

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Monday, July 25, 2011 Benton County Courthouse, Prosser, WA

Click on any highlighted  
area to view detail

8:30 AM Workshop

9:00 AM Call to Order  
Approval of Minutes  
❖ July 11, 2011  
❖ July 13, 2011  
Review Agenda

### Consent Agenda

#### Commissioners

a. Letter to WA State Liquor Control Board

#### Fairgrounds

b. Line Item Transfer, Fund No. 0124-101, Dept. 000

c. Personal Service Contract Amendment w/Moon Security Services, Inc.

#### Human Services

d. Surplus of Personal Property

e. Contract Amendment w/Knowledge Counseling Services

f. Contract Amendment w/Safe Harbor Crisis Nursery

g. Purchase Authorization for Computer & Printer Consumables

h. Purchase Authorization for Computers, Printers, Software & Support

i. Contract Amendment w/Children's Developmental Center

j. Contract Amendment w/EnTrust Community Services

k. Line Item Transfer, Fund No. 0108-101, Dept. 560

l. Letter to Greater Columbia Behavioral Health re Outpatient Providers

m. Contract w/DesertGreen Lawn & Tree Care, LLC

n. Professional Services Agreement w/Sharon Adolphsen

#### Juvenile

o. Personal Services Contract w/Education Service District 123

p. Termination of Personal Services Agreement w/Knowledge Counseling

q. Agreement w/WA State DSHS for Short Term Transition Program

r. Agreement w/WA State DSHS for Aggression Replacement Training

**Personnel**

- s. Agreement w/Zee Medical, Inc. for First Aid Kits and Supplies
- t. Personal Service Contract w/Pacific MicroRem, Inc.
- u. Line Item Transfer, Fund No. 0504-101, Dept. 000
- v. Guest Trainer Contract w/C Poulsen

**Public Works**

- w. Traffic Control on Country Meadows Estates
- x. Contract w/Tapani Underground, Inc. for Clodfelter Road Project
- y. Bridge Inspection Agreement w/WA State Dept of Transportation
- z. Letter to Freight Mobility Strategic Investment Board for Piert Road Extension

**Sheriff**

- aa. Purchase Authorization of Exam Gloves
- bb. Purchase Authorization of Paper Products & Gloves
- cc. Purchase Authorization for Work Crew Vehicle
- dd. Purchase Authorization for Uniform and Uniform Accessories
- ee. Maintenance Agreement w/Day Wireless Systems
- ff. Payment Authorization to Valley Marine, Inc. for Safe Boat Repairs
- gg. Line Item Transfer, Fund No. 0000-101, Dept. 121
- hh. Contract Amendment w/Buffer Zone Protection Program
- ii. Line Item Transfer, Fund No. 0000-101, Dept. 121
- jj. Purchase Authorization for Holsters from Adamson Police Products

9:05 AM Boundary Review Board 11-02 Discussion – C Posey

9:10 AM Ordinance Amendment to Benton County Code 9.08 – M Shuttleworth

9:15 AM Washington Farm Bureau Presentation – A Fyall & D Wood

9:45 AM a. **Unscheduled Visitors**

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
July 11, 2011, 8:30 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; DPA Ryan Brown; DPA Ryan Lukson; Sue Schuetze, Public Works; Central Services Manager Randy Reid; Auditor Brenda Chilton; Treasurer Duane Davidson; Valerie Smith and Susan Walker, Planning.

Workshop Agenda

Commissioner Small briefly discussed the following items:

- Prosser Courthouse jury room - requested the Board review some modifications to the jury room to allow wheelchair access and other changes;
- Received a phone call from a citizen complimenting the Road Department on a job well done;
- Employee of the Month program – requested the presentation of the award be a joint effort by the Board.

Tuesday Board Meetings

Additionally, Commissioner Small asked the Board if it had considered changing the regular board meetings to Tuesdays. Commissioner Beaver said he didn't care but was still waiting to hear what the employees or elected officials thought.

Commissioner Small said he talked to elected officials and departments and all elected officials, including District Court judges, were in favor of a Tuesday board meeting.

Chairman Bowman said he had thought about it and didn't like it. He said his weekly schedule was set around regular Monday board meetings and suggested the Board maybe change its Monday meeting to 10:00 a.m. instead of 8:30 a.m.

Commissioner Small said he had researched the issue, even prior to taking office, and other counties had their regular meetings on Tuesday or Wednesday. Additionally, it would allow time to catch up on Mondays after the weekend and would allow employees to take a long weekend.

Commissioner Beaver said he was not opposed if it benefited the employees. He suggested someone draft a resolution to present to the Board for approval.

### Funding Requests

Commissioner Beaver said he was often approached at functions about Benton County providing money to other entities. He said he wanted to send out the message that all requests for funding should be sent through the County Administrator.

### JAG Grant

Chairman Bowman said the Sheriff contacted him about adding the JAG grant to the consent agenda because it was not presented in time to be included. He said with the Board's permission he would add it to the consent agenda and the Board agreed.

### Commissioner Appointments

Chairman Bowman said he would be gone later in the week and early next week to Portland for the NACO annual conference.

Additionally, the Governor had asked him to serve on a task force to participate in road issues and it was an opportunity for a medium size county to participate. He said with the Board's concurrence he would move forward with this appointment. He said the first meeting was the 19<sup>th</sup> and there would be a few other dates set. Commissioner Small agreed. Commissioner Beaver also agreed and said he wanted to support Commissioner Bowman with his efforts, however, the Board should review its travel budget and prioritize so it could afford special appointments like this. Chairman Bowman stated he anticipated the State would pick up any travel costs (other than gas) but he had not yet confirmed that.

Commissioner Beaver also commented about a request for the Board members to pay for a luncheon and said the County did not need to pay for his meals and he would pay for his own lunch. Commissioner Small agreed he would pay for his own as well.

### Meeting Cancellation

Mr. Sparks said that both Commissioner Bowman and Commissioner Small would be absent on July 18.

The Board cancelled the meeting on July 18 due to lack of quorum.

### West Richland Funding Request

The Board agreed to add the request to the list of funding requests that would be presented at Wednesday's special meeting. It was noted that just because it was on a list, did not mean it was approved.

### Historical Preservation Committee

Duane Davidson reviewed the approval of disbursements from the Historical Preservation Fund and said this was the third year to review grants. He said the fund was averaging income of \$3,000 per month, there was presently \$76,000 in the fund, and the grant approvals for this year totaled \$26,000. Additionally, they had gone to a paperless version of the application and the entire application process was completed on-line.

### Human Services – 2060 Funds

Ed Thornbrugh said they had four grant awards for 2060 funds and that two had proposed change in their work scope. He asked the Board if it wanted to see that summary in a letter or did it want the entities to come in person to the Board. The Board agreed to a letter.

The Board briefly recessed, reconvening at 9:03 a.m. for the regular session.

### Approval of Minutes

The Minutes of June 27, 2011 were approved.

### Consent Agenda

**MOTION:** Commissioner Small moved to approve the consent agenda items “a” through “w”, adding “x” (JAG grant). Commissioner Beaver seconded and requested the Human Services discussion be added for action under Unscheduled Visitors. Commissioner Small agreed to the friendly amendment and upon vote, the Board approved the following:

#### Auditor

- a. Letter to Washington State Auditor's Office

#### Commissioners

- b. Rural County Capital Funds Letter
- c. Canvassing Board Appointment
- d. Lease Amendment w/Benton-Franklin Human Services

#### Facilities

- e. Authorization to Purchase - WA State Contract from Total Filtration Services

#### Fairgrounds

- f. Temporary Pedestrian Bridge Agreement w/Benton Franklin Fair Association

#### Human Services

- g. Contract Amendment w/Ambitions Community Support Services, Inc. for Developmental Disabilities Services

- h. Contract Amendment w/Arc of Tri Cities for Developmental Disabilities Services
- i. Contract Amendment w/Educational Service District 123 for Substance Abuse Services
- j. Contract Amendment w/Goodwill Industries of the Columbia, Inc. for Developmental Disabilities Services
- k. Copier Lease Agreement w/Pacific Office Automation
- l. Contract Agreement w/Recovery Pointe for Substance Abuse Services
- m. Contract Amendment w/Columbia Industries for Developmental Disabilities Services
- n. Contract Amendment w/Dept of Social & Health Services, Rescinding Resolution 10-787
- o. Contract Amendment w/Lourdes Counseling Center for Substance Abuse Treatment
- p. Contract Amendment w/Nueva Esperanza Counseling Center
- q. Janitorial Services Agreement w/Three Brothers Cleaning Services

**Juvenile**

- r. Interagency Agreement w/St of WA, Administrative Office of the Courts

**Parks**

- s. Authorization to Pay Allen Buck Commercial Diving LLC for Removal of Debris

**Personnel**

- t. Subscription Agreement w/Teamsters Local Union for Sheriff's Corrections

**Sustainable**

- u. Contract Amendment w/Department of Ecology
- v. Nomination of Assistant Secretary for Fish, Wildlife & Parks

**Treasurer**

- w. Approval of Disbursements From the Historical Preservation Fund

**Sheriff**

- x. JAG Grant Approval

**Public Hearing - Southgate Water Company Franchise**

Sue Schuetze said the Southgate Water Company filed a petition to continue a nonexclusive franchise for a domestic water system within Benton County road right of way. She said that based upon current franchise requirements, her office recommended approval subject to the listed conditions.

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

**MOTION:** Commissioner Beaver moved to approve the franchise of Southgate Water Company subject to the listed conditions. Commissioner Small seconded and upon vote, the motion carried.

The Board agreed to discuss the Human Services 2060 funds issue.

