January 31, 2011

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
January 24, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Economic Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; Malcolm Bowie, County Engineer; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Ed Thornbrugh, Human Services; Bryan Perry, Safety Coordinator; DPA Ryan Brown; DPA Steve Hallstrom; Susan Walker and Valerie Smith, Planning; Assessor Barb Wagner; Sue Schuetze, Public Works; and DPA Jonathan Young.

Workshop Agenda

Commissioner Small said that he and Commissioner Beaver visited the BCES dispatch center and signed an emergency declaration for flooding on the Yakima River. He said that he was the only commissioner initially notified so it was changed to make sure all three commissioners would be notified in emergencies. Additionally, he said he had a meeting with Code Enforcement to discuss some pending issues.

Commissioner Beaver discussed the meeting at BCES dispatch and said some water meters weren't working properly and he suggested they send someone to actually look at the river and measure the water. Additionally, he said he attended the Health District meeting and was now the Chairman of that Board.

Indoor Air Quality

The Board discussed some issues regarding indoor air quality at Benton County. Commissioner Beaver asked how many studies had been completed on air quality and Bryan Perry said there were nine different studies completed since 1994. He said the consistent conclusion was low relative humidity and some airflow issues. Mr. Perry was asked if recommendations were made and being followed by the departments and Mr. Perry said it did not seem that way. Commissioner Small asked for a summary and copies of relevant documents so he could become familiar with the issue.

Chairman Bowman reported on his attendance in Olympia and meetings with legislators on issues including highway users, reimbursements to Benton County for excessive trial costs and urban growth expansion. Additionally, he reported the PTBA (Public Transit Benefit Area) in Benton County had seen an increase of 4.9% sales tax and there were other counties with actual decreases in sales tax.

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

Approval of Minutes

The Minutes of January 10, 2011 were approved

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "aa". Commissioner Small seconded and asked that item "b" (Travel Policy)– be discussed. Upon vote, the Board approved the following:

Commissioners

a. Benton County Tax Levy for 2011
b. Benton County Business Travel and Expense Policy; Rescinding Resolution 10-123
c. Lease Agreement w/Benton-Franklin Fair Association
d. Contract w/Siefken and Sons Construction, Inc. for Health Building TI Project
e. Contract w/Washington State Military Dept., Emergency Management Division for E911

GIS

f. Interlocal Agreement w/City of West Richland for GIS Services

Human Services

g. Appreciation Certificate for Kennewick Police Captain Sharp
h. Appreciation Certificate for Kennewick Police Officer Kist
i. Contract Amendment #09/11-MH-NONPIHP-CFCS-01, w/Catholic Family & Child Service
j. Contract Amendment #09/11-MHPIHP-CFCS-01, w/Catholic Family & Child Service
k. Appointment of C O'Bannon to the Developmental Disabilities Advisory Board

Juvenile

l. Personal Services Contract w/J & J Security & Transport, Inc.
m. Termination of Personal Services Contract w/R Cornish
n. Contract w/City of Benton City for Graffiti Abatement Program
o. Payment Approval to D Burnett for Snow Removal
p. Payment Approval to Intelligent Lighting Controls, Inc. for Electrical Panels and Software

Office of Public Defense

q. Amendment to Professional Services Agreement w/C Harkins
r. Amendment to Professional Services Agreement w/R Swinburnson

Personnel

s. County Claim CC10-13

Prosecuting Attorney

t. Amendment to Appraisers Collective Bargaining Agreement

Public Works

u. Interlocal Agreement w/City of Benton City for Use of Solid Waste Brush Bandit

v. Authorization to Schedule and Advertise Bid Date for Bituminous Surface Treatment 2011

w. Contract w/DeAtley Crushing Company for 2011 Crushing and Stockpiling

x. Authorization to Proceed with Crushing and Stockpiling 2011 Contract

y. Authorization for Public Hearing for Proposed Vacation of Nine Canyon Road

Treasurer

z. Canceling Uncollectible Taxes Assessed Upon Personal Property

Workforce Development Council

aa. Memorandum of Understanding w/One-Stop Partners

Item "b" – Travel Policy

Commissioner Small asked about the two exception clauses in the travel policy and said he didn't see the need for them. Chairman Bowman said he didn't know how they came about and recommended the Board work with Mr. Sparks regarding these exceptions. Commissioner Beaver asked why they were added. Mr. Sparks said he was not sure, but they were added at the time the County changed to a "per diem" reimbursement for meals.

The Board agreed Mr. Sparks should review the issue and bring back appropriate recommendations.

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

Public Hearing – CPA 08-02 – Repeal

Mike Shuttleworth and Susan Walker presented a resolution that rescinded Resolution 10-301. Ms. Walker said that 10-301 approved a revised UGA expansion for West Richland that was ultimately appealed and the County was remanded by the Growth Management Hearings Board to bring its comprehensive plan into compliance with the Growth Management Act.

Ms. Walker said the Planning Commission held its public hearing and recommended the Board rescind Resolution 10-301 and the Benton County staff also recommended the Board rescind that resolution to achieve compliance with the Growth Management Hearings Board.

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

MOTION: Commissioner Beaver moved to approve the resolution amending the Benton County Comprehensive Plan to resolve an appeal to the Eastern Washington Growth Management Hearings Board reflecting the expansion of the West Richland Urban Growth

Boundary and rescinding Resolution 10-301. Commissioner Small seconded and upon vote, the motion carried unanimously.

Chairman Bowman requested an executive session be added to the agenda to discuss potential litigation on a real estate issue.

Executive Session – Potential Litigation

The Board went into executive session at 9:15 a.m. for approximately 15 minutes with DPA Steve Hallstrom to discuss potential litigation. Also present were Ryan Brown, Barb Wagner, Melina Wenner, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out of executive session at 9:28 a.m. Mr. Hallstsrom said the Board discussed potential litigation but no action was taken.

The Board briefly recessed, reconvening at 9:30 a.m.

Continued Public Hearing – Vacation of Webber Canyon Road

Sue Schuetze said she contacted Benton PUD and requested they send a written statement why they wanted to keep the entire vacated area as a utility easement. She said that Benton PUD submitted a new map that included a substantial reduction of their initial request. Ms. Schuetze said that Public Works continued to recommend the right of way be vacated and changed the easement to match the map.

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

MOTION: Commissioner Beaver moved to accept the recommendations from staff and adopt the revised vacation of Webber Canyon Road. Commissioner Small seconded and upon vote, the motion carried unanimously.

Executive Session – Potential Litigation

The Board went into executive session at 9:36 a.m. for approximately five minutes with DPA Jonathan Young to discuss potential litigation. Also present were Bryan Perry, Melina Wenner, Loretta Smith Kelty, Steve Hallstrom, Ryan Brown, David Sparks, and Cami McKenzie. The Board came out at 9:40 a.m. and Mr. Young stated the Board took no action.

Executive Session – Potential Litigation

The Board went into executive session with DPA Ryan Brown at 9:40 a.m. for approximately 10 to discuss potential litigation regarding a piece of real estate owned by Benton County. Also present were Steve Hallstrom, Melina Wenner, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out of executive session at 9:52 a.m. Mr. Brown stated the Board needed more time and would go back into executive session for another 10 minutes. The Board came out of executive session at 10:00 a.m. Mr. Brown said the Board discussed potential litigation and took no action.

Vouchers

Check Date: 1/14/2011
Warrant #: 26180-26249
Total all funds: $708,538.08

Check Date: 1/18/2011
Warrant #: 231820-231841
Direct Deposit #: 60820-61017
Total all funds: $110,892.81

Check Date: 1/18/2011
Taxes #: 10111014
Total all funds: $31,137.58

Check Date: 1/21/2011
Warrants #: 26407-26718
Taxes #: 01160111
Taxes #: 01010111
Total all funds: $793,735.80

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

Resolutions

11-062 :	Benton County Tax Levy for 2011
11-063:	Benton County Business Travel and Expense Policy; Rescinding Resolution 10-123
11-064:	Lease Agreement w/Benton-Franklin Fair Association
11-065:	Contract w/Siefken and Sons Construction, Inc. for Health Building TI Project
11-066:	Contract w/Washington State Military Dept., Emergency Management Division for E911
11-067:	Interlocal Agreement w/City of West Richland for GIS Services
11-068:	Appreciation Certificate for Kennewick Police Captain Sharp
11-069:	Appreciation Certificate for Kennewick Police Officer Kist
11-070:	Contract Amendment #09/11-MH-NONPIHP-CFCS-01, w/Catholic Family & Child Service
11-071:	Contract Amendment #09/11-MHPIHP-CFCS-01, w/Catholic Family & Child Service
11-072:	Appointment of C O'Bannon to the Developmental Disabilities Advisory Board
11-073:	Personal Services Contract w/J & J Security & Transport, Inc.
11-074:	Termination of Personal Services Contract w/R Cornish
11-075:	Contract w/City of Benton City for Graffiti Abatement Program
11-076:	Payment Approval to D Burnett for Snow Removal
11-077:	Payment Approval to Intelligent Lighting Controls, Inc. for Electrical Panels and Software

