

July 12, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
June 28, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Absent: Commissioner Leo Bowman (excused)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Sheriff Larry Taylor, Steve Becken, Malcolm Bowie, and Sue Schuetze, Public Works; Planning Manager Mike Shuttleworth; Human Services Administrator Ed Thornbrugh; Erhiza Rivera, Treasurer's Office; DPA Ryan Brown; Treasurer Duane Davidson; Bryan Perry, Safety Coordinator; Van Petty, Auditor's Office; Clark Posey, Planning; Patty Yayne, Assessor's Office.

Workshop Agenda

Animal Control Project

Sheriff Taylor said that after January 1 the City of West Richland would no longer have an animal control facility, or the funds or means to build a new facility. Sheriff Taylor said West Richland needed about 10 kennels (they also deal with cats) and he was asking for authorization to begin a comprehensive study to look at a partnership with W. Richland to consolidate into one facility. He said with the current design he could increase the capacity and kennels without changing the design and he already had volunteers in place to help run the program.

Commissioner Benitz said the County had been wrestling with this subject for many years and how to address the rural Benton County residents. He said the County asked the cities to participate in the construction and ongoing operation and maintenance costs and they declined. Additionally, he said the Board was very clear on "no cats" in developing the ordinance. Commissioner Benitz said he wanted to see Benton County's ordinance adopted for stray and abandoned dogs, get the facility up and running, and then look at other agreements with cities (maybe Prosser).

Sheriff Taylor said he was not advocating the Benton County ordinance be changed. He said that once they were up and running, it could be changed if they wanted. He said that W. Richland only had 1 to 2 cats and it would have to be at a different location or possibly in a

corner. He said that Prosser already contracted with Grandview so they were not in need of a facility. Additionally, he said he was aware of the problems with the cities, but the County had a moral and ethical obligation to help out citizens in W. Richland because they were in need of a service as a municipality within Benton County.

David Sparks said they were looking for the Board's blessing to explore this option, but they were not looking to make a decision or sign a contract today.

Chairman Beaver said the Board had made a decision to be in the animal control business and it would always look at contracts and services as a way to be more efficient and keep costs down and be more successful. He said once they had a proposal, they could bring it to the Board.

Rivershore Master Plan

Adam Fyall said he had been working with Tri-Cities Visitor & Convention regarding a new Rivershore Master Plan. He said that Benton County's share would be approximately \$3,500 and it was currently out to all parties to see if they were interested in participating.

Both Commissioners Benitz and Beaver said they would support the project.

Cancellation of Meeting

The Board cancelled the meeting of July 6, 2010.

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

Approval of Minutes

The Minutes of June 21, 2010 were approved.

Consent Agenda

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

Assessor

- a. Personal Services Contract w/Automatic Funds Transfer Services

Auditor

- b. Letter to Washington State Auditor's Office

Commissioners

- c. Contract with Washington State Military Department for E-911
- d. UIC Stormwater Well Registration Form w/Department of Ecology

Facilities

- e. Bid Award for Janitorial Services

Fairgrounds

- f. CPM Development Corporation Lease Amendment

Human Services

- g. Adoption of Provider Network Business Plan

Juvenile

- h. Line Item Transfer, Fund No. 0115-101, Dept. 171
- i. Line Item Transfer, Fund No. 0115-101, Dept. 172
- j. Line Item Transfer, Fund No. 0115-101, Dept. 173
- k. Line Item Transfer, Fund No. 0115-101, Dept. 174
- l. Pasco School District Contract for Chiawana High School Probation Liaison
- m. Pasco School District Contract for Pasco High School Probation Liaison
- n. Grant Application, Office of Juvenile Justice Programs

Office of Public Defense

- o. Termination - Professional Services Contract w/B Bowe for Investigative Services

Public Works

- p. Order and Agreement for Nonexclusive Franchise for PUD No. 1 of Klickitat County
- q. Order and Agreement for Nonexclusive Franchise for Electric Lightwave, LLC
- r. Order and Agreement for Nonexclusive Franchise for Oasis Water Corporation

Sheriff

- s. Authorization to Purchase Miscellaneous Equipment from Larsen Firearms

Treasurer

- t. Approval for Disbursements from the Historical Preservation Fund
- u. Agreement for Banking Services w/KeyBank National Association

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

Continued Public Hearing – Hunts Plat

Sue Schuetze said the Petitioner had provided Public Works with the documentation required to complete granting an easement as required by the Fire Marshal. Additionally, the Petitioner hired a surveyor to establish a legal description for an easement to preserve the City of West Richland's existing sewer main and submitted it to the County and it was approved by the City of West Richland. Ms. Schuetze said the Public Works Department recommended the right of way be vacated, subject to the listed conditions.

Testimony

The applicants spoke from the audience and said they supported the request.

MOTION: Commissioner Benitz moved to approve the right of way vacation subject to the following conditions:

1. That two ingress egress easements be recorded immediately following the recording of the Vacation Resolution;
2. That an easement be retained for the City of West Richland sewer main within the Resolution for Vacation and that it be recorded.

Chairman Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:20 a.m.

Badger Mountain Golf & Country Club – Planned Development Revision to PD 94-1

Mike Shuttleworth said this was a closed record hearing.

Mr. Shuttleworth said the applicant submitted an application to remove 15.86 acres from the Badger Mountain Golf & Country Club Planned Development and the Planning Commission held a public hearing on the request. He said it was the recommendation of the Planning Commission and the Planning Department to grant the request.

MOTION: Commissioner Benitz moved to adopt the Planning Commission's findings of fact and conclusions as their own and approve the request to remove 15.86 acres lying south of Reata Road and North of Interstate 82 and East of the Bermuda Road/I-82 overpass from the boundaries of the Planned Development of Badger Mountain Golf and Country Club (PD 94-1) and that such request was subject to the following conditions:

1. The applicant must comply with the all conditions for approval for the Badger Mountain Golf & Country Club Planned Development set forth in the Board's January 24, 2001 decision attached to Resolution 01-037 and as modified by the Board of Commissioners.
2. No other changes are approved other than those considered with this request.

Chairman Beaver seconded and upon vote, the motion carried unanimously.

The Board briefly recessed until 9:30 a.m.

Preliminary Plat of Reata Place – SUB 10-01

Mike Shuttleworth said this was a closed record hearing and covered the land that was just removed from PD 94-1. He said that during the Planning Commission hearing, there was a lot of discussion about water and the irrigation district agreed to put up some money to increase the pumping ability for the irrigation district. He said the Planning Commission voted to recommend approval of the preliminary plat as presented with conditions and the Planning Department recommended the Board adopt the Planning Commission's recommendation, findings and conclusions.

MOTION: Commissioner Benitz moved to adopt the Planning Commission's recommendation, findings and conclusions as their own and approve the preliminary plat of Reata Place, SUB 10-01 with conditions. Chairman Beaver seconded and upon vote, the motion carried unanimously.

The Board briefly recessed until 9:40 a.m.

Boundary Line Adjustment – Ordinance Amendment to Title 9

Mike Shuttleworth said this was a public meeting and the Board could take testimony if it wanted. He said it was a proposed ordinance to amend Title 9 to provide procedures and consistent criteria for reviewing and approving boundary line adjustments. The Planning Commission held a public hearing and recommended approval of the ordinance. Additionally, Mr. Shuttleworth said the new ordinance required that a licensed surveyor prepare legal descriptions.

MOTION: Commissioner Benitz moved to approve the Planning Commission’s Findings of Fact as their own and approve the resolution adopting the ordinance “Boundary Line Adjustments”.

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

Review of Benton County Code 6.08

DPA Ryan Brown submitted a memo regarding BCC Chapter 6.08. He said that Steve Brown had raised the issue of applicability of BCC 6.08, an ordinance adopted in 1974. He said the state statutes have evolved since then, but Benton County’s ordinance was frozen in time and Sheriff’s road deputies relied on state statute. He asked the Board if it wanted to maintain the current ordinance, repeal it, or amend it section by section.

Commissioner Benitz said he was in favor of repealing the ordinance.

Chairman Beaver said if the operational standards were to follow the state statute, then he was in favor of repealing it.

Mr. Brown said the Board would need to have a public hearing on the issue and he would work with the Commissioners’ office to set that up.

The board briefly recessed, reconvening at 10:05 am.

Human Services Update

Ed Thornbrugh said that participation on the advisory boards had diminished in spite of recruitment efforts and he proposed consolidating the advisory boards into a Human Services Board.

Commissioner Benitz said he wanted the Boards to stay separate at this time and continue the recruitment efforts, maybe to be reviewed again at a later time. Chairman Beaver asked what the other counties were doing and Mr. Thornbrugh said it was a combination of both.

The Board agreed to have Human Services continue to recruit and report back in six months on the progress.

Mr. Thornbrugh discussed the joint resolution authorizing the Director of Human Services to execute certain types of contracts and recommended the resolution be updated to reflect the current position. The Board agreed.

Mr. Thornbrugh briefly discussed his written report, including Developmental Disabilities Services; Mental Health Services; Substance Abuse; Prevention Services; Housing; and IT Services.

Chairman Beaver asked about the status of the Canal Building. Ed Thornbrugh said the RFQ's closed on Friday, they received 12 responses, and he would review them with the County administrators to select an A&E firm.

Commissioner Benitz said he was in agreement with terminating the Advocate for Wellness contract and moving forward with a new contract.

The Board briefly recessed, reconvening at 10:45 a.m.

Unscheduled Visitors

Bi-County Budget Meeting

Commissioner Benitz discussed the request to hold a bi-county budget meeting and said he was not in favor of moving forward before other budget meetings were held. He said the County had a system in place for budget review and he wanted to send a letter to Superior Court stating the Board would be happy to sit down with them during the regular budget cycle.

Chairman Beaver said there was a process that should be followed, unless there was something broken. He said he was hearing there was not enough money, which was not new news. He said he wanted to discuss the issues during the regular budget cycle and was agreeable to a letter to Superior Court and Franklin County.

Claim for Damages

CC 2010-09: Received June 25, 2010 from Naathon-Ray Johnson

Vouchers

Check Date: 6/25/2010
Warrant #: 13080-13508
Taxes #: 01010610
Total all funds: \$1,440,884.02

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

Resolutions

- 10-359 Personal Services Contract w/Automatic Funds Transfer Services
- 10-360 Contract with Washington State Military Department for E-911
- 10-361 UIC Stormwater Well Registration Form w/Department of Ecology
- 10-362 Bid Award for Janitorial Services
- 10-363 CPM Development Corporation Lease Amendment
- 10-364 Adoption of Provider Network Business Plan
- 10-365 Line Item Transfer, Fund No. 0115-101, Dept. 171
- 10-366 Line Item Transfer, Fund No. 0115-101, Dept. 172
- 10-367 Line Item Transfer, Fund No. 0115-101, Dept. 173
- 10-368 Line Item Transfer, Fund No. 0115-101, Dept. 174
- 10-369 Pasco School District Contract for Chiawana High School Probation Liaison
- 10-370 Pasco School District Contract for Pasco High School Probation Liaison
- 10-371 Grant Application, Office of Juvenile Justice Programs
- 10-372 Termination-Professional Services Contract w/B Bowe for Investigative Services
- 10-373 Order & Agreement for Nonexclusive Franchise for PUD No. 1 of Klickitat County
- 10-374 Order and Agreement for Nonexclusive Franchise for Electric Lightwave, LLC
- 10-375 Order and Agreement for Nonexclusive Franchise for Oasis Water Corporation
- 10-376 Authorization to Purchase Miscellaneous Equipment from Larsen Firearms
- 10-377 Approval for Disbursements from the Historical Preservation Fund
- 10-378 Agreement for Banking Services w/KeyBank National Association
- 10-379 Approval to Remove 15.86 Acres from the Badger Mountain Golf and Country Club Planned Development File PD 94-1
- 10-380 Approval of SUB 10-01 – Preliminary Plat – Reata Place
- 10-381 Adoption of Ordinance 473 – Adding a New Chapter to BCC Title 9 – Boundary Line Adjustments

There being no further business before the Board, the meeting adjourned at approximately 11:00 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE LEASE AGREEMENT WITH PITNEY BOWES,

WHEREAS, the Benton County Auditor's Office wishes to enter into equipment lease agreements based off the State Contract #06907 for postage meters, scales and folder/inserter; and

WHEREAS, Pitney Bowes is an approved vendor per State Contract #06907; NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the Auditor's and Election Supervisor's recommendation and hereby authorizes the lease payments for 48 months from the time the equipment lease agreements are signed by the "Eligible Entity" not to exceed \$10,743.36 including WSST; and

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Chairman of the Board to sign the attached Equipment Lease Agreements providing for one (1) envelope printer and related software for the Benton County Auditor's Office; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Benton County Auditor to sign as "Eligible Entity" when said items are received.