**Human Services – 2060 Funds**

**MOTION:** Commissioner Beaver moved to approve Ed Thornbrugh to draft a letter outlining the changes in scope of work and make those changes as long as it met the intent and criteria. Commissioner Small seconded and upon vote, the motion carried.

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

#### **4-H Update**

Natalie Kinion, WSU updated the Board on the following 4-H activities:

- All-Club Community Service
- Demographics
- Gear Up for Fair Day
- First Robotics Competition
- 4-H Camp 2011
- Upcoming: Pasco Kiwanis' Public Presentation Day; Community Service Work Day; Benton-Franklin Fair & Rodeo; Junior Livestock Days

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

#### **Public Hearing - Olsen Brothers Ranches, Inc. Franchise**

Sue Schuetze summarized the application for franchise filed by Olsen Brothers Ranches, Inc. and said her office recommended approval, subject to the listed conditions.

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

**MOTION:** Commissioner Beaver moved to approve the franchise filed by Olsen Brothers Ranches, Inc. with the six conditions. Commissioner Small seconded and upon vote, the motion carried unanimously.

#### **Public Hearing – Zoning Ordinance Amendments**

Susan Walker, Mike Shuttleworth, and Valerie Smith reviewed the following zoning ordinance amendments:

##### **Light Industrial District**

Provides designated areas for industrial activities that require large parcel sizes and buffering from residential areas in the county. Uses found in Light Industrial include manufacturing facilities, research and development, lumberyards, and other uses that generally involve insignificant impacts to adjacent properties.

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

**MOTION:** Commissioner Beaver moved to approve the Light Industrial District Ordinance as shown as Exhibit CCM 1.1 and the Light Industrial District Official Zoning Map (Exhibit CCM 1.2) to be effective September 1, 2011 and adopt the Planning Commission's findings of fact as their own and sign the resolution. Commissioner Small seconded.

## Discussion

Chairman Bowman said he was bothered that no one was concerned about the medical marijuana issue and that it would come back to haunt the county.

Upon vote, the motion carried unanimously.

## Heavy Industrial District

Provides designated areas for industrial activities that are considered more intensive uses of land that may produce potentially offensive characteristics. Uses include manufacturing and processing plants, ironwork and metal fabrication, warehouses, auto wrecking yard, etc.

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

**MOTION:** Commissioner Small moved to approve the Heavy Industrial District Ordinance as shown as Exhibit CCM 2.1 and the Heavy Industrial Official Zoning Map (Exhibit CCM 2.2) to be effective September 1, 2011 and adopt the Planning Commission's findings of fact as their own and sign the resolution. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

## Park District

Lands designated as having natural, historic, or scenic qualities and include riverside or regional parks, trails, water activities, golf courses, reception facilities, museums, and utility pumping stations that can be accomplished through conditional use permits.

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

**MOTION:** Commissioner Beaver moved to approve the Park District Ordinance shown as Exhibit CCM 4.1 and the Park District Official Zoning Map (Exhibit CCM 4.2) to be effective September 1, 2011, adopt the Planning Commission's findings of fact as their own and sign the resolution. Commissioner Small seconded and upon vote, the motion carried.

## Unclassified District

An existing district that is being amended to designate the area known as the Hanford Site with its primary purpose to allow uses that reflect the current clean up and energy related activities.

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

**MOTION:** Commissioner Small moved to approve the Unclassified District Ordinance as shown on Exhibit CCM 3.1 and the Unclassified District Official Zoning Map (Exhibit CCM 3.2) to be effective September 1, 2011, adopt the Planning Commission's findings of fact as their own and sign the resolution. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:56 a.m.

### **Executive Session – Potential Litigation**

The Board went into executive session with special counsel Sarah Perry at 9:56 a.m. for approximately 20 minutes to discuss potential litigation. Also present were David Sparks, Ryan Brown, Ryan Lukson, Melina Wenner, and Loretta Smith Kelty.

The Board came out at 10:08 a.m. Ms. Perry said the Board discussed potential litigation and took no action.

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

### **Executive Session – Litigation Update**

The Board went into executive session with DPA Ryan Brown at 10:15 a.m. for approximately 30 minutes for a litigation update. Also present were David Sparks, Cami McKenzie, Ryan Lukson, Melina Wenner, and Loretta Smith Kelty. The Board came out at 9:40 a.m. Mr. Brown announced that no action was taken.

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

### **Executive Session – Personnel & Potential Litigation**

The Board went into executive session with DPA Steve Hallstrom at 10:45 a.m. for approximately 15 minutes to discuss a personnel issue and potential litigation. Also present were David Sparks, Cami McKenzie, Ryan Brown, Ryan Lukson, Loretta Smith Kelty, Melina Wenner, Judge Bob Ingvalson, and Jacki Lahtinen. The Board came out 11:00 a.m. Mr. Hallstrom stated that no decisions were made.

### **Claim for Damages**

CC 2011-20: Received on June 30, 2011 from Shane Fast; Jamie Fast; Robert Dalton Fast

### **Vouchers**

Check Date: 06/17/2011  
Warrant #: 36171-36406  
Total all funds: \$1,030,862.68

Check Date: 07/01/2011  
Warrant #: 37181-67432  
Total all funds: \$5,554.21

Check Date: 07/01/2011  
Warrant #: 37020-37172  
Taxes #01160711  
Total all funds: \$1,255,316.61

Check Date: 07/05/2011  
Taxes #: 10111071-1011073  
Warrant #: 37433-37456  
Total all funds: \$1,802,037.79

Check Date: 07/08/2011  
Warrant #: 37489-37607  
Total all funds: \$1,452,039.69

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

### **Resolutions**

- 11-438 Lease Amendment w/Benton-Franklin Human Services
- 11-439 Authorization to Purchase - WA State Contract from Total Filtration Services
- 11-440 Temporary Pedestrian Bridge Agreement w/Benton Franklin Fair Association
- 11-441 Contract Amendment w/Ambitions Community Support Services, Inc. for Developmental Disabilities Services
- 11-442 Contract Amendment w/Arc of Tri Cities for Developmental Disabilities Services
- 11-443 Contract Amendment w/Educational Service District 123 for Substance Abuse Services
- 11-444 Contract Amendment w/Goodwill Industries of the Columbia, Inc. for Developmental Disabilities Services
- 11-445 Copier Lease Agreement w/Pacific Office Automation
- 11-446 Contract Agreement w/Recovery Pointe for Substance Abuse Services
- 11-447 Contract Amendment w/Columbia Industries for Developmental Disabilities Services
- 11-448 Contract Amendment w/Dept of Social & Health Services, Rescinding Resolution 10-787
- 11-449 Contract Amendment w/Lourdes Counseling Center for Substance Abuse Treatment
- 11-450 Contract Amendment w/Nueva Esperanza Counseling Center
- 11-451 Janitorial Services Agreement w/Three Brothers Cleaning Services
- 11-452 Interagency Agreement w/St of WA, Administrative Office of the Courts
- 11-453 Authorization to Pay Allen Buck Commercial Diving LLC for Removal of Debris
- 11-454 Subscription Agreement w/Teamsters Local Union for Sheriff's Corrections
- 11-455 Contract Amendment w/Department of Ecology
- 11-456 Approval of Disbursements From the Historical Preservation Fund
- 11-457 JAG Grant Approval
- 11-458 Approval of Zoning Ordinance – Light Industrial
- 11-459 Approval of Zoning Ordinance – Heavy Industrial

- 11-460 Approval of Zoning Ordinance – Parks
- 11-461 Approval of Zoning Ordinance - Unclassified

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

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Clerk of the Board

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Chairman

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting  
July 13, 2011, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Justice Center, Kennewick, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Dave Pettey, Sheriff's Office; Dean Docken, Facilities; Public Works Manager Steve Becken; County Engineer Malcolm Bowie; Undersheriff Jerry Hatcher; Susan Walker, Planning; Central Services Manager Randy Reid; Clerk Josie Delvin; Eric Hsu, Public Defense Coordinator.

**Capital Improvement Plan (CIP) & Funding Requests**

Capital Improvement Plan

Mr. Sparks said this would be the first of probably three discussions regarding the Capital Improvement Plan. He said it was limited to county infrastructure issues and other funding requests were not included.

The Board then reviewed the department projects and briefly discussed the following as outlined in the CIP:

- Capital Fund
  - Demolition of Engineering Building
  - Annex/Juvenile Justice Parking Lot
  - Benton County Courthouse Renovation
  - District Court Jury Room Remodel
  - Central Services Projects
    - Storage Area Network (SAN) Expansion
    - Voice System Transition
    - Network Switches
    - Wireless Overlay Expansion
    - Computer Asset Management System

- Video Conferencing Upgrade & Infrastructure
  - Microsoft Enterprise Agreement
  - Server Virtualization
  - Voice System Upgrade
  - Expand Paging Phone System
- ER&R
  - Maintenance Shop – Kennewick Road Department
- Fairgrounds Improvement FUnd
  - Irrigation Infrastructure
- Jail Depreciation Reserve Fund
  - Kitchen Equipment Upgrade
  - OPTO22 Control System Upgrade
  - Master Control Operation Station Replacement
  - Digital Video Recorder Replacement
  - Video Visitation Upgrade
  - Jail Bunk Bed Ladders
  - Uninterruptible Power Supply Replacement
  - Maxxess Card Reader System Upgrade
  - Nortel Companion Wireless Phone System
- Park Development Projects
  - Badger Mountain – Orchard Trail
  - Horse Heaven Vista – Boundary Control and Signage
  - Horn Rapids Park – Compound Improvements; Road and Access; Parking Area; Water Trial; Online Campground Registration; Master Plan
  - Higgins Field – Road Access; Protection Measures; Groundwork
  - Two Rivers Park – Playground assessment; Restroom; Natural Trail Extension; Boat Launch – Parking; Boat Docks; Harbor
  - Vista Park – Removal and installation of new playground equipment
- REET Fund
  - Fairgrounds - HVAC Infrastructure; Electrical/Lighting; Buildings 3 & 4 – Remodeling; Building 5 – New Commercial Hearing & Air Conditioning
- REET Technology
  - Migration to Microsoft SQL Server
- Unfunded Source
  - Bert James Road
  - Coffin Road
  - Sellards Road
  - Travis Road
  - Pert Road

The Board requested that any safety items be identified, along with the different phases for the projects that were recommended by the IT Strategic Plan Report.

