

July 19, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
July 12, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kely; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Facilities Manager Roy Rogers; Ed Thornbrugh, Human Services Manager; Steve Becken, Public Works Manager; Planning Manager Mike Shuttleworth; Clark Posey, Planning; Erhiza Rivera, Deputy Treasurer; Stuart Holmes, Auditor's Office; Duane Davidson, Treasurer; DPA Ryan Brown; Pat Powell, Auditor's Office; DPA Sara Perry; Malcolm Bowie, Public Works.

Workshop Agenda

Jurisdictional Council – Open Space

Commissioner Bowman asked about this board and Commissioner Beaver said he had attended, along with Commissioner Peck. He said that he stated he was invited to the meeting to talk, but that Benton County had not taken a formal position on the issue.

Urban Growth Expansion

Commissioner Bowman asked about reviewing with the Planning Department the rules governing urban growth since the County might not be in compliance with its own rules and Comprehensive Plan. Mr. Shuttleworth said that urban growth was covered by the countywide planning policy and that it was a multi-jurisdictional policy. He said they planned to get together in December to begin a series of workshops and that 2013 was the time for major changes to the Comprehensive Plan.

Red Mountain Application Letter

Commissioner Bowman presented the letter to Senator Murray regarding changing the formula for the funding request for Red Mountain. The Board agreed to add it to the consent agenda.

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

Approval of Minutes

The Minutes of June 28, 2010 were approved.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “w”, adding “x” (Letter supporting Red Mountain Interchange). Commissioner Bowman seconded and upon vote, the Board approved the following:

Auditor

- a. Lease Agreement w/Pitney Bowes

Commissioners

- b. Canvassing Board Appointment

Facilities

- c. Contract w/Fire Control Sprinkler System, Inc. for Backflow Testing
- d. Contract w/Fire Control Sprinkler System, Inc. for Fire Sprinkler Inspection
- e. Service Agreement w/ABM Janitorial Services for Janitorial Services

Human Services

- f. Authorization to Purchase HVAC System
- g. Appointment to the Mental Health Advisory Board

Juvenile

- h. Contract w/Inter-City Legal Processing & Messenger Services
- i. Employer Contract w/State of Washington Work Study Program
- j. Personal Services Contract w/E Chapin as Independent Clinic Facilitator

Office of Public Defense

- k. Payment for Professional Srvcs/Attorney Fees for M Iaria, Amending Resolution 08-829

Personnel

- l. Services Contract Amendment w/Pacific MicroRem

Planning

- m. Habitats & Species Information Release Agreement w/WA St Dept of Fish and Wildlife

Public Works

- n. Franchise Application Public Hearing Authorization for Sunheaven Farms
- o. Franchise Application Public Hearing Authorization for MacKay & MacDonald/Lewis & Clark Ranch
- p. Vacation and Abandonment of Unimproved Road Right of Way of Hunts Plat
- q. Authorization to Schedule and Advertise a Bid Date for Pavement Marking 2010
- r. Contract Extension for Card Lock Service for Gasoline and Diesel Fuel
- s. Change Speed Limit on Route 4 South – Hanford Site
- t. Public Hearing Authorization for Vacation Known as Dunham Road

Sheriff

- u. Purchase of Jail Supplies from Crown Paper and Janitorial, Inc.

Sustainable Development

- v. Tri-Cities Regional Rivershore Enhancement Master Plan Participation

- w. Letter to K Gasper re Hanford Advisory Board
- x. Letter to Senator Murray

Commissioner Bowman asked about item “q” and whether there was now a sufficient supply of road paint. Steve Becken indicated the request for bid was so the County could get in line to receive road paint and the supply issue was not yet resolved.

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

Public Hearing – Application for Franchise – Eaton Park Improvement Club

Steve Becken presented the application for franchise filed by Eaton Park Improvement Club. He said that based upon current franchise requirements, he recommended the Board approve as submitted with conditions.

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

MOTION: Commissioner Benitz moved to approve application for franchise for Eaton Park Improvement Club with conditions. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:10 a.m.

Ordinance Amending BCC Chapter 9.08

Mike Shuttleworth presented the ordinance amendment relating to short plat subdivisions and adding nine new sections. The Planning Commission conducted its public hearing and recommended approval.

MOTION: Commissioner Benitz moved to approve the ordinance amendment to BCC Chapter 9.08 and adopt the Planning Commission’s recommendation, findings and conclusions as their own. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

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

Ordinance Amending BCC Chapter 9.04

Mr. Shuttleworth said the amendment was to update the code and make changes in the short plat process pertaining to the use of private access easements. Six people testified pertaining to the easement limits and the Planning Commission recommended removing the provision that private access easements serving more than 8 lots be upgraded to county road standards and that all short platted lots could be served by a 40-foot access easement.

DPR Ryan Brown discussed the current issues with private access easements and the county’s attempt to address the issues by amending the short plat ordinance relating to private access easements. Mr. Brown said that regardless of whether the Board agreed with the Planning

Commission or the Planning Department, the language in the ordinance still needed to be amended. He recommended a workshop to rework the language in the ordinance and have the County Commissioners hold another public hearing,

The Board agreed to have a special meeting workshop and then move forward with a public hearing for adoption of the ordinance.

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

Executive Session – Union Negotiations

The Board went into executive session at 9:40 a.m. with DPA Sarah Perry to discuss union negotiations for approximately 10 minutes. Also present were David Sparks, Ryan Brown, Loretta Smith Kelty, and Cami McKenzie. The Board came out at 9:45 a.m. Ms. Perry stated the Board discussed union negotiations and the Board took no action.

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

Executive Session – 2nd Quarter Litigation Update

The Board went into executive session at 9:50 a.m. for approximately 10 minutes to discuss the 2nd quarter litigation update with DPA Ryan Brown. Also present were David Sparks, Loretta Smith Kelty and Cami McKenzie. The Board came out at 10:02 a.m. Mr. Brown went back into executive session with the Board for another five minutes. The Board came out at 10:05 a.m. and Mr. Brown said the Board discussed pending litigation and took no action.