Dated this _____ day of _____, 2010.

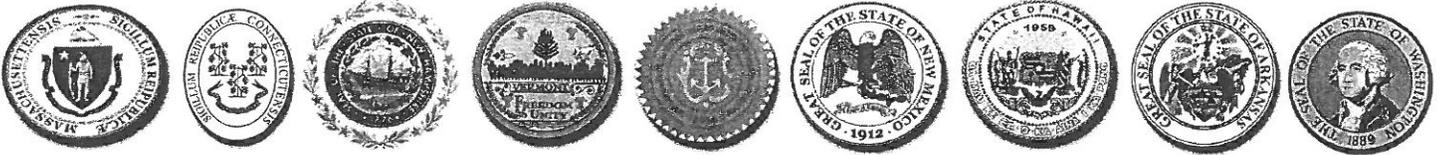
Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board



**OFF22 Multi-State Postage and Mail Processing Equipment, Accessories, Services and Supplies
Equipment Confirmation Form**

This form **must** be used and attached to each equipment lease, purchase, service or rental encumbrance document to confirm the selection of equipment covered under the Statewide Contract Number OFF22 on file at OSD. All of the terms and conditions of the Statewide Contract, OFF22 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form, which conflict with the terms of the OFF22 Statewide Contract shall be considered to be superseded and void. Eligible Entities are only required to sign this confirmation form. This form is **optional** for all supply purchases.

(the Participating Addendum between the State of Washington and Pitney Bowes Inc. is also incorporated by reference)

Participating State Contract Number: 06907 **Purchase Order/Encumbrance Number:** na **Fiscal Year:** 2010

Eligible Entity: BENTON COUNTY AUDITOR	Contractor Lease Name: Pitney Bowes Global Financial Services (PBGFS)	
Contact Person: Stuart Holmes	Contractor Purchase, Service or Meter Head Name: Pitney Bowes Inc. (PBI)	
Phone: (509) 786 5618 ext ____ E-Mail: stuart.holmes@co.benton.wa.us Fax: () ____ ext ____	Contact Person: JEFF D KEANE	
Entity Billing Address: PO Box 470 Prosser WA 99350	Phone: (509) 786 5618 ext ____ 509 - 306 - 0368 E-Mail: jeff.keane@pb.com Fax: () ____ ext ____	Contractor Lease Remit Address: Pitney Bowes Global Financial Service Box 856460 Louisville, KY 40285-6460
Contact: _____ Phone: () ____	Contractor Purchase, Service or Meter Head Remit Address: Pitney Bowes Inc, Box 856390 Louisville, KY 40285-6390	Lease FEIN/Vendor Code Number # 201344287
Delivery Address: (If different from Billing Address Above) (Multiple Address and Contact Information Entity must attached the appropriate information to the form) 620 MARKET ST COUNTY COURT HOUSE PROSSER WA 99350-1610	Purchase, Service or Meter Head FEIN/Vendor Code Number # 080495050	
Check off the applicable box for equipment type and Maintenance Plan and number of years after warranty period: <input checked="" type="checkbox"/> New Equipment <input type="checkbox"/> Predecessor Maintenance Service Term after Warranty Period; <input checked="" type="checkbox"/> Warranty <input checked="" type="checkbox"/> 2 nd Year <input checked="" type="checkbox"/> 3 rd Year <input checked="" type="checkbox"/> 4 th Year <input type="checkbox"/> 5 th Year <input checked="" type="checkbox"/> Plan A Yearly Service with applicable response time <input type="checkbox"/> 4 Hour <input checked="" type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> Plan B Time and Material with applicable response time <input type="checkbox"/> 4 Hour <input type="checkbox"/> 8 Hour <input type="checkbox"/> 12 Hour <input type="checkbox"/> 24 Hour	<input checked="" type="checkbox"/> Term Lease # Months 48 <input type="checkbox"/> Meter Head Term Lease # Months _____ <input type="checkbox"/> Rental (Not to exceed 6 months) <input type="checkbox"/> Purchase (Optional)	
Check off the applicable box for equipment sub-category: <input checked="" type="checkbox"/> Category 1 <input type="checkbox"/> 2A <input type="checkbox"/> 2B <input type="checkbox"/> 2C <input type="checkbox"/> 2D <input type="checkbox"/> 2E <input type="checkbox"/> 2F <input type="checkbox"/> 2G <input type="checkbox"/> 2H	Purchase, Lease and Service Billing Options: (Billed in advance unless indicated in arrears below.) Term Lease <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly <input type="checkbox"/> Arrears Rental <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Arrears Service Plan A <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly <input type="checkbox"/> Arrears	

NOTE: Contractors are required to include one (1) month worth of complete supplies necessary to operate each piece of equipment based upon the monthly volumes indicated within the OFF22 terms and conditions upon installation and training.

Equipment Model Number	Equipment/Accessory Description (E.G. Digital Postage Equipment)	Quantity	Purchase Price Or Monthly Lease Or Rental Equipment Cost	Number Of Lease Or Rental Months	Trade-In Value	Net Total Lease, Purchase Or Rental Equipment Costs	Annual Service Plan Selected With Applicable Net Rate Per Unit/Each After Warranty	Net Total Cost For Service
	See Attachment A for Details		\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$
			\$		\$	\$	\$	\$
GRAND TOTAL							\$	
Special Instructions/Additional Information (e.g. equipment model traded, software license information, lease document information for contractor tracking purposes only, supplies exchanged): See Attachment B								

Eligible Entity and Contractor signatures below acknowledge ONLY that the equipment order has been placed pending delivery, installation, start-up supplies and training.

ELIGIBLE ENTITY:

X: _____
 (Signature)

NAME: _____
 (Print)

TITLE: _____

DATE: _____

CONTRACTOR:

X _____
 (Signature)

NAME: _____
 (Print)

TITLE: _____

DATE: _____

Eligible Entity and Contractor signatures below acknowledge completion of the four (4) items below to the Eligible Entities satisfaction in addition to the payment start and termination dates.

Eligible Entity must check off all four (4) items below acknowledging completion prior to final approval.

- 1) Equipment delivered undamaged from the Contractor.
- 2) Received one (1) complete set of supplies based upon the monthly volumes within the OFF22 terms and conditions.
- 3) Equipment is installed and operational.
- 4) Received initial satisfactory training from the Contractor.

Lease, Rental or Purchase payment terms do not begin until the appropriate items above have been approved by the Eligible Entity.

Payment Start Date of this Lease, Purchase or Rental Agreement: Month _____ Day _____ Year _____	Payment Termination Date of this Lease, Purchase or Rental Agreement Month _____ Day _____ Year _____
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ELIGIBLE ENTITY:

X: _____
 (Signature)

NAME: _____
 (Print)

TITLE: _____

DATE: _____

CONTRACTOR:

X: _____
 (Signature)

NAME: _____
 (Print)

TITLE: _____

DATE: _____

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelly
Deputy County Administrator

b

CANVASSING BOARD APPOINTMENT

I, Jim Beaver, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the Primary Election to be held on August 17, 2010. I will serve for the timeframe of July 28, 2010 through September 1, 2010.

DATED this _____ day of July 2010.

JIM BEAVER
Chair, Board of County Commissioners

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH FIRE CONTROL SPRINKLER SYSTEM, INC. FOR BACKFLOW TESTING AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY COURTHOUSE, BENTON COUNTY HEALTH DISTRICT, HORN RAPIDS PARK, TWO RIVERS PARK, AND BENTON COUNTY FAIRGROUNDS

WHEREAS, per Resolution 09-811 dated December 14, 2009 that in letting of any contract for public works services or materials involving less than twenty-five thousand dollars (\$25,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Benton County Facilities Manager received a proposal from Fire Control Sprinkler System Co., Inc. - Contractors No. FIRECSS120R1 in the amount of \$1,860.00 excluding WSST for backflow testing services for the locations at the Benton County Justice Center, Benton County Health District, Benton County Courthouse, Horn Rapids Park, Two Rivers Park and Benton County Fairgrounds; and

WHEREAS, the Facilities Manager reviewed the proposal and recommends awarding the contract to Fire Control Sprinkler System, Inc. for a contract amount of \$1,860.00, excluding WSST; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and awards the backflow testing services to Fire Control Sprinkler System, Inc. for a contract amount not to exceed \$3,500.00 excluding WSST to cover any acceptable overcharges, incidentals and other unanticipated costs; and

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

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Attest: _____
Clerk of the board

Member

Constituting the Board of County
Commissioners of Benton County, Washington

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FIRE CONTROL SPRINKLER SYSTEM, INC.**, a Washington corporation with its principal offices at 210 N Perry Street, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit A - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin May 1, 2010 and shall expire on December 31, 2010, unless earlier terminated pursuant to Section 16 herein. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to complete backflow testing for fifty one (51) backflow assemblies of the water supply to the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, WA; Benton County Health District Bldg, 7102 W. Okanogan, Kennewick, WA; Benton County Fairgrounds, 1500 S. Oak Street, Kennewick, WA; Benton County Courthouse, 620 Market Street, Prosser, WA; Horn Rapids Park, Benton City, WA; and Two Rivers Park, Finely, WA all in accordance to Exhibit "A" attached hereto. The CONTRACTOR shall conduct the actual testing, according to industry standards, provide all necessary equipment, supplies and materials for the testing, and provide a written report or reports, as customary in the industry, indicating the results of such testing in a form appropriate to allow COUNTY to properly maintain its water system at the stated location and conform such water system to applicable building, fire, and related codes. The CONTRACTOR agrees to provide its own

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH FIRE CONTROL SPRINKLER SYSTEM, INC. FOR THE TESTING AND INSPECTION OF ALL FIRE PROTECTION EQUIPMENT AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY HEALTH DISTRICT, AND BENTON COUNTY FAIRGROUNDS

WHEREAS, per Resolution 09-811 dated December 14, 2009 that in letting of any contract for public works services or materials involving less than twenty-five thousand dollars (\$25,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Benton County Facilities Manager received a proposal from Fire Control Sprinkler System Co., Inc. - Contractors No. FIRECSS120R1 in the amount of \$2,520.00 excluding WSST for the testing and inspection of all fire protection equipment and any backflows pertaining to the fire system for the locations at the Benton County Justice Center, Benton County Health District, and Benton County Fairgrounds; and

WHEREAS, the Facilities Manager reviewed the proposal and recommends awarding the contract to Fire Control Sprinkler System, Inc. for a contract amount of \$2,520.00, excluding WSST; and

WHEREAS, Fire Control Sprinkler System, Inc. also provided hourly rates for "as needed" sprinkler repair as further broke down in the contract attached hereto; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington the Board hereby concurs with the recommendation and awards the testing and inspection of all fire protection equipment to Fire Control Sprinkler System, Inc. for a total contract amount not to exceed \$8,000.00 excluding WSST to cover any acceptable overcharges, incidentals and other unanticipated costs; and

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

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Attest: _____
Clerk of the board

Member

Constituting the Board of County
Commissioners of Benton County, Washington

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FIRE CONTROL SPRINKLER SYSTEM, INC.**, a Washington corporation with its principal offices at 210 N Perry Street, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin March 1, 2010 and shall expire on December 31, 2010, unless earlier terminated pursuant to Section 16 herein. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to perform testing and inspection of all fire protection equipment and any backflows pertaining to the fire systems one (1) time annually in the Benton County Jail; Benton County Justice Center; Benton County Health District Bldg; and the Benton County Fairgrounds. Such inspection service shall cover minor service type adjustments and replacement parts, provided that this shall not include extensions or alterations of the sprinkler system or the furnishings of replacement sprinkler heads or devices or any other major work. The CONTRACTOR shall also respond to broken heads in the jail all in accordance with the hourly rates outlined in section five (5) below. The CONTRACTOR shall conduct the actual testing, according to industry standards, provide all necessary equipment, supplies and materials for the testing, and provide a written report or reports, as customary in the industry, indicating the results of such testing in a form appropriate to allow COUNTY to properly maintain its water system at the stated location and conform such water system to applicable building, fire, and related codes. The CONTRACTOR

