

January 3,
2011

THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
December 13, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kely; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Mike Shuttleworth, Planning Manager; County Engineer Malcolm Bowie; Human Services Administrator Ed Thornbrugh; Treasurer Duane Davidson; Shon Small, Sheriff's Office; Bryan Perry, Safety Coordinator; DPA Ryan Brown; Steve Hallstrom, DPA; District Court Administrator Jacki Lahtinen and Dixie Jameson; RJ Lott, Planning; Shan McPherson, Teri Holmes and Randy Reid, Central Services.

Workshop Agenda

Commissioner Bowman asked about the Criminal Justice Report on expenses and if the Board could get another report. Mr. Sparks said he would provide an updated report.

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

Approval of Minutes

The Minutes of December 6, 2010 were approved.

Consent Agenda

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

Animal Control

- a. Change Order No. 1 w/G2 Commercial Construction

Central Services

- b. Custom Cover Agreement w/CenturyLink Sales Solution, Inc.
- c. Benton PUD Broadband Landlord Agreement

- d. Line Item Transfer, Fund No. 0502-101, Dept. 000
- e. Line Item Transfer, Fund No. 0132-101, Dept. 000

Commissioners

- f. Line Item Transfer, Fund No. 0153-101, Dept. 000
- g. Line Item Transfer, Fund No. 0000-101, Dept. 110
- h. Line Item Transfer, Fund No. 0000-101, Dept. 115
- i. Contract w/Inter-City Legal Processing & Messenger Service LLC
- j. Reappointment of E Chaney to the Aging & Long Term Care Board
- k. Reappointment of L Krebs to the Aging & Long Term Care Board

District Court

- l. Interpreter Services Contract w/M Rudeen
- m. Interpreter Services Contract w/A Uvalle

Facilities

- n. Contract Amendment w/Yoder, Inc. dba Coffey Refrigeration

Fairgrounds

- o. Lease Agreement w/Atomic City Roller Girls
- p. Authorization of Payment to Industrial Equipment Solutions, Inc. for Garage Door Services

Human Services

- q. Amendment #09/10-DD-PTC-02 w/Peopleworks Tri-Cities, LLC
- r. Business Associate Addendum w/Jet Computers
- s. Agreement #10/11-PREV-ESD-123-000 w/Educational Service District 123
- t. Professional Services Agreement #PSA-2010/11 w/S Adolphsen
- u. Janitorial Services Agreement w/Three Brothers Cleaning Services
- v. Contract Amendment w/WA St Dept of Social & Health Services, Development Disabilities
- w. Contract Amendment w/EnTrust Community Services
- x. Contract Amendment w/Goodwill Industries of the Columbia, Inc.
- y. Contract Amendment w/Ambitions Community Support Services, Inc.
- z. Contract Amendment w/Children's Developmental Center

Juvenile

- aa. Personal Service Contract w/Craftsman Cabinets & Floor Covering

Office of Public Defense

- bb. Superior Court Professional Services Agreement, Juvenile Division, w/D Mannion
- cc. Excess Cases Compensation for D Hickman
- dd. District Court Professional Services Termination Agreement for S Johnson
- ee. Superior Court Professional Services Termination Agreement for S Sant
- ff. Professional Services Agreement w/J Lilly – Legal Financial Obligations Docket
- gg. Superior Court Professional Services Agreement w/K Holt

Public Works

- hh. Drainage Improvement District Budget and Levy for 2011 & 2012
- ii. Authorization to Purchase Equipment, Materials & Supplies Through WA State Purchasing Cooperative
- jj. Extension of Service Contract w/Leslie & Campbell, Inc. for Roof Repair
- kk. Approval of Payment to Jim's Pacific Garages, Inc.
- ll. Traffic Control on Cottonwood Springs and Cottonwood Creek

Sheriff

- mm. Inmate Chaplain Services Contract
- nn. Unarmed Security Guard Services
- oo. WA Dept of Corrections Jail Bed Space Agreement Amendment/Extension
- pp. Inmate Physician Services
- qq. Dangerous Dog Impound Service Agreement Extension

WSU – Benton County Extension

- rr. Memorandum of Agreement w/Washington State University Extension

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

Public Hearing – Ordinance Amendment

Mike Shuttleworth presented the amended ordinance for updating the short plat and access easements and said the Planning Commission held a public hearing and made a recommendation to approve. He said the current draft was the result of many workshops to discuss the ordinance amendments.

Public Testimony

Opponents

Rick Russum, Worley Surveying, said that not allowing short plats in the urban growth area would be detrimental to landowners in those areas and was putting a burden on the public. Additionally, he said the requirement for 60-foot standard roads was also putting a burden on the public.

Commissioner Bowman asked if Mr. Russum understood why the County was proposing a four-lot maximum for private road easements and Mr. Russum said he did not understand. Commissioner Bowman said the County continued to have landowners build behind properties and expect to use private access easements. However, sometimes the landowners block those easements to people, and subsequently emergency vehicles.

Mr. Russum suggested that all owners could agree to a road maintenance agreement. Commissioner Bowman said that was being done now but they didn't always abide by the agreement.

Glen Clark, real estate broker, said he had the following issues: (1) 50 lots on a given public access was fine in a perfect world, however, there were properties in Benton County where that was not feasible and the land could not have a secondary access; he suggested the phrase "if feasible" be added; (2) 40 feet for a road was ludicrous and he had not seen an emergency vehicle that was more than 20 feet wide; and (3) it was illegal to use someone else's property unless they had legal easement to the property. He said there should be further conversations and a requirement to have a recorded legal road maintenance agreement.

Susan Finch, Benton City, said she was concerned about the access requirement for 50 lots and private access easements. She also said she was confused about the public and private road language in the ordinance, the residential development definition and that the new requirements were unclear. She asked if she would receive feedback on her comments and questions.

Chairman Beaver said she would receive comments back in writing.

Ryan Liddicat said the new ordinance would prevent 80% of potential short plats and requested more time to form a big group and work with the Planning Department, Public Works Department, and Fire Departments to review amendments to an ordinance that had not been changed since 1962. He said it was hard to see it as anything but anti-growth so he requested the Board give the public a chance to work around some of the issues so it was not preventing some of these short plats from being created.

Jeff Losey, Homebuilders' Association, said he could see both sides and said he wanted to help coordinate these meetings to find a better solution to help people develop these properties.

Wayne Langford, Association of Realtors, said he was opposed to some of the changes, primarily due to economic impact to landowners. He said he was also concerned about the 40-foot requirement for a road and wondered if that was really necessary.

Chairman Beaver commented that the Board had a series of meetings and the fire districts were involved and said he believed it was important to talk about the issues and the impacts.

Bobbi Thompson, Benton City, said she was concerned about a development in her area with a single main road that went into the development and if all the lots were developed, there would be more houses than allowed by the ordinance.

Ashley Montelongo, Yakima, said her concern was addressing Yakitat and that a 60-foot road would increase the costs considerably more for landowners, and they could not afford and it would be limiting those who could develop.

Dave Christenson, Kennewick, said one of the problems was the requirement of a county road that had a 6% grade restriction. He said that all flat ground had been developed and now they were moving to hills and you couldn't get to a 6% grade on these lands. Additionally, he said it was very costly to build a road at approximately \$100/ft.

Chairman Beaver closed the public hearing.

Mike Shuttleworth said that private access easements would only serve four lots and that over 50 lots in a development would require another access. He said the County had several workshops and a public hearing and no one had really come in to give answers to solve the problems. Additionally, he said the amendment was not outside the ballpark of what people were doing around us and would ask the Board to approve the portions that were not disputed so when the remaining issues came back, he would not have to advertise the entire ordinance.

The question about being “grandfathered in” was asked. Ryan Brown said that nothing was going to change that was on the ground now. He said if there were 55 lots now, once this was approved, they would need another access for lot 56.

Commissioner Bowman said he was not opposed to delaying this to allow more time to discuss the issue and more time for input.

Mr. Brown said if the Board decided to adopt portions, he wanted the hearing to be continued so he could review it as to form.

MOTION: Commissioner Benitz moved to continue the entire issue for 60 days. Commissioner Bowman seconded.

Discussion

The Clerk stated the next available date for the public hearing would be Monday, February 7, 2010 at 9:05 a.m. at the Benton County Courthouse. The Board agreed to continue the public hearing to that date and time.

Upon vote, the motion carried unanimously.

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

Web Page Update

Shan McPherson and Terri Holmes, Central Services gave an update on changes and improvements to the “contacts” section of the Benton County web page.

Vouchers

Check Date: 12/03/2010
Taxes #: 10110121-10110124
Warrant #: 24012-24051
Total all funds: \$1,989,472.73

Check Date: 12/03/2010
Warrant #: 231534-231659
Direct Deposit #: 59398-59987
Total all funds: \$2,520,498.45

Check Date: 12/10/2010
Taxes #: 01161210
Warrant #: 24217-24500
Total all funds: \$728,800.77

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

Claim for Damages

CC 2010-19: Received on December 9, 2010 from Maureen Swaney

CC 2010-20: Received on December 10, 2010 James Garza

Resolutions

- 10-782 Amendment #09/10-DD-PTC-02 w/Peopleworks Tri-Cities, LLC
- 10-783 Business Associate Addendum w/Jet Computers
- 10-784 Agreement #10/11-PREV-ESD-123-000 w/Educational Service District 123
- 10-785 Professional Services Agreement #PSA-2010/11 w/S Adolphsen
- 10-786 Janitorial Services Agreement w/Three Brothers Cleaning Services
- 10-787 Contract Amendment w/WA St Dept of Social & Health Services, Development Disabilities
- 10-788 Contract Amendment w/EnTrust Community Services
- 10-789 Contract Amendment w/Goodwill Industries of the Columbia, Inc.
- 10-790 Contract Amendment w/Ambitions Community Support Services, Inc.
- 10-791 Contract Amendment w/Children's Developmental Center
- 10-792 Change Order No. 1 w/G2 Commercial Construction
- 10-793 Custom Cover Agreement w/CenturyLink Sales Solution, Inc.
- 10-794 Benton PUD Broadband Landlord Agreement
- 10-795 Line Item Transfer, Fund No. 0502-101, Dept. 000
- 10-796 Line Item Transfer, Fund No. 0132-101, Dept. 000
- 10-797 Line Item Transfer, Fund No. 0153-101, Dept. 000
- 10-798 Line Item Transfer, Fund No. 0000-101, Dept. 110
- 10-799 Line Item Transfer, Fund No. 0000-101, Dept. 115
- 10-800 Contract w/Inter-City Legal Processing & Messenger Service LLC
- 10-801 Reappointment of E Chaney to the Aging & Long Term Care Board
- 10-802 Reappointment of L Krebs to the Aging & Long Term Care Board
- 10-803 Interpreter Services Contract w/M Rudeen
- 10-804 Interpreter Services Contract w/A Uvalle
- 10-805 Contract Amendment w/Yoder, Inc. dba Coffey Refrigeration
- 10-806 Lease Agreement w/Atomic City Roller Girls
- 10-807 Authorization of Payment to Industrial Equipment Solutions, Inc. for Garage Door Services
- 10-808 Personal Service Contract w/Craftsman Cabinets & Floor Covering
- 10-809 Superior Court Professional Services Agreement, Juvenile Division, w/D Mannion
- 10-810 Excess Cases Compensation for D Hickman
- 10-811 District Court Professional Services Termination Agreement for S Johnson
- 10-812 Superior Court Professional Services Termination Agreement for S Sant
- 10-813 Professional Services Agreement w/J Lilly – Legal Financial Obligations Docket
- 10-814 Superior Court Professional Services Agreement w/K Holt
- 10-815 Drainage Improvement District Budget and Levy for 2011 & 2012
- 10-816 Authorization to Purchase Equipment, Materials & Supplies Through WA State Purchasing Cooperative

- 10-817 Extension of Service Contract w/Leslie & Campbell, Inc. for Roof Repair
- 10-818 Approval of Payment to Jim's Pacific Garages, Inc.
- 10-819 Traffic Control on Cottonwood Springs and Cottonwood Creek
- 10-820 Inmate Chaplain Services Contract
- 10-821 Unarmed Security Guard Services
- 10-822 WA Dept of Corrections Jail Bed Space Agreement Amendment/Extension
- 10-823 Inmate Physician Services
- 10-824 Dangerous Dog Impound Service Agreement Extension
- 10-825 Memorandum of Agreement w/Washington State University Extension

There being no further business before the Board, the meeting adjourned at approximately 10:06 a.m.