Homeless Housing 2010 Semi Annual Report

Ed Thornbrugh and Judith Gidley presented the written Homeless Housing Semi Annual 2010 report and briefly discussed the following:

- 2010 Point in Time Count
- Importance of Homeless Housing Funds
- Home Base Connections
- Increase in Homeless Housing Units
- Challenges and Upcoming Activities

Unscheduled Visitors

Veterans' Assistance Fund

Pat Powell presented an income waiver request for Robert Jerome Burns.

MOTION: Commissioner Benitz moved to approve the income waiver request as presented for Robert Jerome Burns. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Vouchers

Check Date: 07/02/2010
Warrant #: 230687-230818
Direct Deposit #: 55292-55870
Total all funds: \$2,015,094.59

Check Date: 07/02/2010
Taxes #: 10110071-10110073
Warrant #: 13941-13979
Total all funds: \$1,786,204.38

Check Date: 07/02/2010
Warrant #: 13526-13718
Warrant #: 13735-13940
Total all funds: \$1,464,700.54

Check Date: 07/07/2010
Warrant #: 14006-14007
Total all funds: \$948.02

Check Date: 07/09/2010
Warrant #: 14008-14203
Total all funds: \$265,202.49

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

Resolutions

- 10-382 Lease Agreement w/Pitney Bowes
- 10-383 Contract w/Fire Control Sprinkler System, Inc. for Backflow Testing
- 10-384 Contract w/Fire Control Sprinkler System, Inc. for Fire Sprinkler Inspection
- 10-385 Service Agreement w/ABM Janitorial Services for Janitorial Services
- 10-386 Authorization to Purchase HVAC System
- 10-387 Appointment to the Mental Health Advisory Board
- 10-388 Contract w/Inter-City Legal Processing & Messenger Services
- 10-389 Employer Contract w/State of Washington Work Study Program
- 10-390 Personal Services Contract w/E Chapin as Independent Clinic Facilitator
- 10-391 Payment for Professional Srvcs/Attorney Fees for M Iaria, Amending Resolution 08-829
- 10-392 Services Contract Amendment w/Pacific MicroRem
- 10-393 Habitats & Species Information Release Agreement w/WA St Dept of Fish and Wildlife
- 10-394 Franchise Application Public Hearing Authorization for Sunheaven Farms
- 10-395 Franchise Application Public Hearing Authorization for MacKay & MacDonald/Lewis & Clark Ranch

- 10-396 Vacation and Abandonment of Unimproved Road Right of Way of Hunts Plat
- 10-397 Authorization to Schedule and Advertise a Bid Date for Pavement Marking 2010
- 10-398 Contract Extension for Card Lock Service for Gasoline and Diesel Fuel
- 10-399 Change Speed Limit on Route 4 South – Hanford Site
- 10-400 Public Hearing Authorization for Vacation Known as Dunham Road
- 10-401 Purchase of Jail Supplies from Crown Paper and Janitorial, Inc.
- 10-402 Tri-Cities Regional Rivershore Enhancement Master Plan Participation
- 10-403 Adoption of Ordinance 474 Amending BCC Title 9.08 Relating to Platting and Subdivisions

There being no further business before the Board, the meeting adjourned at approximately 10:30 a.m.

Clerk of the Board

Chairman

a

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	July 19, 2010	Execute Contract	_____
Subject:	Approval of Renewal of Email Archiving System License	Pass Resolution	<u> x </u>
Prepared By:	J. Randall Reid	Pass Ordinance	_____
Reviewed By:	Loretta Smith Kelty	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Since 2005, Benton County has been using an email archiving developed by Messaging Architects, Inc. Continue use of the system requires an annual subscription for each email account in the archive. The subscription is due for renewal at the beginning of August. The amount of the renewal requires Board approval.

SUMMARY

Resolution authorizing renewal of the subscription for the email archiving system.

RECOMMENDATION

1ST Pass Resolution.

2nd

FISCAL IMPACT

None. Included in approved 2010 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE RENEWAL OF THE EMAIL ARCHIVING SYSTEM LICENSE.

WHEREAS, Resolution 09-812 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25, 000; and

WHEREAS, by Resolution 05-352, Benton County acquired its email archiving system from Messaging Architects, Inc.; and

WHEREAS, the continued use of the system requires renewal of an annual subscription available only through Messaging Architects, Inc.; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to renew the annual subscription for the email archiving system with Messaging Architects, Inc., in the amount of \$12,600 plus tax; and

BE IT FURTHER RESOLVED that the total purchase authorized herein is not to exceed \$12,600 plus tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

REID

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CERTIFYING THE SUFFICIENCY OF THE NUMBER OF VALID SIGNATURES ON THE PETITION TO PLACE THE QUESTION OF REMOVAL OF THE COUNTY SEAT ON THE BALLOT AT THE NEXT GENERAL ELECTION AND DIRECTING THE AUDITOR TO PLACE THE QUESTION ON THE BALLOT

WHEREAS, Retired Benton County Superior Court Judge Fred Staples submitted to the Board of Benton County Commissioners a Petition for the Removal of the County Seat on November 30, 2009; and

WHEREAS, there were 41,050 votes cast in the November 3, 2009, general county election, and one-third of that number is 13,684, and

WHEREAS, pursuant to count by the County Auditor's Office, said Petition for the Removal of County Seat contained 23,633 signatures, of well which over 13,684 were without question signatures of qualified voters of Benton County; and

WHEREAS, the Auditor provided the Benton County Board of Commissioners the attached letter dated February 19, 2010, and statistics report regarding the Petition for Removal of the County Seat; and

WHEREAS, RCW 36.12.020 indicates that if the Petition is signed by qualified voters of the county equal in number to at least one-third of all the votes cast in the county at the last preceding general election the Board must, at the next general election of county officers, submit the question of removal to the electors of the county; **NOW, THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners hereby certifies that the Petition for the Removal of the County Seat submitted on November 30, 2009, has been examined and was signed by qualified voters of Benton County equal in number to at least one-third of all the votes cast in the November 3, 2009, general election.

BE IT FURTHER RESOLVED that, as required by RCW 36.12.020, the question of the removal of the county seat from Prosser to Kennewick shall be submitted to the electors of Benton County at the November 2, 2010, general election.

BE IT FURTHER RESOLVED that the Benton County Auditor is hereby requested to place a proposition on the November 2, 2010, ballot in substantially the following form:

PROPOSITION NO. _____

BENTON COUNTY

REMOVAL OF COUNTY SEAT

Should the County Seat of Benton County, Washington, be removed from Prosser, Washington, to Kennewick, Washington?