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE SERVICE AGREEMENT BETWEEN BENTON COUNTY AND ABM JANITORIAL SERVICES FOR JANITORIAL SERVICES AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY CORONER'S OFFICE & BENTON COUNTY HEALTH DISTRICT BUILDING

WHEREAS, as per Resolution 10-362 dated June 28, 2010 the Board of Benton County Commissioners awarded the janitorial services for the locations of the Benton County Justice Center, Benton County Coroner's Office, and Benton County Health District Building to ABM Janitorial Services for an annual contract amount of \$156,900.00 excluding WSST; and

WHEREAS, the Board authorized personnel to prepare the necessary contract to be placed on the consent agenda for the Chairman's signature; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the service agreement between Benton County and ABM Janitorial Services for said services for a contract amount of \$156,900.00 excluding WSST for each year this contract is in place; and

BE IT FURTHER RESOLVED, this contract will terminate on August 31, 2012.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Attest: _____
Clerk of the Board

Member

Constituting the Board of County
Commissioners of Benton County,

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **ABM JANITORIAL SERVICES** a corporation authorized to do business in the State of Washington with its principal offices at 16 East Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Exhibit B - Specifications
- b. Exhibit C - Floor Plans
- c. Exhibit D - Bid Proposal
- d. Exhibit I - Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution of both parties and shall be terminated August 31, 2012, unless earlier terminated pursuant to Section 16 below.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

CONTRACTOR shall, utilizing its bona fide employees, provide janitorial services as more fully defined in Exhibit B for designated portions of the Benton County Justice Center at 7122 W. Okanogan Place, Kennewick, WA; Benton County Coroners Office, 7110 W. Okanogan Place, Bldg. A, Kennewick, WA and Benton County Health District Building, 7102 W. Okanogan Place, Kennewick, WA.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written

f

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution to purchase HVAC system for Technology Room at Department of Human Services	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The air conditioner in the Information Technology Server Room ceased working and put our system data in jeopardy.

SUMMARY

Bruce Heating and Air Conditioning was contacted to make an emergency purchase and installation of an HVAC system at a cost of \$5,271.

RECOMMENDATION

- Sign the resolution to accept and authorize the purchase of the HVAC system.

FISCAL IMPACT

There is no fiscal impact on the Counties' current expense budget. Funds will be taken from the Department of Human Services fund 0108.101, Department 560, Administration budget.

MOTION

To approve signing the Resolution to accept and authorize the purchase of the HVAC system.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASE OF AN AIR CONDITIONER FOR INFORMATION TECHNOLOGY ROOM AT THE DEPARTMENT OF HUMAN SERVICES, FUND 0108.101.

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

WHEREAS, The air conditioner in the Information Technology Server Room ceased working and put our system data in jeopardy; and

WHEREAS; Bruce Heating and Air-Conditioning was contacted to make an emergency purchase and installation of an HVAC system; and

WHEREAS, the cost of the emergency service is \$5,271; NOW THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners hereby accept and authorize the purchase of the HVAC system.

Dated this . . . day of, 2010

Chair

Chair, Pro Tem

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

Attest:
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY 9

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Joint Resolution for Appointment to	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Mental Health Advisory Board	Pass Ordinance	<input type="checkbox"/>	1 st Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 nd Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

The Counties' Mental Health Advisory Board (MHAB) is a nine member board which reviews mental health treatment programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

There are currently three vacancies on this Advisory Board, and Muriel Templeton has demonstrated interest in serving on this Board.

RECOMMENDATION

Sign the Joint Resolution to appoint Ms. Templeton to terms which will expire December 31, 2012.

FISCAL IMPACT

There is no fiscal impact. These are voluntary positions.

MOTION

To approve signing the Joint Resolution to appoint Ms. Templeton to a term on the Mental Health Advisory Board ending December 31, 2012.

JOINT RESOLUTION

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

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO
REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by
Franklin County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental Health
Advisory Board, and

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

WHEREAS, three vacancies exists on the Board with the resignations of Melony Ottness, Joyce
Schroeder and James Renner; and

WHEREAS, Muriel Templeton has demonstrated interest and indicated willingness to accept
appointment to the Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Muriel Templeton, _____ be
hereby appointed to fill Joyce Schroeder's position on the Benton-Franklin Counties' Mental Health
Advisory Board for a term of appointment that will expire on December 31, 2012.

DATED: _____

DATED: _____

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

Distribution: Benton County Commissioners
Franklin County Commissioners
Dept. of Human Services

cc: Muriel Templeton

Carey

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGEND <u>xx</u>
MEETING DATE: B/C 07-12-10 F/C 07-07-10	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Contract with Inter-City Legal Processing & Messenger Service, LLC.	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Donna A. Lee	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon A. Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service has provided processing and messenger services to the Benton-Franklin Counties Juvenile Justice Center (BFJJC), Benton-Franklin Counties Department of Human Services, and the Benton-Franklin Counties Crisis Response Unit for more than twenty (20) years. The contract for services between these Departments and Inter-City Legal Processing & Messenger Service lapsed on January 5, 2010.

SUMMARY

The term of this Contract is from July 1, 2010, through December 31, 2010. The Contract allows for renewal of the contract duration term for up to two (2), one (1) year terms.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Contract as outlined above.

FISCAL IMPACT

The monies for this contract are included in the approved budgets for each of the Departments.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Contract between the Benton-Franklin Counties Juvenile Justice Center, Benton-Franklin Counties Department of Human Services, Benton-Franklin Counties Crisis Response Unit and Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, BENTON-FRANKLIN COUNTIES CRISIS RESPONSE UNIT AND INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, LLC, DBA INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, and Ed Thornbrugh, Director of the Benton-Franklin Counties Department of Human Services and Benton-Franklin Counties Crisis Response Unit, believe it is in the best interest of the Juvenile Justice Center, Department of Human Services, and the Crisis Response Unit that the Personal Services Contract between Inter-City Legal Processing & Messenger Service, LLC, dba Inter-City Legal Processing & Messenger Service, and Benton-Franklin Counties Juvenile Justice Center, Benton-Franklin Counties Department of Human Services, and Benton-Franklin Counties Crisis Response Unit be approved as presented for a term commencing July 1, 2010 and ending December 31, 2010, and renewable for two, one year terms, **NOW, THEREFORE**

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

DATED this 12th day of July 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 7th day of July 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

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 and **FRANKLIN COUNTY**, a political subdivision, with its principal offices at 1016 N. 4th Avenue, Pasco, WA 99301, (hereinafter both counties referred to jointly as "COUNTIES"), and **INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE, LLC**, doing business as **INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE**, with its principal offices at 518 W. Shoshone, Pasco, 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 these terms and conditions and the following documents

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

2. DURATION OF CONTRACT

- a. The term of this Contract shall begin July 1, 2010 and shall expire on December 31, 2010. 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.
- b. The COUNTIES may, at its option, and with the approval of the CONTRACTOR, renew the term of this Contract up to a maximum of two (2), one (1) year terms. The CONTRACTOR shall be notified in writing of the COUNTIES' intention to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original Contract term.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. 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 agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 00-00-00 F/C 00-00-00			
SUBJECT: State of WA Work Study Program - Employer Contract		Pass Resolution <u>xx</u>	
Prepared By:	Donna A. Lee	Pass Ordinance	
Reviewed By:	Sharon Paradis	Pass Motion	
		Other	

BACKGROUND INFORMATION

Since 1974, the Washington State Work Study program has helped low- and middle-income students earn money for college and gain experience in areas related to their degrees or career interests. Employers receive low cost part-time help, students earn money for college and receive valuable work experience, and the state is able to help more students go to college. More than 2,000 employers and 9,000 students in Washington participate in this nationally recognized program. The Washington State Legislature funds the program every biennium as part of the higher education budget. The Higher Education Coordinating Board administers the program.

SUMMARY

The work-study student will provide an additional nineteen hours of support services to the legal process unit.

RECOMMENDATION

We recommend that the Boards of Commissioners approve the Employer Contract between the State of Washington Work Study Program and Benton-Franklin Juvenile Justice Center.

FISCAL IMPACT

There will be no fiscal impact to the Counties.

MOTION

I move that the Chairman of the Board of the Benton County Commissioners, and the Chairman of the Board of the Franklin County Commissioners be hereby authorized to sign the Employer Contract with the State of Washington Work Study Program.

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 EMPLOYER CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON WORK STUDY PROGRAM, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Employer Contract between the State of Washington Work Study Program, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 19, 2010 and terminating on June 30, 2011, **NOW, THEREFORE**

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

DATED this 19th day of July 2010.

DATED this 7th day of July 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

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



HECB
RECEIVED
JUN 21 2010
Student Financial
Assistance

STATE OF WASHINGTON WORK STUDY PROGRAM

EMPLOYER CONTRACT

THIS CONTRACT, entered into this 19th day of July, 2010, by and among the Higher Education Coordinating Board, an agency of the state of Washington, hereafter called the "Board," or a public postsecondary institution(s) acting as an instrument of the Board in the placement of students, hereinafter called the "Institution;" and Benton-Franklin Juvenile Justice Center, an eligible Employer, hereinafter referred to as the "Employer."

WITNESSETH:

WHEREAS, the Board has been appropriated funds from the state of Washington, pursuant to RCW 28B.12, to stimulate and promote part-time educationally-related employment of students who are in need of the income from such employment to pursue courses at institutions of postsecondary education; and

WHEREAS, the Employer is a non-profit organization or a profit-making business entity which does not have a direct association with a controlling sectarian organization; and

WHEREAS, the Board, the Institution, and the Employer desire that certain students engage in work under the State Work Study Program authorized by RCW 28B.12; and

WHEREAS, the Employer is in a position to utilize the services of such students;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree for themselves as follows:

A. Employer Responsibilities: General

To be eligible for and to receive reimbursement, the Employer agrees to:

1. Utilize the services of students referred to it by the Institution(s) who are eligible to participate in the State Work Study Program, who provide documentation of eligibility, and who are qualified and acceptable to the Employer. A detailed job description and the pay range for each position must be set forth on a "Job Description" form, or its equivalent, submitted to and approved by each participating Institution;
2. Comply with all appropriate federal, state, and local laws;
3. Employ students to perform only work which will not:
 - a. Result in displacement of regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute;
 - b. Replace positions occupied by regular employees during the current or prior year or any position currently or formerly occupied by Higher Education Personnel classified staff;
 - c. Be sectarian-related; or
 - d. Involve any partisan or non-partisan political activity;
4. Ensure that the work performed by the State Work Study student will bear relationship to the student's formal academic program and/or career interest;
5. Pay each student an hourly rate which is at least equal to the entry level rate for comparable positions within the employing organization;
6. Pay each student on a per-hour worked basis. The student may not be compensated on a completion-of-project, independent contractor or salaried basis;
7. Supervise in a reasonable manner the work performed by the student(s);
8. Maintain a daily record of the hours worked by each student on a form approved by the Board for that purpose;
9. Regulate the number of hours worked to ensure that no student works more than an average of the 19 hours reimbursable per week over the period of enrollment for which the student has received an award or a maximum of the 40 hours reimbursable per week during vacation periods, unless the Institution has specified that the student work fewer hours per week, in which case the Employer will regulate the hours accordingly;
10. Notify the Institution of any change affecting the student's employment; and
11. Complete the attached Business Profile, and also provide the Institution or the Board, upon request, additional information substantiating its eligibility as an Employer, information on its employee classification/compensation plan, and/or a current financial statement confirming its fiscal solvency.
12. The employer agrees to:
 - a. Put in place procedures to safeguard the integrity, confidentiality, and appropriate use of the Board's electronic systems and all data obtained through the Board's electronic systems;
 - b. Use the Board's electronic systems only for official business and to take reasonable care to protect all user names, pass-words, and any subsequent forms of user authentication from use by unauthorized persons;

MG 10/25/10

AGENDA ITEM: Consent	<u>TYPE OF ACTION NEEDED</u>	CONSENT AGENDA xx
MEETING DATE: F/C 07-07-10 B/C 07-12-10	Executive Contract XX	PUBLIC HEARING
SUBJECT: Independent Clinic Facilitator Ernie Chapin	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Donna A. Lee	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

BACKGROUND INFORMATION

Ernie Chapin is a well-known community leader and educator in the Tri-Cities area. He has worked with At Risk Youth and conducted numerous behavioral modification clinics, workshops and classes for various school districts and most recently for the Benton-Franklin Counties Juvenile Justice Center. Mr. Chapin will conduct workshops, clinics and/or classes for the Diversion, Drug Court and Truancy programs.