11-078:	Amendment to Professional Services Agreement w/C Harkins
11-079:	Amendment to Professional Services Agreement w/R Swinburnson
11-080:	Denial of County Claim CC10-13
11-081:	Amendment to Appraisers Collective Bargaining Agreement
11-082:	Interlocal Agreement w/City of Benton City for Use of Solid Waste Brush Bandit
11-083:	Authorization to Schedule and Advertise Bid Date for Bituminous Surface Treatment 2011
11-084:	Contract w/DeAtley Crushing Company for 2011 Crushing and Stockpiling
11-085:	Authorization to Proceed with Crushing and Stockpiling 2011 Contract
11-086:	Authorization for Public Hearing for Proposed Vacation of Nine Canyon Road
11-087:	Canceling Uncollectible Taxes Assessed Upon Personal Property
11-088:	Memorandum of Understanding w/One-Stop Partners
11-089:	Amending Comprehensive Plan – Rescinding Resolution 10-031

There being no further business before the Board, the meeting adjourned at approximately 10:00 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND VISTA VETERINARY HOSPITAL FOR "AS NEEDED" VETERINARIAN MEDICAL SERVICES FOR THE ANIMALS HOUSED IN THE BENTON COUNTY ANIMAL CONTROL FACILITY

WHEREAS, the Benton County Animal Control Manager recommends entering into a Professional Service Contract with Vista Veterinary Hospital for "as needed" veterinarian medical services for the animals housed in the Benton County Animal Control Facility for a contract amount not to exceed $5,000.00; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached agreement between Benton County and Vista Veterinary Hospital for a contract amount not to exceed $5,000.00.

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: BC Animal Control
cc: Auditor; R. Ozuna; Contract Management; Vista Vet

Small

PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This CONTRACT is made and entered into by and between **BENTON COUNTY** ("COUNTY"), a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and **VISTA VETERINARY HOSPITAL** ("CONTRACTOR"), a Washington professional service corporation with its principal offices at 5603 W Canal Drive, Kennewick, WA 99336 for the provision of Veterinarian Medical Services as described herein, for the Benton County Animal Control Facility.

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the Professional Services Contract Terms and Conditions (this document) and the following additional document:

a. Exhibit "A" - Contractor's Service Rate Schedule.

2. **DURATION OF CONTRACT**

Contract period shall commence on 1st day of January 2011 and shall terminate on the 31st day of December 2011, unless terminated earlier pursuant to Section 12 herein. Upon agreement of both parties this contract may be continued on a year-to-year basis subject to agreement between the COUNTY and CONTRACTOR on any cost adjustments.

If either party seeks a rate adjustment, such adjustment request must be submitted in writing to the other party no later than October 31st of the current Contract year.

3. **VETERINARIAN SERVICES TO BE PROVIDED:**

CONTRACTOR and/or any of its licensed veterinarians and employees shall provide "as needed" veterinarian medical services for animals housed in the Benton County Animal Control Facility. Services provided under this Contract shall be provided at 1116 Grant Ct, Kennewick, WA or such other location as agreed upon by the parties' contract representatives. All services provided under this Contract shall be performed in accordance with current veterinary

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND COLEMAN ANIMAL HEALTH CENTER FOR "AS NEEDED" SPAY AND NEUTERING SERVICES FOR THE ANIMALS HOUSED IN THE BENTON COUNTY ANIMAL CONTROL FACILITY

WHEREAS, the Benton County Animal Control Manager recommends entering into a Professional Service Contract with Coleman Animal Health Center for "as needed" spay and neutering services and other medical services they are qualified to perform for the animals housed in the Benton County Animal Control Facility for a contract amount not to exceed ten thousand dollar and zero cents ($10,000); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached agreement between Benton County and Coleman Animal Health Center for a contract amount not to exceed $10,000.

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: BC Animal Control
cc: Auditor; R. Ozuna; Contract Management; Coleman Animal Health Center

Small

PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This CONTRACT is made and entered into by and between **BENTON COUNTY** ("COUNTY"), a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and **COLEMAN ANIMAL HEALTH CENTER** ("CONTRACTOR"), a Washington professional service corporation with its principal offices at 8823 Sandifur Parkway, Pasco, WA 99301 for the provision of Veterinarian Medical Services as described herein, for the Benton County Animal Control Facility.

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the Professional Services Contract Terms and Conditions and the following documents:

Exhibit A - Contractors Proposal Rate Sheet

2. **DURATION OF CONTRACT**

Contract period shall commence on 1st day of January 2011 and shall terminate on the 31st day of December 2011, unless terminated earlier pursuant to Section 12 herein. Upon agreement of both parties this contract may be continued on a year-to-year basis subject to agreement between the COUNTY and CONTRACTOR on any cost adjustments.

If either party seeks a rate adjustment, such adjustment request must be submitted in writing to the other party no later than October 31st of the current Contract year.

3. **VETERINARIAN SERVICES TO BE PROVIDED:**

a. CONTRACTOR and/or any of its licensed veterinarians and employees shall provide "as needed" spay and neutering, and/or any other services the CONTRACTOR is qualified to perform, for animals housed in the Benton County Animal Control Facility. Services provided under this Contract shall be provided at 8823 Sandifur Parkway, Pasco, WA or such other location as agreed upon by the parties' contract representatives. All services provided under this Contract shall be performed in accordance with current veterinary medical standards in existence at the time that such work

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY MOSQUITO CONTROL BOARD

WHEREAS, the two-year term for Mr. Scott Tingey will expired on December 31, 2010; and

WHEREAS, Mr. Tingey has expressed an interest to be reappointed for an additional two-year term representing district number 1; and

WHEREAS, the Mosquito Control District desires to have Mr. Tingey be appointed for an additional term to the Benton County Mosquito Control; **NOW, THEREFORE,**

BE IT RESOLVED that Scott Tingey is hereby reappointed to the Benton County Mosquito Control Board, said term ending on December 31, 2012.

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: Mosquito Control Board; file

Flores

Benton County Mosquito Control District

RECEIVED
JAN 20 2011
BENTON COUNTY
COMMISSIONERS

Leo ✓
Jim ✓
Shon ✓
David ✓
Loretta ✓
Other 1-31-11 agenda

January 19, 2011

Commissioner Leo Bowman
Benton County Board of Commissioners
P. O. Box 190
Prosser, WA 99350

Dear Commissioner Bowman:

I am writing to inform you that the two year term of Mr. Scott Tingey as a Trustee on the Benton County Mosquito Control Board expired on December 31, 2010. Mr. Tingey has expressed interest in serving another two year term.

Mr. Tingey has been a valuable asset to the District during his term, therefore I recommend that the Board of Commissioners reappoint Mr. Tingey for another two year term beginning January 1, 2011 and ending December 31, 2012. The Board would appreciate notification of the appointment as soon as possible.

Thank you for your attention to this matter.

Sincerely,

Angela Beehler
Manager

Angela Balint; District Manager
4951 W. Van Giesen Street
West Richland, WA 99353

Phone: (509) 967-2414 / (800) 942-6122
Fax: (509) 967-2490
www.MosquitoControl.org

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE REIMBURSEMENT PAYMENT TO SIEFKEN & SONS CONSTRUCTION, INC. FOR THE BUILDING PERMIT FOR THE TENANT IMPROVEMENT (TI) PROJECT LOCATED AT THE BENTON COUNTY HEALTH DISTRICT BUILDING

WHEREAS, per Resolution 11-065 dated January 24, 2011 the Board of Benton County Commissioners approved and executed the contract between Benton County and Siefken & Sons, Construction, Inc. for the construction of the Benton County Health District Building Tenant Improvement; and

WHEREAS, Benton County is responsible for the purchase of the building permit; however, in order to begin construction on site immediately the Contractor purchased the building permit and billed the County for reimbursement plus time and labor, as allowed in the contract, in the amount of $1,453.13; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes reimbursement to Siefken & Sons Construction, Inc. for a total amount of $1,453.13 for the purchase of the building permit plus labor time; and

BE IT FURTHER RESOLVED, the dollar amount paid to Siefken & Sons Construction, Inc. for the building permit is above and beyond the original construction contract amount approved in Resolution 11-065.

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: BC Animal Control
cc: Auditor; Animal Control; Contract Management; Siefken & Sons

Small

Siefken & Sons Construction, Inc.