## Funding Requests

The Board briefly reviewed the list and the following comments were made:

Commissioner Beaver said the need of the County was to spend the money internally and he did not want to include these funding requests or unfunded projects in the CIP.

Commissioner Small said he agreed but commented that the Board still needed to review the requests further so the Board could make a decision.

Chairman Bowman said he also generally agreed. However, he felt that in order to deal with the ongoing future maintenance of the county, it needed to be proactive with economic development. He discussed money already spent on some of these projects (Clare Center, Red Mountain, Railroad Crossing for Kennewick to name a few) because these things allowed economic development. He said to stop doing that would be detrimental.

Commissioner Beaver said he had always been a proponent of economic development but not a big fan of requests from individuals for money. He said he wanted a different process in place so he and the Board were not put in the hot seat and approached at board meetings for funding.

The Board discussed drafting a letter or resolution that outlined the process in Benton County for funding requests. Chairman Bowman said it wouldn't be a problem to eliminate requests at board meetings since the County Administrator and/or the Chairman set the agenda.

## Red Mountain Request

Chairman Bowman said this was his request and was based on a discussion he had with Mike Shuttleworth on the best way to get the zoning ordinance on Red Mountain moving forward. He said the money was estimated to hire a consultant to complete the zoning process.

There was a discussion with the Planning Department on its ability to assist with this project. Ms. Walker said she had talked recently with the group and they were beginning to regroup and once they reached a consensus, the Planning Department would be able to help.

Mr. Shuttleworth added they had started the Planning Commission meetings to include the sub-areas into the Comprehensive Plan and Red Mountain would be a sub-area.

Commissioner Small said he was in favor of meetings between the groups to assess the situation before moving forward with a consultant. Commissioner Beaver said he agreed and wanted everyone to be ready before moving forward with a consultant.

Chairman Bowman recommended the Planning Department respond to Mr. Shaw at the Red Mountain AVA and state the County wanted to help in any way possible, but they needed to get a consensus of their group and let them be the focal point before the County stepped in to help.

The Board agreed to send a letter.

The meeting adjourned at approximately 11:45 am.

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Clerk of the Board

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Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	07/25/11	Execute Contract	_____	Consent Agenda
Subject:	Liquor License Application	Pass Resolution	XXX	Public Hearing
Prepared by:	Marilu Flores	Pass Ordinance	_____	1st Discussion
Reviewed by:	L Smith Kelty	Pass Motion	_____	2nd Discussion
		Other	_____	Other

### BACKGROUND INFORMATION

The Commissioners' Office received notice of a liquor license application from the WA State Liquor Control Board for Custom Bottling Company. Normal office procedures would be to forward a copy of the notice to the Benton County Planning Dept., Public Works Department and the Sheriff's Office for their review and/or comments.

The Planning Department commented on the application indicating that the desired area for the liquor license was currently zoned for agriculture and, by code, in order to have a domestic winery grapes needed to be grown on site. A letter dated July 6, 2011 addressing this issue was sent to the applicant by the Benton County Planning Department.

### SUMMARY

### RECOMMENDATION

Based on the information provided by the Benton County Planning Department, the Board should respond to the Liquor Board either approving or denying Custom Bottling Company's liquor license application

### FISCAL IMPACT

na

### MOTION

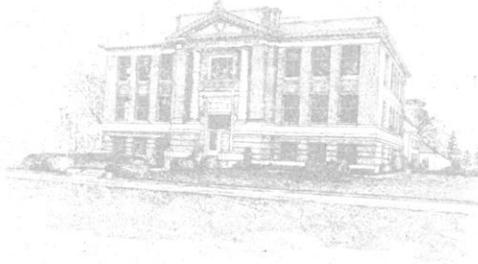
na - on consent agenda

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

## Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



July 25, 2011

Washington State Liquor Control Board  
License Division  
PO Box 43075  
Olympia, WA 98504-3075

Re: Custom Bottling Company Liquor License Application; License No. 408173 – 6F

To Whom It May Concern:

The Board of County Commissioners received liquor license application for Custom Bottling Company on June 27, 2011. After review from the Benton County Planning Department, it was discovered that this area is not currently zoned for agriculture and by code in order for this organization to have a domestic winery grapes need to be grown on site. Please see attached letter from the Benton County Planning Department to Mr. William Hamlin of Custom Bottling Company.

Based on this information, the Board of County Commissioners hereby denies approval of the applicant for a liquor license and has returned the Notice of Liquor License Application with this notation. Thank you for your time and the opportunity to comment on this matter.

Sincerely,

Leo Bowman, Chairman

cc: Commissioners  
Administration  
Planning Dept.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN OPERATING BUDGET FUND NUMBER 0124-101, DEPARTMENT NUMBER 000.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 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

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### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:  Dept Nbr:   
 Fund Name:  Fund Nbr:

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
575.400	3135	Maintenance/Repair Supplies	\$713	575.400	3501	Small Item Equipment	\$713
<b>TOTAL</b>			<b>\$713</b>	<b>TOTAL</b>			<b>\$713</b>

**Explanation:**

Transferring funds for small equipment purchases and replacement. Items will need to be placed on Fairgrounds inventory list.

Prepared by:  Date:

Approved  Denied  Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <u>7/25/11</u>  <b>Subject:</b> Moon Security Amendment  <b>Prepared by:</b> cmb _____ <b>Reviewed by:</b> <u>Isk</u>	<b>Execute Contract</b> _____ <b>Pass Resolution</b> <u>  x  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

Attached for Board review is the Personal Service Amendment with Moon Security Services. The Amendment has been reviewed and approved as to form by the Prosecuting Attorney's office.

**SUMMARY**

New installation services were not covered and some of the rates were incorrect on Exhibit A after a review was performed on the Moon Security contract. An Amendment has been prepared to cover "as needed" new installation services and Exhibit A will be replaced with a corrected Exhibit A.

**RECOMMENDATION**

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Amendment with the Moon Security Services.

**FISCAL IMPACT**

**MOTION**

Move the First Personal Service Contract Amendment with Moon Security Services to be approved.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF THE FIRST PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND MOON SECURITY SERVICES**

**WHEREAS**, per Resolution 11-160 the parties entered into a Personal Service Contract to provide regular security monitoring services and “as needed” on site repair services for all Benton County locations; and

**WHEREAS**, the parties wish to amend the Personal Service Contract terms and conditions to include “as needed” new installation services for all Benton County locations and update Exhibit A with the correct rates; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves the first personal service contract amendment between Benton County and Moon Security Services attached hereto; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman of the Board to sign the attached first personal service contract amendment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

# FIRST PERSONAL SERVICE CONTRACT AMENDMENT

**THIS FIRST PERSONAL SERVICE CONTRACT AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between Benton County, Washington hereinafter called "COUNTY" and Moon Security Services, Inc., Pasco, WA hereinafter called "CONTRACTOR".

**WHEREAS**, per Resolution 11-160 the parties entered into a Personal Service Contract to provide regular security monitoring services and "as needed" on site repair services for all Benton County locations; and

**WHEREAS**, the parties wish to amend the Personal Service Contract terms and conditions to include "as needed" new installation services for all Benton County locations; and

**NOW, THEREFORE**, in consideration of the payments, provisions, and agreements set forth in the Personal Service Contract, the parties agree that the Personal Service Contract is amended as follows:

1. The following shall replace Section 3a located in Section 3. Services Provided:
  - a. The CONTRACTOR agrees to provide regular security monitoring services, "as needed" on site repair services, and "as needed" new installation services for all Benton County locations in accordance with the CONTRACTORS price rates attached hereto as Exhibit A. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to CONTRACTOR leaving the work site.
2. Exhibit A shall be replaced with the attached Exhibit A dated 7-14-11.
3. All other terms and conditions remain the same.

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

Date: \_\_\_\_\_

Date: 7-15-11

**Benton County**

**Moon Security Services, Inc.**

\_\_\_\_\_  
Chairman

*Patricia A. Trainor*  
Signature

Approved as to Form

Patricia A. Trainor / Contract  
Print Name / Title *manager*

*[Signature]*  
Civil Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>  <b>Subject:</b> <u>Surplus of Personal Property</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> _____ <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

The Benton County Auditor is the Personal Property Manager and maintains and updated inventory listing of county Personal Property, and as listed on the attached Benton-Franklin Human Services, has a 2001 Chevrolet Impala which is no longer cost beneficial to operate. The Personal Property Manger and Human Services Administrator have determined that the vehicle is not desired by any other county department or office, and has an estimated value between \$50 and \$200.00.

**SUMMARY**

The Personal Property Manager and Human Services Administrator have declared the listed vehicle as surplus.

**RECOMMENDATION**

Sign the attached proposed Resolution to surplus the listed vehicle.

**FISCAL IMPACT**

None

**MOTION**

To approve signing the proposed Resolution for the vehicle listed as surplus of personal property in accordance with Resolution 07-752.