FOR REMOVAL []

AGAINST REMOVAL []

BE IT FURTHER RESOLVED that the Clerk of the Board of Benton County Commissioners is hereby directed to deliver a copy of this resolution to the Auditor of Benton County in order that the foregoing proposition be placed on the ballot and submitted to the voters of this County for the general election to be held on November 2, 2010.

Dated this day of, 2010

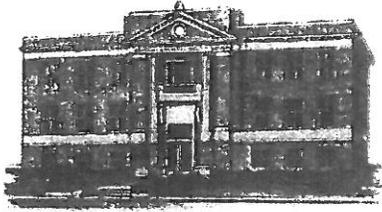
Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board



BENTON COUNTY
BRENDA CHILTON, AUDITOR

RECEIVED

FEB 19 2010

BENTON COUNTY
COMMISSIONERS
agenda packets

Van H. Pettey, CPA, Chief Accountant
Patti McKelvy, Licensing/Recording Supervisor
Stuart Holmes, Election Supervisor
Denise Webb, Office Manager-Richland
Shawn Hugie, Office Manager-Prosser

February 19, 2010

Board of County Commissioners
James Beaver, Chair
Max Benitz, Jr., Commissioner
Leo Bowman, Commissioner
Benton County Courthouse
Prosser, WA 99350

RE: Petition to Move the County Seat

Gentlemen:

Pursuant to the instructions set forth in your letter dated December 18, 2009, the Auditor's office has completed the process of signature comparison on the Staples' Petition to Move the County Seat. Attached you will find a Petition Result Breakdown.

In order to reach the threshold number of 14,368 signatures [which represents one-third of the total number of votes cast (13,684) in the November 3, 2009 General Election plus a cushion of 5%] we reviewed a total of 19,048 signatures. Based on our training in signature verification techniques, it is our opinion that the 14,368 signatures meet the criteria to be considered a match to the signatures on file in the voter registration system. All 14,368 signatures are of currently registered voters in Benton County.

Of the 19,048 signatures reviewed, 4,680 did not meet the standard for varying reasons, as set forth on the Petition Result Breakdown.

Thank you for the opportunity to be of assistance to you in the matter. Should you need additional information regarding the Petition Result Breakdown, or you have any questions regarding the process, please let us know.

Very truly yours,

BRENDA CHILTON
Benton County Auditor

/bc
enclosure



Petition Result Breakdown

Staples Petition

Staples Petition - County Seat Change

Signatures Required	13684		
Raw Count	23,624		
Sample Size	23,671		
Sigs Checked	19,048	<i>Percent of Sigs Checked</i>	<i>Percent of Sample Size</i>
Sigs Not Checked	4,623		19.5 %
Sigs Valid	14,368	75.4 %	60.7 %
Sigs Invalid	4,680	24.6 %	19.8 %
Duplicated	1,685	9.0 %	7.1 %
Non-duplicate Invalid	2,995	16.0 %	12.7 %

RESULT ABBR	RESULT DESCRIPTION		
Approved	Approved	14,368	75.4 %
NotReg	Not Registered	2,485	13.0 %
xmark	signed using x	1	0.0 %
diffaddr	Similar Name - Different Address	31	0.2 %
NotonFile	No Signature on File	25	0.1 %
OutOfDist	Out of District	1	0.0 %
Duplicate	Signed more than once	1,685	8.8 %
Withdrawn	Withdrawn	1	0.0 %
RegLate	Registered Late	1	0.0 %
CantIdentfy	Cannot Identify	15	0.1 %
NoSig	No Signature	12	0.1 %
PrintedSig	Printed Signature	112	0.6 %
SigNoMatch	Signatures Don't Match	311	1.6 %



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

CHAIRMAN OF THE BOARD..... James Beaver

CHAIRMAN PRO-TEM.....Leo Bowman

COUNTY ADMINISTRATORDavid Sparks

CLERK OF THE BOARDCami McKenzie

.....Lisa Small, Alt.

..... Marilu Flores, Alt.

BENTON COUNTY ENGINEER Malcolm Bowie

BENTON COUNTY PEST BOARD SUPERINTENDENTFrank Wolf

BENTON COUNTY WSU EXTENSION DIRECTOR.....Marianne Ophardt

BI-PIN Brian White

David Sparks, Alt.

B-F REGIONAL REVOLVING LOAN FUND BOARD James Beaver

..... Leo Bowman, Alt.

BEN FRANKLIN TRANSIT BOARDLeo Bowman

..... James Beaver, Alt.

BENTON CITY CAPITAL FACILITIES AREA LIBRARY BOARD Max Benitz, Jr.

.....Leo Bowman

..... James Beaver

BENTON CLEAN AIR AUTHORITY..... James Beaver

..... Leo Bowman, Alt.

BENTON COUNTY FINANCE COMMITTEE (rotate w/chair)..... James Beaver

BENTON COUNTY LEOFF DISABILITY BOARD..... Max Benitz, Jr.

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS James Beaver

..... Max Benitz, Jr., Alt.

BENTON-FRANKLIN LAW LIBRARY BOARDLeo Bowman

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

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

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

CREDIT (Columbia Regional Economic Development Trust)Leo Bowman

EMERGENCY SERVICES BOARD Max Benitz, Jr.