GENERAL CONTRACTOR: SIEFKSC198MZ
1305 Mansfield, Suite 1, Richland, WA 99352 Phone (509) 946-6500 / Fax (509) 946-6506

DATE: 01/26/11
INVOICE #: 1913
PROJECT: Benton County Health District Bldg - 2nd Floor TI

INVOICE

Thank you for your business!

BILL TO:
Benton County
ATTN: Lisa
620 Market Street
Prosser, WA 99350

Description of Work Performed	Hours	Rate	Amount
Reimbursement for building permit			$1,166.75
Plus: P/O		15%	175.01
Subtotal			$1,341.76
Plus: WA State Sales Tax @ 8.3%			$111.37
TOTAL DUE			**$1,453.13**

e

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 31 Jan 2011	Execute Contract	Consent Agenda X
Subject: veterans monument	Pass Resolution	Public Hearing
Memo Date: 25 Jan 2011	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion X	2nd Discussion
Reviewed By: LSK & LB	Other	Other

SUMMARY & BACKGROUND

Commissioners received a letter from the Veterans Club at WSU-Tri-Cities (attached) requesting assistance with a monument they are attempting to construct on campus. The attached draft letter for Commissioner consideration reflects some discussions resulting in a conclusion that the County would likely not be able to participate in the project in the ways they are requesting.

FISCAL IMPACT

None, under the position and provisions of this letter.

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

31 January 2010

Scott Dawson
Veterans Club at Washington State University – Tri-Cities
2710 Crimson Way
Richland, Washington 99354

Re: Veterans Monument at WSU-TC

Dear Mr. Dawson,

The Board of Commissioners is in receipt of your letter of January 7, 2011 regarding efforts on campus to build a monument honoring the service of our military personnel. We as citizens of our great country are aware and appreciative of the service our veterans have performed. This is an excellent endeavor and we wish you well with this undertaking.

You asked about a role that the County might be able to play in this project, specifically in regards to a financial contribution or an in-kind donation. Unfortunately, both of these seem unlikely for us, as the County is not able to directly donate money to outside projects such as this; nor are we aware of any such in-kind services that we would either have available or be legally able to provide.

We would like your club to know, however, that we assist with veterans issues when we are able. For example, our Veterans Assistance Fund provides limited financial assistance to eligible veterans who are experiencing financial hardships.

Again, while we apologize that we cannot be of more direct assistance on this project, we are excited about your concept and hope you are able to bring it to fruition. If there is some other way we can help, such as providing a letter in support of a grant or something else like that, please let us know and we will see what we can do. If you have further questions or have additional requests in this regard, please direct those to Adam J. Fyall on our staff at 736-3053. Thank you again, and good luck.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

_____

Leo Bowman, Chairman

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

f

AGENDA ITEM: Consent	**TYPE OF ACTION NEEDED**	CONSENT AGENDA xx
MEETING DATE: B/C 01-31-11 B/C 02-09-11	Executive Contract xx	PUBLIC HEARING
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney - Nanette K Blackburn	Pass Resolution xx	1ST DISCUSSION
	Pass Ordinance	2ND DISCUSSION
Prepared By: Sharon Paradis	Pass Motion	OTHER
Reviewed By:	Other	

BACKGROUND INFORMATION

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Nanette K Blackburn. Ms. Blackburn was a Deputy Prosecutor with the Benton County Prosecutor's Office in the Juvenile Unit and a Probation Supervisor at the Benton Franklin County Juvenile Court prior to working as a Team Child contract attorney. This negotiated Professional Service Agreement meets the current Office of Public Defense standards and is for the term of February 1, 2011 through December 31, 2013.

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

Compensation for the panel attorney is set forth in the approved Juvenile Court's 2011 budget.

MOTION

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

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 PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND NANETTE K BLACKBURN, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service Agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Nanette K Blackburn, be approved as presented; 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 Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Nanette K Blackburn

DATED this 31st 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 9th day of February 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-Blackburn, 1-BFJJC

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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFJC1113NKB001

THIS AGREEMENT is entered into by and between **Nanette K Blackburn**, attorney at law, Washington State Bar Association #35623 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

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

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of February, 2011** and shall continue thereafter through and including the **31st day of December, 2013**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **234 W Kennewick Ave, Kennewick, WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 582-3291** and **(509) 582-6484** respectively; and Attorney's current office/work e-mail address is **nkblaw@gmail.com.**

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACTING WITH RAY POLAND & SONS, INC. FOR THE RESTROOM INSTALLATION PREPARATION LOCATED AT RATTLESNAKE MOUNTAIN SHOOTING FACILITY

WHEREAS, membership and use at the Rattlesnake Mountain Shooting Facility has grown steadily over the past 20 years; and

WHEREAS, the "Rose-Iris Range", the most heavily used part of the Shooting Facility at the main entrance is currently undergoing a facelift and has outgrown the use of portable toilets; and

WHEREAS, placement of a permanent restroom at this location was identified as a good partnership project for Benton County Parks to lead as improvements to the Shooting Facility; and

WHEREAS, a foundation and electrical/plumbing connections have to be built for emplacement of the modular restroom, and a septic tank and drain field installed; and

WHEREAS, proposals were solicited from contractors on the Benton County's Small Works Roster for said work, and three proposals were received from the following:

- Ray Poland & Sons, Inc., Kennewick, WA - $19,890.00 plus WSST
- Siefken & Sons Construction, Inc., Kennewick, WA - $25,459.00 plus WSST
- Fowler General Construction, Inc., Kennewick, WA - $25,488.46 plus WSST

WHEREAS, the Benton County Parks Department reviewed the quotes and recommends awarding the Rattlesnake Mountain Shooting Facility project to Ray Poland & Sons, Inc. – Contractors License No. RAYPOS*243JE as the lowest responsive bidder for a proposal amount of $19,890.00 plus WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards said project to Ray Poland & Sons, Inc. for a contract amount of $19,890.00 plus WSST with a total contract amount payable, including acceptable overages, incidentals and other unanticipated costs not exceed $22,000.00 excluding WSST; and

Contract No. 11-30001

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 "COUNTY"), and **RAY POLAND & SONS, INC.** a corporation authorized to do business in the State of Washington with its principal offices at 503 W Columbia Drive, Kennewick, WA 99336(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Exhibit A - Contractors Proposal Dated December 8, 2010
b. Exhibit B - Request for Proposal & Drawings
c. Exhibit C - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate April 30, 2011, unless earlier terminated pursuant to Section 16 herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to prep the area for the installation of a pre-fabricated restroom building, which consist of prep level grade with crushed rock for building; install plumbing stub ups for sewer and floor drains and connect; install 1,000 gallon septic tank and pump control chamber; install 4" drain pipe and 400 LF of perf trench; install water service stub up to building within 30 LF; install electrical (15 amp max) for lighting & septic pump approx. 70 LF. All services shall be provided in a workmanlike manner consistent with current industry standards.

In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	1/31/2011	Execute Contract	____	Consent Agenda	__X__
Subject:	Public Official Bonds	Pass Resolution	__X__	Public Hearing	____
		Pass Ordinance	____	1st Discussion	____
Prepared by:	Melina Wenner	Pass Motion	____	2nd Discussion	____
Reviewed by:	Melina Wenner	Other	____	Other	____

BACKGROUND INFORMATION

In accordance with RCW 36.16.050, the county legislative authority is to approve bonds for the following elected officials: Assessor, Auditor, Coroner, Prosecuting Attorney, Sheriff, and Treasurer. Once signed as the approving officer, the bonds will be filed in the Clerk's Office.

SUMMARY

See attached resolution and Public Official Bond and Oaths.

RECOMMENDATION

Pass Resolution

FISCAL IMPACT

N/A

MOTION

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AS THE APPROVING OFFICER OF THE OFFICIAL BOND AND OATH FOR THE ASSESSOR, AUDITOR, CORONER, PROSECUTING ATTORNEY, SHERIFF, AND TREASURER.

WHEREAS, RCW 36.16.050, Official Bonds, states that the bonds of elective county officers; Assessor, Auditor, Coroner, Prosecuting Attorney, Sheriff, and Treasurer are to be approved by proper legislative authority; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign as the Approving Officer that the Official Bond and Oath for the Assessor, Auditor, Coroner, Prosecuting Attorney, Sheriff, and Treasurer have been inspected and are approved.

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:	1/31/2011	Execute Contract	_____	Consent Agenda	__X__
Subject:	Claim CC10-15	Pass Resolution	__X__	Public Hearing	_____
Prepared by:	Melina Wenner	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Melina Wenner	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

Denial of Claim CC10-15

SUMMARY

See above

RECOMMENDATION

Pass Resolution

FISCAL IMPACT

N/A

MOTION

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIMS CC10-15:

WHEREAS, the Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed claim CC10-15; 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 CC10-15.