  
 \_\_\_\_\_  
 Signature

# RESOLUTION

BC Resolution No. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

RE: **IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752**

**WHEREAS**, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

**WHEREAS**, the Benton and Franklin Counties Department of Human Services has a 2001 Chevrolet Impala which is no longer cost beneficial to operate (see attached); and

**WHEREAS**, the Personal Property Manager and Benton and Franklin Counties Department of Human Services Administrator have determined that the vehicle is not desired by any other county department or office; and,

**WHEREAS**, the vehicle has an estimated value between \$50 and \$200; and,

**WHEREAS**, it is the recommendation of the Personal Property Manager and the Benton and Franklin Counties Department of Human Services Administrator that the vehicle be declared surplus; and,

**WHEREAS**, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

**BE IT RESOLVED**, that, based on the recommendation of the Personal Property Manager and as supported by the Benton and Franklin Counties Department of Human Services Administrator, that the vehicle is hereby surplused and a best effort is to be made to sell the listed personal property and, if not sold, be recycled as scrap.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_.

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member  
Constituting the Board of County  
Commissioners of Benton County, Washington**

Attest: \_\_\_\_\_  
**Clerk of the Board**

# ATTACHMENT A

## BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES SURPLUS VEHICLE AFFIDAVIT LIST

<u>VEHICLE ID NUMBER</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>
2G1WF55KX19321110	2001	CHEV/IMPALA

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Amendment #10/11-PREV-KCS-01 <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Execute Contract <u>  X  </u> Pass Resolution <u>  X  </u> Pass Ordinance        _____ Pass Motion            _____ Other                    _____		Consent Agenda <u>  X  </u> Public Hearing           _____ 1st Discussion         _____ 2nd Discussion        _____ Other                    _____	

**BACKGROUND INFORMATION**

In the matter of execution of Amendment #10/11-PREV-KCS-01 to provide prevention coordination services between Benton and Franklin Counties Department of Human Services and Knowledge Counseling Services. This Amendment serves to extend the end date of Agreement #10/11-PREV-KCS-00 to October 31, 2011, and increase the consideration amount from \$35,000.00 to \$55,000.00.

**SUMMARY**

**Award:** Consideration for this Agreement Amendment is \$55,000.00  
**Period:** July 1, 2010 through October 31, 2011  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Amendment
- Approve the proposed Amendment by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Division of Behavioral Health and Recovery and the Department of Social and Health Services. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Amendment #10/11-PREV-KCS-01 with Knowledge Counseling Services and to authorize the Chair to sign of behalf of the Board.



\_\_\_\_\_  
 Signature

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #10/11-PREV-KCS-01 TO PROVIDE PREVENTION COORDINATION SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND KNOWLEDGE COUNSELING SERVICES**

**WHEREAS**, this Amendment serves to extend the end date of Agreement #10/11-PREV-KCS-00 to October 31, 2011; and

**WHEREAS**, it also serves to increase the original consideration amount from \$35,000.00 to \$55,000.00; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect, **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #10/11-PREV-KCS-01.

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Amendment #10/11-PREV-KCS-01**

This Amendment 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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl. Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Knowledge Counseling Services**, a private non-profit agency, with its principal offices at 2120 W. Henry St., Pasco, WA 99301, (hereinafter "Contractor").

**Counties Contact Information:**

Edward Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Knowledge Counseling Services  
2120 W. Henry  
Pasco, WA 99301  
Phone: 509.544.0911  
Fax: 509.544.0922  
E-Mail: [knowledge@g.com](mailto:knowledge@g.com)

Is the Contractor a subrecipient for purposes of this Agreement ..... Yes  
CFDA Number (Federal Block Grant Funding) ..... 93.959

Agreement Start Date ..... July 1, 2010  
Agreement End Date ..... **October 31, 2011**

Consideration ..... \$55,000.00

Attachments incorporated into this Amendment ..... None

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For the Contractor:

 6-28-2011  
Director/Administrator Date

For Benton County:

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

\_\_\_\_\_  
Franklin County Commissioners Date

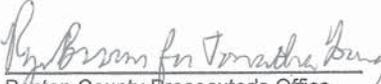
\_\_\_\_\_  
Attest: Clerk of the Board

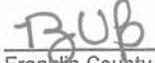
Approved as to Content:

Approved as to Form:

Approved as to Form:

  
Department of Human Services

  
Benton County Prosecutor's Office

  
Franklin County Prosecutor's Office

## PURPOSE

This Amendment to Agreement #10/11- PREV-KCS-00 serves to:

1. Increase the original Consideration amount from \$35,000 to \$55,000.
2. Extend the current Agreement four months.

The revised **Agreement End Date shall be October 31, 2011**, unless terminated sooner as set forth in the terms and provisions of the underlying Agreement. All other provisions set out in the underlying Agreement remain in full force and effect.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> Amendment #10/11-PREV-SHCN-01 <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Execute Contract <input checked="" type="checkbox"/>	<input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	<input type="checkbox"/>
	Pass Resolution <input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing <input type="checkbox"/>	<input type="checkbox"/>
	Pass Ordinance <input type="checkbox"/>	<input type="checkbox"/>	1st Discussion <input type="checkbox"/>	<input type="checkbox"/>
	Pass Motion <input type="checkbox"/>	<input type="checkbox"/>	2nd Discussion <input type="checkbox"/>	<input type="checkbox"/>
	Other <input type="checkbox"/>	<input type="checkbox"/>	Other <input type="checkbox"/>	<input type="checkbox"/>

**BACKGROUND INFORMATION**

In the matter of execution of Amendment #10/11-PREV-SHCN-01 to provide prevention services between Benton and Franklin Counties Department of Human Services and Safe Harbor Crisis Nursery. This Amendment serves to extend the end date of Agreement #10/11-PREV-SHCN-00 to October 31, 2011, and increase the consideration amount from \$36,000.00 to \$70,000.00.

**SUMMARY**

**Award:** Consideration for this Agreement Amendment is \$70,000.00  
**Period:** July 1, 2010 through October 31, 2011  
**Funding Source:** Division of Behavioral Health and Recovery

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Amendment
- Approve the proposed Amendment by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Division of Behavioral Health and Recovery and the Department of Social and Health Services. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Amendment #10/11-PREV-SHCN-01 with Safe Harbor Crisis Nursery and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #10/11-PREV-SHCN-01 TO PROVIDE PREVENTION SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SAFE HARBOR CRISIS NURSERY**

**WHEREAS**, this Amendment serves to extend the end date of Agreement #10/11-PREV-SHCN-00 to October 31, 2011; and

**WHEREAS**, it also serves to increase the original consideration amount from \$36,000.00 to \$70,000.00; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect; and

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #10/11-PREV-SHCN-01.

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board



## PURPOSE

This Amendment to Agreement **#10/11- PREV-SHCN-00** serves to:

1. Increase the original Consideration amount from \$36,000 to \$70,000.
2. Extend the current Agreement four months.

The revised **Agreement End Date shall be October 31, 2011**, unless terminated sooner as set forth in the terms and provisions of the underlying Agreement. All other provisions set out in the underlying Agreement remain in full force and effect.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> <u>Resolution: purchasing computer and printer consumables</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	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/SUMMARY INFORMATION**

The Benton-Franklin Department of Human Services purchases consumables like toner and ink cartridges throughout the budget period. The budget for Benton-Franklin Department of Human Services includes line items specifically for computer related consumables, which can fluctuate significantly throughout the course of a budget period. The Resolution would authorized Benton-Franklin Department of Human Services to purchase computer and printer consumables through multiple vendors to the amounts approved within in 2011-2012 budget, as adopted or amended, without soliciting formal bids or further authorization by the Boards of Benton County and Franklin County Commissioners.

**RECOMMENDATION**

- Sign and approve the Resolution for the purchase of computer and printer consumables

**FISCAL IMPACT**

This Resolution does not have any fiscal responsibilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing the Resolution authorizing Benton-Franklin Counties Department of Human Services to purchase computer and printer consumables, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF PURCHASING COMPUTER AND PRINTER CONSUMABLES**

**WHEREAS**, the Benton-Franklin Department of Human Services purchases consumables like toner and ink cartridges throughout the budget period; and

**WHEREAS**, the budget for the Benton-Franklin Department of Human Services includes line items specifically for computer related consumables, and

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

**WHEREAS**, the Benton-Franklin Department of Human Services regularly checks pricing with vendors that will provide competitive prices and services to deliver the consumables; **NOW THEREFORE**,

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

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

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

\_\_\_\_\_  
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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> <u>Resolution for purchasing computers, printers, network devices, software, and support</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	_____ <u>  X  </u> _____ _____ _____	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>	<u>  X  </u> _____ _____ _____ _____

**BACKGROUND/SUMMARY INFORMATION**

The Boards of Commissioners for Benton and Franklin County have approved the purchase of new and replacement computers, printers, networks devices, software license and support renewals as part of the Benton-Franklin Department of Human Services budget for 2011-2012. This Resolution would authorized Benton-Franklin Department of Human Services to purchase hardware and software from vendors on the small works roster or through the state bid list of which Benton County is a paid subscriber in the State Purchasing Cooperative in the amounts approved within the 2011-2012 budget, as adopted or amended, without soliciting competitive bids or further authorization by the Boards of Benton County and Franklin County Commissioners.

**RECOMMENDATION**

- Sign and approve the Resolution for the purchasing of computers, printers, network devices, software, and support

**FISCAL IMPACT**

This Resolution does not have any fiscal responsibilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing the Resolution authorizing Benton-Franklin Counties Department of Human Services to purchase computers, printers, network devices, software, and support, and to authorize the Chair to sign on behalf of the Board.