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

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

HANFORD ADVISORY BOARD Maynard Plahuta ✓
..... Richard Jansons, Alt. ✓

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

HOMELESS HOUSING Edward Thornbrugh ✓

HUMAN SERVICES ADMINISTRATOR Edward Thornbrugh ✓

METRO David Sparks
..... Loretta Smith Kelty, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo)Leo Bowman

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

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

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

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

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

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

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

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

WASHINGTON STATE ASSOCIATION OF COUNTIES
BOARD OF DIRECTORSLeo Bowman

WASHINGTON STATE ASSOCIATION OF COUNTIES
LEGISLATIVE STEERING COMMITTEELeo Bowman

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

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

YAKIMA FISH & WILDLIFE RECOVERY BOARDLeo Bowman

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

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

Chairman

ATTEST:

Chairman Pro-Tem

Clerk of the Board

Member

Constituting the Board of
Benton County Commissioners

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: July 19, 2010 Subject: Contract with Oxarc inc Prepared by: cmb Reviewed by: Isk	Execute Contract x Pass Resolution Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

OSHA requires all firefighting equipment to be periodically inspected and maintained in operating condition and that defective equipment shall be immediately replaced. Benton County had a contract with Oxarc, Inc. to service and recharge fire extinguishers located at the Benton County Fairgrounds for 2009 via Resolution 08-928. This contract expired on 12-31-2009. A new contract needs to be put in place in order to service the fire extinguishers located at the Benton County Fairgrounds.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Office Manager are satisfied with the services provided by Oxarc, Inc and recommend entering into another contract for services thru 2012

FISCAL IMPACT

Total contract amount not to exceed \$10,000 excluding WSST (contract expires 12-31-2012)

RESOLUTION

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

**IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT FOR
FIRE EXTINGUISHER SERVICE AND RECHARGING AT THE BENTON COUNTY
FAIRGROUNDS TO OXARC, INC.**

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

WHEREAS, Benton County had a contract with Oxarc, Inc. to service and recharge fire extinguishers located at the Benton County Fairgrounds for 2009 via Resolution 08-928; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Office Manager are satisfied with the services provide by Oxarc, Inc. and wish to enter into another contract; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and approves the contract between Benton County and Oxarc, Inc. for a total contract amount not to exceed \$10,000 excluding WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the personal service contract attached hereto; and

BE IT FURTHER RESOLVED, the term of the attached personal service contract commences on July 1, 2010 and expires December 31, 2012.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Oxarc Fire Division, Inc.** a for-profit corporation organized under the laws of the State of Washington with its principal offices at 716 S. Oregon St. Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document).

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2010 and shall expire on June 30, 2012 unless earlier terminated pursuant to Section 9 herein. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide complete delivery and installation and functional setup of fire extinguisher service, maintenance and recharging at the Benton County Fairgrounds as needed usually once a year.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by

e

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 07-19-10 F/C 07-28-10	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Consolidated Contract FY2011 #1063 - 94520	Pass Resolution <u>xx</u>	1 st DISCUSSION
Prepared By: Donna A. Lee	Pass Ordinance	2 nd DISCUSSION
Reviewed By: Sharon A. Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), consolidates the following into one contract: E3SHB 3900 Funds; Consolidated Contract - Block Grant; Suspended Disposition Alternative and Mental Heal Disposition Alternative; Diagnostic Evaluations of Offenders Committable to JRA; and Detention Services. These grant dollars provide services in those programs. We have received the new County Program Agreement # 1063 - 94520.

SUMMARY

The term of this contract is July 1, 2010, through June 30, 2011.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract with DSHS/JRA.

FISCAL IMPACT

This is a grant by which we are reimbursed for services.

MOTION

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the County Program Agreement Consolidated Contract FY2011 # 1063-94520 for services between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration.

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 COUNTY PROGRAM AGREEMENT # 1063-94520 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement # 1063-94520 between State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, 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 County Program Agreement.

DATED this 19th day of July 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 28th day of July 2010
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

COUNTY		DSHS Agreement Number 1063-94520
PROGRAM AGREEMENT Consolidated Contract FY2011		
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.		Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Juvenile Rehabilitation	DSHS DIVISION Division of Community Programs	DSHS INDEX NUMBER 1122
		CCS CONTRACT CODE 5024CS-63
DSHS CONTACT NAME AND TITLE Victoria Clausing Financial Analyst 5		DSHS CONTACT ADDRESS 215-A N 3rd Ave Yakima WA98902-2682
DSHS CONTACT TELEPHONE (509) 575-2625 Ext:	DSHS CONTACT FAX (509) 575-2619	DSHS CONTACT E-MAIL clausva@dshs.wa.gov
COUNTY NAME Benton County Franklin County	COUNTY DBA	COUNTY ADDRESS 5606 W. Canal Place, Ste. 106 Kennewick, WA 99336
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	COUNTY CONTACT NAME Sharon Paradis	
COUNTY CONTACT TELEPHONE (509) 736-2722 Ext:	COUNTY CONTACT FAX (509) 736-2728	COUNTY CONTACT E-MAIL sharon.paradis@co.benton.wa.us
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS
PROGRAM AGREEMENT START DATE 7/1/2010	PROGRAM AGREEMENT END DATE 6/30/2011	MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibits
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: E3SHB 3900 Funds; Exhibit B: Consolidated Contract - Block Grant; Exhibit C: Suspended Disposition Alternative and Mental Health Disposition Alternative; Exhibit D: Diagnostic Evaluations of Offenders Committable to JRA; Exhibit E: Detention Services		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.		
COUNTY SIGNATURE (S) * See Attached Signature Page *	PRINTED NAME (S) AND TITLE (S)	DATE (S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Del R. Hontanosas Grants and Contracts Manager	DATE SIGNED

f

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	July 19, 2010	Execute Contract	<u> X </u>
Subject:	Roads 2010-2012 CBA	Pass Resolution	<u> </u>
Prepared by:	Sarah Perry	Pass Ordinance	<u> </u>
Reviewed by:		Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

Before the Board for approval and signature is the 2010-2012 Road Department Collective Bargaining Agreement, which has been previously discussed and the significant terms of which have been previously approved by the Board.

RECOMMENDATION

Approve and sign the 2010-2012 Road Department Collective Bargaining Agreement.

MOTION

Move to approve and sign the 2010-2012 Road Department Collective Bargaining Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING THE ROAD DEPARTMENT

WHEREAS, an Agreement has been reached between the Benton County bargaining team and Local 839 for the 2010-2012 Collective Bargaining Agreement;

WHEREAS, the Benton County Board of Commissioners has previously discussed and approved the significant terms of the Agreement, **NOW THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners approve the Agreement as negotiated and are authorized to sign the same.

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

Original: Local 839, Sarah Perry, Commissioners
c: David Sparks, Public Works, Personnel, Payroll

2010-2012 AGREEMENT

Between

BENTON COUNTY

and the

**TEAMSTERS LOCAL 839, WAREHOUSEMEN,
GARAGE EMPLOYEES, AND HELPERS UNION
Representing ROAD DEPARTMENT EMPLOYEES**

Original: Local 839
Benton County Commissioners
Sarah Perry

c: Public Works
David Sparks
Personnel
Payroll

9

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;

NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing be held at 9:05 a.m., Monday, August 9, 2010 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed vacation.