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

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT RENTAL RATES FOR COUNTY ROAD EQUIPMENT RENTAL AND REVOLVING FUND - 2011

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

WHEREAS, the current Equipment Rental Rates were last reviewed in January 2010; and

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

WHEREAS, the County Engineer recommends that the attached schedule of Equipment Rental Rates be approved and become effective January 1, 2011; NOW, THEREFORE,

BE IT RESOLVED that the attached schedule of E. R. & R. Fund Equipment Rental Rates for all County Road Equipment be approved and be effective January 1, 2011.

Dated this 31st day of January, 2011.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners of Benton County, Washington.

SWB:LJM:slc

E.R.R. Fund
Equipment Rental Rate Schedule
2011

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

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
0095	Water Pump, portable	$15.00 (hr)	$15.00 (hr)
0096	Water Pump, portable	$15.00 (hr)	$15.00 (hr)
0172	Truck, Oil Distributor	$106.99 (hr)	$81.70 (hr)
0212	Pipe trailer	$15.75 (hr)	$15.00 (hr)
0215	Generator, portable	$5.00 (hr)	$5.00 (hr)
0216	Vibratory tamper	$25.93 (hr)	$25.93 (hr)
0217	Vibratory tamper	$25.93 (hr)	$25.93 (hr)
0253	Roller trailer	$3.59 (hr)	$4.07 (hr)
0273	Concrete vibrator	$2.00 (hr)	$2.00 (hr)
0322	Trailer, Beaver Tail, TBR 10-12	$10.48 (hr)	$11.13 (hr)
0334	Trailer/Eng. Lab.	$7.76 (hr)	$7.38 (hr)
0335	Excavator	$97.65 (hr)	$104.16 (hr)
0351	Vibratory roller	$5.69 (hr)	$6.22 (hr)
0358	2-Way Dump truck	$92.73 (hr)	$94.76 (hr)
0362	Truck/tractor	$57.64 (hr)	$59.28 (hr)
0371	2-Way Dump Truck	$62.38 (hr)	$59.28 (hr)
0375	Water Truck	$44.16 (hr)	$58.16 (hr)
0388	Equipment trailer	$14.00 (hr)	$41.37 (hr)
0390	Water pump	$16.95 (hr)	$19.93 (hr)
0399	Loader/backhoe	$45.73 (hr)	$36.86 (hr)
0405	2-Way Dump Truck	$58.13 (hr)	$74.83 (hr)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
0406	2-Way Dump Truck	$80.41 (hr)	$102.77 (hr)
0407	Truck, Patch	$31.81 (hr)	$28.48 (hr)
0410	Grader	$101.83 (hr)	$117.32 (hr)
0417	Trailer, pup	$12.13 (hr)	$29.10 (hr)
0418	Trailer, equipment	$18.65 (hr)	$16.80 (hr)
0419	Trailer, belly dump	$28.98 (hr)	$23.94 (hr)
0420	Conveyor	$12.33 (hr)	$10.75 (hr)
0424	Rock rake	$46.24 (hr)	$34.82 (hr)
0425	Rock rake	$7.16 (hr)	$7.48 (hr)
0428	Pup trailer	$32.02 (hr)	$15.76 (hr)
0429	Broom	$48.00 (hr)	$32.18 (hr)
0432	Trailer, tank	$17.05 (hr)	$12.14 (hr)
0434	Pickup, 4x4 (3/4 T Diesel)	$15.30 (hr)	$20.15 (hr)
0435	Pickup, 1/2 ton (Gas)	$25.19 (hr)	$22.50 (hr)
0438	Trailer	$18.52 (hr)	$12.10 (hr)
0439	Trailer	$23.76 (hr)	$14.54 (hr)
0441	1 Ton Truck (w/ flatbed)	$21.52 (hr)	$28.37 (hr)
0442	Tilt Trailer	$12.85 (hr)	$11.13 (hr)
0443	1-Ton Service Truck	$45.73 (hr)	$39.97 (hr)
0444	Pickup (3/4 T Trapwagon)	$15.07 (hr)	$12.54 (hr)
0447	Spray Tank	$14.78 (hr)	$17.32 (hr)
0449	Road Grader	$91.59 (hr)	$84.52 (hr)
0450	Loader	$43.67 (hr)	$37.82 (hr)
0452	Roller	$25.16 (hr)	$36.24 (hr)
0453	Compactor	$7.43 (hr)	$9.16 (hr)
0455	Pickup (3/4 T Flatbed - Gas)	$26.67 (hr)	$30.88 (hr)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
0458	Conveyor	$15.58 (hr)	$15.70 (hr)
0459	Conveyor	$11.64 (hr)	$11.10 (hr)
0460	Loader-backhoe	$44.51 (hr)	$43.94 (hr)
0461	Water Truck	$39.74 (hr)	$32.88 (hr)
0462	Spray unit	$3.84 (hr)	$4.58 (hr)
0464	Pickup, Small (Gas)	$25.54 (hr)	$25.54 (hr)
0466	Pickup (1/2 T - Gas)	$15.50 (hr)	$21.89 (hr)
0467	Vibratory Tamper	$37.70 (hr)	$69.77 (hr)
0468	Water Truck	$71.35 (hr)	$56.43 (hr)
0469	Grader	$109.92 (hr)	$107.53 (hr)
0470	Dump Truck 10-12 cy	$68.82 (hr)	$69.09 (hr)
0471	Dump Truck 10-12 cy	$84.69 (hr)	$68.12 (hr)
0472	Dump Truck 10-12 cy	$70.80 (hr)	$78.01 (hr)
0473	Dump Truck	$77.84 (hr)	$59.54 (hr)
0474	Dump Truck	$70.63 (hr)	$55.54 (hr)
0475	Dump Truck	$75.25 (hr)	$72.76 (hr)
0476	Utility Truck	$47.49 (hr)	$41.40 (hr)
0477	Rock Spreader	$28.11 (hr)	$41.00 (hr)
0478	Rock Spreader	$26.66 (hr)	$26.66 (hr)
0479	Rock Spreader	$26.72 (hr)	$23.92 (hr)
0480	De-Icing Tank	$39.50 (hr)	$37.71 (hr)
0481	De-Icing Tank	$86.32 (hr)	$69.36 (hr)
0482	Rammer	$14.16 (hr)	$6.96 (hr)
0484	Front End Loader	$64.98 (hr)	$65.30 (hr)
0485	Grader	$89.62 (hr)	$76.80 (hr)
0486	Utility Vehicle	$23.63 (hr)	$26.60 (hr)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
0487	Pickup (1/2 T - Gas)	$3.24 (hr)	$2.59 (hr)
0488	Pickup (3/4 T - Diesel)	$15.17 (hr)	$12.86 (hr)
0489	Rock Rake	$28.35 (hr)	$18.34 (hr)
0490	Truck - Hot Patch unit mounted	$150.11 (hr)	$132.17 (hr)
0492	Grader	$84.69 (hr)	$63.73 (hr)
0493	V Snowplow	$10.00 (hr)	$25.00 (hr)
0494	Pickup	$19.75 (hr)	$21.59 (hr)
0495	Roller	$65.08 (hr)	$98.22 (hr)
0496	Sedan	$8.65 (hr)	$7.18 (hr)
0497	Pickup	$13.98 (hr)	$12.18 (hr)
0498	Pickup	$16.08 (hr)	$10.43 (hr)
0499	Pickup	$16.26 (hr)	$17.51 (hr)
0500	Grader	$97.74 (hr)	$93.21 (hr)
0501	Forklift	$20.00 (hr)	$20.00 (hr)
0502	De-Icing Tank	$50.68 (hr)	$42.56 (hr)
0503	Paint Sprayer	$10.00 (hr)	$10.00 (hr)
0504	Broom	$76.64 (hr)	$63.57 (hr)
0505	Tractor/Mower	$78.59 (hr)	$76.73 (hr)
0506	Wood Chipper	$62.72 (hr)	$47.24 (hr)
0507	Pickup 4x4	$7.01 (hr)	$6.01 (hr)
0508	Pickup	$17.45 (hr)	$20.64 (hr)
0509	Spray Truck	$28.60 (hr)	$26.00 (hr)
0510	Pickup	$17.28 (hr)	$29.60 (hr)
0511	Tractor	$100.61 (hr)	$103.92 (hr)
0512	Sedan	$10.37 (hr)	$10.37 (hr)
0513	Sedan	$10.37 (hr)	$10.37 (hr)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
0514	Forklift	$20.00 (hr)	$20.00 (hr)
0515	Pickup	$10.51 (hr)	$8.46 (hr)
0516	Pickup	$15.83 (hr)	$19.42 (hr)
0517	Pickup	$17.24 (hr)	$13.93 (hr)
0518	Truck, Spray	$96.04 (hr)	$75.77 (hr)
0520	1-Ton Service Truck	$50.00 (hr)	$50.00 (hr)
0521	Sedan	$10.37 (hr)	$10.37 (hr)
0522	Pickup	$15.30 (hr)	$15.38 (hr)
0523	Pickup	$14.70 (hr)	$14.04 (hr)
0524	Pickup 4x4 (1/2 ton gas)	$0.00 (hr)	$10.29 (hr)
0525	Pickup 4x4 (1 ton diesel)	$13.80 (hr)	$11.55 (hr)
0526	Pickup	$16.28 (hr)	$18.80 (hr)
0527	Pickup	$15.86 (hr)	$10.94 (hr)