SUMMARY

Mr. Chapin will conduct classes, clinics and/or workshops for the Diversion, Truancy and Juvenile Drug Court programs.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

FISCAL IMPACT

The compensation rate is included in fee for service monies from the State of Washington BECCA fund.

MOTION

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND ERNIE CHAPIN, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Ernie Chapin and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2010 and terminating on June 30, 2011, **NOW, THEREFORE**

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

DATED this 12th day of July 2010.

DATED this 7th day of July 2010.

BENTON COUNTY BOARD OF COMMISSIONERS

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

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND ERNIE CHAPIN

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center (BFJJC), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Ernie Chapin, with his principal office at 175 Paradise Drive Burbank, Washington, 99323 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be July 1, 2010 through June 30, 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.

2. SERVICES PROVIDED

A. The Contractor will provide the following:

1. Classes, Clinics and/or Workshops for youth in the Diversion, Truancy, and/or Juvenile Drug Court programs.
2. Training to BFJJC staff and volunteers regarding working with At-Risk youth.

B. Additional requirements include but are not limited to:

1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the intervention. To assist in supervision of the youth, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.

K

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PAYMENT FOR PROFESSIONAL SERVICES AND ATTORNEYS FEES PURSUANT TO THE COURT ORDER APPOINTING MICHAEL IARIA, ATTORNEY AT LAW, AS COURT APPOINTED COUNSEL FOR AN INDIGENT PERSON CHARGED WITH CAPITAL HOMICIDE IN BENTON COUNTY SUPERIOR COURT AND HEREBY AMENDING RESOLUTION NO. 08-829

WHEREAS, Resolution no, 08-829 authorizes payment to “Michael Iaria, Attorney at Law, dba Cohen and Iaria, National Building, 1008 Western Avenue, Suite 302, Seattle, WA 98104”;

WHEREAS, Michael Iaria has now ended his practice with Cohen and is now practicing law as “Law Office of Michael Iaria, PLLC”;

WHEREAS, it is therefore appropriate to change the name of the vendor in Resolution No. 08-829 to reflect this change in practice;

NOW THEREFORE, BE IT RESOLVED THAT the payee information in Resolution no 08-829 reading “Michael Iaria, Attorney at Law, dba Cohen and Iaria, National Building, 1008 Western Avenue, Suite 302, Seattle, WA 98104” be stricken and replaced by “Michael Iaria, Attorney at Law, dba Law office of Michael Iaria, PLLC.”

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

RESOLUTION 08 829

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PAYMENT FOR PROFESSIONAL SERVICES AND ATTORNEY FEES PURSUANT TO THE COURT ORDER APPOINTING MICHAEL IARIA, ATTORNEY AT LAW, DBA COHEN AND IARIA, NATIONAL BUILDING, 1008 WESTERN AVENUE, SUITE 302, SEATTLE, WA, 98104, AS COURT-APPOINTED LEAD COUNSEL FOR AN INDIGENT PERSON CHARGED WITH CAPITAL HOMICIDE IN BENTON COUNTY SUPERIOR COURT AND HEREBY RESCINDING RESOLUTION NO. 08-791 PREVIOUSLY PASSED ON SEPTEMBER 22, 2008.

WHEREAS, the Benton County Superior Court previously has appointed Michael Iaria as appropriately qualified court-appointed lead counsel of record for an indigent person charged with the crime of capital homicide in Benton County Superior Court as required by applicable court rules; and

WHEREAS, that appointment necessarily includes appointment of and payment for costs such as hourly attorney fees and fees for necessary experts and investigative and other professional services as well as associated costs such as mileage, meals and lodging that may fall outside the parameters of the Joint Resolution (Benton County Resolution Number 08-339 and Franklin County Resolution Number 2008-097) providing for a standardized system of payment; and

WHEREAS, the Benton-Franklin Office of Public Defense and the Office of the Benton County Administrator have fully and carefully considered the need for a consistent process for administration of such payments and believe it appropriate that appointment and compensation of such experts, investigators and other providers of professional services be completed by the Benton-Franklin Office of Public Defense through its existing systems; and

WHEREAS, payment for such services in a capital case are subject to monitoring by the Benton County Superior Court or its designee; **NOW, THEREFORE,**

BE IT RESOLVED that the Benton-Franklin Office of Public Defense, through the Indigent Defense Coordinator, be and hereby is authorized to approve the use of such expert witnesses, investigators and other providers of professional services as well as the associated costs such as mileage, meals and lodging as may be necessary to assist the defendant herein; and

BE IT FURTHER RESOLVED that payment for those professional services and payment for attorney's fees as well as the associated costs such as mileage, meals and lodging for counsel and others providing professional services shall be presented to the Benton-Franklin Office of Public Defense and specifically to the Indigent Defense Coordinator for review with and approval by the Benton County Deputy Administrator for payment with no specific financial limitation to be imposed; and

BE IT FURTHER RESOLVED that compensation for such services then shall be managed through the pre-existing voucher and financial tracking system in the Benton-Franklin Office of Public Defense and in Benton County generally and shall be fully in accordance with any other orders or requirements then in place specifically including but not limited to sealing and confidentiality orders previously approved by the Benton County Superior Court; and

BE IT FURTHER RESOLVED that Benton County Resolution No. 08-791 be and hereby is rescinded without further action.

Dated this 6 day of Oct, 2008

Clark R. Chris
Chairman of the Board

Mary E. Bennett
Chairman Pro Temp

Don M. Boenke
Member

Attest: Ann McGee
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: July 12, 2010 Subject: Contract Amendment Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Please see the attached Services Contract Amendment with Pacific MicroRem, Inc.

SUMMARY

See above.

RECOMMENDATION

Pass resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND PACIFIC MICROREM, INC. AS APPROVED BY RESOLUTION 10 317.

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached personal services contract amendment.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this 13th day of JULY, 2010 by and between Benton County, Washington hereinafter called "COUNTY" and Pacific Microrem, Inc. hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 10-317 the parties entered into a Contract for service on Benton County's X-ray and metal detector screening equipment for 2010 ("Contract"); and

WHEREAS, the parties wish to amend the contract terms to change the effective date of the service contract and such written amendment is authorized by Section 6.b. of the Contract; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth in the Contract Documents, the parties agree as follows:

1. The Duration of Contract section 2 is hereby amended to read as follows:

The term of this Contract shall begin January 1, 2010, and shall expire on December 31, 2010. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. All other terms and conditions of the Contract remain the same.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

Date: _____

Date: 7/1/10

Benton County

Pacific Microrem, Inc.

Chairman

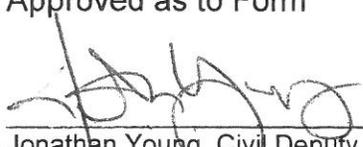

Signature

Approved as to Form

JACK L. FORT, JR., PRESIDENT

Print Name

Title


Jonathan Young, Civil Deputy
Prosecuting Attorney

CONTRACT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this ____ day of _____, 2010 by and between Benton County, Washington hereinafter called "COUNTY" and Pacific Microrem, Inc. hereinafter called "CONTRACTOR".

WHEREAS, per Resolution 10-317 the parties entered into a Contract for service on Benton County's X-ray and metal detector screening equipment for 2010 ("Contract"); and

WHEREAS, the parties wish to amend the contract terms to change the effective date of the service contract and such written amendment is authorized by Section 6.b. of the Contract; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth in the Contract Documents, the parties agree as follows:

1. The Duration of Contract section 2 is hereby amended to read as follows:

The term of this Contract shall begin January 1, 2010, and shall expire on December 31, 2010. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. All other terms and conditions of the Contract remain the same.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

Date: _____

Date: _____

Benton County

Pacific Microrem, Inc.

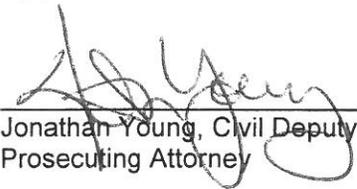
Chairman

Signature

Approved as to Form

Print Name

Title


Jonathan Young, Civil Deputy
Prosecuting Attorney



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE WASHINGTON STATE DEPARTMENT OF FISH/WILDLIFE (WSDFW) RELEASE AGREEMENT AND THE WSDFW ORDER FORM ON BEHALF OF BENTON COUNTY TO OBTAIN THE HABITATS AND SPECIES INFORMATION

BE IT RESOLVED that James Beaver, Chairman of the Board of County Commissioners is hereby authorized to sign the WSDFW Release Agreement between the Benton County and the WSDFW and also to sign the WSDFW Order Form for the ability to obtain Habitats and Species Information.

Dated this _____ day of _____ 2010

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

MES/ch

CC: Planning Department

AGENDA ITEM MEETING DATE: July 12, 2010 SUBJECT WSDFW Sensitive Fish/Wildlife Information Release Agreement and WSDFW Order Form MEMO DATE: June 28, 2010 Prepared By: Carel Hiatt Reviewed By Michael E. Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other
--	--	---

BACKGROUND INFORMATION

The Board in 2000 signed a memorandum of understanding with the Washington State Department of Fish/Wildlife in order to obtain information for Benton County. The Benton County Planning Department has been acquiring current information from the State Department of Fish/Wildlife (WSDFW) every six months per the State's suggestion that we not utilize information older than six months.

On March 14, 2005, the Board of County Commissioners made and approved a motion to have the Planning Department order one set of the Washington State Department of Fish/Wildlife maps/CD. The maps/CD will be retained in the Benton County Planning Department. Effective this 2009, the Benton County Planning Department will no longer be ordering both maps and CD's. The Benton County Planning Department will only be ordering a CD. The GIS Department will then transfer the data from the CD as an overlay for the Planning Department.

Seeing as Commissioner James Beaver is the current Chairman of the Board of County Commissioner he will need to sign the attached Washington State Department of Fish/Wildlife Release Agreement and the WSDFW Order Form in order to secure the CD that will be retained in the Benton County Planning Department.

SUMMARY

The Board in 2000 signed a memorandum of understanding with the Washington State Department of Fish/Wildlife to obtain current information every six months. The Chairman of the Board of County Commissioners will need to sign the attached WSDFW Release Agreement Form and the WSDFW Order Form. Upon return of these forms the Planning Department will then be able to order the necessary documentation.

RECOMMENDATION

The Planning Department recommends that the Chairman of the Board of County Commissioners sign the attached WSDFW Release Agreement and the WSDFW Order Form and then return both forms to the Planning Department for ordering of the CD.

FISCAL IMPACT

This amount has been included in the 2010 budget for the Benton County Planning Department

MOTION

Approve the Consent Agenda adopting the Resolution authorizing Commissioner Beaver to sign the attached the Washington State Department of Fish/Wildlife Release Agreement and WSDFW Order Form.



FISH AND WILDLIFE ORDER FORM

HABITATS AND SPECIES INFORMATION

INSTRUCTIONS

Please complete this order form to request maps and/or digital data on locations of species and habitats. For descriptions of standard products and prices see the *Ordering Habitats and Species Information* sheet which accompanies this form or visit our web site at wdfw.wa.gov/hab/release.htm. **Mail completed form to: Washington Department of Fish and Wildlife, Priority Habitats and Species, 600 Capitol Way N., Olympia WA 98501-1091 or fax to (360) 902-2946.** You will receive an invoice itemizing the costs for your request and instructions for submitting payment. *Sorry, we do not accept payments by credit card.* For questions call (360) 902-2543. For information on state listed plants contact the Washington Department of Natural Resources at: dnr.wa.gov/ResearchScience/Topics/NaturalHeritage/Pages/amp_nh.aspx.