Dated this 19th 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

RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF BENTON COUNTY SOLID WASTE MANAGEMENT RE:
ACCEPTANCE OF AMENDMENT NO. 1 TO COORDINATED PREVENTION
GRANT NO G1000433

WHEREAS, the Washington State Department of Ecology has proposed Amendment
No. 1 to the Coordinated Prevention Grant No. G1000433, that was approved by the
Board on January 25, 2010; and

WHEREAS, the Amendment contains changes in wording in various sections under the
Grant; and

WHEREAS, the Public Works Manager recommends acceptance of this Amendment;
NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of County Commissioners is hereby
authorized to sign said Amendment on behalf of Benton County.

Dated this 19th day of July, 2010.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

SWB:dlh

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>July 19, 2010</u>	Execute Agreement	<u>XX</u>	Consent Agenda	<u>XX</u>
Subject:	<u>Grant Amendment</u>	Pass Resolution	<u>XX</u>	Public Hearing	<u> </u>
Prepared by:	<u>dlh</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>SWB</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

Washington State Department of Ecology (DOEc) has proposed Amendment No. 1 to the Coordinated Prevention Grant No. G1000433, that was approved by the Board on January 25, 2010. The proposed Amendment includes changes to Part 1: Scope of Work and Part 4: Special Terms and Conditions of the Grant.

SUMMARY

Amendment No. 1 has been prepared by the DOEc to provide language changes to the original grant. The Benton County Prosecuting Attorney's office has reviewed said Amendment and approved as to form.

RECOMMENDATION

Approve authorization for Chairman to sign the Addendum.

FISCAL IMPACT

No change in original grant funding.

MOTION

Authorize Chairman to sign Amendment.

AMENDMENT NO. 1 TO AGREEMENT NO. G1000433

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

BENTON COUNTY

Amendment Purpose: This amendment covers changes to language in the grant agreement, including additions, deletions, and clarifications. The shaded areas identify the changes.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The total maximum eligible cost and state grant share for this agreement remains the same.
2. **PART 1: SCOPE OF WORK** in the original agreement states:

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. Deliverables must be completed by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in this agreement or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse.

This agreement is a "Multi-Phased" agreement. Multi-phased means it will be written with a task's full scope of work and a partial budget. Phase One of this agreement includes work performed with the budget as outlined in Phase One of section Part 2: Fund Source and Budget. Phase Two includes the remainder of work to be performed and funds are contingent upon the budget appropriation by the State Legislature for the 2011-2013 biennium.

After the 2011-2013 biennial allocation is secured, ECOLOGY will initiate a formal amendment to increase funding to support Phase Two. Phase Two work is not authorized for reimbursement until a formal amendment to increase the budget is executed. RECIPIENTS are not obligated to complete Phase Two work until a formal amendment to increase the budget is approved.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that can be reimbursed at a rate of 75% under this grant. *The "Estimated (total) Task Cost" is for ECOLOGY information only. It reflects the true cost of completing the full task, including expenses beyond the Maximum Eligible Cost.

The above section is deleted and replaced with the following:

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. Deliverables must be completed by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in this agreement or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse.

This agreement is a "Multi-Phased" agreement. Multi-phased means it will be written with a task's full scope of work and a partial budget. Phase One of this agreement includes work performed with the budget as outlined in Phase One of section Part 2: Fund Source and Budget. Phase Two includes the remainder of work to be performed and funds are contingent upon the budget appropriation by the State Legislature for the 2011-2013 biennium. ECOLOGY assumes Phase One funding will be fully spent by December 31, 2010 as you have planned in your task but if not, the money for Phase One must be spent by the end of the 09-11 biennium. Even though the agreement date goes through 12/31/2011, Phase One costs must be incurred before June 30, 2011 and ECOLOGY must receive your payment request by August 13, 2011. Failure to meet either deadline may result in denial of your reimbursement request for those costs.

After the 2011-2013 biennial allocation is secured, ECOLOGY will initiate a formal amendment to increase funding to support Phase Two. Phase Two work is not authorized for reimbursement until a formal amendment to increase the budget is executed. RECIPIENTS are not obligated to complete Phase Two work until a formal amendment to increase the budget is approved.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that can be reimbursed at a rate of 75% under this grant. *The "Estimated (total) Task Cost" is for Ecology information only. It reflects the true cost of completing the full task, including expenses beyond the Maximum Eligible Cost.

3. Within each Task's scope of work, the section **Work Plan and Activities Timeline** shall now include the following language:

Work Plan and Activities Timeline:

Changes to the work plan may be negotiated and approved by your Grant Officer in writing.

4. **PART 2: FUND SOURCE AND BUDGET** in the original agreement states:

Approved costs must be consistent with the most recently approved Spending Plan. Costs cannot exceed the agreement Budget (Part 2: Section B) without a formal amendment. To change how funds are allocated between the grant tasks, the RECIPIENT must submit a written request to ECOLOGY for a Letter Amendment. To change a scope of work or to increase/decrease a grant

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO COLUMBIA CLEANERS FOR UNIFORM CLEANING FOR THE SHERIFF'S OFFICE EMPLOYEES, INMATE BENEVOLENCE FUND 0116-101, CANINE/BOAT PATROL FUND 0127-101, CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENTS 118, 119, 120, 121, AND 125.

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

WHEREAS, the Sheriff's Office is pleased with the services provided by Columbia Cleaners and recommends entering into a contract for the period of July 1, 2010 through December 31, 2010;
NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Columbia Cleaners in the amount of \$60,000.00 including WSST; and

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

BE IT FURTHER RESOLVED the term of the attached contract commences July 1, 2010 and expires on December 31, 2010.