0528	Pickup	$15.86 (hr)	$21.65 (hr)
0529	Pickup	$15.86 (hr)	$15.68 (hr)
0530	Pickup	$15.86 (hr)	$12.86 (hr)
0531	Utility Vehicle	$11.48 (hr)	$12.37 (hr)
0532	Pickup	$19.20 (hr)	$15.80 (hr)
0533	Utility Vehicle	$0.00 (hr)	$12.96 (hr)
1017	Compact	$0.00 (yr)	$139.00 (yr)
1024	Sedan	$0.00 (yr)	$139.00 (yr)
1025	Sedan	$2,339.00 (yr)	$1,291.00 (yr)
1026	Sedan	$169.00 (yr)	$851.00 (yr)
1029	Sedan	$0.00 (yr)	$1,802.00 (yr)
1030	Sedan	$547.00 (yr)	$520.00 (yr)
1033	Sedan	$1,452.00 (yr)	$1,231.00 (yr)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
1034	Pickup	$11.64 (hr)	$11.64 (hr)
1036	Pickup	$0.00 (yr)	$1,350.00 (yr)
1037	Pickup	$1,460.00 (yr)	$1,589.00 (yr)
1039	Pickup	$0.00 (yr)	$1,635.00 (yr)
1041	Pickup	$0.00 (yr)	$0.00 (yr)
1042	Sedan	$67.00 (yr)	$633.00 (yr)
1045	Pickup	$375.00 (yr)	$2,089.00 (yr)
1046	Cargo Van	$0.00 (yr)	$1,301.00 (yr)
1047	Sedan	$279.00 (yr)	$656.00 (yr)
1048	Sedan	$938.00 (yr)	$2,470.00 (yr)
1049	Sedan	$13.00 (yr)	$1,016.00 (yr)
1050	Sedan	$127.00 (yr)	$1,257.00 (yr)
1051	Station Wagon	$1,630.00 (yr)	$663.00 (yr)
1053	Sedan	$1,248.00 (yr)	$205.00 (yr)
1056	Sedan	$1.00 (yr)	$884.00 (yr)
1057	Pickup	$1,746.00 (yr)	$883.00 (yr)
1058	Sedan	$1,563.00 (yr)	$207.00 (yr)
1059	Cargo Van	$1,843.00 (yr)	$441.00 (yr)
1061	Sedan	$1,289.00 (yr)	$2,153.00 (yr)
1063	Pickup	$1,853.00 (yr)	$3,325.00 (yr)
1064	Utility Vehicle	$2,671.00 (yr)	$2,044.00 (yr)
1065	Sedan	$2,857.00 (yr)	$963.00 (yr)
1066	Sedan	$1,621.00 (yr)	$1,325.00 (yr)
1067	Pickup	$2,544.00 (yr)	$2,038.00 (yr)
1068	Sedan	$4,617.00 (yr)	$1,686.00 (yr)
1069	Sedan	$8,775.00 (yr)	$8.65 (hr)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
1070	Van	$5,320.00 (yr)	$5,202.00 (yr)
1071	Sedan	$3,550.00 (yr)	$5,776.00 (yr)
1072	Pickup	$7,045.00 (yr)	$7,127.00 (yr)
1073	Sedan	$5,050.00 (yr)	$7,598.00 (yr)
1074	Sedan	$5,657.00 (yr)	$8,159.00 (yr)
1075	Sedan	$7,080.00 (yr)	$7,132.00 (yr)
1076	Van	$5,443.00 (yr)	$5,933.00 (yr)
1077	Sedan	$4,951.00 (yr)	$5,785.00 (yr)
1078	Sedan	$5,463.00 (yr)	$5,969.00 (yr)
1079	Pickup	$5,399.00 (yr)	$5,843.00 (yr)
1080	Sedan	$5,262.00 (yr)	$7,854.00 (yr)
1081	Pickup	$6,931.00 (yr)	$6,578.00 (yr)
1082	Pickup	$8,355.00 (yr)	$9,065.00 (yr)
1083	Sedan	$4,668.00 (yr)	$5,631.00 (yr)
1084	Sedan	$3,413.00 new	$6,545.00 (yr)
1085	Sedan	$3,413.00 new	$6,234.00 (yr)
1086	Pickup	$3,446.00 new	$5,684.00 (yr)
1087	Pickup	$3,446.00 new	$5,101.00 (yr)
1088	Sedan	$0.00 new	$4,606.00 (yr)
1089	Utility Vehicle	$0.00 new	$3,430.00 (yr)
1090	Passenger Van	$0.00 new	$2,710.00 (yr)
1091	Sedan	$0.00 new	$2,710.00 (yr)
E5005	Digitizing Tablet	$0.00 (mo)	$0.00 (mo)
E5013	Notebook	$0.00 (mo)	$0.00 (mo)
E5021	Wheelwriter	$0.00 (mo)	$0.00 (mo)
E5024	Notebook	$0.00 (mo)	$0.00 (mo)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
E5038	Workstation	$0.00 (mo)	$0.00 (mo)
E5040	Workstation	$0.00 (mo)	$0.00 (mo)
E5041	Notebook	$0.00 (mo)	$0.00 (mo)
E5042	Notebook	$0.00 (mo)	$0.00 (mo)
E5044	Workstation	$0.00 (mo)	$0.00 (mo)
E5049	Workstation	$0.00 (mo)	$0.00 (mo)
E5051	Workstation	$0.00 (mo)	$0.00 (mo)
E5053	Workstation	$0.00 (mo)	$0.00 (mo)
E5054	Design Printer	$0.00 (mo)	$0.00 (mo)
E5055	Printer	$0.00 (mo)	$0.00 (mo)
E5057	Workstation	$0.00 (mo)	$0.00 (mo)
E5058	Workstation	$0.00 (mo)	$0.00 (mo)
E5059	Workstation	$0.00 (mo)	$0.00 (mo)
E5060	Total Station	$0.00 (hr)	$0.00 (hr)
E5061	Data Collector	$0.00 (hr)	$0.00 (hr)
E5062	Printer	$0.00 (mo)	$0.00 (mo)
E5063	Nuclear Density Gauge	$11.00 (hr)	$11.00 (hr)
E5064	Workstation	$0.00 (mo)	$0.00 (mo)
E5065	Workstation	$0.00 (mo)	$0.00 (mo)
E5067	Workstation	$0.00 (mo)	$0.00 (mo)
E5068	Workstation	$0.00 (mo)	$0.00 (mo)
E5069	Autolevel	$0.00 (mo)	$0.00 (mo)
E5071	Printer/Scanner	$0.00 (mo)	$0.00 (mo)
E5072	Workstation	$0.00 (mo)	$0.00 (mo)
E5073	Workstation	$0.00 (mo)	$0.00 (mo)
E5074	Workstation	$0.00 (mo)	$0.00 (mo)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
E5075	Workstation	$0.00 (mo)	$0.00 (mo)
E5076	Nuclear Density Gauge	$11.00 (hr)	$11.00 (hr)
E5077	Workstation	$0.00 (mo)	$0.00 (mo)
E5078	Workstation	$0.00 (mo)	$0.00 (mo)
E5079	Workstation	$0.00 (mo)	$0.00 (mo)
E5080	Workstation	$0.00 (mo)	$0.00 (mo)
E5081	Monitor	$0.00 (mo)	$0.00 (mo)
E5083	Monitor	$0.00 (mo)	$0.00 (mo)
E5085	Printer/Scanner/Fax	$0.00 (mo)	$0.00 (mo)
E5086	Workstation	$0.00 (mo)	$0.00 (mo)
E5087	Workstation	$0.00 (mo)	$0.00 (mo)
E5088	Workstation	$0.00 (mo)	$0.00 (mo)
E5089	Workstation	$0.00 (mo)	$0.00 (mo)
E5090	Monitor	$0.00 (mo)	$0.00 (mo)
E5091	Monitor	$0.00 (mo)	$0.00 (mo)
E5092	Monitor	$0.00 (mo)	$0.00 (mo)
E5093	Monitor	$0.00 (mo)	$0.00 (mo)
E5094	PDA	$21.65 (mo)	$21.65 (mo)
E5095	Workstation	$46.39 (mo)	$46.39 (mo)
E5096	Monitor	$18.22 (mo)	$18.22 (mo)
E5097	Workstation	$74.38 (mo)	$74.38 (mo)
E5098	Workstation	$74.38 (mo)	$74.38 (mo)
E5099	Monitor	$14.22 (mo)	$14.22 (mo)
E5100	Monitor	$14.22 (mo)	$14.22 (mo)
E5101	Workstation	$40.62 (mo)	$40.62 (mo)
E5102	Workstation	$35.99 (mo)	$35.99 (mo)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
E5103	Printer	$127.32 (mo)	$127.32 (mo)
E5104	Total Station	$36.34 (hr)	$36.34 (hr)
E5105	Laptop Computer	$40.99 (mo)	$40.99 (mo)
E5106	Workstation	$37.51 (mo)	$37.51 (mo)
E5107	Workstation	$37.51 (mo)	$37.51 (mo)
E5108	Workstation	$37.51 (mo)	$37.51 (mo)
E5109	Workstation	$37.51 (mo)	$37.51 (mo)
E5110	Printer	$3.06 (mo)	$3.06 (mo)
E5111	Printer	$25.59 (mo)	$25.59 (mo)
E5113	Laptop Computer	$48.48 (mo)	$48.48 (mo)
E5114	Laptop Computer	$0.75 (hr)	$0.75 (hr)
E5115	Laptop Computer	$0.75 (hr)	$0.75 (hr)
E5116	Workstation	$33.23 (mo)	$33.23 (mo)
E5117	Printer	$20.88 (mo)	$20.88 (mo)
E5118	Workstation	$99.21 (mo)	$99.21 (mo)
E5119	Workstation	$93.92 (mo)	$93.92 (mo)
E5120	Workstation	$93.92 (mo)	$93.92 (mo)
E5121	Workstation	$24.00 (mo)	$24.00 (mo)
E5122	CPU	$42.09 (mo)	$42.09 (mo)
E5123	CPU	$42.09 (mo)	$42.09 (mo)
E5124	CPU	$41.84 (mo)	$41.84 (mo)
E5125	CPU	$29.30 (mo)	$29.30 (mo)
E5126	CPU	$24.96 (mo)	$24.96 (mo)
E5127	Workstation	$99.02 (mo)	$99.02 (mo)
E5128	Workstation	$32.00 (mo)	$32.00 (mo)
E5129	Printer	$0.00 (mo)	$137.10 (mo)