Name: Benton County
Agency/Organization: James Beaver - Chairman - Board of County Commissioners
David Sparks - County Administrator
Address: Benton County Planning Department
P O Box 910
City: Prosser State: WA Zip Code: 99350
Phone Number: 509-786-5612 Date of Request: _____

Does your agency/organization have a Release Agreement, which includes you as a contact, on file with the Washington Department of Fish and Wildlife regarding the confidentiality of sensitive information? Yes No Don't Know

Identify yourself as one of the following:

- Owner of land covered by this request
 - Tribe
 - Utility
 - Conservation organization
 - Government Agency
 - Consultant representing (please circle one:) Landowner
 - Tribe
 - Utility
 - Conservation organization
 - Government Agency
- If Government Agency or representative please specify agency name and type (Federal, State etc.)* _____
- Researcher with a university
 - Other (please specify) _____

REQUESTER READ AND SIGN

By receiving fish and wildlife information from the Washington Department of Fish and Wildlife (WDFW), you incur an obligation to use it in a way that does not cause undue harm to our public fish and wildlife resources.

All fish and wildlife species are vulnerable to harm from human activities. Harm can occur directly (e.g., an animal is harassed or injured) or indirectly (e.g., a nest tree is felled or a wetland is drained). Harm can occur unintentionally, even by those who value the fish and wildlife resources (e.g., repeated visits to a heron rookery which flushes birds from the nest and exposes eggs to cold weather and predators). The most serious threats to fish and wildlife, rather than being direct and malicious acts, are indirect human actions where harm to fish and wildlife was unintentional.

The Washington State constitution confers fish and wildlife ownership to all citizens of the state. WDFW is mandated to safeguard this ownership by preserving, protecting and perpetuating fish and wildlife resources. The public has a crucial role in fulfilling this mandate, for two reasons. First, the statewide distribution of fish and wildlife species and habitat is beyond the monitoring capability of any single agency. Second, the state's constitution gives to the people ownership of fish and wildlife but not of the habitat on which fish and wildlife's survival ultimately depends. Property owners are also habitat owners and their collective actions have a profound effect on the state's fish and wildlife.

WDFW provides information on the location of many of Washington's most sensitive and vulnerable fish and wildlife resources. Use of this information must be commensurate with the vulnerability of fish and wildlife resources and with the conditions outlined in WDFW Releasing Sensitive Fish and Wildlife Information Policy 5210.

Fish and wildlife species are protected through specific legislation. Regulations most applicable to users of WDFW information include RCW 77.16.120 (taking of protected fish and wildlife), WAC 232-12-292 (Bald Eagle protection rules), WAC 232-12-064 (live fish and wildlife) and RCW 42.17.310 (exempting of sensitive fish and wildlife information from public inspection and copying).

I have read and understand the information above and certify that this form is filled out accurately and completely to the best of my knowledge. I understand that I will receive an invoice itemizing the costs for this request and instructions for submitting payment.

REQUESTER'S SIGNATURE X _____

Project Name/Number: _____

Project Description/Use of Requested Information: _____



FISH AND WILDLIFE ORDER FORM

HABITATS AND SPECIES INFORMATION

Project Location of Request - [For your project please specify the area by section, township, and range and include a project vicinity map]: List here or attach listing. Alternatively you may e-mail a copy of this order form, project vicinity map and if available a GIS layer of your project site to us at phsproducts@dfw.wa.gov.

Special Requests: _____

STANDARD PRODUCTS

Indicate desired products by checking appropriate blank box:

(For descriptions of standard products and prices see the *Ordering Habitats and Species Information* sheet which accompanies this form or visit our web site at wdfw.wa.gov/hab/release.htm.)

MAP PRODUCTS

1.	Detailed 1:24,000 Scale Habitats and Species Map (Detailed information on known locations of important fish, wildlife and habitats; a report accompanies this map.)	
2.	Bald Eagle Buffer Map (Shows nest and roost sites with buffer zones for determining a habitat protection agreement between WDFW and a landowner.)	
3.	Marine Resource Map (Generalized information of forage fish surveys, marine fish and shellfish.)	

DIGITAL DATA PRODUCTS

4.	Priority Habitats and Species Polygon, Wildlife Survey Data Management Point/Polygon (includes Marbled Murrelet points), Spotted Owl Point, and Bald Eagle Buffer Management Zone Databases (Information in these databases are updated regularly.)	X
5.	Washington Lakes and Rivers Information System (WLRIS) Fish Distribution Database (Selected fish species information are updated on a regular basis.)	X
6.	Forage Fish Survey, Marine and Shellfish Resources, Seabird Colonies and Seal/Sea Lion Haulout Databases (Forage Fish Survey information is updated 1-2 times a year, information from the other databases are rarely updated.)	X

Standard Map Options (check relevant options)

Provide map(s) on paper Include documentation for map(s) Yes No

Standard Digital Data Options

Digital data is for use with Geographic Information Software (GIS); it is not an image of a map.

Available Formats: (please check one)

All digital data formats provided in State Plane South NAD 1983 (1991 adjustment) on Compact Disk (CD).

ArcGIS 9.2 Personal Geodatabase Geographic Markup Language (GML) ESRI Shape File



Sensitive Fish and Wildlife Information Release Agreement

Organization Name: Benton County
James Beaver - Chairman - Board of County Commissioners

Authorized Representative: Michael Shuttleworth Phone Number 509-786-5612 Pln. Dept.
Planning Manager 509-786-5600 BOCC

Technical Contact(s): _____

Mailing Address: P. O Box 910 Prosser, WA 99350

Description of information that you are requesting: _____

DIGITAL DATA PRODUCTS:

- _____ (1) Priority Habitats and Species Polygon, Wildlife Survey Data Management Point/Polygon (includes Marbled Murrelet points), Spotted Owl Point, and Bald Eagle Buffer Management Zone
- _____ Databases (information in these databases are updated regularly). (2) Washington Lakes and Rivers Information System (WLRIS) Fish Distribution Database (Selected fish species information are updated on a regular basis). (3) Forage Fish Survey, Marine and Shellfish Resources, Seabird Colonies and Seal/Sea Lion Haulout Databases (Forage Fish Survey information is updated 1-2 times a year, information from the other databases are rarely updated.)

I, The Authorized Representative of the said organization, agree to the terms and conditions on the reverse side. I am one of the following parties that are eligible to receive Sensitive Fish and Wildlife Information: Government agency; Tribe; Researcher affiliated with an accredited college or university; Private landowner (receiving information for my lands); Agent of the above parties (e.g., consultants, realtors, etc).

Authorized Representative

Title Chairman - Board of County Commissioners

Name James Beaver

Signature _____

Date _____

Washington Department of Fish and Wildlife

Title _____

Name _____

Signature _____

Date _____

Approved as to form: Ryan K Brown Ryan Brown Chief Deputy Prosecuting Attorney

Please return the signed Sensitive Fish and Wildlife Information Release Agreement form to Washington Department of Fish and Wildlife, Priority Habitats and Species, 600 Capitol Way North, Olympia WA 98501-1091. For questions about the form or to address special needs for information distribution not covered in the agreement call (360) 902-2543.



Sensitive Fish and Wildlife Information Release Agreement

Informed land use decisions often require information about specific fish, wildlife, and habitat locations. The Washington Department of Fish and Wildlife (WDFW) can provide you with such information while meeting our responsibility to protect fish and wildlife from inadvertent or malicious harm. The signing of this agreement indicates that the signatory (person or organization) recognizes the appropriate guidelines for disseminating Sensitive Fish and Wildlife Information and has agreed to the provisions in the WDFW Releasing Sensitive Fish and Wildlife Information Policy - 5210.

Fish and wildlife information is deemed sensitive by the WDFW Director when the viability of a fish or wildlife population may be compromised by displaying the locations of a species or its habitat and at least one of the following apply: (A) The species has a known commercial or black-market value; (B) The species behavior or ecology renders it especially vulnerable and has a history of malicious take; (C) There is a known demand to visit, take, or disturb the species or habitat; or (D) The species has an extremely limited distribution and concentration. See WDFW Policy - 5210 for a list of the species and habitats considered sensitive. Careful and reasonable use and distribution of sensitive information will meet your needs while protecting our state's most vulnerable fish and wildlife resources.

General Requirements

1. The locations of species may change over time. WDFW updates fish and wildlife information as additional data become available. WDFW does not recommend using maps or digital data more than six months old; please obtain updates rather than use outdated information.
2. Washington State law (RCW 42.56.430) exempts Sensitive Fish and Wildlife Information from public inspection and copying.

Redistributing or Displaying Sensitive Fish and Wildlife Information

1. Parties holding Sensitive Fish and Wildlife Information, obtained from WDFW, may release it for areas less than thirty-six square miles (one Township) only to the following parties when such a release accompanies an agreement to abide by the provisions of WDFW Policy - 5210. All materials provided must be marked confidential.
 - Government agencies; Tribes; Researchers affiliated with an accredited college or university; Private landowners (or other parties with permission from the landowner) for their own lands; or Agents of the above parties (e.g., consultants, realtors, etc.).
2. Parties holding Sensitive Fish and Wildlife Information shall not disclose or release it for areas greater than thirty-six square miles (one Township). Refer requesters to WDFW for these information requests.
3. Individuals and organizations may release Sensitive Fish and Wildlife Information during certain governmental activities. The following activities constitute circumstances appropriate for the release of maps or other items that display Sensitive Fish and Wildlife Information. Any Sensitive Fish and Wildlife Information released in these circumstances shall abide by the other provisions in WDFW Policy - 5210. All material provided must be marked confidential.
 - Working with citizen advisory committees.
 - In public meetings and hearings, Sensitive Fish and Wildlife Information can only be displayed at map scales equal to or smaller than 1:100,000. Maps or other media that display Sensitive Fish and Wildlife Information may not be reproduced or distributed.
 - Very small scale maps (1:250,000 or smaller) that display Sensitive Fish and Wildlife Information may be reproduced and distributed to the public.
4. Providing sensitive information to the public (persons not included in the above):
 - Inquires from the public about the existence of sensitive species on a specific site should be answered with a direct "yes" or "no" without referring to the species' name. However, some situations may necessitate providing site-specific locations of sensitive species. Please consult with WDFW when you wish to balance the public's need to know against our shared responsibility to protect fish and wildlife.

Term of Agreement

To the fullest extent permitted by law, signatory shall indemnify, defend and hold harmless WDFW, its officials, agents and employees, from and against all claims arising out of the unauthorized disclosure or dissemination, by the signatory, of Sensitive Fish and Wildlife Information being provided under this agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible or real property, sensitive habitat, including loss of use resulting there from. Signatory's obligation to indemnify, defend, and hold harmless includes any claim by signatory's agents, employees. Signatory expressly agrees to indemnify, defend, and hold harmless WDFW for any claim arising out of or incident to the unauthorized disclosure or dissemination, by signatory, of Sensitive Fish and Wildlife Information being provided under this agreement.

Please return the signed Sensitive Fish and Wildlife Information Release Agreement form to Washington Department of Fish and Wildlife, Priority Habitats and Species, 600 Capitol Way North, Olympia WA 98501-1091. For questions about the form or to address special needs for information distribution not covered in the agreement call (360) 902-2543.

RESOLUTION

n

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF SUNHEAVEN FARMS FOR A FRANCHISE TO CONTINUE AN IRRIGATION WATER SYSTEM AND FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Sunheaven Farms, has applied to continue a franchise to place an irrigation water system and facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, August 2, 2010 at 9:25 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 12th day of July 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:lss

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF MACKAY & MACDONALD / LEWIS & CLARK RANCH FOR A FRANCHISE TO CONTINUE AN IRRIGATION AND DRAINAGE SYSTEM AND FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, MacKay & MacDonald / Lewis & Clark Ranch, has applied to continue a franchise to place irrigation and drainage system and facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, July 26, 2010 at 10:25 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 12th day of July 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:lss

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

P

RESOLUTION

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

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND
ABANDONMENT OF UNIMPROVED ROAD RIGHT OF WAY OF HUNTS PLAT, CE
1929 VAC, IN SECTION 31, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.