Clerk of the Board

Chairman

COPY 

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING PRECINCT BOUNDARIES WITHIN BENTON COUNTY:

ORDER

WHEREAS, the City of Prosser annexed unincorporated land into the city limits; and

WHEREAS, it is necessary that certain precincts in Benton County be changed to comply with the statutes, now, therefore,

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

Precinct Boundary Changes:

A portion of 2404 (South) into 455

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Cc: B. Chilton, Auditor; File; S. Holmes

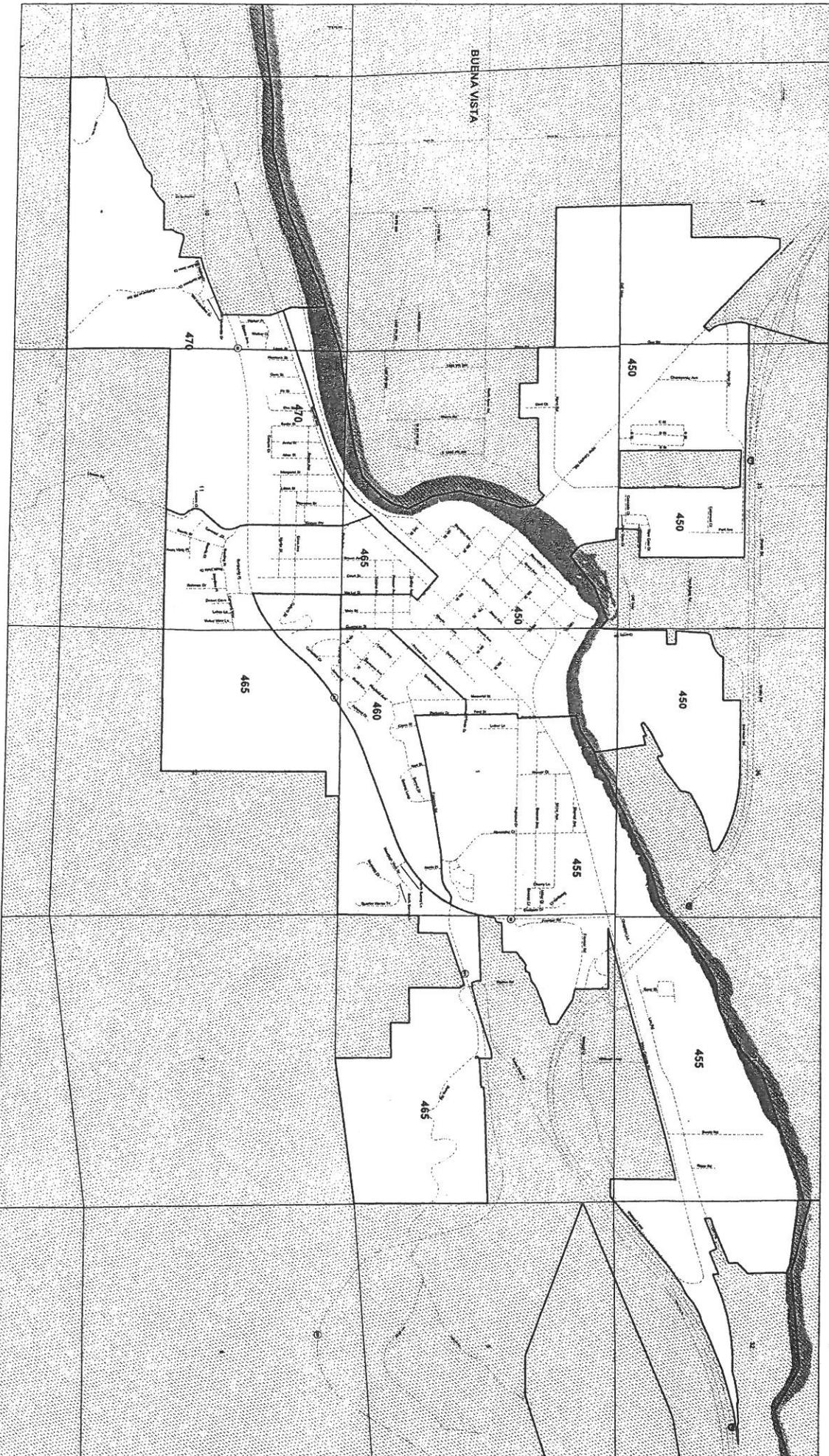
S. Holmes



Benton County

Election Department

City of Prosser Voting Precincts

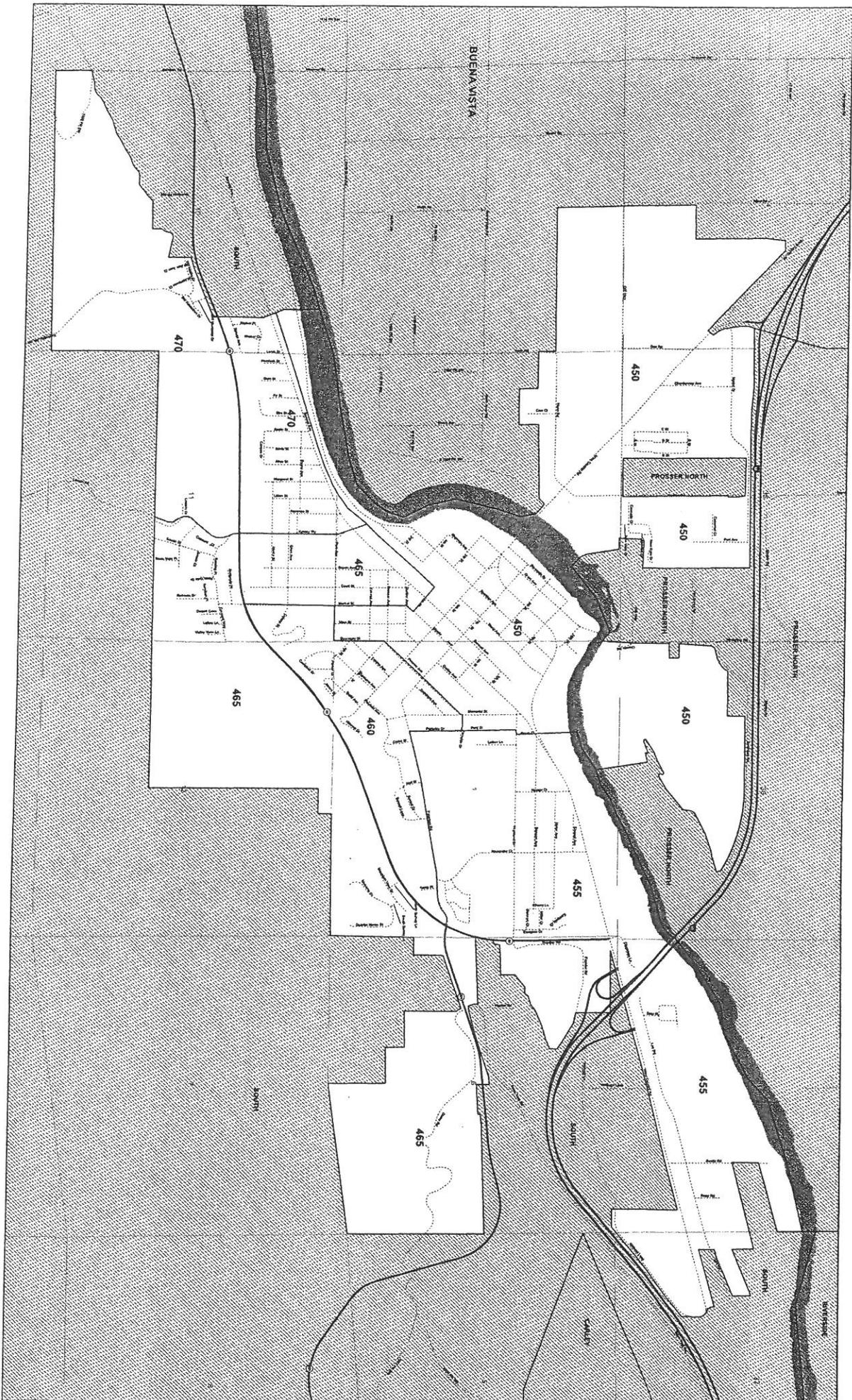


Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any reference made herefrom. Any warranty, expressed or implied, and any oral or written statement made by any official of Benton County or agents thereof to the contrary is void and of no effect. The information shown hereon is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

Date Printed: 12/15/2010

New 2010

City of Prosser
Voting Precincts



Map Printed 4/20/2007

Precincts - 2007

EXHIBIT "A"

PARCEL A:

That portion of the Southeast quarter of the Southwest quarter and Government Lots 6, 7 and 8, Section 32, Township 9 North, Range 25 East, W.M., described as follows:

Beginning at a point opposite HES LE 76+54.80 on the LE line Survey of State Highway Route No. 82, Prosser vicinity; Albro Road to MP 84.27, and 188.66 feet Northwesterly therefrom; thence Northerly to a point opposite HES WR 86+38.30 on the WR line Survey of said Highway and 30 feet Southeasterly therefrom; thence Southeasterly to a point opposite said HES and 60 feet Southeasterly therefrom; thence Northerly, parallel with said WR line survey, to intersect the Southerly right-of-way line of the Burlington Northern, Inc. Railroad; thence Northwesterly, along said Southerly right-of-way line, to intersect that line drawn parallel with and 75 feet Northerly, when measured at right angles, from the LW line survey of said former State Highway Route No. 12; thence Northwesterly, parallel with said LW line survey to a point opposite HES LW 1270+00 thereon; thence Southerly to a point opposite said HES and 55 feet Northerly therefrom; thence Easterly, parallel with said survey line, to a point opposite HES LW 1266+21.5 T.S. thereon; thence Southerly to a point opposite HES C 1266+21.5 T.S. on the C line survey of said SR 12 and 60 feet Northerly therefrom; thence Easterly, parallel with said C line survey, to intersect that right-of-way line drawn parallel with and 200 feet Northerly, when measured radially, from the LE line survey of said SR 82; thence Southwesterly, parallel with said LE line survey, to a point opposite HES LE 102+00 thereon; thence Southwesterly to a point opposite HES LE 100+00 on said survey line and 190 feet Northwesterly therefrom; thence Southwesterly, parallel with said survey line, to a point opposite HES 94+00 thereof; thence Southwesterly to a point opposite HES LE 92+00 on said survey line and 175 feet Northwesterly therefrom; thence Southwesterly, parallel with said survey line, to a point opposite HES LE 85+00 thereon; thence Southwesterly to a point opposite HES LE 83+00 on said survey line and 210 feet Northwesterly therefrom; thence Southwesterly, parallel with said survey line, to a point opposite HES LE 81+00 thereof; thence Southwesterly to a point opposite HES LE 79+00 on said Survey line and 175 feet Northwesterly therefrom; thence Southwesterly to the point of beginning.

PARCEL B:

That portion of Section 32, Township 9 North, Range 25 East, W.M. records of Benton County, Washington described as follows:

The West half of the Southwest quarter lying Southerly of Northern Pacific Railway Company's right of way and North of County Road extended as said road existed on November 1, 1945, and the West 125 feet of the East half of the Southwest quarter lying North of canal right of way and South of Northern Pacific Railway Company's right of way, EXCEPT portion thereof conveyed to State of Washington for highway purposes by deed recorded under Auditor's File No. 371795 AND EXCEPT any portion thereof taken by the State of Washington under Superior Court Cause No. 33215.

AND ALSO EXCEPT that portion of Government Lots 5 AND 6 (AND) of the Southwest quarter of the Southwest quarter of said Section 32, described as follows:

Beginning at a point 30 feet North of the center line of the irrigation canal in the Southeast quarter of the Southeast quarter of Section 32, Township 9 North, Range 25 which point is 233 feet West of the Easterly line of said Section 31; thence Northerly, parallel with said Easterly line, 1090 feet, more

EXHIBIT "A"

or less, to the Southerly line of the Burlington Northern Railroad Company, formerly Northern Pacific Railroad, right of way; thence Westerly, along said Southerly line, 165 feet to the True Point of Beginning; thence South to intersect that line drawn parallel with and 75 feet Southeasterly, when measured at right angles, from the LE line survey of State Highway Route No. 12, Prosser to Klona Irrigation District; thence Northeasterly along said parallel line, to intersect that right of way line drawn parallel with and 30 feet Westerly, when measured at right angles, from the WR line survey of State Highway Route No. 82, Prosser vicinity: Albro Road to MP 84.27, according to the plan thereof now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval November 28, 1975; thence Northerly, along said right of way line, to intersect the Southerly line of said Railroad right of way; thence Southwesterly, along said Railroad right of way line, to the True Point of Beginning.

That portion of Government 6, Section 32, Township 9 North, Range 25 East, W.M. described as follows:

Beginning at the northwest corner of Tract 2, as shown on that Survey recorded in Volume 1 of Surveys, Page 3465, Records of Benton County, Washington;

Thence southerly along the west line thereof to the northerly right of way line of Wittkopf Loop, also know as Wine County Road;

Thence westerly along said right of way line to the southeast corner of Tract 1 of said survey;

Thence northerly along the east line of said Tract 1 to the southerly right of way line of the Burlington Northern Inc. Railroad;

Thence easterly along said right of way line to the Point of Beginning.

Situate in Benton, County, Washington.

RESOLUTION

b

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF CANCELLATION OF UNCLAIMED WARRANTS AS SET
FORTH IN RCW 36.22.100

WHEREAS, RCW 36.22.100, Cancellation of Unclaimed Warrants, specifies in part "...warrants not presented within one year of the date of their issue shall be cancelled by the legislative authority of the county..."; and

WHEREAS, certain warrants have not been presented for payment within one year of the date of their issue, from the following funds:

| <i>Name of Fund</i> | <i>Number</i> | <i>Outstanding Balance</i> |
|---------------------|---------------|----------------------------|
| Current Expense | 0000-101 | \$5,091.61 |
| County Road | 0101-101 | 2.96 |
| Total | | \$5,094.57 |

BE IT RESOLVED by the Board of Benton County Commissioners that all outstanding warrants issued on or before December 31, 2009, are hereby canceled as of December 31, 2010. The Auditor and Treasurer of Benton County are instructed to cancel all record of such warrants, so as to leave the funds as though such warrants had never been drawn.