EQUIP. NO.	DESCRIPTION	CURRENT RENTAL RATE 01/01/10	REVISED RENTAL RATE 01/01/11
E5130	Workstation	$0.00 (mo)	$31.88 (mo)
E5131	CPU	$0.00 (mo)	$65.48 (mo)
E5132	CPU	$0.00 (mo)	$65.48 (mo)
E5133	CPU	$0.00 (mo)	$57.18 (mo)

R E S O L U T I O N

K

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DIVERTING ROAD TAX LEVY FUNDS TO CURRENT EXPENSE FOR TRAFFIC ENFORCEMENT PURPOSES

WHEREAS, the Board of Benton County Commissioners certified the collection of Road taxes in the Year 2011 in the unincorporated areas of the County for traffic enforcement, road administrative refund, and road purposes; and

WHEREAS, the Board of Benton County Commissioners, by adopting the 2011 annual road budget, authorized the diversion of a portion of Road Tax Levy monies for traffic enforcement in the unincorporated areas of the County; NOW, THEREFORE,

BE IT RESOLVED that the 2011 Road Tax Levy of 1.82364388 mills, generating approximately $5,520,312, be divided as follows:

0.089624826 mills, generating approximately $494,757, be deposited in the Current Expense Fund (No. 0000-101), and identified as revenue code 311.20.0001;

1.734019054 mills, generating approximately $5,025,555, be deposited in the Road Fund (No. 0101-101); and

Dated this 31st 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

SWB:LJM:slc

c: Treasurer, Auditor, Road

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: CERTIFICATION OF THE 2011 ROAD LEVY AND ESTIMATED REVENUE PRODUCED AS PER WAC 136-150-021

WHEREAS, the Board of County Commissioners have reviewed the Certification of the 2011 Road Levy and finds the Certification to be complete; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners that the attached Certification of the 2011 Road Levy and Estimated Revenue Produced Form be and hereby is approved, and that the Chairman is authorized to sign the Digital Submittal Certification form for said Road Levy Certification.

Dated this 31st 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.

SWB:LJM:slc

G:\PUBLIC WORKS FILE SYSTEM\Administration\Financial\Road\Road Levy\Road Levy Revised Certification Resolution.doc

STATE OF WASHINGTON
COUNTY ROAD ADMINISTRATION BOARD

CERTIFICATION OF THE 2011 ROAD LEVY, AND ESTIMATED REVENUE PRODUCED
(year) (WAC 136-150-021)

Submitting County: BENTON Total County Valuation: $ 13,903,637,676.00 *

	($/Thousand)	Road District Valuation	Revenue Produced From County Road Property
Maximum Permissible Road Levy:	$ 1.9526465991 (1)	$ 3,027,078,081.00 (2)	$ 5,910,813.72 [(1x2)/1,000]=3

County Road Property Tax Shifted to Current Expense in Accordance with RCW 84.52.043:

	($/Thousand)	Road District Valuation	Revenue Lost From County Road Property Tax
Levy Shift:	(4)	$ 3,027,078,081.00 (2)	$ - [(4x2)/1,000]=5

Adjusted Maximum Permissible Road Levy:

	($/Thousand)	Road District Valuation	Revenue Produced From County Road Property
	$ 1.95264659907 (1-4=6)	$ 3,027,078,081.00 (2)	$ 5,910,813.72 [(6x2)/1,000]=7

Actual Established Road Levy:

	($/Thousand)	Road District Valuation	Total Revenue Produced
Levy Fixed in Accordance RCW 36.40.090:	$ 1.823643880000 (8)	$ 3,027,078,081.00 (2)	$ 5,520,312.42 [(8x2)/1,000]=9

County Road Property Tax Revenues Diverted For Other Purposes In Accordance With RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

	Service to be Provided:	Diverted $/Thousand	Revenue Produced:
1	Traffic Law Enforcement	$ 0.08962482555	$ 494,757.00
2			
	* **Total Diverted Road Levy:**	**$ 0.089625** (10)	**$ 494,757.00** (11)
	Revenues Remaining for Roads (RCW 36.82.040)	**$ 1.734019** (8-10)	**$ 5,025,555.42** (9-11)

Road Funds Budgeted to be used for Traffic Law Enforcement:

		Funded Through:	Budgeted Amount:
1	Traffic Law Enforcement	Operating Transfer (per agreement)	
2	Traffic Law Enforcement	Direct Payment (cost reimbursement)	
		* **Total Budgeted Road Fund Expenditures:**	$ - (12)

---

* ***Reporting of Diverted Road Levy and budgeted Road Fund expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. See WAC 136-150-030.***

Note: *WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".*

DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD

FOR 2011 Road Levy Certification

County # 3 County Name BENTON

Required Submittal Date: **February 1, 2011**

The document checked below is hereby submitted from the county named above for the review and acceptance of the County Road Administration Board.

[x] Road Levy Certification for 2011

January 31, 2011

Chair / Executive **Date:**

Leo M. Bowman, Chairman
Board of Benton County Commissioners

January 25, 2011

County Engineer - Malcolm Bowie, P.E. Date

For CRAB Use Only

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 PROSSER 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 Prosser 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 Prosser; 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 Prosser 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 31st 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

GENDA ITEM	TYPE OF ACTION NEEDED		
: Jan. 31, 2011	Execute Agreement	X	Consent Agenda X
nterlocal Agreement for	Pass Resolution	X	Public Hearing
ase of Solid Waste Chipper	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 Prosser 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 Prosser 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 the City of Prosser whose address 601 7th Street, Prosser, Washington 99350 (hereinafter "the City") and Benton County, whose address is P.O. Box 110, Prosser, Washington, 99350 (hereinafter "Benton County" or "the County").

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

WHEREAS, the City of Prosser 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 Prosser 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.

3. **Responsibilities of the City of Prosser:** The City shall have the following duties and responsibilities under this Agreement:

   A. The City shall inspect the Brush Bandit upon arrival to ensure the Brush Bandit is in a working and safe condition

   B. The City shall pay directly to Benton County all amounts set forth in certified statements of Benton County's labor expenses involved in delivering and picking up the Brush Bandit within thirty (30) days of receipt of a certified statement of these documents.

   C. The City shall notify the County within twenty-four (24) hours of final use of the Brush Bandit, that the Brush Bandit is ready to be returned to the County.