WHEREAS, Resolution No. 10-110 dated February 22, 2010 scheduled a public hearing for March 22, 2010 to consider the request of Thomas Heath and others to vacate and abandon portions of unimproved right of way as shown on the Corrected Plat of Hunts Plat lying in Section 31 Township 10 North, Range 28 East, W.M. described as follows:

A strip of unimproved right of way adjacent Lots 1, 2, 27, 28, 29, 30, 31, 34, 35, 36 and 37; and

WHEREAS, the right of ways were granted to Benton County in the Plat of Hunt's Plat; recorded in Volume 3, Page 73 of Plats; Auditor Fee #218419; on June 1, 1948, records of Benton County, Washington; but due to incorrect acreages being shown on the original plat, Superior Court ordered a new plat prepared; and The Corrected Plat of Hunt's Plat was prepared and filed under Case Number 11496 on February 25, 1954; and

WHEREAS, the public hearing was held March 22, 2010; continued to April 19, 2010; continued to May 17, 2010; and continued to June 28, 2010, to allow the petitioner time to provide access and sewer line easement descriptions; and

WHEREAS, there was testimony provided by Thomas Heath and Chuck Sheeley; and

WHEREAS, Public Works reported to the Benton County Commissioners that all the

necessary documentation had been received in the form of two access easements, and an approved legal description for the existing City of Richland sewer main as required; and

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

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is an unimproved and unmaintained right of way;
3. The right of way is not the sole legal access to any separate parcel; and that new access easements shall be recorded immediately following the recording of the vacation resolution;
4. The vacation be subject to a sewer line easement being retained;
5. The public will be benefited by the vacation and abandonment of the subject right of way and it does not appear to be in the public interest to preserve the subject right of way for the County Road System of the future; NOW, THEREFORE

BE IT RESOLVED that the following described unimproved right of way shall be vacated and abandoned as shown on the Corrected Plat of Hunts Plat lying in Section 31 Township 10 North, Range 28 East, W.M. described as follows:

A strip of unimproved right of way adjacent Lots 1, 2, 27, 28, 29, 30, 31, 34, 35, 36 and 37; and

BE IT FURTHER RESOLVED that the following described sewer line easement be retained:

A strip of land located in the Southeast Quarter of Section 31, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington, being 20 feet in width with 10 feet on each side of the following described centerline:

Beginning at the Southeast corner of said Section 31, a found brass cap set flush in a concrete sidewalk; thence North $00^{\circ}14'32''$ West along the East line thereof for a distance of 1,789.30 feet; thence leaving said East line South $89^{\circ}45'28''$ West for a distance of 1,191.90 feet to a found 1/2 inch rebar located at the Northeast corner of lot 37 of the Corrected Plat Of Hunt's Plat, according to the plat thereof, recorded in the office of the County Clerk in Benton County, Superior Court Case No. 11495, records of Benton County, Washington; thence South $62^{\circ}44'57''$ West along the North line of said Lot 37 for a distance of 11.59 feet to The True Point Of Beginning;

Thence leaving said North line North 44°58'53" West for a distance of 11.04 feet; thence South 63°56'20" West for a distance of 139.04 feet; thence North 86°19'50" West for a distance of 10.00 feet to the terminus of described line. The side-lines of said easement shall be shortened or lengthened to begin on the North line of said Lot 37 and terminate perpendicular to said terminus.

Except any portion lying outside the right of way of Elm Street extended as shown granted to Benton County in the Plat of Hunt's Plat; recorded in Volume 3, Page 73 of Plats; Auditor Fee #218419; on June 1, 1948, records of Benton County, Washington. Due to incorrect acreages being shown on the original plat, Superior Court ordered a new plat prepared. The Corrected Plat of Hunt's Plat was prepared and filed under Case Number 11496 on February 25, 1954, which is filed with Volume 3 Page 73 of Plats.

Dated this 12th day of July, 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:LSS

g.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PAVEMENT MARKING 2010 - CE 1935 SMP

WHEREAS, it is the intention of the Board of County Commissioners to upgrade various County roads by the application of pavement markings; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for Pavement Marking 2010 - CE 1935 SMP.

Dated this 12th day of July 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

MJB:NWC:slc

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EXTENSION OF CONTRACT FOR CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL

WHEREAS, by resolution 09-433 dated June 29, 2009, the Contract for the Purchase of Card Lock Service for Gasoline and Diesel Fuel with Wondrack Distributing, Inc., Kennewick, Washington, was executed; and

WHEREAS, Appendix A of said contract allows for renewal of the contract for one-year periods; NOW, THEREFORE,

BE IT RESOLVED that the Contract for Card Lock Service for Gasoline and Diesel Fuel with Wondrack Distributing, Inc., be renewed for a one-year period, from July 1, 2010 through June 30, 2011; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign a letter of agreement to renew said contract.

Dated this 12th day of July, 2010

Chairman of the Board.

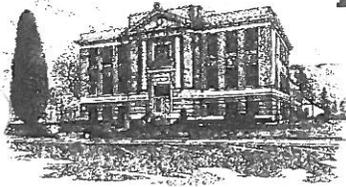
Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc



**Board of County Commissioners
BENTON COUNTY**

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

July 12, 2010

Chuck Vannoy, Fuel Manager
WONDRACK DISTRIBUTING INC.
P O Box 2775
Kennewick, WA 99336

RE: Card Lock Service
Gasoline and Diesel Fuel

This letter is written to renew the contract with Wondrack Distributing, Inc., for Card Lock Service for Gasoline and Diesel Fuel.

Pursuant to Item 10 of Appendix A to the contract for card lock service for gasoline and diesel fuel, Benton County agrees that the contract be renewed for an additional one-year term, effective July 1, 2010 through June 30, 2011.

By signing below, Wondrack Distributing, Inc., agrees to the renewal of the agreement for one year. If this is acceptable to you, please sign and return this letter within one week.

Thank you for your consideration in this matter.

James R. Beaver, Chairman
Board of County Commissioners

FOR WONDRACK DISTRIBUTING, INC.,

Signature

Date

RESOLUTION

5

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON :

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE:

Change speed limit on Route 4 South – Hanford Site.

WHEREAS, The Board of County Commissioners of Benton County, Washington in the exercise of a governmental function for and on behalf of said Benton County in the protection of life, health, safety, welfare and convenience of the inhabitants of said County, is desirous of making certain restrictions on the traffic using the County Roads designated below; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads designated below shall be as follows:

**That it shall be unlawful for the operator of any vehicle to exceed 60 MPH between the WYE Barricade (milepost 12.1) and Horn Rapids Road (milepost 22.9).
Approx. 10.8 miles.**

This resolution shall be effective July 12, 2010.

Dated this 12th day of July, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest : _____
Clerk of the Board

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

SWB:NWC:nwc

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	July 12, 2010	Execute Contract :	Consent Agenda : <input checked="" type="checkbox"/>
Subject :	Route 4 South Speed Limit	Pass Resolution :	Public Hearing : <input type="checkbox"/>
Prepared by :	NWC	Pass Ordinance :	1st Discussion : <input type="checkbox"/>
Reviewed by :	SWB	Pass Motion :	2 nd Discussion : <input type="checkbox"/>
		Other :	Other : <input type="checkbox"/>

BACKGROUND INFORMATION

The Mission Support Alliance, LLC (MSA) provides site infrastructure and utilities services for the US Dept. of Energy's Hanford Site. Based on the defensible technical basis provided in HNF-45922, Hanford Site Vehicle Traffic Safety Assessment, the MSA respectfully requests that the legal speed limit for Highway Route 4 South be increased from 55 MPH to 60 MPH between the WYE Barricade (milepost 12.1) Horn Rapids Road (milepost 22.9).

SUMMARY

RCW 46.61.415 (1) (b) permits counties "local authority" (the BOCC) to alter speed limits. MSA commissioned a comprehensive evaluation of vehicle traffic safety on the Hanford Site by an independent external transportation-consulting firm, Transportation Solutions, Inc. The resultant report (HNF-45922) provides sound data with technically defensible recommendations for improving vehicle safety on the Hanford site. The recommendation for this speed limit change is included in the report.

RECOMMENDATION

For Highway Route 4 South increase the speed limit from 55 MPH to 60 MPH between the WYE Barricade (milepost 12.1) and Horn Rapids Road (milepost 22.9).

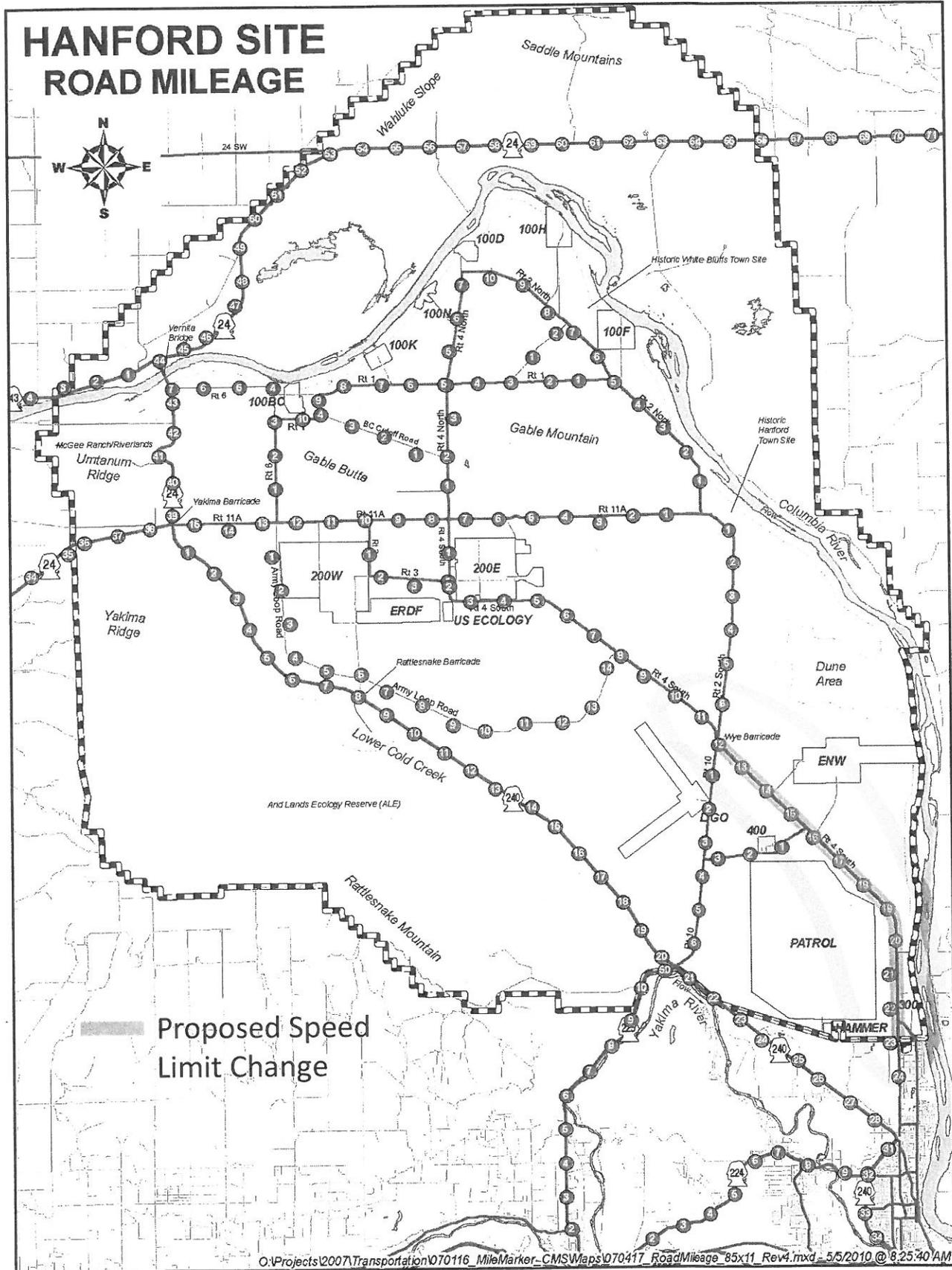
FISCAL IMPACT

None now.