\_\_\_\_\_  
Signature

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF PURCHASING COMPUTERS, PRINTERS, NETWORK DEVICES, SOFTWARE, AND SUPPORT**

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

**WHEREAS**, most of the computers, printers, network devices, software products, and support used by the Benton-Franklin Department of Human Services are available through the small works roster or through contracts competitively solicited and negotiated through the state bid list, of which Benton County is a paid subscriber in the State Purchasing Cooperative; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County and Franklin County Commissioners that the Benton-Franklin Department of Human Services is authorized to purchase hardware and software from vendors on the small works roster or the state bid list of which Benton County is a paid subscriber in the State Purchasing Cooperative to the amounts approved within the 2011-2012 budget, as adopted or amended, without soliciting competitive bids or further authorization by the Board of Benton County and Franklin County Commissioners.

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

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

\_\_\_\_\_  
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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> <u>Amendment #09/10-DD-CDC-03</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

In the matter of execution of Amendment #09/10-DD-CDC-03 to provide developmental disabilities services between Benton and Franklin Counties Department of Human Services and Children's Developmental Center. This Amendment serves to extend the end date of Agreement #09/10-DD-CDC-00, Amendments #09/10-DD-CDC-01 and #09/10-DD-CDC-02 to September 30, 2011, and to amend Section 4, Statement of Work.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2009 through September 30, 2011  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Amendment
- Approve the proposed Amendment by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Amendment #09/10-DD-CDC-03 with Children's Developmental Center and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-CDC-03 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER**

**WHEREAS**, this Amendment serves to extend the end date of Agreement #09/10-DD-CDC-00, Amendments #09/10-DD-CDC-01, and #09/10-DD-CDC-02 to September 30, 2011; and

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

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

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-CDC-03.

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Franklin County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Amendment #09/10-DD-CDC-03**

This Amendment 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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Children's Developmental Center**, an independent non-profit entity, with its principal offices at 1549 Georgia Avenue SE, Suite A, Richland, WA 99352 (hereinafter "Contractor").

**Counties Contact Information:**

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**

Cathy Tames, Executive Director  
Children's Developmental Center  
1549 Georgia Ave. SE, Suite A  
Richland, WA 99352  
Phone: 509.735.1062 / Fax: 509.737.8492  
E-Mail: [cathyt@childrensdc.org](mailto:cathyt@childrensdc.org)

Is the Contractor a subrecipient for purposes of this Agreement..... No  
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date..... July 1, 2009

Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... **September 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Amendment..... None

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment

**For the Contractor:**

C. Tames

Title: ex. Director Date 6/28/11

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

[Signature]  
Department of Human Services

Approved as to Form:

[Signature]  
Benton County Prosecutor's Office

Approved as to Form:

[Signature]  
Franklin County Prosecutor's Office

## **PURPOSE**

By way of this Amendment, Agreement #09/10-DD-CDC-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2011.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2011 or a new 2011-13 biennial agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>	Execute Contract	<u>  X  </u>	Consent Agenda <u>  X  </u>
<b>Subject:</b> Amendment #09/10-DD-PHG-03	Pass Resolution	<u>  X  </u>	Public Hearing _____
<b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS	Pass Ordinance	_____	1st Discussion _____
<b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION**

In the matter of execution of Amendment #09/10-DD-PHG-03 to provide developmental disabilities services between Benton and Franklin Counties Department of Human Services and EnTrust Community Services. This Amendment serves to extend the end date of Agreement #09/10-DD-GW-00, Amendments #09/10-DD-PHG-01 and #09/10-DD-PHG-02 to September 30, 2011, and to amend Section 4, Statement of Work.

**SUMMARY**

**Award:** Consideration shall be Fee-For-Service  
**Period:** July 1, 2009 through September 30, 2011  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

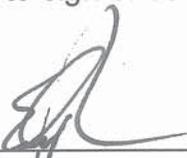
- Sign the Resolution to accept the proposed Amendment
- Approve the proposed Amendment by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Amendment #09/10-DD-PHG-03 with EnTrust Community Services, and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTION OF AMENDMENT #09/10-DD-PHG-03 TO  
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON  
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND  
ENTRUST COMMUNITY SERVICES**

**WHEREAS**, this Amendment serves to extend the end date of Agreement #09/10-DD-PHG-00, Amendments #09/10-DD-PHG-01, and #09/10-DD-PHG-02 to September 30, 2011; and

**WHEREAS**, this Amendment also serves to replace Section 4, Statement of Work; and

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

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Amendment #09/10-DD-PHG-03.

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Amendment #09/10-DD-PHG-03**

This Amendment 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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **EnTrust Community Services**, formerly Provident Horizon Group, a Washington State Non-Profit Corporation, with its principal offices at 1510 South 36<sup>th</sup> Avenue, Yakima, WA 98909 (hereinafter "Contractor").

**Counties Contact Information:**  
Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

**Contractor Contact Information:**  
Sherie Leadon, Chief Executive Officer  
EnTrust Community Services  
PO Box 9727  
Yakima, WA 98909-0727  
Phone: 509.423.4756 / Fax: 509.453.1614  
E-Mail: [leadons@entrustcs.org](mailto:leadons@entrustcs.org)

Is the Contractor a subrecipient for purposes of this Agreement..... No  
CFDA Number (Federal Block Grant Funding) .....N/A

Agreement Start Date.....July 1, 2009  
Agreement End Date (unless terminated sooner pursuant to the terms of the Agreement) ..**September 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Amendment  
Exhibit A  
Exhibit C

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

**For the Contractor:**

  
\_\_\_\_\_

Title: CEO Date 6-20-11

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

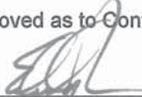
\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

\_\_\_\_\_  
Franklin County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

## PURPOSE

By way of this Amendment, Agreement #09/10-DD-PHG-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2011.
- Section 4, STATEMENT OF WORK: Direct Client Services 4.2 and 4.5 are replaced in their entirety with the following:

**4.2 Individual Supported Employment:** These services are part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These services help a person with developmental disabilities obtain and continue integrated, individual employment in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job. A detailed description of the Employment Phases is set forth in Exhibit "C" titled "Employment Phases and Billable Activities" which is attached hereto and incorporated herein by reference.

**4.5 Person-to-Person:** Through June 30, 2011, these services are a part of an individual's pathway to Individual Supported Employment. A client exclusively in Person-to-Person is not yet employed or is not stable in employment. If stable, the client should move to the appropriate service category. Person-to-Person supports and services may be needed to assist people with:

**4.5.1 Initial Planning:** System overview development of a person centered employment plan and/or preparing an individualized budget.

**4.5.2 Technical Assistance Services:** These services are provided by professionals specialized in an area that would benefit a client to move further on their pathway to employment. An example is assistive technology or a behavior specialist.

**4.5.3 Discovery:** Job preparation, exploration and/or volunteering in the community to achieve integration and employment.

Effective July 1, 2011, the Employment and Day service category Person to Person will be removed as an employment service category choice. All clients currently in Person to Person services will transition to a primary program over the next year through June 30, 2012. Primary employment service categories are:

- a) Individual Supported Employment;
- b) Group Supported Employment; and
- c) Prevocational /Specialized Industries

- Exhibit A is amended to include a new rate for Phase I billable activities of \$16.40 per hour.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2011 or a new 2011-13 biennial agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>7/25/2011</u>	Execute Contract	_____	Consent Agenda	<u>_x_</u>
Subject:	<u>Line item transfer</u>	Pass Resolution	<u>  x  </u>	Public Hearing	_____
Prepared by:	Linda Ivey	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Ed Thornbrugh	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

**BACKGROUND INFORMATION**

Benton-Franklin Counties Department of Human Services Fund 0108.101 Administration Department 560 will be paying Lease operating expenses (maintenance costs) to the Benton County Commissioners' Office. Funds need to be appropriated from a "Services" line item 0108.101.560.00000.560.110.4125 Janitorial Services and line item 0108.101.560.00000.560.110.4701Utilities to an "Interfund" line item 0108.101.560.00000.110.9104 Maintenance Costs.

**SUMMARY**

Maintenance costs need to be appropriated in the 2011-2012 budget from a "Services" line item to an "Interfund" line item.

**RECOMMENDATION**

Pass the Resolution and Attachment A – Line item transfer

**FISCAL IMPACT**

None

**MOTION**

Move that funds shall be transferred as outlined in Attachment A for the Benton-Franklin Department of Human Services to appropriate funds for Office Rent.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
DEPARTMENT OF HUMAN SERVICES FUND NUMBER 0108-101,  
DEPARTMENT NUMBER 560.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 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

cc: Human Services; Auditor; File

IVEY



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> Resolution: Requesting Greater Columbia Behavioral Health to contract with outpatient providers within Benton and Franklin Counties</p> <p><b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS</p> <p><b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract _____</p> <p>Pass Resolution <u>  X  </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>		<p>Consent Agenda <u>  X  </u></p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>	

**BACKGROUND/SUMMARY INFORMATION**

The purpose of this resolution is to request Greater Columbia Behavioral Health to directly contract with outpatient providers within Benton and Franklin Counties. It would be more efficient for Greater Columbia Behavioral Health to directly contract with outpatient providers as it would decrease the amount in administrative costs. Ed Thornbrugh, Administrator of Benton Franklin Counties Department of Human Services will continue to be the point of contact for network planning and monitoring. The Benton and Franklin Counties Department of Human Services will remain the contracted entity for Crisis Response services.

**RECOMMENDATION**

- Sign and approve the proposed resolution and letter

**FISCAL IMPACT**

This Resolution does not have any fiscal responsibilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing the resolution and letter requesting Greater Columbia Behavioral Health to directly contract with outpatient providers within Benton and Franklin Counties, and to authorize the Chair to sign on behalf of the Board.