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	31 Jan 2011	Execute Contract		Consent Agenda	X
Subject:	R/W Vacation	Pass Resolution	X	Public Hearing	
Prepared by:	Sue Schuetze	Pass Ordinance		1st Discussion	
Reviewed by:	Steve Becken	Pass Motion		2nd Discussion	
		Other		Other	

BACKGROUND INFORMATION

Resolution #10-720, dated November 22, 2010, set a public hearing for January 3, 2011 at 9:10 a.m., for proposed road right of way vacation of Webber Canyon Road et al; the public hearing on January 3 was tabled until January 10, 2011; the public hearing on January 10 was continued on January 24, 2011 at which time all the data had been gathered to give a final report to the Benton County Commissioners. The board voted to approve the vacation, with the stipulation that a utility easement be created.

SUMMARY

Benton County has proposed that the right of ways be vacated and abandoned, and that the right of way proposed for vacation and abandonment are numerous pieces of land that have become excess due to road construction and the realignment of Webber Canyon Road in conjunction with a new railroad undercrossing recently completed in the Kiona area; and the realignment of Webber Canyon Road left excess right of way of the old alignment that will no longer be needed; and that a utility easement be created.

RECOMMENDATION

Recommend approval on Consent Agenda.

FISCAL IMPACT

None

MOTION

N/A

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1939 VAC PROPOSED VACATION OF IMPROVED AND UNIMPROVED RIGHT OF WAY OF WEBBER CANYON ROAD, 2ND STREET, 3RD STREET, AND NEWTON AVENUE, ALL LOCATED IN THE PLAT OF CORRECTED PLAT OF KELSO'S FIRST ADDITION OF KIONA LOCATED IN SECTION 19, TOWNSHIP 9 NORTH, RANGE 27 EAST, W.M.

WHEREAS, Resolution #10-720, dated November 22, 2010, set a public hearing for January 3, 2011 at 9:10 a.m., for proposed road right of way vacation of Webber Canyon Road et al; the public hearing on January 3 was tabled until January 10, 2011; the public hearing on January 10 was continued on January 24, 2011 at which time all the data had been gathered to give a final report to the Benton County Commissioners; and

WHEREAS, Benton County has proposed that the right of ways be vacated and abandoned, and that the right of way proposed for vacation and abandonment are numerous pieces of land that have become excess due to road construction and the realignment of Webber Canyon Road in conjunction with a new railroad undercrossing recently completed in the Kiona area; and the realignment of Webber Canyon Road left excess right of way of the old alignment that will no longer be needed; and

WHEREAS, the road rights of ways proposed for vacation were obtained in several ways, and one way being a portion being deeded to the County in the Corrected Plat of Kelso's First Addition to Kiona in Volume 8 of Plats, Page 89; a second way being, that Webber Canyon Road was formed by Establishment on August 15, 1906; and the third way being that Benton County was required to purchase right of way as deemed uneconomic remnant due to the project alignments for CE 1917 CRP and CE 1620 CRP, of which all these right of ways are located in Section 19, Township 9 North, Range 27 East, W.M.; NOW, THEREFORE,

WHEREAS, Benton County Public Works have received written public comments from the following:

1) Benton PUD requested that utility easements be retained for existing underground lines, and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;

2. The subject right of way is existing county road right of way, part being improved and part being unimproved, consisting of portions of Webber Canyon Road, 2nd Street; 3rd Street; and Newton Avenue; all being variable in width;

3. The right of way is not the sole legal access to any separate parcel;

4. The vacation shall be subject to a utility easement that shall be retained as requested 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.

5. The public will be benefited by the following right of way being vacated and abandoned, and should not be kept to preserve the County Road System of the future; NOW, THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

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;

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,

BE IT FURTHER RESOLVED that the following utility easement be retained 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 50.0 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.

Dated this _____ day of _____, 2011.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

SWB:LSS

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO COLUMBIA CLEANERS FOR UNIFORM CLEANING FOR THE SHERIFF'S OFFICE EMPLOYEES

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

WHEREAS, the Sheriff's Office has a contract with Columbia Cleaners for uniform cleaning in 2010 via Resolutions 10-014 and 10-412; and

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

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Columbia Cleaners in an amount not to exceed $60,000.00 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract; and

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

Dated this _____ day of _____ , 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D. Pettey

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Columbia Cleaners**, a sole proprietorship with its principal offices at **1102 N. Columbia Center Blvd, Kennewick, WA 99336,** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. **The terms and conditions herein**
b. **Exhibit A, Compensation**

2. DURATION OF CONTRACT

The term of this Contract shall begin **January 1, 2011**, and shall expire on **December 31, 2011.** The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. Perform dry cleaning services for employees of the Benton County Sheriff's Office;

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely

P

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT FOR WASHING AND CLEANING THE SHERIFF'S OFFICE FLEET MOTOR VEHICLES TO JIFFY CAR WASH, INC.

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

WHEREAS, the Sheriff's Office has a contract with Jiffy Car Wash, Inc. to wash and clean their fleet vehicles in 2010 via Resolution 09-898; and

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

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Jiffy Car Wash, Inc. in the amount of $300.00 per month including WSST; and

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

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

Dated this _____ day of _____ , 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D. Pettey

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Jiffy Car Wash, Inc., a for-profit corporation organized under the laws of the State of Washington with its principal offices at 2517 W. Kennewick Ave, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to wash and/or vacuum out the Benton County Sheriff's Office fleet motor vehicles as needed usually once a week.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY

9.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO NORTHWEST MARINE AND SPORT, LLC. FOR "AS NEEDED" BOAT REPAIR AND MAINTENANCE FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, the Sheriff's Office has a contract with Northwest Marine and Sport, LLC. for boat repair in 2010 via Resolution 09-899; and

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

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract for "as needed" boat repair and maintenance to Northwest Marine and Sport, LLC. in an amount not to exceed $60,000 including WSST; and

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

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

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D. Pettey

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Northwest Marine & Sport, LLC. with its principal offices at 2250 N. Commercial Ave. Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the following documents:

a. **Terms and Conditions (this document)**

2. **DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

a. "As needed" boat repair and maintenance for the Benton County Sheriff's Office boat fleet.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO JACK'S SUPERIOR AUTO BODY, LLC. FOR AS NEEDED AUTOMOBILE BODY REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE FLEET MOTOR VEHICLES

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

WHEREAS, the Sheriff's Office has a contract with Jack's Superior Auto Body, LLC. for automobile body repair in 2010 via Resolution 09-901; and

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

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Jack's Superior Auto Body, LLC. in an amount not to exceed $100,000.00 including WSST; and

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

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

Dated this _____ day of _____, 2011.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D. Pettey

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Jack's Superior Auto Body, LLC. with its principal offices at 310 W. Columbia Dr, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. "As needed" automobile body repair for the Benton County Sheriff's Office fleet motor vehicles.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

RESOLUTION

5

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND PSYCHOLOGICAL CONSULTANTS, INC. FOR PSYCHOLOGICAL EVALUATIONS

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

WHEREAS, the Sheriff's Office has a contract with Psychological Consultants, Inc. for psychological evaluations for 2010 via Resolution 10-277; and

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

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Psychological Consultants, Inc. in an amount not to exceed $20,000.00 including WSST; and

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

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

Dated this_____day of_____, 2011

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

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

Prepared by: D. Pettey

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Psychological Consultants, Inc., a for-profit corporation organized under the laws of the State of Washington with its principal offices at 2401 Alexander Ave, Richland, WA 99354 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The Contractor shall: (1) conduct pre-hire psychological clearance evaluations and Fitness for Duty evaluations, on an as-needed basis as requested by County; (2) provide testing of a more detailed and in-depth nature upon request of the COUNTY for specific, pre-hire clearance applicant(s) (arrangements and specific details of the services requested will be discussed and provided on a case by case basis); and (3) provide individual therapy, emergency crisis consultation or limited critical debriefing with existing staff, upon request of COUNTY. These services shall be provided by Dr. N. L.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET PUBLIC WORKS CONTRACT FOR WATER TREATMENT SERVICES WITH WATER CONDITION OF THE TRI CITIES INC. DBA CULLIGAN FOR BENTON COUNTY FACILITIES

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

WHEREAS, Facilities personnel solicits Culligan for various projects as this contractor is very familiar with the county's water treatment equipment; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Culligan, Kennewick, WA to be put in place for "as needed" water treatment services and other miscellaneous services they are qualified to perform throughout Benton County facilities; and

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

WHEREAS, the prices for said services is in accordance to the agreement and Culligan's price rate attached hereto for an accumulative contract amount not to exceed $20,000 including WSST for the 2011 and 2012 calendar years; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Culligan the blanket service agreement for "as needed" water treatment services throughout Benton County facilities in an amount not to exceed $20,000 including WSST for the 2010 and 2012 calendar years; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the public works contract attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract commences on January 1, 2011 and expires on December 31, 2012. Price adjustments to this contract will only be approved with an amendment to the attached contract.