BE IT FURTHER RESOLVED the Auditor of Benton County is instructed to exclude outstanding warrants that are redeemed after the preparation, but before the passage of this resolution and all outstanding warrants that are requested in writing by the issuing departments to remain outstanding.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

C

| AGENDA/WORKSHOP ITEM | | TYPE OF ACTION NEEDED | |
|----------------------|---|----------------------------|-------------------------------------|
| Meeting Date: | January 3, 2011 | Execute Contract | <input type="checkbox"/> |
| Subject: | Authorizing purchase of computer equipment, software, and consumables | Pass Resolution | <input checked="" type="checkbox"/> |
| | | Pass Ordinance | <input type="checkbox"/> |
| | | Pass Motion | <input type="checkbox"/> |
| Prepared By: | J. Randall Reid | Other | <input type="checkbox"/> |
| Reviewed By: | Loretta Smith Kelty | | |
| | | Consent Agenda | <input checked="" type="checkbox"/> |
| | | Public Hearing | <input type="checkbox"/> |
| | | 1 st Discussion | <input type="checkbox"/> |
| | | 2 nd Discussion | <input type="checkbox"/> |
| | | Other | <input type="checkbox"/> |

BACKGROUND INFORMATION

The attached resolutions are comparable to those passed in 2010 (1-002 & 10-149). They are for two types of purchasing:

- (1) Provides explicit authority to Central Services to make purchases approved as part of the 2010 budget. In this case, the approval is for the purchase of computer and printer consumables, especially toner and ink cartridges. The 2011-12 budget approved for these items is over \$185,000. The expenditures occur weekly throughout the year. The prices of the printer consumables can fluctuate widely during a given year. We have also sought to use local vendors who will not only compete on prices, but also deliver the cartridges -- sometimes on very short notice -- and pick up the expended cores, in many cases extending a credit to the county.
- (2) explicit the authority for Central Services to purchase hardware and software from the Washington Department of Information Services - Technology Brokering Services (TBS) contracts, including the Western States Contracting Alliance (WSCA). Most of the county computers, printers and desktop software products are purchased through these contracts. The county has had a Customer Service Agreement with TBS since 1997. For purchases of equipment or software not included in the TBS or WSCA contracts, Central Services will either initiate an acquisition process as set forth in RCW 39.04.270 or make the acquisitions under the purchasing guidelines adopted by the Board in Resolutions 09-811, 09-812, 09-814 and subsequent.

SUMMARY

The attached resolutions authorize Central Services to purchase consumables from various vendors and computer equipment and software from contracts negotiated by the State of Washington throughout the 2011-12 budget years up to the amount approved in the 2011-12 biennial budget and any applicable supplemental appropriations.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING COMPUTERS, PRINTERS, NETWORK DEVICES, SOFTWARE, AND SUPPORT.

WHEREAS, the Board of Commissioners of Benton County has approved the purchase of new and replacement computers, new and replacement printers, new and replacement network devices, software license and support renewals as part of the Central Services budget for 2011-2012; and

WHEREAS, most of the computers, printers, network devices, software products, and support used by Benton County are available through contracts competitively solicited and negotiated by the Technology Brokering Services division of the Washington Department of Information Services (TBS), including the Western States Contracting Alliance (WSCA); and

WHEREAS, Benton County has been a long time participant in the contracts negotiated by TBS under Customer Service Agreement #8030-0, Interlocal #97-INT-070; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the contracts available through TBS meet the requirements of RCW 39.04.190 and RCW 39.04.270 for acquiring electronic data processing and telecommunications products; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services is authorized to purchase hardware and software through TBS to the amounts approved within the 20112012 budget without the soliciting competitive bids or further authorization from the Board of Benton County Commissioners.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

REID

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING CONSUMABLE COMPUTER AND PRINTER SUPPLIES.

WHEREAS, most consumable supplies like toner and ink cartridges used by Benton County offices are purchased by Benton County Central Services throughout the budget period; and

WHEREAS, the budget for Central Services includes a line item specifically for computer related consumables; and

WHEREAS, the prices for these consumables fluctuates significantly in the course of a budget period; and

WHEREAS, Central Services regularly checks pricing with vendors that will provide competitive prices and services to both deliver the consumables and, in the case of printer supplies, pick up the expended cores; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Benton County Central Services is authorized to purchase computer and printer consumables through multiple vendors to the amounts approved within the 2011-2012 budget, as adopted or amended, without soliciting formal bids or further authorization by the Board of Benton County Commissioners.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

REID

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PROFESSIONAL SERVICE CONTRACT AMENDMENT BETWEEN BERNARDO WILLS ARCHITECTS PC AND BENTON COUNTY FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY HEALTH DISTRICT BUILDING TENANT IMPROVEMENT (TI) PROJECT; AMENDING RESOLUTION 10-610

WHEREAS, per Resolution 10-610 dated October 18, 2010 the Board of Benton County Commissioners entered into a Professional Service Contract with Bernardo Wills Architects to provide Architectural and Engineering services for the Tenant Improvement (TI) project located at the Benton County Health District Building for a contract amount not to exceed \$26,500.00 plus any reimbursable expenses at actual cost plus 10% architectural fee; and

WHEREAS, there was a discrepancy on Resolution 10-610 indicating the incorrect contract amount with a contract amount not to exceed \$17,700.00 and it should have indicated an amount not to exceed \$26,500.00; and

WHEREAS, the attached first amendment is necessary in response to a decision to transfer the existing fire suppression system from the I.T. Room in the current Human Services building to the new I.T. Room in the Health District Building, which added associated design cost to incorporate this work in the bidding documents; increasing the original contract amount to \$28,950.00, not including any reimbursable expenses at actual cost plus 10% architectural fee; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment increasing said contract to a contract amount of \$28,950.00. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed \$30,000.00; not including any reimbursable expenses at actual cost plus 10% architectural fees; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the first contract amendment attached hereto; and

BE IT FURTHER RESOLVED, Resolution 10-610 is hereby amended.

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

FIRST PROFESSIONAL SERVICE CONTRACT AMENDMENT

THIS CONTRACT made and entered into this _____ day of _____ 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **BERNARDO WILLS ARCHITECTS PC**, a Washington professional corporation with its principal office at 153 S Jefferson Street, Spokane, WA 99201 (hereinafter "CONTRACTOR").

WHEREAS, the parties entered into a Professional Service Contract dated October 18, 2010 (the "CONTRACT") to provide Architectural and Engineering services for the Tenant Improvement (TI) located at the Benton County Health District Building for a contract amount not to exceed \$26,500.00 plus any reimbursable expenses at actual cost plus 10% architectural fee; and

WHEREAS, this first amendment is necessary in response to a decision to transfer the existing fire suppression system from the I.T. Room in the current Human Services building to the new I.T. Room in the Health District Building, which added associated design cost to incorporate this work into the bidding documents; increasing the original contract amount to \$28,950. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed thirty thousand dollars and zero cents (\$30,000.00); not including any reimbursable expenses at actual cost plus 10% architectural fee; and

NOW THEREFORE, the parties agree that all provisions of their agreement remain in effect except for the following amendments:

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

The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed thirty thousand dollars and zero cents (\$30,000.00), not including any reimbursable expenses at actual cost plus ten percent (10%) unless agreed to by amendment by both parties. The Contractor shall be paid the amount stated in the proposal and approved resolution consistent with the rates established in Exhibit A.

- This section left blank intentionally -

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

BENTON COUNTY

BERNARDO WILLS ARCHITECTS PC

Chairman



Robert M. Wills, AIA, Principal

Date: _____

Date: 12/22/2010

Approved as to Form:



Deputy Prosecuting Attorney

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF 2010 BENTON COUNTY BUDGETS RE: AMENDING RESOLUTION 09-777

BE IT RESOLVED, by the Board of Benton County Commissioners, that Resolution 09-777 is hereby amended for the payment of vouchers and payroll, and budgets are adopted at the department level.

Dated this day of, 2011

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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



January 3, 2011

Enterprise for Progress in the Community (EPIC)
Attn: Rick Doehle, President and Registered Agent
2902 Castelvale Rd., Suite A
Yakima, WA 98902

Re: Right of Reverter and Notice of Noncompliance with Respect to Lot 3 of Short
Plat No. 2508 under Benton Co. Auditor's File No. 2000-017385

Dear Mr. Doehle:

On April 19, 2010 Benton County sent you a notice of noncompliance and the resulting exercise of its right of reverter that is set forth in the deed and agreement with EPIC regarding the above referenced property. EPIC replied requesting an additional one hundred and twenty (120) days to try to find a buyer for the property that presumably would provide funds to enable EPIC to purchase the County's reversionary interest. Your email on December 2, 2010, indicated that EPIC had some disappointing news; the potential purchasers, Modern Living Services, decided not to pursue purchasing the property for their HUD project.

As stated in our deed and agreement, EPIC had ninety (90) days from April 19, 2010 to cure its noncompliance by re-commencing operations at the property. Correspondence from EPIC makes it clear that it is unable to cure such noncompliance. Again, EPIC may terminate the County's reversionary interest and right to obtain title to the property by payment to the County in the amount of \$167,040, which is the current 2010 assessed value of the unimproved property. This payment needs to be made prior to any sale of the property to a third party in order to extinguish the County's reversionary interest.

If EPIC does not make the required payment or agree to deed the property, along with all improvements, to the County on or before January 31, 2011, the County shall begin legal proceedings to preserve the taxpayer's asset and vest title of the property and all improvements thereon in the name of the County.

We appreciate the work you have done at the facility for the youth of Benton County. We are disappointed that you have lost not only your funding source, but have also been unable to garner

EPIC
January 3, 2011
Page Two

the interest of another service provider to purchase the property, remove the County's reversionary interest and allow EPIC to at least recover some of the value of the improvements it constructed.

Thank you, and we look forward to your response.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

cc: David Sparks, County Administrator
Loretta Smith-Kelty, Deputy County Administrator
Ryan Brown, Chief Civil Attorney

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



January 3, 2011

Doug Elliott, President
Benton Franklin Fair Association
1500 S. Oak Street #5
Kennewick, WA 99337

RE: Your November 1, 2010, Request for Rent Reduction

Mr. Elliott:

As owner of the Benton County Fairgrounds, Benton County has routinely maintained the Fairgrounds in the best condition feasible. Per Section 6 of our 2006-2010 Lease Agreement, each year before August 1st the lessor and lessee perform a joint inspection of the leased grounds and facilities. This arrangement has been working quite well for both Benton County and the Fair Association (FA), until this year.

As you are aware, a joint inspection/walk-thru was done with your representative on June 3, 2010. The Fair Association then provided a June 11, 2010 report listing its items of concern. Most of the items described by your November 1, 2010, letter were not even identified in the FA's June 11th report. Moreover, the County took action to address almost all of the noted items. Of the few items that were not addressed by the County, nearly all were requested upgrades to the facilities that the County was not willing and not obligated to make. We acknowledge that the following maintenance requests were identified, not addressed prior to August 1st, and were handled by the Association or its volunteers: cleaning up the weeds in the infield, the drifting sand along the southeast fence line, and a minor amount of shavings in between the barns left over from horse racing.

However, for at least two reasons a rent reduction is not warranted. First, the bulk of the "costs" you have identified in connection with those three cleanup activities did not actually cost the Association anything. Based on your own documentation, volunteers performed most of these services at no cost to you. The requested rent reduction would therefore be a large windfall to the Association. Second and more importantly, the Association has an annual obligation under Section 6 of the Lease to deliver the leased facilities in good state and condition back to the County on August 31st of each year. This did not happen this year. The enclosed photographs

document the Association's failure to do so and demonstrate the considerable time, energy and resources the County ultimately used to correct these deficient conditions.

At this time, the County does not intend to bill the Association for the cost of post-fair cleanup, but it will not agree to the rent reduction requested by the Association. As stated, most of the items described in the attachment to your November 1, 2010 letter were not identified by the Association in the pre-possession walk-thru and the few that were identified, which were not corrected by the County related to maintenance rather than upgrades, were minimal in contrast to the post-fair cleanup that the County performed on behalf of the Association.

