resolution 10-301 regarding the West Richland UGA, deliberated the issues, and recommends to the Board of County Commissioners that Resolution 10-301 be rescinded (PC Findings CCM 1.5).

Staff recommends the Board of County Commissioners approve and adopt proposed Resolution (Exhibit CCM 1.2) and Map (Exhibit CCM 1.3), rescinding Resolution 10-301. This action would cause amendment of the land use maps and text in the County's Comprehensive Plan adopted by Resolution 10-301. Staff believes these actions are necessary to achieve compliance with the Growth Management Act and resolve issues related to the remand.

MOTION

After consideration of testimony received at the public hearing on January 24th, 2011, the Board adopt a motion to approve the Resolution shown as (Exhibit CCM 1.2) and Map (Exhibit CCM 1.3) rescinding Resolution 10-301, thereby removing 545 acres from the West Richland UGA and text amendments regarding the expansion from the Benton County Comprehensive Plan, and adopt the Planning Commission's recommendation and Findings of Fact as their own.

FISCAL IMPACT

No fiscal impacts have been identified regarding this planning proposal.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDING THE BENTON COUNTY COMPREHENSIVE PLAN TO RESOLVE AN APPEAL TO THE EASTERN WASHINGTON GROWTH MANANGEMENT HEARINGS BOARD (EWGMHB) OF RESOLUTION 10-301 REFLECTING THE EXPANSION OF THE WEST RICHLAND URBAN GROWTH BOUNDARY

WHEREAS, pursuant to RCW 36.70A.130(2)(a) on February 23rd, 2009, the Board of Benton County Commissioners adopted Resolution 09-143, which amended the Benton County Comprehensive Plan by expanding the City of West Richland's UGA to include an additional 747 acres; and,

WHEREAS, on April 10, 2009, John Brodeur, a County resident, and Futurewise a Washington non-profit corporation, and on April 23, 2009, Vince Panesko, a County resident, submitted Petitions for Review (PFR) to appeal the adoption of 09-143 to the EWGMHB and the PFR's were consolidated as Case Number 09-1-0010c.; and,

WHEREAS, the Eastern Washington Growth Management Hearings Board, in its December 2, 2009, Final Decision and Order regarding Case No. 09-1-0010c found that the County's action failed to comply with the Growth Management Act and issued an order of remand under RCW 36.70A.300; and the County was ordered to bring its Comprehensive Plan into compliance with the Growth Management Act; and,

WHEREAS, the City of West Richland provided additional supporting documentation and revised application CPA 08-02 to ask that its UGA boundaries be reduced in size by 200 acres to 545; and,

WHEREAS; on May 24th, 2010 the Board of County Commissioners at its properly noticed public hearing rescinded Resolution 09-143 and adopted Resolution 10-301 reducing the expansion of West Richland's Urban Growth Area to 545 acres; and,

WHEREAS, the Eastern Washington Growth Management Hearings Board, in its September 24th 2010, Order finding continuing non-compliance on Case No. 09-1-0010c, found that the County's action again failed to comply with the Growth Management Act and was clearly erroneous in view of the entire record and concluded that the sizing of the West Richland UGA is not supported by substantial evidence in the record and issued an order of remand under RCW 36.70A.300, and for the County to bring its Comprehensive Plan into compliance with the Growth Management Act; and,

WHEREAS; the County Planning Commission at its publicly noticed hearing on December 14th, 2010 did review comments and take testimony, deliberate on the issues before it, and made a recommendation that Resolution 10-301 be rescinded; and,

WHEREAS, the Board of Benton County Commissioners at its properly noticed public hearing held on this date, reviewed the Planning Commission record and findings, and took public comment on this resolution; and, NOW THEREFORE,

BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS hereby rescinds Resolution 10-301 to gain compliance with the Growth Management Act; and,

BE IT FURTHER RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS hereby finds that this action is in the best interests of the public, adopts the Planning Commissions Findings of Fact as its own, and the Benton County Comprehensive Plan is amended to reflect this action and the maps revised as shown in Exhibit CCM1.3, attached to this resolution.

Dated this _____ day of January, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Michael E. Shuttleworth/smw

Attest_____
Clerk of the Board

9:15 am

Executive Session – Potential Litigation

S. Hallstrom

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

PH 9:30

January 12, 2011

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Right of Way Vacation
Webber Canyon Road Et Al
CE 1939 VAC

Commissioners:

The Public Hearing held on January 10th was continued until January 24, at 9:30 a.m., to which the following report is now submitted:

The Board of Benton County Commissioners spoke of the concern they had regarding Benton PUD's request to keep the entire vacated area as a utility easement. Some of the vacated area are 60' in width, and others being substantial in size. Leaving the entire area as an easement would create building and use limitations for the landowners of the properties, when returned to the parent parcels.