  
\_\_\_\_\_  
Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**RE: REQUESTING GREATER COLUMBIA BEHAVIORAL HEALTH TO DIRECTLY CONTRACT WITH OUTPATIENT PROVIDERS WITHIN BENTON AND FRANKLIN COUNTIES**

**WHEREAS**, the purpose of this resolution is to request Greater Columbia Behavioral Health to directly contract with outpatient providers within Benton and Franklin Counties; and

**WHEREAS**, it is more efficient for Greater Columbia Behavioral Health to directly contract with outpatient providers; and

**WHEREAS**, it represents a decrease in administrative costs, and

**WHEREAS**, Ed Thornburgh, Administrator of Benton and Franklin Counties Department of Human Services will continue to be the primary point of contact for network planning and monitoring; and

**WHEREAS**, the Benton and Franklin Counties Department of Human Services will remain the contracted entity for Crisis Response services; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county this resolution and letter requesting Greater Columbia Behavioral Health to contract with outpatient providers within Benton and Franklin Counties.

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

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

\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board



July 8, 2011

Ken Roughton, Director  
Greater Columbia Behavioral Health  
101 N. Edison  
Kennewick WA 99336

Dear Mr. Roughton:

The purpose of this letter is to request that Greater Columbia Behavioral Health directly contract with outpatient providers within Benton and Franklin Counties. The Counties retain the rights and responsibility to select the providers within the counties and corresponding funding levels subject to GCBH Policy QM508. It is desired that this contracting begin with the next contracting cycle.

The administrator of Benton and Franklin Counties Department of Human Services, currently Ed Thornbrugh, will continue to be the primary point of contact for network planning and monitoring within Benton and Franklin Counties.

Future contracts for services with Benton and Franklin Counties Department of Human Services, a licensed provider, shall be limited to the crisis services performed by the Benton and Franklin Counties Crisis Response Unit and necessary supporting services, such as information systems.

Other outpatient services shall be contracted according to a Benton and Franklin County network plan that identifies the providers, special projects, funding methodology, and plans for one time payments outside of the funding formula. This plan shall be developed in partnership with your staff.

Sincerely,

---

Leo Bowman, Chair  
Benton County  
Board of County Commissioners

---

Robert E. Koch, Chair  
Franklin County  
Board of County Commissioners

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> <u>Blanket Service Contract #BSC-DESERTGREEN-2011/2012 with DesertGreen Lawn &amp; Tree Care LLC</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____	

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services would like to execute a Blanket Service Contract with DesertGreen Lawn & Tree Care LLC, to provide maintenance spraying and "as needed" snow removal services for Benton and Franklin Counties Department of Human Services locations.

**SUMMARY**

**Award:** Consideration will not exceed \$5,000.00, including W.S.S.T.  
**Period:** June 1, 2011 through May 31, 2012  
**Funding Source:** Fund 0108-101 Human Services

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Blanket Service Contract
- Approve the proposed Blanket Service Contract by signing all the copies where indicated

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Blanket Service Contract #BSC-DESERTGREEN-2011/2012 with DesertGreen Lawn & Tree Care LLC, and to authorize the Chair to sign of behalf of the Board.

*Mary C Diamp for Ed Thornbrugh*  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTION OF BLANKET SERVICE CONTRACT #BSC-DESERTGREEN-2011/2012 FOR MAINTENANCE SPRAYING AND "AS NEEDED" SNOW REMOVAL SERVICES WITH DESERTGREEN LAWN & TREE CARE LLC, FOR BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES LOCATIONS**

**WHEREAS**, this Blanket Service Contract with DesertGreen Lawn & Tree Care LLC, is to provide maintenance spraying and "as needed" snow removal for Benton and Franklin Counties Department of Human Services locations; and

**WHEREAS**, prices for said services are not to exceed \$5,000.00 including W.S.S.T.; and

**WHEREAS**, the Blanket Service Contract is effective June 1, 2011 through May 31, 2012; NOW THEREFORE,

**BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Blanket Service Contract; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Blanket Service Contract #BSC-DESERTGREEN-2011/2012 with DesertGreen Lawn & Tree Care LLC.

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

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

\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

**PUBLIC WORKS 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, and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter "COUNTY") and DESERTGREEN LAWN & TREE CARE LLC, a Washington corporation with its principal offices at 642 Truman Avenue, Richland, WA 99352 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Washington State Prevailing Wage Rates

**2. DURATION OF CONTRACT**

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

**3. SERVICES PROVIDED**

The COUNTY requires and the CONTRACTOR agrees to provide bareground weed control treatment, quarterly pest control, snow plowing services, and liquid de-ice services for the Crisis Response Unit located at 2635 West Deschutes Avenue, Kennewick, WA 99336. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law,

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>  <b>Subject:</b> <u>Professional Service Agreement #PSA-2011/13-Adolphsen-00</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	___X___ ___X___ _____ _____ _____	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>	___X___ _____ _____ _____ _____

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services would like to enter into a Professional Service Agreement with Sharon Adolphsen to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities for the 2011-2013 year.

**SUMMARY**

**Award:** Consideration shall be for a maximum of \$20,000.00  
**Period:** July 1, 2011 through June 30, 2013  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Professional Service Agreement
- Approve the proposed Professional Service Agreement by signing all the copies where indicated

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Agreement #PSA-2011/13-Adolphsen-00 with Sharon Adolphsen and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

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

**RE: IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICE AGREEMENT #PSA-2011/13-ADOLPHSEN-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SHARON ADOLPHSEN**

**WHEREAS**, this Professional Service Agreement serves to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities; and

**WHEREAS**, consideration for this Professional Service Agreement is \$20,000.00; and

**WHEREAS**, this Professional Service Agreement shall be effective July 1, 2011 through June 30, 2013; NOW THEREFORE,

**BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Professional Service Agreement; and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners, be and they hereby are, authorized to sign, on behalf of their respective county, Professional Service Agreement # PSA-2011/13-Adolphsen-00.

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Professional Services Agreement #PSA-2011/13-Adolphsen-00**

This Agreement 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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Sharon Adolphsen**, an individual, residing at 4504 Arlington Drive, West Richland, WA (hereinafter "Contractor").

Counties Contact Information:

Ed Thornbrugh, Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Suite 201  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: [edt@gov.wa.co.benton-franklin.us](mailto:edt@gov.wa.co.benton-franklin.us)

Contractor Contact Information:

Sharon Adolphsen, Coordinator  
Parent Coalition  
4504 Arlington Drive  
West Richland, WA 99353  
Phone: 509.967.0971  
E-Mail: [keithnsharon@frontier.com](mailto:keithnsharon@frontier.com)

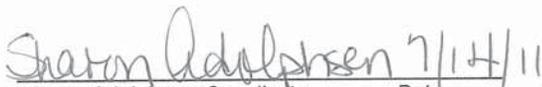
Agreement Start Date..... July 1, 2011  
Agreement End Date..... June 30, 2013

Consideration ..... \$20,000.00

Exhibits incorporated into this Agreement

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

  
Sharon Adolphsen, Coordinator      Date 7/14/11

For Benton County:

\_\_\_\_\_  
Benton County Commissioners      Date

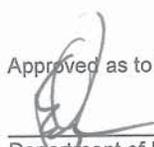
\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

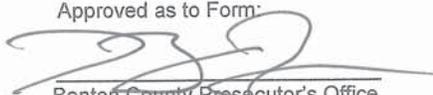
\_\_\_\_\_  
Franklin County Commissioners      Date

\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 07/25/11 F/C 08/03/11	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Personal Service Contract with Educational Services District 123	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Donna A. Lee	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Benton-Franklin Counties Juvenile Justice Center needs to contract with Educational Service District 123 to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached personal services contract with ESD 123 has been written to provide for the services as outlined in the CDDA (Chemical Dependency Disposition Alternative) portion of the Consolidated Juvenile Services contract between the Juvenile Court and the State of Washington.

**SUMMARY**

The actual costs for case management and services are outlined in the attached contract and paid from state funds. The term of the personal services contract coincides with the Consolidated Juvenile Services biennium and runs from July 1, 2011 through June 30, 2013.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between Educational Service District 123 and Benton-Franklin Counties Juvenile Justice Center for services.

**FISCAL IMPACT**

These are state funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract with ESD 123.

**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 EDUCATIONAL SERVICE DISTRICT 123, 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 Educational Service District 123, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2011 and terminating on June 30, 2013, for a maximum total amount payable by the Counties not to exceed Seven Thousand Dollars (\$7,000.00) **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 25<sup>th</sup> day of July 2011

**DATED** this 3<sup>rd</sup> day of August 2011

**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 SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND EDUCATION SERVICE DISTRICT 123

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Education Service District 123, with its principal offices at 3918 W Court St., Pasco, WA 99301, (hereinafter referred to as "Contractor").

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

**1. CONTRACT DOCUMENTS**

This Contract includes the following exhibits, which are incorporated herein by reference:

- A. Exhibit A, Specific Terms and Conditions;
- B. Exhibit B, Scope of Services;
- C. Exhibit C, CDDA Services Reimbursement Rates;
- D. Exhibit D, CDDA/Drug Court Referral Response Form;
- E. Exhibit E, CDDA Evaluation Report and Treatment Plan; and
- F. Exhibit F, Treatment Progress Report.