MOTION

N/A

HANFORD SITE ROAD MILEAGE



RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY BEING LOCATED IN SECTION 22, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., NOW KNOWN AS DUNHAM ROAD;

WHEREAS, a request to vacate and abandon portions of unimproved right of way of Dunham Road as recorded on the Plat of Ed's Acres as recorded on April 20, 1956 under Auditor Fee Number 361195 on Volume 5, Page 61, and is described as follows:

The 60 feet right of way between Lots 4 and 5, Block Three, lying North of E 59th Avenue right of way, and South of the North 30 feet right of way; and

NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing be held at 9:20 a.m., Monday, August 2, 2010 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed vacation.

Dated this 12th day of July, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:lss

u

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING TOILET PAPER PURCHASE FROM CROWN PAPER AND JANITORIAL INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND 0000-101, SHERIFF CUSTODY DEPARTMENT 120

WHEREAS, per resolution 09-812 authorizes the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the County secures written quotes from three different vendors on the vendor list; and

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

- Columbia Basin Paper & Supply, Pasco, WA (\$24,936.08 including sales tax and shipping)
- Crown Paper & Janitorial Supplies Inc., Walla Walla, WA (\$24,286.28 including sales tax and shipping)
- Office Depot, Kennewick, WA (\$41,992.50 excluding tax)

WHEREAS, Crown Paper & Janitorial Supplies Inc. had the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing toilet paper from Crown Paper & Janitorial Supplies Inc.; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes toilet paper purchase from Crown Paper & Janitorial Inc. in the amount of \$24,286.28 including sales tax and shipping with the total amount payable not to exceed \$24,600.00.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 12 Jul 2010 Subject: Rivershore Master Plan Memo Date: 06 Jul 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

Staff originally brought this item to the Board as a workshop discussion on June 28th. Direction was given to move forward with preparation of the documents.

Attached, please find:

- Resolution
- Memorandum of Agreement
- RMP Request for Statement of Qualifications (*Exhibit "A"*)

Everything below is repeated from my earlier agenda item memo from June 28th.

BACKGROUND

The Tri-Cities Rivershore Enhancement Council (TREC) has decided to move ahead with a new rivershore master plan for the Tri-Cities metro area. For Commissioner consideration is whether to participate in the project. Total budget for the project is \$50,000. Benton County's share would be \$3,500 (7%).

In 1997, the "Tri-Cities Rivershore Enhancement Master Plan" was commissioned and completed by the community. The Tri-Cities Visitor and Convention Bureau (VCB) oversaw the contract, and the informal Tri-Cities Rivershore Enhancement Council was formed with membership from all of the parties to oversee the Plan's implementation. Adam has represented the County on the TREC since 2003.

The original Plan was intended to have a 10-year horizon. In 2008, the VCB contracted with The Waterfront Center to do a follow-up study to assess progress toward completing the goals and to look at new options and opportunities for riverfront usage and development in the Tri-Cities area. One of the recommendations of that study was to complete a new 10-20-year rivershore master plan. That is the option before the partners now.

A draft request for qualifications is attached hereto. It contains the abridged work scope for the project.

The contract would be managed by the VCB through a partnership outlined in the draft memorandum of agreement attached hereto.

BUDGET

The total budget is not to exceed \$50,000. The contribution ratios from each of the parties is as follows:

- Cities: 3 at \$7,000 each = \$21,000
 - Ports: 3 at \$3,500 each = 10,500
 - Counties: 2 at \$3,500 each = \$7,000
 - TCVCB: \$11,500
- Outlined in Exhibit "B"*

It is anticipated that since the first two tasks listed in the work scope are actually already completed, the cost of the work may be significantly lower. Each parties' contribution will be prorated to reflect the actual cost of the project.

FISCAL IMPACT

\$3,500. If the County participates, staff suggests paying from the Sustainable Development Fund.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A COMPREHENSIVE UPDATE OF THE TRI-CITIES REGIONAL RIVERSHORE ENHANCEMENT MASTER PLAN

WHEREAS, an original, "Tri-Cities Regional Rivershore Enhancement Master Plan" was completed by a partnership of counties, cities, ports, and the Tri-Cities Visitor and Convention Bureau in 1997 to provide a ten-year vision and schedule of projects across the community to enhance business, access, and recreation opportunities along the Columbia River shoreline; and,

WHEREAS, Benton County has joined the partners in the desire to renew the commitment to visioning and planning for projects along the Columbia River shoreline for the next decade; and,

WHEREAS, the partners have decided to hire professional consultation to assist with updating the original Plan, and Benton County will participate financially in that endeavor in an amount up-to but not to exceed \$3500.00; **NOW THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners approves Benton County's participation in the comprehensive update of the Tri-Cities Regional Rivershore Enhancement Master Plan, and authorizes the Chairman to sign the Memorandum of Agreement outlining the County's participation in the project.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Auditor, Prosecutor (Ozuna), TRIDEC

Prepared by: A.J. Fyall

MEMORANDUM OF AGREEMENT

By and between the

Tri-Cities Visitor and Convention Bureau and the “Participating Jurisdictions.”

Participating Jurisdictions are: cities of Kennewick, Pasco and Richland; ports of Benton, Kennewick and Pasco; and counties of Benton and Franklin.

Once signed by all parties listed above, this document will serve as a Memorandum of Agreement outlining the cooperative effort by the parties in order to commission a comprehensive update of the Tri-Cities Rivershore Master Plan.

The Parties hereby agree to jointly pay for the consultant work necessary to update the Tri-Cities Rivershore Master Plan and further agree the Tri-Cities Visitor and Convention Bureau (VCB) will act as agent for the Parties collectively by performing all duties pertinent to contracting with a consultant approved by the parties, acting through the Tri-Cities Rivershore Enhancement Council (TREC). The scope of work for the consultant contract shall substantially reflect the scope of work included in Exhibit A attached hereto. In selecting the preferred consultant and carrying out its duties under the agreement, the VCB shall be guided by the collective advice of the participating jurisdictions, as promulgated by TREC.

Payment of consultant work shall not occur without prior approval by TREC. VCB shall invoice participating jurisdictions in accordance with the funding allocation as outlined in Exhibit B, and shall not include charges other than the consultant contract work unless specifically authorized by the participating jurisdictions. Participating jurisdictions shall remit payment to VCB within 30 days of receipt of VCB invoice.

**Tri-Cities Rivershore Enhancement Council
Tri-Cities, Washington
Request for Statement of Qualifications
Rivershore Master Plan**

Introduction:

The Tri-Cities Visitor and Convention Bureau (TCVCB), acting as the coordinating body of the Tri-Cities Rivershore Enhancement Council (TREC) commissioned *The Waterfront Center* to complete a follow-up study of the region's river shore areas. The 2008 study was the second study the Center conducted to assist TREC and the community in developing priorities for river shore enhancement. The first study was conducted in 1997 and has served as a road map for TREC in pursuing local objectives for economic development, tourism and enhanced quality of life. The second study summarized the successes achieved by the region in meeting the goals established in the initial study and made further recommendations for building on those successes.

The Waterfront Center and TREC prioritized the recommendations and identified a series of short term projects that could be completed in one to two years. Included in the recommendations is the preparation of a Master Development Plan that would guide the region and the individual jurisdictions that make up the Tri-Cities Rivershore Enhancement Council in our continued efforts to produce a cohesive/integrated riverfront for citizens and visitors to the region. Copies of both *Waterfront Center* studies will be included as background information for consultants responding to a Request for Statement of Qualifications.

Scope of Services:

General: The jurisdictions will work together to develop a master plan to enhance the river shores along the Columbia River from the northern point at Horn Rapids road to Sacagawea State Park to the south. The master plan will serve as a resource for the decision making entities of each individual jurisdiction. When completed the master plan will contain at least the following components:

- a. Aesthetics
- b. Access
- c. Activities.

The master plan process will include utilization of a citizen advisory team (TREC to identify members) through a multi-step planning process that will include the following elements:

- A public involvement (outreach?) program that encourages the participation of interested parties and the community at large as well as the Cities boards and commissions.
- A visioning process that will establish major plan objectives, goals and policies for the preparation of the final master plan.

- An analysis of alternatives that reflect the approved vision and plan objectives identified through the visioning process; *The Waterfront Center* study recommendations; and that are in compliance with the provisions contained in the respective jurisdictions lease of the property from the US Army Corps of Engineers.

Task 1. Complete a records inventory of each jurisdiction’s Rivershore related planning documents.

Each jurisdiction has a whole host of planning documents including multi-jurisdictional documents that have been used to guide their respective rivershore development projects. The objective is to review some of these past planning efforts, and to identify prior goals, input and data from the various sources and incorporate them into a single planning document. At a minimum an inventory or library of those documents should be compiled in the Master Plan document. The River Shore Inventory Study completed by TREC includes copies of available planning documents from the jurisdictions and is included as background information for consultants responding to a Request for Statement of Qualifications.

Task 2. Review the Physical Inventory of Existing River Shore Amenities and Assess Future Opportunities

Each jurisdiction has conducted a physical survey by land and river to map and assess the existing shoreline resources and possible sites for future enhancements (See River Shore Inventory Study). The purpose of this effort is to develop a documented understanding of the existing site conditions. This inventory will allow TREC to identify capacity and adequacy issues to provide a basis for future expansion or even redevelopment planning efforts. The inventory includes but is not limited to:

- a. Docks
- b. Boat Launches
- c. Fishing Spots
- d. Rental Shops
- e. Leisure activities
- f. Retail
- g. Upland access and parking
- h. Site Furniture
- i. Historic and Cultural sites
- j. Beaches
- k. Restrooms
- l. Birding/Wildlife and Natural Areas
- m. Art
- n. Kayak Trail – along wetlands areas across from Sacajawea on Snake

Task 3. Develop a List of Possible Trail Enhancements

Identify a variety of improvements for the trail, to enhance the experience of trail users, including, but not limited to:

- a. Vendors
- b. Lighting
- c. Kiosks
- d. Informational Plaques
- e. Pompy's Trail
- f. Opportunities for water taxis and other water oriented activities

Task 4. Identify Opportunities to Extend and Link Existing Trails

Enhance the utility and accessibility of the Sacagawea Heritage Trail by identifying linkages to the trail.

- a. Upland Linkages
- b. Linkages to downtown areas
- c. Ridges to Rivers linkages (identified in studies by others)
- d. Linkages to existing/future/potential trail systems on the Columbia, Yakima and Snake Rivers

Task 5. Create Standards for Visual Access Policies for Future Projects

Collectively create standards tailored to the Tri-Cities to assure appropriate visual and physical access of the river and its shoreline including but not limited to:

- a. Work to amend state regulated standards
- b. Create common standards mutually agreeable to the jurisdictions
- c. Make recommendations for trail enhancements

Process:

Responses to the Request for Statement of Qualifications will be rated by the TREC oversight committee according to the criteria listed below under desired qualifications. The most qualified respondents will be invited to compete in the second step of the selection process which involves submitting a structured proposal to develop the master plan/EIS. The oversight committee will constitute members from the Tri-Cities Rivershore Enhancement Council and various stakeholders.

Desired Qualifications (in random order):

- Ability to work with active and involved citizens, boards, commissions, council and volunteer organizations.
- Expertise in visioning or similar public involvement programs and consensus building among diverse interest groups.
- Experience in waterfront/trail master planning.
- Knowledge and experience in the preparation of master plans, including urban design, transportation, infrastructure and capital facilities elements.

- Knowledge and experience in preparing plan implementation strategies including permitting/regulatory requirements and standards, design guidelines and phasing of proposed improvements/capital facilities.
- Expertise in market analysis and funding mechanisms to propose appropriate uses and strategies.
- Proven track record of customer service and responsiveness to clients in a high contact setting.

Submittal Requirements:

- Letter of Interest
- Qualifications
- Experience
- 5 Business References

The company awarded the bid will address the following items as part of the selection process:

Site Visits: A fact finding and assessment conducted to include interviews with stakeholders and community leaders. They also are to conduct interviews with local historians, environmentalists, business leaders, and cultural interests identified by TREC. The River Shore Inventory Study should be consulted as part of the process.

Community Outreach: The successful bidder will conduct community open forums to gather consensus about the basic direction for river front planning.

Illustrated Presentation: A 30-45 minute presentation, tailored to the Tri-Cities region, intended to be rolled out in a community meeting to create local support and enthusiasm for future river shore projects.