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

Prepared by: D. Petty

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

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

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

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

2. DURATION OF CONTRACT

The term of this Contract shall begin **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.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Perform dry cleaning services for employees of the Benton County Sheriff's Office;
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely

j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES OF PUBLIC SAFETY COMMUNICATION EQUIPMENT OFF THE WASHINGTON STATE CONTRACT NO. 02702 FOR THE BENTON COUNTY SHERIFF'S OFFICE, WORK CREW REPLACEMENT FUND 0151101

WHEREAS, Washington State Contract No. 02702 allows Motorola to sell public safety communication equipment to all governmental agencies; and

WHEREAS, the Benton County Sheriff's Office would like to purchase public safety communication equipment (ie. Motorola Radios) off the Washington State Contract No. 02702 through October 29, 2011; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, hereby approves purchases of public safety communication equipment off the Washington State Contract No. 02702 from Motorola in an amount not to exceed \$14,000 through October 29, 2011; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for public safety communication equipment off the Washington State Contract No. 02702 attached hereto.

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: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: D. Pettey



Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Public Safety Radio Comm. Equip.

Contract#: 02702 **Replaces:** 03599, 08497

Western States Contracting Alliance (WSCA), Public Safety Communication Equipment and Services

The intent of this contract is to maximize savings, reduce individual state administrative costs in purchasing, and compile standard specifications to encourage market competition, enhance product availability and expand contract coverage to as many of the WSCA states and potentially non-WSCA states that want to participate in the contract. In other words, get you the best deal with as little work on your part as possible while simply allowing you to purchase.

This State Contract #02702 has two parts: Phase 1 is designed to expand a current system. Customers should consider sole source factors for purchases off of Phase 1. Customers cannot change manufacturers, must purchase from the manufacturer that has an installed base of equipment with the customer. Partial upgrades, improvements, additions, repairs to an imbedded systems are allowable purchases under this phase. Phase 2 is designed for total system replacement or improvements on current system (competitively bid)

Phase 1: Public safety communication equipment and support services for currently installed systems

Purchases for an installed base of equipment that only one vendor can replace; sole source justification needed for purchases; not competitively bid; negotiated pricing; cannot purchase entire turnkey systems. Customers must check with local laws governing sole source, special market conditions before using the Phase 1 contract. For Phase 1, the contract pricing will be the percentage discount off the manufacturer's most current price list used to establish a selling price for parts and equipment. The manufacturer shall provide a fixed price for associated support services.

Phase 2: New Communication Systems and Equipment: This phase was competitively bid meeting the most stringent standards. It was not designed with federal requirements in mind; only member states were envisioned to use this contract and political subdivisions within each participating state. A customer can purchase one item, several items to replace equipment or purchase an entirely new system for interoperability purposes.

Category 1 -- Radio analog and digital (two-way communication systems) portable, mobile, desk-top, base and repeater stations. VHF 136-174 MHz, UHF 450-470 MHz, UHF 806-870 MHz Frequencies, Infrastructure Equipment and Consoles

Category 2 -- Aircraft AM – FM band radios

Category 3 -- In-band mobile/portable radio repeater, analog and digital

Category 4 -- Gateway devices, audio switch unit/radio router JPS ACU-1000, audio switch ICRI unit.

Category 5 -- digital microwave radios, 6GHz, 11GHz, 18GHz and 23Ghz

Category 6 -- Communication towers, guyed and three-legged triangular

Category 7 -- Microwave antennas, waveguide and associated hardware

Category 8 -- Test equipment, analog and digital

Current Term Start Date: 10-30-2009 **Award Date:** 10-30-2003 **Est. Annual Worth:** \$83,000,000

Current Term Stop Date: 10-29-2011 **Final Term End On:** 10-29-2013 **Commodity Code(s):** 5820

Diversity: 0% WBE 0% MBE **# of Bids Received:** 28

Who can use this contract?

- » Washington State agencies
- » Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- » Participating Colleges, Universities, Community & Technical Colleges
- » Oregon Coop Members

Contract Documents & Resources

- » View Current Contract Information (CCI)
- » Contract Activity
- » Original Solicitation Document
- » Submit Contractor Feedback

» Best-buy Notification

Contractors(s):

KENWOOD USA CORPORATION
NORTHERN AIRBORNE TECHNOLOGY LTD.
TAIT NORTH AMERICA, INC.
ICOM AMERICA, INC.
SINCLAIR TECHNOLOGIES INC.
CALAMP DATACOM, INC.
VERTEX STANDARD USA, INC.
AEROFLEX WICHITA, INC.
COMMUNICATIONS-APPLIED TECHNOLOGY
MOTOROLA INC
HARRIS MCD
VALMONT INDUSTRIES, INC.
RELM WIRELESS CORPORATION
ALCATEL
EF JOHNSON COMPANY
GENERAL DYNAMICS DECISION SYSTEMS
CERAGON NETWORKS
RADIO FREQUENCY SYSTEMS INC
DANIELS ELECTRONICS LTD.
RAYTHEON JPS COMMUNICATIONS
ELTEK ENERGY, LLC
GE MDS, LLC

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

WSCA

The Western States Contracting Alliance (WSCA) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. WSCA contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. WSCA contracts are available for use by public agencies when approved by the State Purchasing Director.

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1935	Holiday	\$22,161	521.931	1562	Detective	\$17,189
				521.931	2102	Social Security	\$1,315
				521.931	2103	Medical Insurance	\$2,756
				521.931	2104	Retirement	\$901
TOTAL			\$22,161	TOTAL			\$22,161

Explanation:

Line item transfer is needed to fund the expenses related to the detective assigned to the Registered Sex Offender program that is funded by a grant managed by the Washington Association of Sheriffs & Police Chiefs (WASPC). Funds are being moved from the Holiday line item until the grant related supplement is approved later this year. A line item transfer will be completed at that time reversing the effects of the current line item transfer.

Prepared by: Julie Thompson

Date: 14-Jul-2010

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ENTERING INTO A TECHNICAL SUPPORT AGREEMENT WITH EFFICIENCY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL DEPARTMENT 121

WHEREAS, the Benton County Sheriff's Office has had a Technical Support Agreement with Efficiency Inc. to support the interrogation equipment since 2006; and

WHEREAS, Resolution 09 417 authorized Technical Support services for the period of July 21, 2009 through July 20, 2010; and

WHEREAS, the current Technical Support Agreement expires on July 20, 2010; and

WHEREAS, the cost of continuing the Technical Support Agreement is \$1,566 plus WSST (not including chargeable services under the agreement) for the period of July 21, 2010 through July 20, 2011; and

WHEREAS, the Benton County Sheriff's Office wishes to continue the Technical Support Agreement with Efficiency Inc.; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the attached Technical Support Agreement with Efficiency Inc. for a contract amount of \$1,566 plus WSST with a total amount payable not to exceed \$3,606 plus WSST; and

BE IF FURTHER RESOLVED that the term of the attached Technical Support Agreement commences July 21, 2010 and expires on July 20, 2011.