Currently, we are in receipt of your 2nd 2010 rental fee in the amount of \$105,195.00, which is returned with this letter. Consequently, we are requesting prompt payment of the full \$123,578.00 rental amount due to the County as set forth in Ms. Smith Kelty's November 29, 2010, billing to you. If we do not have such payment by January 10, 2011, a 1% late penalty will be imposed under Section 5 of our lease.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chairman

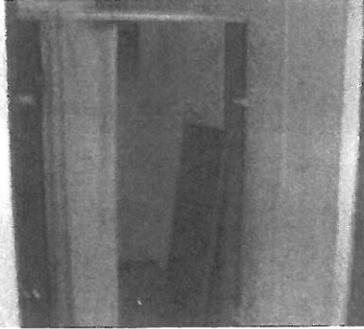
Encl. September photos
Check in the amount of \$105,195.00

cc: Benton County Commissioners
David Sparks, County Administrator
Loretta Smith Kelty, Deputy County Administrator
Ryan Brown, Chief Civil Attorney

POST BENTON FRANKLIN FAIR 2010

Photos taken September 1, 2010 and September 10, 2010

BEFORE



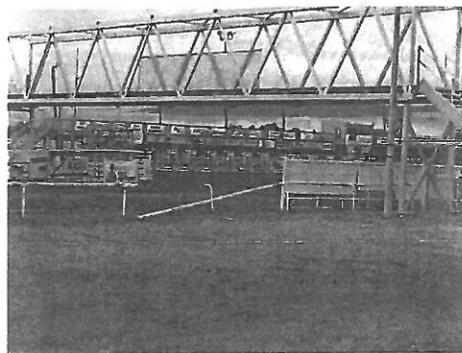
Broken door in Horse Area Bathroom

AFTER

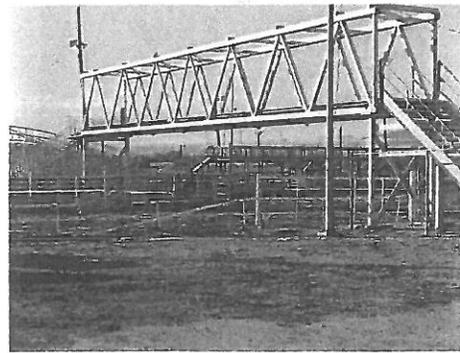
Has not been repaired



One of many piles of plastic debris



One of several sections of rail broken



Bridge still up

h

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO PROVIDE ENVIRONMENTAL MAINTENANCE SERVICES FOR THE BENTON COUNTY JUSTICE CENTER, KENNEWICK ANNEX, COURTHOUSE, PLANNING ANNEX, AND WSU EXTENSION BUILDING

WHEREAS, per resolution 10-036 dated January 25, 2010 the Board of Benton County Commissioners entered into a contract with Apollo Sheet Metal, Inc. to provide environmental maintenance services for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex, and WSU Extension building with an termination date of December 31, 2010; and

WHEREAS, this first contract amendment is necessary as both parties have agreed to extend the original terms and conditions of the contract for an additional one (1) twelve-month period with a term expiring December 31, 2011; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners hereby agrees with extending the original contract between Benton County and Apollo Sheet Metal, Inc. an additional one (1) twelve-month period with said contract terminating on December 31, 2011; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the amendment attached hereto.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest:
Clerk of the Board

SERVICE CONTRACT AMENDMENT

THIS CONTRACT made and entered into this ____ day of _____ 2010 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **APOLLO SHEET METAL, INC.**, a corporation organized under the laws of the State of Washington, with its principal address at 1119 W Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated January 25, 2010 (the "CONTRACT") to provide environmental maintenance services as defined in the attached specifications as provided in Exhibit A for the Benton County Justice Center, Kennewick Annex, Courthouse, Planning Annex and WSU Extension building; and

Whereas, upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for two (2) additional twelve-month periods; and

Whereas, this first amendment is necessary as both parties have agreed to extend the original terms and conditions of the contract for an additional one (1) twelve-month period.

The parties agree that all provisions of their contract remain in effect except for the following amendment:

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

The terms of this contract shall commence January 1, 2010 and terminate 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. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for one (1) additional twelve-month period.

- This section left blank intentionally -

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

BENTON COUNTY

APOLLO SHEET METAL, INC.

Chairman

Bob Sandusky

Bob Sandusky, Service Manager

Date: _____

Date: 12/6/10

Approved as to Form:

[Signature]

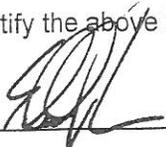
Deputy Prosecuting Attorney

COPY

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

| | |
|--|--|
| DATE SUBMITTED: | PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes | |
| SUBJECT / ISSUE: Approval of Agreement #10/11-PREV-KCS-00, in the matter of execution an Agreement with Knowledge Counseling Services. | |
| FISCAL IMPACT: Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget. | |
| ACTION(S) REQUESTED: To approve signing the Agreement #10/11-PREV-KCS-00 with Educational Knowledge Counseling Services and authorize the Chair to sign on behalf of the Board. | |
| BACKGROUND: The Benton/Franklin Department of Human Services would like to contract with Knowledge Counseling Services to provide substance abuse prevention coordination services in both Benton and Franklin Counties. | |
| COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services | |
| RECOMMENDATION: Sign the resolution to accept the proposed Agreement. Approve the proposed Agreement by signing all the copies where indicated. | |
| HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary | |
| ATTACHMENTS: 1. Resolution (3) 2. Agreement (3) | |

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF AGREEMENT #10/11-PREV-KCS-00 TO PROVIDE PREVENTION COORDINATION SERVICES BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND KNOWLEDGE COUNSELING SERVICES

WHEREAS, Knowledge Counseling Services proposes to provide substance abuse prevention coordination services in both Benton and Franklin Counties; and

WHEREAS, Knowledge Counseling Services will be compensated at no more than \$35,000 for the program; and

WHEREAS, the Agreement is effective July 1, 2010 through June 30, 2011, NOW THEREFORE,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners herby accept the proposed Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Agreement #10/11-PREV-KCS-00.

Dated this day of 2010.

Dated this day of2010.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

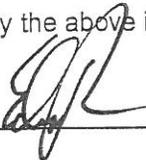
Clerk of the Board

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Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

| | |
|---|--|
| DATE SUBMITTED: | PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes | |
| SUBJECT / ISSUE: Approval of Professional Service Agreement #PSA-JANITORIAL-NMC-2010-2011, in the matter of execution of a Professional Service Agreement with National Maintenance Contractors, L.L.C. | |
| FISCAL IMPACT: There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget. | |
| ACTION(S) REQUESTED: To approve signing the Professional Service Agreement #PSA-JANITORIAL-NMC-2010-2011 and to authorize the Chair to sign on behalf of the Board. | |
| BACKGROUND: The Department of Human Services obtained three (3) quotes for the provisions of janitorial services. The quotes have been reviewed and recommended accepting the lowest quote, and contracting for janitorial services with National Maintenance Contractors, L.L.C. The Department of Human Services would like to execute a Professional Service Agreement for janitorial services with National Maintenance Contractors, L.L.C. | |
| COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services | |
| RECOMMENDATION: Sign the resolution to accept the proposed Agreement. Approve the proposed Agreement by signing all the copies where indicated. | |
| HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary | |
| ATTACHMENTS: 1. Resolutions (3) 2. Agreements (3) | |

I certify the above information is accurate and complete.



JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF CONTRACTING FOR THE PROVISION OF JANITORIAL SERVICES AGREEMENT # PSA-JANITORIAL-NMC-2010-11 FOR THE BENTON AND FRANKLIN DEPARTMENT OF HUMAN SERVICES OFFICE, LOCATED AT 7207 WEST DESCHUTES AVENUE, KENNEWICK, WASHINGTON

WHEREAS, Benton and Franklin Department of Human Services are in need of janitorial services, the Department of Human Services has obtained the following quotes for the provisions of janitorial services (copies attached):

Vanguard Cleaning Systems \$ 325.00 per month, excluding sales tax
Three Brothers Cleaning Service.....\$ 270.00 per month, excluding sales tax
National Maintenance Contractors, L.L.C.....\$ 217.22 per month, excluding sales tax

WHEREAS, the Benton and Franklin Department of Human Services reviewed the quotes and recommends accepting the lowest quote and contracting for janitorial services with National Maintenance Contractors, L.L.C., effective upon execution of Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Boards of Benton and Franklin County Commissioners, hereby agree with the recommendation and awards said National Maintenance Contractors, L.L.C. for a contract amount of \$ 2,606.64 excluding sales tax with a total contract amount payable, including acceptable overages, incidentals and other unanticipated costs not to exceed \$ 2,700.00 excluding sales tax; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Professional Service Agreement # PSA-JANITORIAL-NMC-2010-11 with National Maintenance Contractors, L.L.C.

Dated this . . . day of , 2010

Dated this . . . day of , 2010

Chair, Benton Co Commissioners

Chair, Franklin Co Commissioners

Chair, Pro Tem

Chair, Pro Tem

Member
Constituting the Board of County Commissioners
Benton County, Washington

Member
Constituting the Board of County Commissioners
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Benton and Franklin Counties

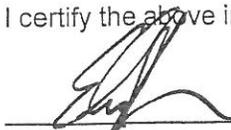
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Board of Commissioners

Agenda Summary Report

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| DATE SUBMITTED: | PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes | |
| SUBJECT / ISSUE: Approval of Amendment # 09/10-DDD-ARC-02, in the matter of execution of an Agreement Amendment with The Arc of Tri-Cities. | |
| FISCAL IMPACT: Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget. | |
| ACTION(S) REQUESTED: To approve signing the Amendment #09/10-DDD-ARC-02 with The Arc of Tri-Cities and authorize the Chair to sign on behalf of the Board. | |
| BACKGROUND: The Benton/Franklin Department of Human Services contracts with The Arc of Tri-Cities, to provide Developmental Disabilities services in Benton and Franklin Counties. The purpose of this Amendment is to extend the original Agreement to June 30, 2011, and to amend Section 4, Statement of Work. | |
| COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services | |
| RECOMMENDATION: Sign the resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated. | |
| HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary | |
| ATTACHMENTS: 1. Resolutions (3) 2. Amendments (3) | |

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-ARC-02 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE ARC OF TRI-CITIES

WHEREAS, the Amendment to Agreement #09/10-DD-ARC-00 serves to extend the end date to June 30, 2011; and

WHEREAS, the Amendment serves to replace Section 4, Statement of Work; and

WHEREAS, the consideration of the funding remains at Fee-For-Service, NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-ARC-02.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair

Chair

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

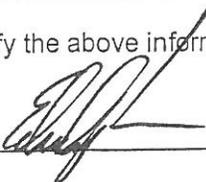
Benton and Franklin Counties

COPY |

Board of Commissioners Agenda Summary Report

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|--|--|
| DATE SUBMITTED: | PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes | |
| SUBJECT / ISSUE: Approval of Amendment # 09/10-DDD-CI-02, in the matter of execution of an Agreement Amendment with Columbia Industries. | |
| FISCAL IMPACT: Funding for the services described in this Amendment is provided by the State Developmental Disabilities Contract. There is not impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget. | |
| ACTION(S) REQUESTED: To approve signing the Amendment #09/10-DDD-CI-02 with Columbia Industries and authorize the Chair to sign on behalf of the Board. | |
| BACKGROUND: The Benton/Franklin Department of Human Services contracts with Columbia Industries to provide Developmental Disabilities services in Benton and Franklin Counties. The purpose of this Amendment is to extend the original Agreement to June 30, 2011, and to amend Section 4, Statement of Work. | |
| COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services | |
| RECOMMENDATION: Sign the resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated. | |
| HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary | |
| ATTACHMENTS: 1. Resolutions (3) 2. Amendments (3) | |

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-CI-02 TO
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN THE
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
AND COLUMBIA INDUSTRIES**

WHEREAS, the Amendment to Agreement #09/10-DD-CI-00 serves to extend the end date to June 30, 2011; and

WHEREAS, the Amendment serves to replace Section 4, Statement of Work; and

WHEREAS, the consideration of the funding remains at Fee-For-Service; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment # 09/10-DD-CI-02.

Dated this . . . day of, 2010.

Dated this . . . day of, 2010.

Chair

Chair

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Benton and Franklin Counties
 Board of Commissioners
 Agenda Summary Report

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|---|--|
| DATE SUBMITTED: | PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services |
| ITEM: (Select One) | <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes |
| SUBJECT / ISSUE: Approval of Agreement # 2011-HH, in the matter of executing an Agreement with Benton Franklin Community Action Committee. | |
| FISCAL IMPACT: None | |
| ACTION(S) REQUESTED: To approve signing the Agreement # 2011-HH with Community Action Committee and authorize the Chair to sign on behalf of the Board. | |
| BACKGROUND: Benton County has established goals in its Ten-Year Homeless Hosing Plan to reduce homelessness. The Benton Franklin Community Action Committee would assist Benton County to meet its goals in providing services and support through the Homeless Housing and Assistance Program. | |
| COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services | |
| RECOMMENDATION: Sign the attached resolution to accept the proposed Agreement. Approve the proposed Agreement by signing all the copies where indicated. | |
| HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary | |
| ATTACHMENTS: 1. Resolution (3) 2. Agreement (3) | |

I certify the above information is accurate and complete.



RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

RE: IN THE MATTER OF EXECUTION OF AN AGREEMENT FOR THE PROVISION OF A HOMELESS HOUSING AND ASSISTANCE PROGRAM BETWEEN THE BENTON FRANKLIN COMMUNITY ACTION COMMITTEE AND BENTON COUNTY, AGREEMENT #2011-HH

WHEREAS, Benton County has established goals in its Ten-Year Homeless Housing Plan to reduce homelessness; and

WHEREAS, the Benton Franklin Community Action Committee would assist Benton County to meet its goals by providing services and support through the Homeless Housing and Assistance Program; and

WHEREAS, the Department of Human Services, a department jointly operated by the Counties of Benton and Franklin, Washington, will administer and monitor the contract with Benton Franklin Community Action Committee; and

WHEREAS, the maximum obligation under the Agreement shall not exceed \$185,000.00; and

WHEREAS, the Agreement is effective January 1, 2011 through December 31, 2011,
NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign Agreement #2011-HH with Benton Franklin Community Action Committee.

Dated this day of, 2010.