On Site Report: A verbal report presented to the Tri-Cities Rivershore Enhancement Council Strategic Committee outlining the findings of site visit, information session, and community survey.

Written Report: The contractor will deliver a comprehensive written report outlining the findings after careful review of the assets and priorities of the community, and based on review of the River Shore Inventory Assessment conducted in the fall of 2009. The final plan when completed should contain photos, graphics, examples and recommendations for specific locations for items identified in the Waterfront Center Study and should avoid duplication of resources and efforts put forth by the participating jurisdictions. The final Master Plan should complement the natural features of each community and provide a balance of commercial, historical and ecological interests.

The Tri-Cities Visitor & Convention Bureau will act as the host agency for this project. As the primary contact, the Bureau will negotiate the terms of the contract, organize the schedule of work, provide the consultant with all requested community research, (with assistance from the local jurisdictions) and organize the community input session.

Written submittals are due by X:XX pm PDT, XXX XX, 2010 sent attention to:

Kim Shugart
Vice President of Operations
Tri-Cities Visitor and Convention Bureau
P.O. Box 2241 | Tri-Cities, WA 99302
7130 W. Grandridge Blvd., Suite B | Kennewick, WA 99337
509.735.8486, ext. 232 | 800.254.5924
Kim@VisitTri-Cities.com | www.VisitTri-Cities.com

Nine copies of the Respondent's submittal packet are required.

The submittal of the RFQ is interpreted by TREC as permission by the Respondent for the TREC to verify all information contained therein. Additional information may be requested from the Respondent either verbally or in writing. Failure to comply with such request will automatically disqualify the Respondent from further consideration.

The selected Respondent will be required to certify compliance with applicable local, federal and state requirements.

Nothing contained in this Request for Qualification shall create any contractual relationship with the City of Kennewick. Respondents are solely responsible for any costs incurred in the development and submission of the RFQ or any other presentation, in response to this RFQ.

Exhibit B

Each of the River Shore Master Plan participating jurisdictions has agreed to provide financial support as listed below:

City of Kennewick: \$7,000
City of Pasco: \$7,000
City of Richland: \$7,000
Port of Benton: \$3,500
Port of Kennewick: \$3,500
Port of Pasco: \$3,500
Tri-Cities Visitor and Convention Bureau: \$11,500
Benton County: \$3,500
Franklin County: \$3,500

TOTAL: \$50,000

In the event that the actual cost of the finished work falls below the projected total, each jurisdiction's payment will be calculated based on a pro-rated share of the revised total.

Under no circumstances will the project exceed the projected total unless as unanimously agreed in advance by the jurisdictions listed above.

W

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 12 Jul 2010 Subject: HAB Memo Date: 28 Jun 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Kenneth Gasper, our Alternate Representative to the Hanford Advisory Board for the past several years, has resigned from the Board and will be relocating to the West Side. Attached is his letter of resignation, and a letter staff has drafted for Commissioner consideration thanking him for his service on the Board.

###

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 736-3611
Tri-Cities 736-3004
Ext 5004
Fax 736-3627

9:05

July 7, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise
Eaton Park Improvement Club

Commissioners:

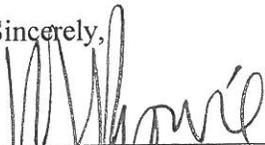
Eaton Park Improvement Club has filed a petition to continue a nonexclusive franchise for domestic water lines system and facilities within all of unincorporated Benton County road right of way.

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

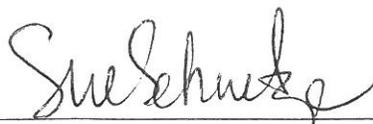
1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie
County Engineer



Sue Schuetze
Engineer II

9:10

EXHIBIT LIST FOR ORDINANCE AMENDMENTS TO BCC TITLE 9.08

Planning Commission Application Exhibit List

		DATED
PCR 1 Includes:	PCR 1.2 Draft Ordinance for BCC 9.08	
	PCR 1.4 Environmental Checklist	April 20, 2010

Planning Commission Staff Memo Exhibit List

PCM 1 Includes:	PCM 1.1 Staff Memo	April 30, 2010
	PCM 1.2 Determination of Non Significance issued	April 1, 2010
	PCM 1.3 Comments from Benton Co. Public Works	April 29, 2010
	PCM 1.4 Comments from Benton Co. Fire Marshal	April 22, 2010
PCH1	PCH 1.1 Letter from Permit Surveying	April 30, 2010

Board of County Commissioners Exhibit List

CCR 1	CCR 1.1 Planning Commission Findings of Fact	May 28, 2010
CCM1	CCM 1.1 Board of County Commissioners Agenda Sheet	July 6, 2010
CCH1 Includes:	CCH 1.1	
	CCH 1.2	
	CCH 1.3	
	CCH 1.4	
	CCH 1.5	

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

- PCR = Planning Commission Record Exhibits**
- PCM = Planning Commission Memo Exhibits**
- PCH = Exhibits submitted during Hearing**

- CCR = County Commissioner Record Exhibits**
- CCM = County Commissioner Memo Exhibits**

AGENDA ITEM MTG. DATE: July 12, 2010 SUBJECT: Ordinance amending BCC Chapter 9.08 MEMO DATE: July 6, 2010 PREPARED BY: Michael Shuttlesworth	TYPE OF ACTION		Consent Agenda
	NEEDED		Public Hearing
	Execute Contract		1st Discussion
	Pass Resolution	X	2nd Discussion
	Pass Ordinance	X	Public Meeting X
	Pass Motion	X	

BACKGROUND INFORMATION

On May 11, 2010 the Benton County Planning Commission conducted a public hearing on a ordinance amendment to BCC Chapter 9.08 relating to short plat subdivisions and adding nine new sections to said Chapter. The ordinance has been reviewed under the State Environmental Policy Act and a Determination of Non-Significance was issued on April 20, 2010. After reviewing the information presented at the public hearing the Planning Commission recommended approval of the ordinance to the Board of County Commissioners. The Board of County Commissioners will consider the Planning Commission's recommendation at a public meeting on Monday July 12, 2010, at 9:25 a.m.

SUMMARY

The Benton County Planning Commission conducted a public hearing for the proposed ordinance and recommended approval of the proposed ordinance. This action is to review the record prepared by the Planning Commission and discuss the attached draft ordinance. Attached is the Planning Commission record that includes the proposed ordinance reviewed by the Planning Commission. After review of the information, the Board can adopt the ordinance as recommended, adopt it with changes or reject the proposed ordinance.

RECOMMENDATION

The Planning Commission and Planning Department recommends adoption of the attached ordinance title, which will amend Benton County Code Title 9.08. If the Board, after reviewing the information, wants to change or reject the proposed ordinance, the Board will need to conduct a public hearing on the ordinance amendment.

FISCAL IMPACT - None

MOTION

If the Board agrees with the Planning Commission's recommendation, the Board needs to make a motion adopting the Planning Commission's Recommendation, Findings and Conclusions as their own and approve the ordinance amending BCC Section Chapter 9.08. If however, the Board disagrees with the Planning Commission's Recommendation, Findings and Conclusions then the Board will have to conduct its own public hearing and adopt its own findings of fact.

9:25

EXHIBIT LIST FOR ORDINANCE AMENDMENTS TO BCC TITLE 9.04

Planning Commission Application Exhibit List

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

Planning Commission Staff Memo Exhibit List

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

Board of County Commissioners Exhibit List

CCR 1	CCR 1.1 Planning Commission Findings of Fact	June 14, 2010
Includes:	CCR 1.2 Proposed Ordinance with Planning Commission changes	June 15, 2010
CCM1	CCM 1.1 Board of County Commissioners Agenda Sheet	July 6, 2010
CCH1	CCH 1.1	
Includes:	CCH 1.2	
	CCH 1.3	
	CCH 1.4	
	CCH 1.5	

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

- PCR = Planning Commission Record Exhibits**
- PCM = Planning Commission Memo Exhibits**
- PCH = Exhibits submitted during Hearing**

- CCR = County Commissioner Record Exhibits**
- CCM = County Commissioner Memo Exhibits**

<p>AGENDA ITEM MTG. DATE: July 12, 2010 SUBJECT: Ordinance amending Title 9.04 MEMO DATE: July 6, 2010 PREPARED BY: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION</u> <u>NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance X Pass Motion X</p>	<p>Consent Agenda Public Hearing 1st Discussion 2nd Discussion Public Meeting X</p>
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BACKGROUND INFORMATION

On May 11, 2010 and June 8, 2010, the Benton County Planning Commission conducted a public hearing for the proposed ordinance to amend Chapter 9.04 of the Benton County Code. The amendment is to update the code and make changes consistent with procedures currently being implemented. After reviewing the information presented at the public hearing the Planning Commission recommended approval of the proposed ordinance with changes. These changes are pertaining to the use of access easements to serve short plats. Attached is the original version of the amendment presented to the Planning Commission and the version with the changes proposed by the Planning Commission. The original draft ordinance requires that if a private access easement would serve more than 8 lots, said easement must be upgraded and built as a dedicated County Road. The Planning Commission after review recommended that provision be removed from the proposed ordinance and that all short platted lots could be served by a 40-foot access easement. Upon review by the Prosecuting Attorney's office and Planning Staff some other changes to the ordinance were required to implement the change proposed by the Planning Commission.

The Board of County Commissioners will consider the proposed ordinance at a public meeting on Monday July 12, 2010, at 9:10 a.m.

SUMMARY

The Benton County Planning Commission conducted a public hearing for the proposed ordinance and recommended approval of the proposed ordinance. This action is to review the record prepared by the Planning Commission and discuss the attached draft ordinance. After review of the information, the Board can adopt the ordinance as recommended, adopt with changes or reject the proposed ordinance.

RECOMMENDATION

The Planning Commission recommends adoption of the attached ordinance **Exhibit No. CCR 1.2**, and Planning Department recommends adoption of the attached ordinance **PCR 1.1**. If the Board, after reviewing the information, wants to change or reject the proposed ordinance, the Board would have to conduct a public hearing on the proposed ordinance.

FISCAL IMPACT

None

MOTION

At the conclusion of the public meeting, if the Board agrees with the Planning Commission's recommendation, the Board will need to make a motion adopting the Planning Commission's Recommendation, Findings and Conclusions as their own and approve the ordinance amending BCC 9.04 (CCR 1.2). If however, the Board disagrees with the Planning Commission's Recommendation, Findings and Conclusions then the Board will have to conduct its own public hearing and it adopts its own findings of fact and direct staff to prepare and publish the notice of the public hearing.

9:40 am

**Executive Session – Union Negotiations
S Perry & D Sparks**

9:50 am

EXECUTIVE SESSION
2ND QUARTER LITIGATION UPDATE

RYAN BROWN

July 1, 2010

BENTON
FRANKLIN
**Community
Action
Committee**



Commissioner Jim Beaver, Chair
Commissioner Leo M. Bowman
Commissioner Max E. Benitz Jr
Benton County Commission
Benton County Courthouse
PO Box 190
Prosser, WA 99350

Dear Commissioners:

RE: Homeless Housing and Assistance Funds (2163)
1st Semi-Annual 2010 Report

As identified in the Benton and Franklin Counties Ten Year Plan, *HOME BASE Connections Center* was implemented in 2006 and has provided 4 ½ years of services. The attached 1st Semi-Annual 2010 report reflects the services provided by Benton Franklin Community Action Committee (BFCAC) during the first six months of 2010. BFCAC uses Benton and Franklin County Homeless Housing and Assistance 2163 funding for providing one-stop services.

Major components offered through our *HOME BASE Connections Center* are services, which include intake, assessment, and eligibility determination for thirteen (13) supportive housing programs. By identifying the household's immediate needs, providing the appropriate emergent services and then addressing the households' long-term needs and placement into the most appropriate program which helps to insure housing stability and movement to self-sufficiency.

As the Executive Director of Benton Franklin Community Action Committee, I wish to thank you for your interest and commitment to issues such as reducing homelessness and affordable housing. We are appreciative for your strong leadership and passionate advocacy in support of residence in our bi-county area.

Respectfully yours,

A handwritten signature in cursive script that reads "Judith A. Gidley".

Judith A. Gidley, Executive Director

BFCAC is a leader in 'Providing Pathways Out of Poverty' for Benton and Franklin Counties.