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

Efficiency Inc. Technical Support Agreement

As an Efficiency, Inc. technical support contract customer, "**Benton County Sheriff Office**" will receive (1) one-year from **07/21/10-07/20/11** (term of agreement) which includes:

- Full parts and labor warranty both hardware & software with replacement of parts that are defective or become worn in the course of normal use.
- Calls for service during normal business hours will be returned in less than 4 business hours. Service issues not resolvable remotely will result in priority dispatch for onsite service. A dispatch fee of \$100 applies for each onsite service call over 75 miles from Efficiency, Inc.
- ****Labor and parts required as a result of improper use, mishandling or damage through accident or unauthorized service performed by anyone other than our service department will be chargeable (see Rates for Chargeable Service Under Contract below).**
- Service will be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.
- On-site education after initial installation & training.
- Unlimited calls from 8:00 a.m. to 5:00 p.m. PST to Efficiency Inc. **excluding** holidays and weekends.
- Electronic logging of issues and questions to FTR (email & Web) 24 hours per day.
- Unlimited access to the FTR Knowledge Base.
- On-line access and hardcopies of all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Free downloads of service packs and minor version upgrades.
- Full version upgrades at a reduced cost (during promotion period).
- Automatic renewal invoice is sent 30+ days prior to expiration of the term of the agreement. Payment must be received prior to expiration of the term of agreement to avoid cancellation of contract. Lapsed service agreements require on-site inspection at customers expense before contract can be re-instated.

****Rates for Chargeable Service Under Contract**

- Contract Hardware/Software On-Site Service Rate:
\$125.00 per hour on-site, plus \$100.00 per hour travel and parts.
- Contract Hardware/Software Shop Rate:
Minimum shop charge is \$125.00 per hour, plus parts and shipping. Shop charge applies to carry-in and mail-in.
- Non-Contract Telephone Support Rate:
\$125.00 per hour billed in 15 minute increments at \$31.25.

Please Note

- All customer account balances must be current before local service/support will be provided.
- Pricing is subject to change without prior notice for chargeable services and renewals are subject to 2% annual increase.
- Customers not covered by a Support Agreement will be charged the standard rate of \$185.00 per hour on-site, plus \$100.00 per hour travel, parts and applicable expenses, during normal business hours.

Customer Signature & Date


Efficiency, Inc. & Date

After signing please fax back to Karri Boerner at 206-768-2806...Thank You.

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE CONTRACT EXTENSION BETWEEN THE BENTON COUNTY SHERIFF'S OFFICE AND ENERGY NORTHWEST TO PROVIDE SPECIALIZED LAW ENFORCEMENT SERVICES ON AN AS NEEDED BASIS, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL DEPARTMENT 121

WHEREAS, the Benton County Sheriff's Office entered into a contract with Energy Northwest on June 30, 2003 to provide specialized law enforcement services on an as needed basis as requested by the authorized Energy Northwest Technical Representative, contract number 00314952; and

WHEREAS, the Benton County Sheriff's Office and Energy Northwest extended the contract in 2004 through June 30, 2010; and

WHEREAS, the Benton County Sheriff's Office wishes to extend the contract with Energy Northwest through June 30, 2011 and increase the total amount payable to Benton County by \$20,000 for a total amount payable not to exceed \$180,400; and

WHEREAS, the Sheriff has reviewed the contract extension and recommends contracting with Energy Northwest; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Sheriff's recommendation and hereby authorizes the Sheriff to sign the attached Contract Extension with Energy Northwest; and

BE IT FURTHER RESOLVED, that the term of the attached Contract Extension expires on June 30, 2011; and

BE IT FURTHER RESOLVED, that all other terms and conditions of the Contract shall remain the same including the Memo of Understanding dated May 19, 2005.

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: Sheriff's Office
cc: Auditor, Rosemary, Energy NW

Prepared by: J. Thompson



**ENERGY
NORTHWEST**

ENERGY NORTHWEST

Contract

Contract: 00314952
Release :
Executed: 06/30/2003
Printed : 06/29/2010
Page : 1

Mail Invoice To:

ACCOUNTS PAYABLE MD PE55
ENERGY NORTHWEST
PO BOX 968
RICHLAND WA 99352-0968

Vendor:

JULIE THOMPSON
BENTON COUNTY SHERIFF
7320 WEST QUINAULT
KENNEWICK WA 99336

Please Direct Inquiries to:

LINDA M. PARRELLA
Title: PURCH/CNTR SUPR
Phone: 509-377-4251
Fax : 509-377-4357

Work Location:

Title: BENTON COUNTY SHERIFF LAW ENFORCEMENT SERVICES

** DUPLICATE COPY **

Total Value : \$180,400.00 USD
Pricing Method: FIRM FIXED PRICE

Contract Type : CONSULTING/TECHNICAL SER
Project : ADMINOHD

Start Date: 07/01/2009
End Date : 06/30/2011

Larry D. Taylor
Vendor Authorized Signature

LARRY D. TAYLOR, SHERIFF
Printed Name/Title

7/06/10
Date Signed

(509) 735-6555
Phone

Linda Parrella
Authorized Signature

Authorized Signature

6/29/30
Printed Name/Title

Date Signed

Phone

Terms and Conditions - Text at End

Fac	Standard	Rev	S/P	Text	Title
	APPENDIX A	000		N	STATEMENT OF WORK
	APPENDIX B	001	S	N	SCHEDULE OF PAYMENTS

Contract Amendments

Contract



**ENERGY
NORTHWEST**

ENERGY NORTHWEST

Contract: 00314952
Release :
Executed: 06/30/2003
Printed : 06/29/2010
Page : 2

Amendment: 004

Title : INCREASE CONTRACT VALUE BY \$20,000 AND EXTEND TERM

Amended Start :

Amendment Value: \$20,000.00

Pricing Method :

Execution Date : 06/29/2010

Amended End Date: 06/30/2011

* * * End of Contract * * *

n

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE AGREEMENT BETWEEN WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS AND BENTON COUNTY WHICH WILL ALLOW THE BENTON COUNTY SHERIFF'S OFFICE TO PARTICPATE IN THE FY 2011 REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY PROGRAM; CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL DEPARTMENT 121

WHEREAS, the Washington Association of Sheriffs & Police Chiefs requested Request For Qualifications to participate in the Registered Sex Offender Address and Residency Verification Program; and

WHEREAS, the Benton County Sheriff's Office submitted a Request for Qualifications and was awarded for the FY 2009 and FY 2010; and

WHEREAS, the Benton County Sheriff's Office was awarded \$128,122.49 for the FY 2011, **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, hereby approves the attached agreement between the Washington Association of Sheriffs & Police Chiefs and hereby authorizes the Benton County Sheriff to sign attached agreement.