Chair, Benton County Commissioners

Chair Pro Tem

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

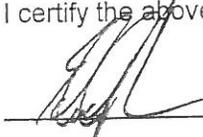
Attest:
Clerk of the Board

cc: Human Services

COPY

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

| | |
|--|--|
| DATE SUBMITTED: | PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes | |
| SUBJECT / ISSUE: Approval of Amendment #09/11-MH-NONPIHP-LCC-01, in the matter of execution of an Agreement Amendment with Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network, to amend Section 4, Statement of Work. | |
| FISCAL IMPACT: Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget. | |
| ACTION(S) REQUESTED: To approve signing Amendment #09/11-MH-NONPIHP-LCC-01 with Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network and authorize the Chair to sign on behalf of the Board. | |
| BACKGROUND: The Benton/Franklin Department of Human Services contracts with Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network to provide Mental Health Services in Benton and Franklin Counties. The purpose of this Amendment is to amend Section 4, Statement of Work. | |
| COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services | |
| RECOMMENDATION: Sign the attached resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated. | |
| HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary | |
| ATTACHMENTS: 1. Resolution (3) 2. Amendments (3) | |

I certify the above information is accurate and complete.


JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-MH-NONPIHP-LCC-01 TO PROVIDE MENTAL HEALTH SERVICES BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND OUR LADY OF LOURDES HOSPITAL AT PASCO, DBA LOURDES HEALTH NETWORK

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

WHEREAS, the consideration methodology is unchanged; and

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

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

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

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

COPY

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

| | |
|--|--|
| DATE SUBMITTED: | PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes | |
| SUBJECT / ISSUE: Approval of Amendment #09/11-MHPIHP-LCC-01, in the matter of execution of an Agreement Amendment with Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network, to amend Section 4, Statement of Work. | |
| FISCAL IMPACT: Funding for the services described in this Amendment is provided by the Greater Columbia Behavioral Health. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget. | |
| ACTION(S) REQUESTED: To approve signing Amendment #09/11-MHPIHP-LCC-01 with Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network and authorize the Chair to sign on behalf of the Board. | |
| BACKGROUND: The Benton/Franklin Department of Human Services contracts with Our Lady of Lourdes Hospital at Pasco, dba Lourdes Health Network to provide Mental Health Services in Benton and Franklin Counties. The purpose of this Amendment is to amend Section 4, Statement of Work. | |
| COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services | |
| RECOMMENDATION: Sign the attached resolution to accept the proposed Amendment. Approve the proposed Amendment by signing all the copies where indicated. | |
| HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary | |
| ATTACHMENTS: 1. Resolution (3) 2. Amendments (3) | |

I certify the above information is accurate and complete.


JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

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

RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/11-MHPIHP-LCC-01 TO PROVIDE MENTAL HEALTH SERVICES BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND OUR LADY OF LOURDES HOSPITAL AT PASCO, DBA LOURDES HEALTH NETWORK

WHEREAS, the Amendment serves to amend Section 4, Statement of Work; and

WHEREAS, the consideration methodology is unchanged; and

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

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

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

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

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| | | |
|---|------------------------------|--------------------------|
| AGENDA ITEM: Consent | TYPE OF ACTION NEEDED | CONSENT AGENDA <u>xx</u> |
| MEETING DATE: B/C 1-3-11 | Executive Contract | PUBLIC HEARING — |
| SUBJECT: Approval of the 2011-2012 Juvenile Center Operations and Facilities Budget | Pass Resolution <u>xx</u> | 1ST DISCUSSION — |
| Prepared By: Jennifer Bowe | Pass Ordinance — | 2ND DISCUSSION — |
| Reviewed By: Sharon A. Paradis | Pass Motion — | OTHER — |
| | Other — | |

BACKGROUND INFORMATION

The Board of Benton County Commissioners and the Board of Franklin County Commissioners have judged it is in the best interests of the Counties to establish a structure for determining the contribution of each respective County to the annual Operations and Facilities Budget for the Benton-Franklin Juvenile Justice Center.

SUMMARY

The Board of Benton County Commissioners approved and passed their 2011-2012 budget during their respective budget process. This Resolution specifically approves the 2011-2012 Juvenile Center Operations budget in the amount of \$10,245,599 and Facilities budget in the amount of \$376,507. In addition, it establishes Benton County's portion of the Juvenile Operations Budget at 69.6% or \$7,137,714 and the Facilities Budget at 72% or \$284,533.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County sign the Resolution approving the 2011-2012 Juvenile Center Operations and Facilities budget.

FISCAL IMPACT

The fiscal impact resulting from this Resolution is included in the annual Operations and Facilities Budget for the Benton-Franklin Juvenile Justice Center as approved and passed by each of the respective Boards of County Commissioners during the annual budgeting process.

MOTION

I move that the Board of Benton County Commissioners sign the Resolution approving the 2011-2012 Juvenile Center Operations and Facilities Budget.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

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

**RE: 2011-2012 JUVENILE CENTER OPERATIONS BUDGET AND FACILITIES
BUDGET**

WHEREAS, the 2011-2012 Juvenile Center Operations Budget was submitted in the amount of \$10,245,599. Based upon juvenile population, Benton County is responsible for \$7,137,714 (including 100% of non-bargaining VEBA costs) or 69.6%; and,

WHEREAS, the 2011-2012 Juvenile Facility Budget was submitted in the amount of \$376,507. Based upon a funding formula of 72% for Benton County (including 100% of the phone upgrade costs), Benton County is responsible for \$284,533; and,

WHEREAS, the combined total for the Juvenile Operations and Juvenile Facilities 2011-2012 Budget is \$10,622,106. Benton County is responsible for a total of \$7,422,247; and,

WHEREAS, the revenue produced through the operations of the Juvenile Center will be distributed to the county on the basis of the percentage established for the entire operating budget; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Commissioners of Benton County that the 2011-2012 Juvenile Center Operations Budget is approved at \$10,245,599, and the Facilities Budget is approved at \$376,507.

Dated this 3rd day of January, 2011

Board of Benton County Commissioners

Chairman

Chairman Pro Tem

Member

Attested to by:

Clerk to the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

| | | |
|---|------------------------------|--------------------------|
| AGENDA ITEM: Consent | TYPE OF ACTION NEEDED | |
| MEETING DATE: B/C 1-3-11 | Executive Contract | |
| SUBJECT: Resolution establishing Flat Monthly Payments by Benton County for the 2011-2012 Juvenile Center Operations and Facilities Budget | Pass Resolution | <u>xx</u> |
| | Pass Ordinance | — |
| | Pass Motion | — |
| | Other | — |
| | | |
| Prepared By: Jennifer Bowe | | CONSENT AGENDA <u>xx</u> |
| Reviewed By: Sharon A. Paradis | | PUBLIC HEARING — |
| | | 1ST DISCUSSION — |
| | | 2ND DISCUSSION — |
| | | OTHER — |

BACKGROUND INFORMATION

The 2011-2012 Juvenile Operations Budget was submitted to Benton County and approved in the amount of \$10,245,599. Based on the juvenile population, Benton County is responsible for \$7,137,714 or 69.6%.

The 2011-2012 Juvenile Facility Budget was submitted in the amount of \$376,507 and based on a funding formula of 72%, Benton County is responsible for \$284,533.

SUMMARY

In order to maintain adequate cash flow in the Juvenile Justice Center Fund, starting January 2011, this Resolution establishes flat monthly payments by Benton County for 2011 and 2012 based on the approved Juvenile Operations and Facilities Budget.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County sign the Resolution establishing flat monthly payments for the 2011-2012 Juvenile Center Operations and Facilities budget.

FISCAL IMPACT

The fiscal impact resulting from this Resolution is included in the annual Operations and Facilities Budget for the Benton-Franklin Juvenile Justice Center as approved and passed by each of the respective Boards of County Commissioners during the annual budgeting process.

MOTION

I move that the Board of Benton County Commissioners sign the Resolution approving flat monthly payments by Benton County for the Juvenile Justice Center Fund.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

RE: FLAT MONTHLY PAYMENTS FOR THE 2011-2012 JUVENILE CENTER OPERATIONS BUDGET AND FACILITIES BUDGET

WHEREAS, to maintain adequate cash flow in the Juvenile Justice Center Fund, starting January 2011, Benton County is responsible for flat monthly payments in the amounts of \$292,795.00 for the 2011 Juvenile Center Operations Budget and \$11,630.00 for the 2011 Juvenile Facility Budget; and,

WHEREAS, Benton County shall transfer the combined total flat monthly payment in the amount of \$304,425.00 for their portion of the 2011 Juvenile Operations and Facility Budget no later than the 1st working day of each month; and

WHEREAS, effective January 2012, Benton County is responsible for flat monthly payments in the amounts of \$302,014.00 for the 2012 Juvenile Center Operations Budget and \$12,082.00 for the 2012 Juvenile Facility Budget; and,

WHEREAS, Benton County shall transfer the combined total flat monthly payment in the amount of \$314,096.00 for their portion of the 2012 Juvenile Operations and Facility Budget no later than the 1st working day of each month; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Commissioners of Benton County that the flat monthly operating transfers to the Juvenile Fund shall occur no later than the 1st of each month from Benton County in the amount of \$304,425.00 for 2011 and \$314,096.00 for 2012 is approved; and

BE IT FURTHER RESOLVED no later than April 2013, Benton County Commissioners will receive a final 2011-2012 invoice itemizing actual expenditures and any adjustments necessary based on actual expenditures.

Dated this 3rd day of January, 2011

Board of Benton County Commissioners

Chairman

Chairman Pro Tem

Member

Attested to by:

Clerk to the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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|--|------------------------------|--------------------------|
| AGENDA ITEM: Consent | TYPE OF ACTION NEEDED | |
| MEETING DATE: B/C 1-3-11 F/C 1-12-11 | Executive Contract | CONSENT AGENDA <u>xx</u> |
| SUBJECT: Joint Resolution establishing Flat Monthly Payments by Franklin County for 2011 with respect to the Juvenile Center Operations and Facilities Budget | Pass Resolution <u>xx</u> | PUBLIC HEARING — |
| | Pass Ordinance — | 1ST DISCUSSION — |
| | Pass Motion — | 2ND DISCUSSION — |
| | Other — | OTHER — |
| | | |
| Prepared By: Jennifer Bowe | | |
| Reviewed By: Sharon A. Paradis | | |

BACKGROUND INFORMATION

The 2011 Juvenile Operations Budget was submitted to Franklin County and approved in the amount of \$5,043,359. Based on the juvenile population, Franklin County is responsible for \$1,529,816 or 30.4%.

The 2011 Juvenile Facility Budget was submitted to Franklin County in the amount of \$184,486 and based on a funding formula of 28%, Franklin County is responsible for \$44,932.

SUMMARY

In order to maintain adequate cash flow in the Juvenile Justice Center Fund, starting January 2011, this Resolution establishes flat monthly payments by Franklin County based on the approved 2011 Juvenile Operations and Facilities Budget.

RECOMMENDATION

I recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Joint Resolution establishing flat monthly payments for the 2011 Juvenile Center Operations and Facilities budget.

FISCAL IMPACT

The fiscal impact resulting from this Joint Resolution is included in the annual Operations and Facilities Budget for the Benton-Franklin Juvenile Justice Center as approved and passed by each of the respective Boards of County Commissioners during the budgeting process.

MOTION

I move that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the Joint Resolution approving flat monthly payments by Franklin County for the Juvenile Justice Center Fund.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTUION NO. _____

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

RE: FLAT MONTHLY PAYMENTS FOR THE 2011 JUVENILE CENTER OPERATIONS BUDGET AND FACILITIES BUDGET

WHEREAS, to maintain adequate cash flow in the Juvenile Justice Center Fund, starting January 2011, Franklin County is responsible for flat monthly payments in the amounts of \$127,485.00 for the 2011 Juvenile Center Operations Budget and \$3,744.00 for the 2011 Juvenile Facility Budget, payable to the Benton County Treasurer on or by the 1st working day of each month; and,

WHEREAS, Franklin County shall submit the combined total flat monthly payment in the amount of \$131,229.00 for their portion of the 2011 Juvenile Operations and Facility Budget to the Benton County Treasurer on or by the 1st working day of each month; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Commissioners of Benton and Franklin Counties that the flat monthly payment due by the 1st of each month from Franklin County, payable to Benton County Treasurer in the amount of \$131,229.00 is approved; and

BE IT FURTHER RESOLVED no later than April 2012, Franklin County will receive a final 2011 invoice itemizing actual yearly expenditures and any adjustments necessary based on actual expenditures.

Dated this 3rd day of January, 2011

Dated this 12th day of January, 2011

Board of Benton County Commissioners

Board of Franklin County Commissioners

Chairman

Chairman

Chairman Pro Tem

Vice-Chairman

Member

Member

Attested to by:

Attested to by:

Clerk to the Board

Clerk to the Board

| | | |
|---|---|--------------------------|
| AGENDA ITEM: <u>Consent</u> | <u>TYPE OF ACTION NEEDED</u> Executive Contract XX | Consent Agenda xx |
| MEETING DATE: B/C 1-3-2011 F/C 1-12-11 | Pass Resolution XX | Public Hearing |
| SUBJECT: Personal Services Contract Amendment with Apollo Sheet Metal | Pass Ordinance | 1st Discussion |
| Prepared By: Jennifer Bowe | Pass Motion | 2nd Discussion |
| Reviewed By: Sharon Paradis | Other | Other |

BACKGROUND INFORMATION

Apollo Sheet Metal the only authorized service representative for the heating and air conditioning units installed at the Benton-Franklin Counties Juvenile Justice Center. Apollo is familiar with our facility and equipment and has provided service to BFJJC since August of 2006. The contract amendment is to continue the maintenance service from January 1, 2011 through December 31, 2011.

SUMMARY

The Benton and Franklin County Boards of Commissioners signed the original Personal Service Contract in Benton and Franklin Counties Superior Court Juvenile Division for Apollo Sheet Metal on August 14, 2006 and August 21, 2006, respectively.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Juvenile Justice Center and Apollo Sheet Metal for the period of January 1, 2011 through December 31, 2011.