**2. DURATION OF CONTRACT**

The term of this Contract shall be July 1, 2011 through June 30, 2013. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**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, "Specific Terms and Conditions" and Exhibit B, "Scope of Services", which are attached hereto and incorporated herein by reference.

p. Termination of Personal Services Agreement w/Knowledge Counseling

<b>AGENDA ITEM:</b> Board Action	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA    X
<b>MEETING DATE:</b> B/C 07-25-11 F/C 8-03-11	Executive Contract    XX	PUBLIC HEARING
<b>SUBJECT:</b> Termination Knowledge Counseling Contract	Pass Ordinance	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Sharon Paradis	Pass Motion	2 <sup>nd</sup> DISCUSSION
	Other	OTHER XX

**BACKGROUND INFORMATION**

The Counties entered into a Personal Services Agreement with Knowledge Counseling in May 2011, to provide chemical dependency treatment services to youth under the Juvenile Court's Chemical Dependency Dispositional Alternatives grant. As Knowledge Counseling will not be a contracted chemical dependency treatment provider though the Benton and Franklin Counties Human Services Department for the entire 2012 and 2013 State Fiscal Year, the Juvenile Court is no longer able to contract with Knowledge Counseling to provide services to youth receiving treatment under the Chemical Dependency Disposition Alternatives FY 2012 and 2013 grant.

**SUMMARY**

The Personal Services Agreement between the Benton-Franklin Juvenile Justice Center and Knowledge Counseling should be terminated in the best interest of the Counties.

**RECOMMENDATION**

Sharon Paradis recommends that, in the best interest of the Counties, that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County terminate the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Knowledge Counseling.

**FISCAL IMPACT**

None, the grant funded contract services will be offered to an alternative provider.

**MOTION**

I move that the Board of Commissioners terminate the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Knowledge Counseling in the best interest of the Counties.

**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 TERMINATION OF THE PERSONAL SERVICES AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND KNOWLEDGE COUNSELING, BENTON COUNTY RESOLUTION 11 295 AND FRANKLIN COUNTY RESOLUTION 2011 160, and**

**WHEREAS**, Sharon Paradis, Administrator of the Benton-Franklin Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Agreement between the Benton-Franklin Juvenile Justice Center and Knowledge Counseling be terminated; and

**WHEREAS**, the Board of Benton County Commissioners and the Board of Franklin County Commissioners have determined that termination of the Personal Services Agreement between the Benton-Franklin Juvenile Justice Center and Knowledge Counseling, Benton County Resolution 11 295 and Franklin County Resolution 2011 160, is in the best interest of the Counties, **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners are, in the best interest of the Counties, terminating the Personal Services Agreement between the Juvenile Court and Knowledge Counseling, Benton County Resolution 11 295 and Franklin County Resolution 2011 160, and

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the attached termination letter.

**DATED** this 25<sup>th</sup> day of July, 2011  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 3rd day of August, 2011.  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

---

Chairman of the Board

---

Chairman of the Board

---

Member

---

Chairman Pro Tem

---

Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

---

Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

---

Clerk of the Board

---

Clerk of the Board

**Boards of County Commissioners**

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

**BENTON COUNTY**  
P. O. Box 190  
Prosser, WA 99350-0190  
(509) 786-5600

**FRANKLIN COUNTY**  
1016 North Fourth Avenue  
Pasco, WA 99301-3706  
(509) 545-3535

Brad Peck  
District 1  
Bob Koch  
District 2  
Rick Miller  
District 3

Mr. Bobby Guzman  
Mrs. Balvina Guzman  
dba Knowledge Counseling  
2120 West Henry St.  
Pasco, WA 99301

Re: Notice of Termination of Personal Services Agreement(s)

Dear Mr. and Mrs. Guzman:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Personal Services Agreement. This is notice by Benton County and Franklin County of the termination of the Personal Services Agreement signed by you on April 25, 2011 and by the Board of Benton County Commissioners, Resolution No. 11 295, and the Board of Franklin County Commissioners, Resolution No. 2011 160, on May 9, 2011 and May 16, 2011, respectively. The above referenced Personal Services Agreement is hereby terminated effective on August 20, 2011 pursuant to Section 9.A of the Personal Service Agreement.

Dated this 25th day of July, 2011

Dated this 3rd day of August, 2011

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Sharon A. Paradis Date  
Administrator, Benton-Franklin Juvenile Justice Center

AGENDA ITEM: Consent Agenda	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>  x  </u>
MEETING DATE: B/C 07-25-11 F/C 08-3-11	Executive Contract <u>      x      </u>	PUBLIC HEARING
SUBJECT: DSHS/JRA County Program Agreement # 1163-31860 for Short Term Transition Program (STTP)	Pass Resolution <u>      x      </u>	1 <sup>st</sup> DISCUSSION
Prepared By: Sharon Paradis	Pass Ordinance	2 <sup>nd</sup> DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), has been approved by the Benton County and Franklin County Board of Commissioners to house JRA youth in our Detention facility under the requirement of the Short Term Transition Program (STTP). The STTP transitions youth as they are released from a state institution to a group home up to a maximum of 30 days per youth. This is based on bed space availability.

The attached County Program Agreement # 1163-31860 continues that relationship for the biennium beginning July 1, 2011 and terminating on June 30, 2013.

**SUMMARY**

For the fiscal year 2012 and 2013, the State will pay the guaranteed rate of \$120.82 per youth per day for three (3) beds, plus an additional \$120.82 per youth per day for up to two (2) more youth for a maximum of five (5) youth per day.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Short Term Transition Program Contract and Resolution as outlined above.

**FISCAL IMPACT**

This program generates enough revenue to cover all cost associated to run the program and to house the youth.

**MOTION**

I move 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 Short Term Transition County Program Agreement # 1163-31860 and Resolution between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), for the period commencing July 1, 2011, and terminating June 30, 2013.

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE DSHS PROGRAM AGREEMENT # 1163-31860 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 program Agreement be approved as presented for a term commencing July 1, 2011 and terminating on June 30, 2013, **NOW, THEREFORE**

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

**DATED** this 25th day of July 2011  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 3rd day of August 2011  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board



**COUNTY**  
**PROGRAM AGREEMENT**  
**Short-Term Transition Program**

DSHS Agreement Number  
1163-31860

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

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Division of Community Programs

1122

5000CC-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Barbara Kraemer  
Business Manager

720 Sleater Kinney Rd SE, Ste.R  
P.O. Box 45721  
Olympia, WA 98504-5721

DSHS CONTACT TELEPHONE  
(360) 486-2241 Ext:

DSHS CONTACT FAX  
(360) 407-7284

DSHS CONTACT E-MAIL  
kraembj@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County and Franklin County

5605 W Canal Place, Suite 106  
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Sharon Paradis

COUNTY CONTACT TELEPHONE  
(509) 736-2722 Ext:

COUNTY CONTACT FAX  
(509) 222-2311

COUNTY CONTACT E-MAIL  
sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE  
7/1/2011

PROGRAM AGREEMENT END DATE  
6/30/2013

MAXIMUM PROGRAM AGREEMENT AMOUNT  
\$300,000.00

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:

Exhibits (specify):

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

\* See Attached Signature Page \*

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Del R. Hontanosas  
Grants and Contract Manager

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

*Sharon A. Paradis 7/19/2011*

Sharon A. Paradis, Juvenile Court Administrator

**BENTON COUNTY APPROVAL**

Approved as to Form:

*Stephen J. Hallstrom 07/11/11*  
Stephen Hallstrom, Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Leo M. Bowman  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

Clerk of the Board: \_\_\_\_\_

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Agreed Review Performed by Benton County  
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Robert E. Koch  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

Clerk of the Board: \_\_\_\_\_

<p>AGENDA ITEM: Consent Agenda  MEETING DATE: B/C 07-25-11 F/C 08-03-11  SUBJECT: <u>Sign County Program Agreement with DSHS/JRA Agreement 1163-30902 for WSART</u>  Prepared By: <u>Sharon Paradis</u>  Reviewed By: <u>Sharon Paradis</u></p>	<p><b><u>TYPE OF ACTION NEEDED</u></b></p> <p>Executive Contract        <u>  X  </u>  Pass Resolution            <u>  X  </u>  Pass Ordinance  Pass Motion  Other</p>	<p>CONSENT AGENDA    <u>  X  </u>  PUBLIC HEARING  1ST DISCUSSION  2ND DISCUSSION  OTHER</p>
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**BACKGROUND INFORMATION**

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), has asked to contract with the Benton-Franklin Juvenile Justice Center to provide Washington State Aggression Replacement Training (WSART) consultation to other counties as a quality assurance measure for this evidence-based program. The term of this agreement is July 1, 2011, to June 30, 2013.

**SUMMARY**

The state will pay according to the conditions set in Billing section of each programs' Scope of Work in the County Program Agreement.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement # 1163-30902.

**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 hereby authorized to sign, on behalf of their respective county, the Program Agreement for services between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term of July 1, 2011, through June 30, 2013.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON STATE DEPARTMENT OF SOCIAL & 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 # 1163-30902 between Washington State Department Of Social & Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2011 and terminating on June 30, 2013, NOW, THEREFORE

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

DATED this 25<sup>th</sup> day of July 2011.