Engineer II Sue Schuetze contacted Benton PUD and requested they send a written request stating the purpose for the unusual utility easement request.

Benton PUD resubmitted a map, which changes their initial utility easement request. See attached.

The Benton County Engineer continues to recommend that the following right of way be vacated, as reported in the Public Hearing on January 10, 2011:

The areas proposed for vacation are: a portion of Corrected Plat of Kelso First Addition of Kiona; a portion of Lot 1 of Short Plat 1312; and a portion of the Southeast Quarter, all located in Section 19, Township 9 North, Range 27 East, W.M., said descriptions more fully described as follows:

A strip of land of variable width, said strip being a portion of Webber Canyon Road as it existed August, 2009, before construction of the new Webber Canyon Road, lying Easterly of a line 50 feet East of the centerline of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP, and Westerly of the West line of Block 22 of the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, extended Southerly to the East right of way line of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

Newton Street: All that portion of the Newton Street right of way lying adjacent to and Westerly of the West line of Block 22, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, and lying East of the Easterly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

Newton Street: All that portion of the Newton Street right of way lying adjacent to and Westerly of the West line of Block 12, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, and lying East of the Easterly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

Webber Canyon Road: All that portion of the Webber Canyon Road right of way as it existed August, 2009, before construction of the new Webber Canyon Road, lying Westerly of the new Webber Canyon Road right of way, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP, and lying Easterly of Benton Avenue and Southerly of NE 2nd Street as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89;

AND,

NE 3rd Street: All that portion of the NE 3rd Street right of way, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, lying West of the Westerly right of way line of the new alignment of Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP, and lying Easterly of the Webber Canyon Road right of way as it existed August, 2009, before construction of the new Webber Canyon Road;

AND,

A triangular piece of land lying West of the Westerly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road,

Underpass BNSF Railway Roadway CE 1722 CRP and lying South of the Northerly line of Block 23 of the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89, and lying Easterly of the Webber Canyon Road right of way as it existed August, 2009, before construction of the new Webber Canyon Road;

AND,

NE 2nd Street: The South 10.0 feet of the right of way of NE 2nd Street adjacent to Block 13 of the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89.

EXCEPT any portion lying within the right of way of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

NE 2nd Street: The North 10.0 feet of the right of way of NE 2nd Street adjacent to Block 3 of the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89.

EXCEPT any portion lying within the right of way of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP; AND,

EXCEPT that portion adjacent the 20.0 feet alley in Block 3;

AND,

A triangular shaped piece of land lying in Block 13 in the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89, and Northeasterly of the following described line:

Commencing at the Northeast corner of said Block 13; Thence S 89° 42' 38" W, along the Northerly line of Block 13, a distance of 53.68 feet to the True Point of Beginning; Thence S 22° 18' 54" E a distance of 69.97 feet to a point on the Westerly right of way line of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP and the terminus for this description;

AND,

All that portion of the Newton Street right of way lying adjacent to and Westerly of the West line of Block 3, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, and lying East of the Easterly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon

Road, Underpass BNSF Railway Roadway CE 1722 CRP and lying Southerly of the BNSF Railroad Right of Way;

AND,

A triangular shaped parcel, said parcel being a portion of the Webber Canyon Road right of way as it existed August, 2009, before construction of the new Webber Canyon Road, lying South of Lot 20, Block 23 of the Corrected Plat of Kelso's First Addition of Kiona, and lying West of a line 60.0 feet Westerly of the of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

Note: For all calls made regarding the Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP, the plans are filed in the Benton County Engineer's Office;

AND,

That the following easements be retained for Benton PUD as follows:

A strip of land of variable width, said strip being a portion of Webber Canyon Road as it existed August, 2009, before construction of the new Webber Canyon Road, lying Easterly of a line 50.0 feet East of the centerline of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP, and Westerly of the West line of Block 22 of the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, extended Southerly to the East right of way line of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

The westerly 10.0 feet of Webber Canyon Road right of way as it existed August, 2009, before construction of the new Webber Canyon Road, lying Westerly of the new Webber Canyon Road right of way, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

The Easterly 15.0 feet Webber Canyon Road right of way as it existed August, 2009, before construction of the new Webber Canyon Road, lying within Lots 1 through 4 of Block 13, which lie Easterly of Benton Avenue and Southerly of NE 2nd Street as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89;

AND,

The North 10.0 feet of the 80.0 right of way of 2nd Street, lying Easterly of Benton Avenue and Westerly of the new alignment of Webber Canyon Road as shown on the

plans titled Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP.

Sincerely,

Malcolm Bowie
County Engineer

Sue Schuetze
Engineer II

9:35 am

Executive Session – Potential Litigation

J. Young