FISCAL IMPACT

The budget amount is included in the approved Juvenile Facilities Department #172 budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and Apollo Sheet Metal to provide heating and air-conditioning maintenance for the Juvenile Justice Center for the period of January 1, 2011 through December 31, 2011.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND APOLLO SHEET METAL, THUS, AMENDING BENTON COUNTY RESOLUTION 07 113 AND FRANKLIN COUNTY RESOLUTION 2007 080, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended personal services contract amendment between the Juvenile Court and Apollo Sheet Metal, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 113 and Franklin County Resolution 2007 080, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended personal service contract amendment between the Juvenile Court and Apollo Sheet Metal, thus, amending Benton County Resolution 07 113 and Franklin County Resolution 2007 080.

DATED this 3rd day of January 2011
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 12th day of January 2011
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board



| | | |
|--|------------------------------|--------------------------|
| AGENDA ITEM: Consent | TYPE OF ACTION | |
| MEETING DATE: B/C 01-03-11 F/C 01-12-11 | NEEDED | CONSENT AGENDA <u>xx</u> |
| SUBJECT: Contract with the City of Kennewick for Graffiti Abatement Program | Executive Contract <u>xx</u> | PUBLIC HEARING |
| Prepared By: Jennifer Bowe | Pass Resolution <u>xx</u> | 1ST DISCUSSION |
| Reviewed By: Sharon Paradis | Pass Ordinance | 2ND DISCUSSION |
| | Pass Motion | OTHER |
| | Other | |

BACKGROUND INFORMATION

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

SUMMARY

The City of Kennewick feels it is in the best interest to continue the GAP through the Benton-Franklin Counties Juvenile Justice Center for the period of January 1, 2011 through December 31, 2012.

RECOMMENDATION

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

FISCAL IMPACT

The fee for service rate is a maximum of \$70,625.00 for the contract period.

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

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

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the proposed Fee for Services Contract between the Juvenile Court and City of Kennewick be approved as presented for a term commencing January 1, 2011, and terminating on December 31, 2012 NOW, THEREFORE,

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

DATED this 3rd day of January 2011
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 12th day of January 2011
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

RESOLUTION

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BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT
BCDC1113AMF001 FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT
COURT

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

WHEREAS, Benton County presently needs an additional contractor to provide such indigent defense services because of the previous termination of an indigent defense professional services agreement at the election of the contractor; and

WHEREAS, after a request for qualifications process it appears to be in the best interests of Benton County to award a professional services agreement to attorney Adrienne M Farabee;

NOW THEREFORE, BE IT RESOLVED THAT professional services agreement BCSC1113AMF001 for indigent defense services with attorney Adrienne M Farabee be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113AMF001**

THIS AGREEMENT is entered into by and between **Adrienne M Farabee**, attorney at law, Washington State Bar Association # **32859** ("Attorney") **dba Mendoza Law Office**; and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **the execution date stated below**, and shall continue thereafter through and including the **31st day of December 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 **7135 W Hood Pl, Kennewick, WA 99336** Attorney's current local office telephone and fax numbers are **(509) 374-1554** and **(509) 374-8124** respectively; and Attorney's current office/work e-mail address is **Adrienne@mendozalawyers.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s)

RESOLUTION

V

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT
BCDC1113APO001 FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT
COURT

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

WHEREAS, Benton County presently needs an additional contractor to provide such indigent defense services because of the previous termination of an indigent defense professional services agreement at the election of the contractor; and

WHEREAS, after a request for qualifications process it appears to be in the best interests of Benton County to award a professional services agreement to attorney Anthony P Ochs;

NOW THEREFORE, BE IT RESOLVED THAT professional services agreement BCSC1113APO001 for indigent defense services with attorney Anthony P Ochs be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113APO001**

THIS AGREEMENT is entered into by and between **Anthony P Ochs**, attorney at law, DBA **Anthony Ochs, Attorney at Law, PLLC**, Washington State Bar Association # **40732** ("Attorney"); and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 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 **710 1/2 The Parkway, Richland, WA 99352** Attorney's current local office telephone and fax numbers are **(509) 943-0654** and **(509) 943-8565** respectively; and Attorney's current office/work e-mail address is **anthonyochslaw@gmail.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s)

RESOLUTION

W

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

**IN THE MATTER OF ENTERING INTO A NEW LEASE AGREEMENT BETWEEN
BENTON COUNTY AND MARK FINKBEINER FOR THE LEASE OF PREMISES
LOCATED AT HORN RAPIDS PARK**

WHEREAS, on November 29, 2010 Benton County gave Mark Finkbeiner a 30 day notice of its intent to terminate the lease agreement between Benton County and Mark Finkbeiner, to be effective December 31, 2010; and

WHEREAS, Benton County and Mark Finkbeiner have agreed to the terms for a new Lease Agreement; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached Lease Agreement between Benton County and Mark Finkbeiner, to be effective January 1, 2011.

DATED this _____ day of January, 2011

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

| <u>AGENDA ITEM</u> | | <u>TYPE OF ACTION NEEDED</u> | | |
|--------------------|---|------------------------------|---------------|------------------------------|
| Meeting Date: | January 3, 2011 | Execute Contract | <u> X </u> | Consent Agenda <u> X </u> |
| Subject: | Amendment 1 to Facilities/ Parks CBA | Pass Resolution | <u> </u> | Public Hearing <u> </u> |
| Prepared by: | Stephen Hallstrom | Pass Ordinance | <u> </u> | 1st Discussion <u> </u> |
| Reviewed by: | | Pass Motion | <u> </u> | 2nd Discussion <u> </u> |
| | | Other | <u> </u> | Other <u> </u> |



RECEIVED
DEC 28 2010
BENTON COUNTY
COMMISSIONERS

BACKGROUND INFORMATION

The Benton County Facilities and Parks Employees collective bargaining agreement (CBA) for 2010-2012 provides in Section 21.1 and Section 22.2 for a wage and benefits opener for 2011. The negotiating teams for the County and the Union representing Facilities and Parks employees have negotiated and agreed to amend Article 22.2(A) and Article 21.1 and the CBA amendment containing those terms is now before the Board for approval and signature.

RECOMMENDATION

Amendment I to the 2010-2012 Facilities and Parks Employees CBA that is before the Board for signature provides for:

- 1) Benton County paying up to a maximum of Eight Hundred Eighty Four Dollars (\$884.00) per month towards each employee's medical, dental, vision, and life insurance coverage; and
- 2) An increase in the 2011 Salary Schedule by one percent (1.0%).

MOTION

Move to approve and sign Amendment 1 to the 2010-2012 Facilities and Parks Collective Bargaining Agreement.

DEC 28 2010

BENTON COUNTY COMMISSIONERS

4

| <u>AGENDA ITEM</u> | | <u>TYPE OF ACTION NEEDED</u> | | |
|--------------------|--------------------------|------------------------------|---------------|------------------------------|
| Meeting Date: | January 3, 2011 | Execute Contract | <u> X </u> | Consent Agenda <u> X </u> |
| Subject: | Amendment 1 to Roads CBA | Pass Resolution | <u> </u> | Public Hearing <u> </u> |
| Prepared by: | Stephen Hallstrom | Pass Ordinance | <u> </u> | 1st Discussion <u> </u> |
| Reviewed by: | | Pass Motion | <u> </u> | 2nd Discussion <u> </u> |
| | | Other | <u> </u> | Other <u> </u> |

BACKGROUND INFORMATION

The Benton County Roads Employees collective bargaining agreement (CBA) for 2010-2012 provides in Article 33 a benefits opener for 2011. The negotiating teams for the County and the Union representing Roads employees have negotiated and agreed to amend Section 26.2(A.)(1.) and the CBA amendment containing those terms is now before the Board for approval and signature.

RECOMMENDATION

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

Benton County paying up to a maximum of Eight Hundred Eighty Four Dollars (\$884.00) per month towards each employee's medical, dental, vision, and life insurance coverage.

CONCLUSION

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

Z

AMENDMENT I
to
2010 - 2012 AGREEMENT
Between
BENTON COUNTY
And
LOCAL 874HC, COUNCIL 2
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFLCIO
Representing COURTHOUSE EMPLOYEES

Benton County and WSCCCE/AFLCIO hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012, as follows:

1. Section 26.2(a.) is hereby amended to read as follows:
 - a. Effective with the first payroll cycle following full execution of this Agreement, the Employer agrees to pay up to a maximum of Eight Hundred, Eighty-Four and No/100 Dollars (\$884.00) (~~Seven Hundred, Eighty Dollars (\$780.00)~~) per month towards medical, dental, vision, and life insurance coverage.

2. The following two (2) paragraphs are added to Section 24.7:

Effective January 1, 2011, the 2010 Salary Schedule will be increased by one percent (1%). This calculation and process shall be determined and established by the Benton County Personnel Resources Department. This wage increase will increase the employee VEBA deferral from one and one-half percent (1.5%) to two and one-half percent (2.5%).

Any retroactive wage increases are applicable to only those employees who are employed on the date of the last signature on this amendment. Employees who terminate employment for any reason prior to the date of last signature will not receive any pay increases.

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

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

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment

2010 2012 2008 1

aa

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, by resolution dated November 22, 2010, bid call was authorized for CE 1928 ERR - CRUSHING AND STOCKPILING 2011; and

WHEREAS, the bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by DeAtley Crushing Company, Lewiston, Idaho; and

WHEREAS, the County Engineer recommends award of the business to DeAtley Crushing Company; NOW, THEREFORE,

BE IT RESOLVED that the contract for CE 1928 ERR - CRUSHING AND STOCKPILING 2011, be awarded to DeAtley Crushing Company, Lewiston, Idaho, in the amount of \$299,867.00.

Dated this 3rd 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.

PROJECT: CE 1928 ERR - Crushing & Stockpiling 2011

LOCATION: BENTON COUNTY
 LET BY: BOARD OF COUNTY COMMISSIONERS
 DATE: December 20, 2010, 2:00 p.m., Local Time

| ITEM NO | ITEM DESCRIPTION | QTY | UNIT | DeATLEY CRUSHING CO. | | SEUBERT EXCAVATORS, INC | | PL... SAND & GRAVEL, INC. | | HIGHLAND ENTERPRISES, LLC | | ENGINEER'S | |
|--------------------------------|--------------------------------|----------|------|----------------------|-------------------|-------------------------|-------------------|---------------------------|-------------------|---------------------------|-------------------|------------|-------------------|
| | | | | UNIT PRICE | BID AMOUNT | UNIT PRICE | BID AMOUNT | UNIT PRICE | BID AMOUNT | UNIT PRICE | BID AMOUNT | UNIT PRICE | BID AMOUNT |
| CHERRY LANE QUARRY R-52 | | | | | | | | | | | | | |
| 1 | CRUSHED SURFACING TOP COARSE | 25,000 | TON | 2.49 | 62,250.00 | 2.54 | 63,500.00 | 3.60 | 90,000.00 | 4.16 | 104,000.00 | 4.50 | 112,500.00 |
| 2 | CRUSHED SCREENINGS 3/8" to #10 | 6,300 | TON | 4.29 | 27,027.00 | 2.98 | 18,774.00 | 4.75 | 29,925.00 | 4.24 | 26,712.00 | 5.50 | 34,650.00 |
| COATS QUARRY R-139 | | | | | | | | | | | | | |
| 3 | MODIFIED CRUSHED SURFACING | 32,000 | TON | 2.64 | 84,480.00 | 3.02 | 96,640.00 | 3.49 | 111,680.00 | 4.10 | 131,200.00 | 4.25 | 136,000.00 |
| 4 | CRUSHED SURFACING TOP COARSE | 25,000 | TON | 2.69 | 67,250.00 | 3.02 | 75,500.00 | 3.49 | 87,250.00 | 4.16 | 104,000.00 | 4.50 | 112,500.00 |
| 5 | CRUSHED SCREENINGS 3/8" to #10 | 14,000 | TON | 4.19 | 58,660.00 | 3.50 | 49,000.00 | 4.75 | 66,500.00 | 4.24 | 59,360.00 | 5.50 | 77,000.00 |
| 6 | RECLAMATION | Lump Sum | L.S. | | 100.00 | Lump Sum | 3,200.00 | Lump Sum | 3,500.00 | Lump Sum | 2,000.00 | Lump Sum | 7,800.00 |
| 7 | SPCC PLAN | Lump Sum | L.S. | | 100.00 | Lump Sum | 500.00 | Lump Sum | 800.00 | Lump Sum | 2,000.00 | Lump Sum | 500.00 |
| TOTAL BID | | | | \$ | 299,867.00 | \$ | 307,114.00 | \$ | 389,655.00 | \$ | 429,272.00 | \$ | 480,950.00 |

bb

Return to: Benton County Commissioners
P.O. Box 190
Prosser, WA 99350-0954

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS IMPROVEMENT DISTRICT (C.R.I.D.) #15,
COTTONWOOD DRIVE, PROPERTY SEGREGATION

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1088-201-2958-004, defined as: Lot 4, Short Plat 2958, as recorded in Volume 1 of Short Plats, Page 2958, records of Benton County, Washington.