Dated this _____ day of _____ ,2011

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Sheriffs Office
cc: Facilities; Auditor; R. Ozuna; Culligan

D. Pettey

PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Water Conditioning of the Tri-Cities, Inc, a Washington corporation doing business as Culligan, with its principal offices at 1001 W. Columbia Dr., Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. Terms and Conditions
b. Exhibit A - Contractor's Proposal
c. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide "as needed" water treatment equipment repair services for all Benton County locations in accordance with the CONTRACTORS 2011 - 2012 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge

PH 9:05

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 31 Jan 2011	Execute Contract	Consent Agenda
Subject: animal control ord'	Pass Resolution	Public Hearing X
Memo Date: 26 Jan 2011	Pass Ordinance X	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By: LSK, LT, & RB	Other	Other

SUMMARY

Scheduled for today is a hearing for a possible new animal control ordinance.

BACKGROUND

Today's hearing begins the culmination of a long process of creating and adopting a new animal control ordinance for Benton County, and transitioning to a new era of providing animal control services through the Sheriff's Office.

The ordinance prepared for hearing today is the same version that Commissioners have seen in recent months as a draft, and was completed in its current version in August 2010. The document was drafted by Sheriff, Prosecutor, and Commissioner staff based on direction provided by the Board of Commissioners. The draft ordinance has been approved to form by the Prosecutor.

FISCAL IMPACT

Animal control services have already been budgeted for by the County. The "fiscal impact" of adopting the ordinance is that it will give Benton County Animal Control the authority to offer its full range of services and enforce the mandates of the ordinance.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE ADOPTION OF AN ORDINANCE RELATING TO ANIMAL CONTROL; AND ADDING A NEW CHAPTER TO TITLE 2 OF THE BENTON COUNTY CODE

WHEREAS, Benton County desires to create an ordinance relating to animal control adding a new chapter to Title 2 of the Benton County Code;

WHEREAS, Benton County has created the Benton County Animal Control department which will enforce animal control services by way of said ordinance; and

WHEREAS, a public meeting was held on Monday, January 31, 2011, at 9:05 am in the Commissioners meeting room, Third Floor, Courthouse, Prosser, WA 99350 to consider the above ordinance;

WHEREAS, at said hearing, the Benton County Board of Commissioners heard testimony from all persons wishing to testify in support of or in opposition to the attached ordinance; and

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance; **THEREFORE,**

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to Animal Control and adding a new Chapter to Title 2 of the Benton County Code, be adopted and shall take effect upon its passage and adoption.

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: R Ozuna; Animal Control

Flores

ORDINANCE NO. _____

AN ORDINANCE relating to animal control, adding a new chapter to Title 2 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. There is hereby added a new chapter to Title 2 of the Benton County Code which shall be entitled, "ANIMAL CONTROL," and which shall include the sections set forth below.

SECTION 2. DEFINITIONS. (a) As used in this chapter, unless the context indicates otherwise, the following words or phrases shall have the following meanings:

(1) "Animal control authority" means any local governmental unit or contractor designated by the County to enforce the provisions of this chapter.

(2) "At heel" shall be those circumstances when a dog is positioned and controlled in such a manner so as to remain within a distance of two (2) feet from its owner or other competent person having charge of such dog.

(3) "At large" means off the premises of the owner of a dog. Even if off the premises of its owner, a dog shall not be deemed "at large" if it:

(A) is attached to a leash or a chain of sufficient strength to restrain the dog, and not more than eight (8) feet in length, when said leash or chain is held by a person competent to restrain and control the dog off the owner's premises;

(B) is properly restrained within a motor vehicle or housed in a veterinary hospital; or

(C) is accompanied by and at heel beside the owner or competent responsible person.

(4) "County" means Benton County, Washington.

(5) "County animal shelter" means an animal shelter designated by the County to receive and hold impounded dogs under this chapter.

(6) "Competent person" means any person who, by reason of age and physical ability and/or training, is capable of maintaining control of a dog to the extent required by this chapter.

(7) "Dog" means and includes female, spayed female, male and neutered male dogs.

(8) "Health officer" includes any person designated as such by the Benton-Franklin District Health Department, or any other person designated as such by the County.

(9) "Microchip implant" means an identifying integrated circuit placed under the skin of a dog.

(10) "Owner" means any person, group of persons, firm, association or corporation owning, possessing, keeping, harboring or having control or custody of a dog.

(11) "Person" includes any person, partnership, corporation, trust or association of persons.

(12) "Veterinary hospital" means a public establishment regularly maintained and operated by a licensed veterinarian for the diagnosis and treatment of disease and injury to animals.

(13) "Pound master" refers to any person employed by, or under contract with, the County to care for and dispose of strays or other animals confined under this chapter.

(b) All other words and phrases used in this chapter will have their commonly accepted meaning.

(c) Whenever a type or breed of animal is described in this chapter, it includes any hybrid, cross breed or mixed breed of such animal to any degree that the type or breed can be identified by either the animal's appearance, behavior or pedigree.

SECTION 3. DOGS AT LARGE. It is unlawful for any owner of any dog to allow, suffer or permit such a dog to be at large and within unincorporated Benton County. Any dog at large and within unincorporated Benton County is a nuisance. Any dog which is at large and within unincorporated Benton County may be impounded by the animal control authority.

SECTION 4. SETTING AT LARGE PROHIBITED. It is unlawful for any person, except the owner or his or her duly authorized agent, to willfully open any door or gate on any private premises or unleash any dog for the purpose of enticing or enabling any dog to leave such private premises.

SECTION 5. NOTICE OF IMPOUNDING--PROCEDURES. Upon seizing and impounding any dog, the animal control authority shall give notice of such impounding in substantially the following manner.

If the dog is wearing a tag identifying its owner, if the dog is implanted with a microchip implant detected by a scanner used by the animal control authority or if the identity of the owner is otherwise known to the animal control authority, then within 48 hours of the time of impoundment, the animal control authority shall attempt to notify the microchip manufacturer, if a microchip is detected, and the owner in person or by telephone or by leaving a written notice at the owner's last known residence, to inform them that the dog has been impounded and may be redeemed as provided in this chapter. If none of these contacts are successful, the animal control authority shall send a certified letter to the owner's last known address within 96 hours of the time of impoundment.

SECTION 6. REDEMPTION OF IMPOUNDED DOGS. (a) Any impounded dog may be redeemed by the owner, or authorized representative of the owner, by payment to the animal control authority of an impounding fee, said fee to be established by resolution of the Board of County Commissioners. In addition, the redeeming owner, or authorized representative of the owner, shall first pay a daily boarding fee established by resolution of the Board of County Commissioners for each calendar day or portion thereof that the dog has been confined, and also the actual cost, if any, of treating an injured dog.

(b) Proof of an unexpired rabies vaccination must also be produced before a dog is released from impound.

(c) Upon receiving all fees due, the animal control authority shall execute a receipt in triplicate. The original shall be delivered to the person redeeming the dog and a copy, upon which such person shall acknowledge delivery of the dog, shall be retained by the animal control authority.

SECTION 7. UNCLAIMED DOGS--DISPOSITION. Except as set forth in Section 8 below, if an impounded dog is not claimed and redeemed within seventy-two (72) hours of the time of impoundment, then, at the discretion of the animal control authority, such dog may be adopted out or humanely destroyed pursuant to policies adopted by the animal control authority.

SECTION 8. DOGS WITH IDENTIFICATION--DISPOSITION. If an impounded dog wearing a tag identifying its owner or bearing a detected microchip implant is not claimed or redeemed within 240 hours from the time of impouundment, then such dog may be adopted out or humanely destroyed pursuant to policies adopted by the animal control authority.

SECTION 9. DESTRUCTION OF DOGS. (a) Any dog which is not redeemed by the owner and not adopted out by the animal control authority or pound master may be humanely destroyed and properly disposed of by the animal control authority or pound master. The destruction of all dogs shall be done in a humane manner.

(b) In the event of an emergency endangering the health or safety of any person where seizure and impoundment of a dog is deemed inadvisable or impractical, or for humane considerations, the animal control authority at its discretion may summarily destroy the dog involved.

SECTION 10. VIOLATIONS--PENALTIES. (a) Except as set forth in Section 11, each violation of any provision of this chapter shall be a civil infraction. Each violation shall be subject to a penalty in the amount listed below plus any court costs assessed by the Benton County District Court.

(1) First violation of any provision of this chapter - thirty dollars ($30.00)

(2) Second violation of any provision of this chapter - fifty dollars ($50.00)

9:15 am

Prosser Economic Development Association

Quarterly Update

D Heintz

9:30 am

Human Services Update

E Thornbrugh