BE IT FURTHER RESOLVED, that the term of the attached agreement is effective from July 1, 2010 and expires on June 30, 2011.

Dated this ____ day of _____, 2010.

Chairman of the Board

Member

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

Attest: _____

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

Serving the Law Enforcement Community and the Citizens of Washington



June 1, 2010

Sheriff Larry Taylor
Benton County Sheriff's Office
7122 W Okanogan Pl., Bldg. A
Kennewick, WA 99336

Dear Sheriff Taylor:

I am pleased to inform you that the Benton County Sheriff's Office will receive **\$128,122.49** for the Registered Sex Offender Address and Residency Verification Program.

As you know, \$4.8 million of state funding was allocated to local law enforcement for fiscal year 2011 to verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130. The grant award is effective July 1, 2010 and expires on June 30, 2011.

The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency:

1. For level I offenders, once every twelve months
2. For level II offenders, once every six months
3. For level III offenders, once every three months

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

Attached is an award agreement which needs to be signed and returned to WASPC. The required quarterly reporting form is also included in this notification. Quarterly reports are to be submitted electronically, faxed, or by mail by the 10th of the month for 10th of the month following the end of the quarter. Once the report is received, payment for a quarter of the total award will be sent.

If you have any questions please contact Dawn Larsen at 360-486-2419 or dlarsen@waspc.org.

Sincerely,

Donald G. Pierce
Executive Director

President JOHN DIDION <i>Sheriff - Pacific County</i>	President Elect BRUCE BJORK <i>Chief - WA Fish & Wildlife</i>	Vice President MIKE HARUM <i>Sheriff - Okanogan County</i>	Past President COLLEEN WILSON <i>Chief - Port of Seattle</i>	Treasurer TERRY DAVENPORT <i>Chief - Shelton</i>
ED HOLMES <i>Chief - Mercer Island</i>	TOM SCHLICHER <i>Chief - Snohomish</i>	Executive Board SAM GRANATO <i>Chief - Yakima</i>	SUE RAHR <i>Sheriff - King County</i>	BILL ELFO <i>Sheriff - Whatcom County</i>
MIKE HUMPHREYS <i>Sheriff - Walla Walla County</i>	RANDY STEGMEIER <i>Chief - Western WA University</i>	JOHN BATISTE <i>Chief - WA State Patrol</i>	LAURA LAUGHLIN <i>SAC - FBI, Seattle</i>	DONALD PIERCE <i>Executive Director</i>

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT
SPECIFIC TERMS AND CONDITIONS**

Registered Sex Offender Address and Residency Verification Program

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (hereinafter referred to as WASPC) and the Benton County Sheriff's Office (hereinafter referred to as the RECIPIENT).

- | | |
|--|--|
| 1. Award Recipient Name and Address:
Benton County Sheriff's Office
7122 W Okanogan Pl., Bldg. A
Kennewick, WA 99336 | 2. Contact: Larry Taylor
Title: Sheriff
Telephone: 509-735-6555 |
| 3. Project Title
Registered Sex Offender Verification | 4. Award Period:
07/01/10 - 06/30/11 |
| 5. Grant No:
RSO 10-11 Benton | 6. Funding Authority:
WASHINGTON ASSOCIATION OF
SHERIFFS AND POLICE CHIEFS |
| 7. Amt. Approved
\$ 128,122.49 | 8. Service Area:
Benton County |

FUNDING SOURCE

Funding for this AGREEMENT is provided to WASPC from the State of Washington. Funding awarded the RECIPIENT shall not exceed the amount shown on the award letter.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the award letter. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed in equal amounts by the end of the reporting month. Delays in report submittal or project related activities may result in disbursement of funds delay.

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

FOR WASPC:



Name: Donald G. Pierce
Title: Executive Director
Date: June 1, 2010

FOR THE RECIPIENT:



Name: Larry D. Taylor
Title: Sheriff
Date: 6/02/2010

CONTACT INFORMATION

WASPC requires three individuals be designated to the positions of Authorized Official, Project Director and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, however, under extenuating circumstances, one person may otherwise fill two positions.

Applicant Agency: Benton County Sheriff's Office

PROJECT MANAGER

McCary	Dan	Sergeant		
Last Name	First Name	Title		
7122 W. Okanogan Place Bldg. A		Kennewick	WA	99336
Business Mailing Address		City	State	Zip
509 735-6555	509 736-3895	dan.mccary@co.benton.wa.us		
Telephone	Fax	Email		

FINANCIAL OFFICER/GRANT ADMIN.

Thompson	Julie	Administrative Assistant		
Last Name	First Name	Title		
7122 W. Okanogan Place Bldg. A		Kennewick	WA	99336
Business Mailing Address		City	State	Zip
509 735-6555 ext. 3273	509 736-3895	julie.thompson@co.benton.wa.us		
Telephone	Fax	Email		

THE AUTHORIZED OFFICIAL IS THE CHIEF EXECUTIVE OFFICER, OR DESIGNEE OF THE AGENCY.

Taylor	Larry D.	Sheriff		
Last Name	First Name	Title		
7122 W. Okanogan Place Bldg. A		Kennewick	WA	99336
Business Mailing Address		City	State	Zip
509 735- 6555	509 736-3895	larry.taylor@co.benton.wa.us		
Telephone	Fax	Email		

9:05

**Benton Conservation
District Update**

Erin Hightower