Containing 5.00 acres more or less.

had an original assessment of \$2,995.74 and now has an outstanding assessment of \$2,365.06 and has been subdivided, and

WHEREAS, Parcel Number 1-1088-200-0006-0003, defined as: That portion of Section 11, Township 8 North, Range 28 East, W.M., Benton County, Washington, lying East of the centerline of Cottonwood Drive, South of the Southerly right-of-way of I-82 and West of the centerline of Badger Road, the perimeter being described as follows: Commencing at the Southwest corner of said Section, said corner being a cased monument on the centerline of a public road known as Cottonwood Drive; thence North 00° 33' 17" West along said centerline and along the West line of said Section, 2,515.48 feet to the West Quarter corner of said Section; thence North 00° 33' 17" West along the West line of said Section 631.98; thence North 00° 33' 17" West along the West line of said Section 698.36 feet to the Southerly right-of-way line of I-82; thence South 89° 26' 38" East along said Southerly right-of-way line 225.30 feet; thence North 89° 25' 01" East along said Southerly right-of-way line 746.65 feet to the beginning of a curve to the right, the radius point of which bears South 00° 33' 22" West, 4,885.00 feet; thence Southeasterly along said Southerly right-of-way line and said curve 344.34 feet to the True Point of Beginning; thence South 04° 35' 12" West, 694.72 feet to a point on a curve to the right, the radius point of which bears South 04°35'12" West, 4,190.18 feet; thence

Southeasterly along said curve 1,336.95 feet; thence North 22° 52' 37" East, 694.84 feet to the said Southerly right-of-way line at a point on' a curve to the left, the radius point of which bears South 22° 52' 37" West, 4,882.84 feet; thence Northwesterly along said curve and said right-of-way line 1,558.74 feet to the said Point of Beginning

Containing 23.09 acres more or less.

had an original assessment of \$14,547.88 and now has an outstanding assessment of \$10,910.93 and has been, NOW, THEREFORE

BE IT RESOLVED that the final assessment roll be amended and that each parcel and assessment is defined as follows:

| Old Number | New Number | New Assessment |
|---------------------|---------------------|----------------|
| 1-1188-201-2958-004 | | |
| | 1-1188-201-3278-001 | \$2,837.60 |
| 1-1188-200-0006-003 | | |
| 1-1188-200-0006-003 | 1-1188-201-3278-002 | \$2,839.95 |
| 1-1188-200-0006-003 | 1-1188-201-3278-003 | \$3,799.22 |
| 1-1188-200-0006-003 | 1-1188-201-3278-004 | \$3,799.22 |

Dated this 3rd day of January 2011.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

CC

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING THE CONTRACT BETWEEN SECURUS TECHNOLOGIES, INC AND BENTON COUNTY FOR INMATE PHONE SERVICES

WHEREAS, Benton County and Securus Technologies, Inc entered into a professional service contract providing inmate phone services from November 10, 2003 through December 31, 2010; and

WHEREAS, Securus Technologies, Inc and the Benton County Sheriff's Office wish to enter into a similar contract, **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby awards the contract providing inmate phone services to Securus Technologies, Inc and is hereby authorized to sign the contract between Benton County and Securus Technologies, Inc; and

BE IT FURTHER RESOLVED, the contract shall commence immediately upon execution by all parties and shall expire on March 31, 2011.

Dated this ____ day of January, 2011.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

J. Thompson

**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 **Securus Technologies, Inc**, a corporation registered to do business in the State of Washington with its principal offices at 14651 Dallas Parkway Ste. 600, Dallas, TX 75254 (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 [This Section should list any exhibits and/or attachments used]:

- a. Terms and Conditions
- b. Exhibit A, Scope of Work; and
- c. Exhibit B, Compensation.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by all parties, and shall expire on March 31, 2011 unless earlier terminated pursuant to Section 9 herein.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Comprehensive inmate telephone services for the Benton County Jail facility located at 7122 W. Okanogan Pl, Kennewick, WA 99336 ("Jail") including exclusive provision of pre-paid telephone calling services, and provision of collect calling based local and international calling capabilities. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR shall provide all equipment, materials and software, and maintenance for same, necessary for the

dd

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING UNIFORM AND UNIFORM ACCESSORY PURCHASES FROM BLUMENTHAL UNIFORM CO., INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

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

WHEREAS, the Benton County Sheriff's Office consulted the vendors list and solicited the following companies to provide a quote for different types of uniforms and uniform accessories used by the Sheriff's Office; and

- Blumenthal Uniform Co., Inc., Spokane, WA (see attached quote)
- Bob Barker Company, Inc., Fuquay-Varina, NC (no quote provided)
- Galls, Inc., Lexington, KY (no quote provided)

WHEREAS, Blumenthal Uniform Co., Inc. was the only company that responded to the request for quote and therefore has the lowest quote; and

WHEREAS, the Sheriff's Office has used Blumenthal Uniform Co., Inc. for several years and is extremely happy with their customer service and turn-around time on orders; and

WHEREAS, the Jail Support Lieutenant has reviewed the quotes for completeness and recommends purchasing uniforms and uniform accessories for the Sheriff's Office from Blumenthal Uniform Co., Inc. for the calendar year of 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Support Lieutenant's recommendation and hereby authorizes uniform and uniform accessory purchases from Blumenthal Uniform Co., Inc. for the calendar year of 2011 in an amount not to exceed \$116,000 including WSST.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D. Petty

ee

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING INMATE-LINENS AND OTHER MISCELLANEOUS PURCHASES FROM BOB BARKER COMPANY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

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

WHEREAS, the Benton County Sheriff's Office consulted the vendor's list and solicited the following companies to provide a quote for inmate-linens; and

- Bob Barker Company, Inc., Fuquay-Varina, NC (see attached quote)
- Robinson Textiles, Gardena, CA (see attached quote)
- Pacific Link, Garden City, NY (see attached quote)
- Cornerstone Detention Products, Inc., Tanner, AL (see attached quote)

WHEREAS, Bob Barker Company Inc. provided the lowest quote on almost all linens; and

WHEREAS, the Sheriff's Office has used Bob Barker Company, Inc. in the past and has been extremely happy with their customer service and quality of product; and

WHEREAS, the Jail Support Lieutenant has reviewed the quote for completeness and recommends purchasing inmate-linens and other miscellaneous items from Bob Barker Company Inc. for the calendar year of 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Support Lieutenant's recommendation and hereby authorizes inmate-linen purchases and other miscellaneous items from Bob Barker Company Inc. for the calendar year of 2011 in an amount not to exceed \$25,000 including WSST.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D Pettey

ff

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM LARSEN FIREARMS INCLUDING CLOTHING (GLOVES, PANTS, BOOTS, ETC.), AMMUNITION, FLASHLIGHTS, HOLSTERS, AND OTHER MISCELLANEOUS ITEMS FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, the Benton County Sheriff's Office solicited the following companies to provide a quote for clothing (gloves, pants, boots, etc), ammunition, flashlights, holsters and other miscellaneous items; and

- Larsen Firearms, Pasco, WA (see attached quote)
- Chief's Supply, Charlotte, NC (see attached quote)
- L.E.E.D., Oregon City, OR (see attached quote)

WHEREAS, Larsen Firearms had the lowest quote with the best availability of product for clothing (gloves, pants, boots, etc), ammunition, flashlights, holsters and other miscellaneous items; and

WHEREAS, the Sheriff's Office has used Larsen Firearms in the past and has been extremely satisfied with their customer service and product quality; and

WHEREAS, the Patrol Lieutenant has reviewed the quotes for completeness and recommends purchasing clothing (gloves, pants, boots, etc), ammunition, flashlights, holsters and other miscellaneous items from Larsen Firearms due to cost and availability of items for calendar year of 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Patrol Lieutenant's recommendation and hereby authorizes purchases of clothing (gloves, pants, boots, etc), ammunition, flashlights, holsters and other miscellaneous items from Larsen Firearms, for the calendar year 2011, in an amount not to exceed \$25,000 including WSST.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

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

99

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM COLUMBIA BASIN PAPER & SUPPLY FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for paper products; and

- Columbia Basin Paper & Supply, Pasco, WA (see attached quote)
- Crown Paper & Janitorial Supply, Inc., Walla Walla, WA (see attached quote)
- Airgas Safety, Whittier, CA (see attached quote)

WHEREAS, Columbia Basin Paper & Supply had the lowest quote for soufflé cups; and

WHEREAS, the Sheriff's Office has used Columbia Basin Paper & Supply in the past and has been extremely happy with their customer service and quality of product; and

WHEREAS, the Jail Support Lieutenant has reviewed the quotes for completeness and recommends purchasing soufflé cups and other miscellaneous items from Columbia Basin Paper & Supply for the Sheriff's Office for the calendar year of 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Support Lieutenant's recommendation and hereby authorizes purchases from Columbia Basin Paper & Supply for the calendar year of 2011 in an amount not to exceed \$8,000 including WSST.

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

hh

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM CROWN PAPER AND JANITORIAL SUPPLY, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for paper products and gloves; and

- Columbia Basin Paper & Supply, Pasco, WA (see attached quote)
- Crown Paper & Janitorial Supply, Inc., Walla Walla, WA (see attached quote)
- Airgas Safety, Whittier, CA (see attached quote)

WHEREAS, Crown Paper & Janitorial Supply, Inc. had the lowest quote for white roll paper towels, white tri-fold towels, polypropylene service gloves, and latex exam gloves; and

WHEREAS, the Sheriff's Office has used Crown Paper & Janitorial Supply, Inc. in the past and has been extremely happy with their customer service and quality of product; and

WHEREAS, the Jail Support Lieutenant has reviewed the quotes for completeness and recommends purchasing white roll paper towels, white tri-fold towels, polypropylene service gloves, latex exam gloves, and other miscellaneous items from Crown Paper & Janitorial Supply, Inc. for the Sheriff's Office for the calendar year of 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Support Lieutenant's recommendation and hereby authorizes purchases from Crown Paper & Janitorial Supply, Inc. for the calendar year of 2011 in an amount not to exceed \$20,000 including WSST.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D Pettey

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING CLEANING SUPPLY PURCHASES FROM ZEP SALES & SERVICE FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, the Benton County Sheriff's Office solicited the following companies to provide a quote for cleaning supplies; and

- Zep Sales & Service, Kent, WA (see attached quote)
- Mt. Hood Solutions, Portland, OR (see attached quote)
- Columbia Basin Paper & Supply, Pasco, WA (no quote provided)

WHEREAS, after evaluating dilution rates, overall cost per products, and customer service, Zep Sales & Service was determined to have the lowest quote; and

WHEREAS, the Sheriff's Office has used Zep Sales & Service in the past and has been extremely satisfied with the quality of their service and products; and

WHEREAS, the Jail Support Lieutenant has reviewed the quotes for completeness and recommends purchasing cleaning supplies from Zep Sales & Service for the calendar year of 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Support Lieutenant's recommendation and hereby authorizes cleaning supply purchases from Zep Sales & Service for the calendar year of 2011 in an amount not to exceed \$85,000 including WSST.

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

jj

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING INMATE-CLOTHING AND OTHER MISCELLANEOUS PURCHASES FROM ROBINSON TEXTILES FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

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

WHEREAS, the Benton County Sheriff's Office consulted the vendor's list and solicited the following companies to provide a quote for inmate-clothing; and

- Bob Barker Company, Inc., Fuquay-Varina, NC (see attached quote)
- Robinson Textiles, Gardena, CA (see attached quote)
- Pacific Link, Garden City, NY (see attached quote)
- Cornerstone Detention Products, Inc., Tanner, AL (see attached quote)

WHEREAS, Robinson Textiles provided the lowest quote on all inmate-clothing; and

WHEREAS, the Jail Support Lieutenant has reviewed the quote for completeness and recommends purchasing inmate-clothing and other miscellaneous items from Robinson Textiles for the calendar year of 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Support Lieutenant's recommendation and hereby authorizes inmate-clothing purchases and other miscellaneous items from Robinson Textiles for the calendar year of 2011 in an amount not to exceed \$15,000 including WSST.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D Pettey

RESOLUTION

KK

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

**IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO DR. TAE-
IM MOON FOR PSYCHOLOGICAL EVALUATIONS FOR THE 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 Dr. Tae-Im Moon for psychological evaluations in 2008, 2009, and 2010 via Resolution 08-1038; and

WHEREAS, the Sheriff's Office is pleased with the service provided by Dr. Tae-Im Moon and recommends entering into another contract for 2011 and 2012; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Dr. Tae-Im Moon in an amount not to exceed \$10,000.00 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

**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 **Dr. Tae-Im Moon**, a sole proprietor with its principal offices at **750 George Washington Way, Richland, WA 99352** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of 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 unless earlier terminated pursuant to Section 9 herein.

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. Tae-Im Moon or a bona fide employee who is professionally

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO JOHNNY DAVID ALLSTEAD FOR FURNISHING INMATE BARBER SERVICES FOR THE BENTON COUNTY JAIL FACILITY LOCATED IN KENNEWICK, WA

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 Benton County Jail offers barber services to inmates at a nominal cost through contracting barbers to provide such services; and

WHEREAS, Benton County has a contract with Johnny David Allstead for furnishing inmate barber services for 2010 via Resolution 09-903; and

WHEREAS, the Sheriff's Office is pleased with the services provided by Johnny David Allstead and recommends entering into another contract for 2011; **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 provide inmate barber services at the Benton County Jail to Johnny David Allstead in the amount of \$12.00 per completed haircut and \$6.00 per requested haircut but inmate was unable to receive services; and

BE IT FURTHER RESOLVED that the inmates will be charged \$16.00 per completed haircut and \$6.00 per requested haircut but inmate was unable to receive services; 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, Allstead

Prepared by: D. Petty

**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 Johnny David Allstead, a sole proprietor, with its principal offices at 5526 W. Van Giesen Ste A, West Richland, WA 99353, (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)**
- b. **Benton County Sheriff's Office PREA Policy (Exhibit A)**
- c. **Benton County Sheriff's Office Sexual Harassment Policy (Exhibit B)**

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. CONTRACTOR shall, upon request via telephone, when there are at least four (4) inmates needing services for haircuts, respond to the Benton County Jail within ten (10) days to provide hair cut services to the inmate population. When providing hair cut services to inmates, CONTRACTOR shall perform to industry standards with regards to equipment used, hygiene and skill. No services beyond basic cuts and trims will be expected of CONTRACTOR.
- 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

RESOLUTION

mm

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO WASHINGTON COMMUNICATIONS LLC, DOING BUSINESS AS DAY WIRELESS SYSTEMS, FOR SERVICES AND SUPPORT TO COUNTY COMMUNICATION AND PUBLIC SAFETY SYSTEMS

WHEREAS, per resolution 09-814, "...that for all 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, Washington Communications LLC, doing business as Day Wireless Systems, provides services to electronic items installed in vehicles and hand held devices such as radios to several local law enforcement agencies; and

WHEREAS, Benton County Sheriff's Office solicited a quote from Washington Communications LLC; and

- \$90.00/hour for vehicle work and field travel time
- \$90.00/hour for all other technical service work
- \$120.00/hour Senior Tech
- \$150.00/hour for engineering design work
- All products and supplies quoted as required; and

WHEREAS, Benton County Sheriff's Office has utilized Washington Communications LLC for many years to perform installation and maintenance of electronic equipment in vehicles as well as the hand held equipment carried by our deputies and corrections officers and hereby recommends the Board of Benton County Commissioners enter into an agreement with Washington Communications LLC for services and support to County communication and public safety systems; **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 Washington Communications LLC at the above rates with a total amount not to exceed \$260,000; 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

Attest: _____
Clerk of the Board

**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 Washington Communications LLC, a limited liability company authorized to do business in the State of Washington, doing business as Day Wireless Systems with its principal offices at 2608 W. Sylvester, 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 unless earlier terminated pursuant to Section 9 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:

- a. Provision of services and equipment in support of County's communication and public safety systems.
- 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.

nn

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO SIGN & WONDERS INC. DOING BUSINESS AS FASTSIGNS FOR CUSTOM VEHICLE DECALS, SIGNS, AND BANNERS FOR THE 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 Sign & Wonders Inc. for custom vehicle decals, signs, and banners in 2010 via Resolution 09-897; and

WHEREAS, the Sheriff's Office is pleased with the service provided by Sign & Wonders Inc. and recommends entering into another contract for 2011 and 2012; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Benton County Sheriff's Office recommendation and hereby awards the personal service contract to Sign & Wonders Inc., doing business as Fastsigns, in the amount of \$40,000.00 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, Fastsigns

Prepared by: D. Petty

**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 Sign & Wonders Inc, a corporation authorized to do business in the State of Washington, doing business as FastSigns with its principal offices at 1409 N. Pittsburg St Ste. A, 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. Provision of services for custom graphics for vehicle decals, signs and banners on an as-needed basis.
- 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

| <u>AGENDA ITEM</u> | <u>ACTION NEEDED</u> | <u>DISCUSSION TYPE</u> |
|--|--|--|
| Meeting Date: 03 Jan 2011 Subject: PEDA contract Memo Date: 22 Dec 2010 Prepared By: AJF Reviewed By: | Execute Contract X Pass Resolution Pass Ordinance Pass Motion Other | Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other |

SUMMARY & BACKGROUND

This is the annual renewal of the economic development agreement with Prosser Economic Development Association.

Similar agreements with Benton City Economic Development Council and TRIDEC should be on their way for commissioner consideration shortly.

FISCAL IMPACT

\$10,000 for the year.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF CONTRACTED SERVICES FOR ECONOMIC DEVELOPMENT

WHEREAS, under RCW 36.01.085, counties may contract with nonprofit corporations in furtherance of the public purpose of promoting economic development activities; and

WHEREAS, Prosser Economic Development Association is a nonprofit corporation currently running an economic development program within the geographical boundaries of the Prosser School District; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Standard Service Agreement between Benton County and Prosser Economic Development Association for economic development services in the Prosser area.

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

**STANDARD SERVICE AGREEMENT
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, Washington 99350 (hereinafter "County"), and Prosser Economic Development Association with its principal address at 1230 Bennett Avenue, Prosser, Washington 99350 (hereinafter "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract consists of these specific and general terms and conditions, and the 2011 Economic Development Plan provided by the Contractor, which is incorporated as **EXHIBIT A**.

2. DURATION OF CONTRACT

The term of this Contract shall be effective January 1, 2011 and shall expire on December 31, 2011. The Contractor shall complete all work by the expiration date of this Contract.

3. SERVICES PROVIDED

During the term of this Contract, the Contractor shall administer the economic development programs set forth in **Exhibit A** within the Contractor's service area, which is concurrent with the boundaries of the Prosser School District. Contractor will send monthly work progress reports to the County Contract Representative.

4. CONTRACT REPRESENTATIVES

The County's Contract Representative is:

Adam J. Fyall
Benton County Commissioners' Office
Post Office Box 190
Prosser, Washington 99350
(509) 736-3053
adam.fyall@co.benton.wa.us

All correspondence and billing will be sent to the County's Contract Representative.

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Benton County

Department of Public Works

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

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

9:05

November 23, 2010

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Right of Way Vacation
Bofer Canyon Road
CE 1944 VAC

Commissioners:

In accordance with Resolution #10-719, dated November 22, 2010, setting a public hearing for January 3, 2011, for a proposed road right of way vacation for two separate locations on the Old Inland Empire Highway, the following report is submitted:

We have reviewed and examined the right of way proposed for vacation and abandonment. The attached print depicts said right of way proposed by the County Engineer for vacation. The right of way proposed for vacation and abandonment are two pieces of land triangular in shape that have become excess due to road construction recently completed. At both locations a paved "Y" curve has been removed, thus leaving a large triangular area.

The road right of way was deeded to Benton County as STATE HIGHWAY. NO. 3 and filed under Auditor Fee Number 282994, which is located in Section 36, Township 9 North, Range 24 East, W.M., of which a portion of said right of way is now proposed for vacation and is described as follows:

All that existing road right of way lying Easterly and Southerly of the following described line:

Beginning at the Northwest corner of Section 36, Township 9 North, Range 24 East, W.M.; thence South 00° 00' 00" East on an assumed bearing along the Section line and centerline of Old Inland Empire Highway a distance of approximately 212.22 feet; Thence South 90° 00' 00" East a distance of 30.00 feet to the True Point of Beginning; thence North 00° 00' 00" East 142.01 feet; thence North 44° 26' 05" East a distance of 57.00 feet; thence North 89° 36' 21" East a distance of 160.44 feet to the terminus of said line.

Except the West 30.00 feet and except the North 30.00 feet of said Section 36.

AND

Right of way located in the Southwest Quarter of Section 28, Township 9 North, Range 25 East, W.M. described as follows:

All that existing road right of way lying Easterly and Southerly of the following described line:

Beginning at the Easterly Quarter Corner of Section 28, Township 9 North, Range 25 East, W.M.; thence South 00° 00' 00" East on an assumed bearing along the Section line and centerline of Old Inland Empire Highway a distance of approximately 181.10 feet; Thence South 90° 00' 00" East a distance of 30.00 feet to the True Point of Beginning; thence North 00° 00' 00" East a distance of 111.10 feet; thence North 45° 55' 25" East a distance of 54.33 feet; thence South 88° 10' 49" East a distance of 142.53 feet to the terminus of said line.

Except the West 30.00 feet and except the North 30.00 feet of said Southwest Quarter of Section 28.

Public Works received letters back from the following:

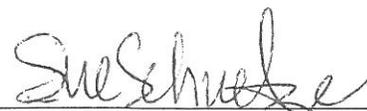
- 1) Benton PUD - no comment.
- 2) Sunnyside Valley Irrigation District – no comment.
- 3) Benton County Planning Department - no comment.
- 4) Benton County Fire Marshal – no comment.

In conclusion, it is the opinion of Benton County Public Works that it is in the best interest of the County to vacate the right of way as shown on the attached map as proposed by the Benton County Engineer, and that the public will be benefited by the vacation and abandonment of said right of way. It is also our opinion that it is not necessary to retain the right of way proposed for vacated for the County road system of the future.

Sincerely,



Malcolm Bowie
County Engineer



Sue Schuetze
Engineer II

9:10

Marilu Flores - Webber Canyon Vacation

From: Steve Becken
To: Marilu Flores
Date: 12/29/2010 9:37 AM
Subject: Webber Canyon Vacation

Marilu

We are going to request the vacation hearing for Webber Canyon Road et al be table for one week.

Steve

9:15

RESOLUTION 10 406

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS
FOR THE YEAR 2010; RESCINDING RESOLUTION 09-861

BE IT HEREBY RESOLVED that the following constitutes the organization of the Benton County
Commissioners and staff for the Year 2010 effective January 1, 2010:

- CHAIRMAN OF THE BOARD..... James Beaver
- CHAIRMAN PRO-TEM.....Leo Bowman
- COUNTY ADMINISTRATOR.....David Sparks
- CLERK OF THE BOARDCami McKenzie
.....Lisa Small, Alt.
..... Marilu Flores, Alt.
- BENTON COUNTY ENGINEER Malcolm Bowie
- BENTON COUNTY PEST BOARD SUPERINTENDENTFrank Wolf
- BENTON COUNTY WSU EXTENSION DIRECTOR.....Marianne Ophardt
- BI-PIN Brian White
..... David Sparks, Alt.
- B-F REGIONAL REVOLVING LOAN FUND BOARD James Beaver
..... Leo Bowman, Alt.
- BEN FRANKLIN TRANSIT BOARDLeo Bowman
..... James Beaver, Alt.
- BENTON CITY CAPITAL FACILITIES AREA LIBRARY BOARD Max Benitz, Jr.
.....Leo Bowman
..... James Beaver
- BENTON CLEAN AIR AUTHORITY..... James Beaver
..... Leo Bowman, Alt.
- BENTON COUNTY FINANCE COMMITTEE (rotate w/chair)..... James Beaver
- BENTON COUNTY LEOFF DISABILITY BOARD..... Max Benitz, Jr.
- BENTON-FRANKLIN COUNCIL OF GOVERNMENTS James Beaver
..... Max Benitz, Jr., Alt.

BENTON-FRANKLIN LAW LIBRARY BOARDLeo Bowman

BENTON-FRANKLIN-WALLA WALLA GOOD ROADS ASSN.Leo Bowman
.....James Beaver, Alt.

BI-COUNTY HEALTH BOARDJames Beaver
.....Max Benitz, Jr.
.....Leo Bowman

CONSOLIDATED JUVENILE SVCS. BOARD.....James Beaver

CREDIT (Columbia Regional Economic Development Trust)Leo Bowman

EMERGENCY SERVICES BOARD Max Benitz, Jr.

ENERGY COMMUNITIES ALLIANCE..... James Beaver
..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (RSN) Max Benitz, Jr.
..... Edward Thornbrugh, Alt.

HANFORD ADVISORY BOARDMaynard Plahuta
.....Richard Jansons, Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE..... James Beaver

HOMELESS HOUSINGEdward Thornbrugh

HUMAN SERVICES ADMINISTRATOREdward Thornbrugh

METRODavid Sparks
.....Loretta Smith Kelty, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo).....Leo Bowman

PARK BOARD (ex-officio) James Beaver
..... Leo Bowman, Alt.

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (PEDA) ..Max E. Benitz, Jr. (ex-officio)

SOLID WASTE ADVISORY COMMITTEE James Beaver
..... Leo Bowman, Alt.

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio).....Leo Bowman

TRI-CITY VISITOR & CONVENTION BUREAU..... James Beaver

TRI-COUNTY METROPOLITAN TRANSPORTATIONLeo Bowman
..... James Beaver, Alt.

TRIDEC.....James Beaver
Max Benitz, Jr., Alt.

WASHINGTON COUNTIES INSURANCE FUND..... Max Benitz, Jr.
Melina Wenner, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES
BOARD OF DIRECTORSLeo Bowman

WASHINGTON STATE ASSOCIATION OF COUNTIES
LEGISLATIVE STEERING COMMITTEELeo Bowman

WASHINGTON STATE GOOD ROADS &
TRANSPORTATION ASSOCIATION..... James Beaver
Leo Bowman, Alt.

WORKFORCE DEVELOPMENT COUNCIL..... James Beaver
Max Benitz, Jr., Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARDLeo Bowman

YAKIMA WATER RESOURCE AGENCY Max Benitz, Jr.
James Beaver, Alt.

Dated at Prosser, Washington, this 19 day of July, 2010.


Chairman

LEO M. BOWMAN - ALBERT

Chairman Pro-Tem


Member

Constituting the Board of
Benton County Commissioners

ATTEST:


Clerk of the Board

9:35 am

EXECUTIVE SESSION

POTENTIAL LITIGATION

S Hallstrom / R Brown

9:45 am

**EXECUTIVE SESSION
POTENTIAL LITIGATION**

B Perry

10:00 am

Sheriff's Office Training Facility
Discussion

Lt. Vannoy