DATED this 3rd day of August 2011

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



**COUNTY  
PROGRAM AGREEMENT  
WSART Consultation**

DSHS Agreement Number  
1163-30902

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	DSHS DIVISION Division of Treatment and Intergovernmental Prog	DSHS INDEX NUMBER 1122	DSHS CONTRACT CODE 5000CC-63
---------------------	---	---------------------------	---------------------------------

DSHS CONTACT NAME AND TITLE Jeff Patnode CJAA Program Administrator	DSHS CONTACT ADDRESS P.O. Box 45720 Olympia, WA 98504-
---	--

DSHS CONTACT TELEPHONE (360) 902-8086 Ext:	DSHS CONTACT FAX (360) 902-8108	DSHS CONTACT E-MAIL patnoja@dshs.wa.gov
---	------------------------------------	--

COUNTY NAME Benton County Franklin County	COUNTY ADDRESS Department of Human Services 7102 West Okanogan Place, Suite 201 Kennewick, WA 99336-
---	---

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001296	COUNTY CONTACT NAME Sharon Paradis
--	---------------------------------------

COUNTY CONTACT TELEPHONE (509) 736-2722	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 7/1/2011	PROGRAM AGREEMENT END DATE 6/30/2013	MAXIMUM PROGRAM AGREEMENT AMOUNT \$16,490.00
--	---	---

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:  
 Exhibits (specify): Exhibit A: Statement of Work

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

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 Contract Manager	DATE SIGNED
----------------	--	-------------

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

*Sharon A. Paradis 7/19/2011*

Sharon A. Paradis, Juvenile Court Administrator

**BENTON COUNTY APPROVAL**

Approved as to Form:

*Stephen Hallstrom 07/11/11*  
Stephen Hallstrom, Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Leo M. Bowman  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

Clerk of the Board: \_\_\_\_\_

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Agreed Review Performed by Benton County \_\_\_\_\_  
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Robert E. Koch  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

Clerk of the Board: \_\_\_\_\_

s. Agreement w/Zee Medical, Inc. for First Aid Kits and Supplies

<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>	
Meeting Date: <u>7/25/2011</u>	Execute Contract	<u>  x  </u>
Subject: <u>Zee Medical Contract</u>	Pass Resolution	<u>      </u>
	Pass Ordinance	<u>      </u>
Prepared by: <u>B.Perry</u>	Pass Motion	<u>      </u>
Reviewed by: <u>M.Wenner</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**

Zee Medical has provided a contract for Benton County to continue providing first aid supply services. All of our buildings, and some of our vehicles are required by health and safety regulations to be supplied with necessary first aid supplies.

**SUMMARY**

N/A

**RECOMMENDATION**

N/A

**FISCAL IMPACT**

\$7000 per year for a two year contract.

**MOTION**

**RESOLUTION**

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

**IN THE MATTER OF AUTHORIZING THE SERVICES CONTRACT BETWEEN ZEE MEDICAL, INC. AND BENTON COUNTY TO PROVIDE FIRST AID KITS AND SUPPLIES TO BENTON COUNTY FACILITIES AND VEHICLES.**

**WHEREAS, Zee Medical Inc. provides first aid supplies and restocks supplies at least quarterly or when requested;and**

**WHEREAS, Benton County is required by health and safety regulations to have first aid supplies available to employees; and**

**WHEREAS, The Safety and Training Coordinator recommends contracting with Zee Medical Inc. for the purpose of providing first aid kits and supplies; NOW THEREFORE**

**BE IT RESOLVED , by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the attached Agreement between Benton County and Zee Medical, Inc. in an amount not to exceed \$7000 per calendar year including WSST; and**

**BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Agreement; and**

**BE IT FURTHER RESOLVED, the attached Agreement commences June 22, 2011 and expires December 30, 2012.**

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

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Chairman Pro-Tem**

\_\_\_\_\_  
**Member**

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

## AGREEMENT

This Agreement is effective June 22, 2011 ("Effective Date") by and between **Zee Medical, Inc.** ("ZEE") and **Benton County, a political subdivision of the State of Washington with its principal offices located at 620 Market St., Prosser, WA 99350, (CUSTOMER)**, and additional offices located at (insert)

The parties have agreed as follows:

### **1. DESCRIPTION OF WORK:**

ZEE agrees to perform the following work for and upon the premises of CUSTOMER at the address given above, which work is described as follows:

ZEE shall provide all equipment, supervision, and supplies needed to maintain and restock all the first aid kits at the address given above once each month, in accordance with the terms of this Agreement.

### **2. WORK SCHEDULE**

Time is of the essence of this contract and ZEE agrees to perform the work with diligence, to furnish a sufficient number of skilled workmen and all necessary materials, supplies and equipment and, except for any extensions of time granted by CUSTOMER'S representative, to perform the work in compliance with the following work schedule:

ZEE will come on a set monthly schedule to be agreed upon by ZEE and CUSTOMER'S representative listed below to restock all first aid kits. If first aid kits need to be restocked more than once a month, CUSTOMER'S Representative will make arrangements with ZEE to restock more frequently than once per month.

CUSTOMER'S Representative(s): Bryan Perry

The term of this contract is from the effective date given above to Dec 30, 2012. The parties may agree to extend the term of this contract by mutual consent. Either party may terminate this contract at any time by giving the other party at least thirty (30) days' advance written notice. CUSTOMER'S obligation to pay ZEE for all products delivered shall survive the expiration or termination of the contract for any reason by either party.

### **3. ZEE'S DUTY TO REPLACE**

ZEE agrees to correct or replace, free of charge or expense to CUSTOMER, any defective labor, workmanship or materials performed or furnished under this contract.

#### **4. PAYMENT**

CUSTOMER agrees to pay ZEE for all products delivered by ZEE in connection with the restocking of the first aid kits (including all Federal, State and local taxes applicable to such products) as follows:

ZEE will invoice CUSTOMER on a monthly basis, by the 5th day of the month for all products stocked during the preceding month. One hundred percent (100%) of the invoiced amount for each calendar month will be paid net 30 days.

#### **5. INDEMNITY**

ZEE agrees to indemnify, defend, and save harmless CUSTOMER from and against any and all suits, actions, claims, damages or costs (including reasonable attorney's fees) ("Losses") arising out of: (i) the infringement or alleged infringement of any patent by any product or apparatus furnished by ZEE; (ii) any loss of or damage to the property of CUSTOMER; or (iii) any injury to or death of any person, in the event that any such Losses result from any act or omission, or any breach of any statutory duty, on the part of ZEE, its employees or agents occurring either in the performance of this contract or outside said performance but in, on or about the premises where the work is to be performed.

#### **6. INSURANCE**

ZEE shall carry insurance as specified below, which may be by self-insurance: Worker's Compensation insurance as required by statute and **General Liability, \$1,000,000; Auto Liability, \$1,000,000; and Umbrella Policy \$4,000,000.**

#### **7. SAFETY**

It shall be the duty of ZEE to provide for the safety of, and prevention of accident or injury to, ZEE and the employees, agents and invitees of ZEE while in, on or about the premises of CUSTOMER for the purpose of fulfilling Zee's obligations under this contract, and to comply with CUSTOMER'S safety rules (provided CUSTOMER has informed ZEE of its safety rules) and all applicable federal, state and local safety laws, rules, and regulations.

#### **8. ASSIGNMENTS AND AMENDMENTS**

Neither party may assign or transfer this contract or any interest hereunder without the written consent of the other party. This contract contains the entire understanding of the parties as to the subject matter hereof, and supersedes any prior or contemporaneous agreements or understandings, whether written or oral. This contract may not be amended except in writing, with the signatures of authorized representatives of both parties.

#### **9. NOTICE**

All notices required or permitted pursuant to this contract shall be in writing and shall be effective upon delivery if delivered in person, by courier service, by facsimile, or by certified mail with return receipt requested.

#### **10. SUCCESSORS**

This agreement shall bind the respective parties and their successors and assigns.

**11. APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of the State of California, without regard to the conflicts provision thereof. Any action arising out of this agreement shall be instituted and maintained in the courts of competent jurisdiction in Benton County.

**12. PUBLIC RECORDS ACT**

Zee hereby acknowledges that customer is a governmental entity and as such, is subject to the requirements of the Public Records Act, RCW 42.56 et. seg. Accordingly, to the extent a proper request is made, customer may be required by law to disclose any records within actual or constructive possession. Zee agrees to assist in the same.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the Effective Date by the signatures of their authorized representatives below.

**ZEE MEDICAL, INC.**

By :

Print Name:

Title:

*A*  
Michael Agnew  
West Region Manager

**CUSTOMER:**

By:

Print Name:

Title:

Approved as to form  
*[Signature]*  
Ryan Lukson  
Deputy prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b> 7/25/11 <b>Subject:</b> Contract <b>Prepared by:</b> <u>M. Wenner</u>	<b>Execute Contract</b> <b>Pass Resolution</b>	<u>  X  </u> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

Pacific MicroRem, Inc. provides annual preventive maintenance of metal detection and x-ray imaging equipment, field repair, operator training, etc. as outlined Exhibit A, Scope of Work.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Having been reviewed by Melina Wenner, Personnel/Risk Manager and Stephen Hallstrom, Civil DPA, we recommend the agreement be signed.

**FISCAL IMPACT**

Up to \$10,000 to be paid out of the Insurance Management Fund

# RESOLUTION

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

**IN THE MATTER OF AWARDING PACIFIC MICROREM, INC. A PERSONAL SERVICE CONTRACT FOR SERVICE TO X-RAY AND METAL DETECTOR MACHINES**

**WHEREAS**, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may 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 Pacific MicroRem, Inc. for service to X-ray and Metal Detectors in Benton County for 2010 via Resolution 10-317 and Resolution 10-392; and

**WHEREAS**, the Personnel/Risk Manager recommends entering into another contract for 2011 and 2012; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel/Risk Manager's recommendation and hereby awards the personal service contract to Pacific MicroRem, Inc. in an amount not to exceed \$10,000.00; and

**BE IT FURTHER RESOLVED**, that the Chairman is authorized to sign the attached personal service contract; and

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Pacific MicroRem, Inc.**, with its principal offices at **8905 NE 117 Avenue, Vancouver, Washington 98662**, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. **[Exhibit A, Scope of Work & Compensation]**

**2. DURATION OF CONTRACT**

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

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. *Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.*
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: July 25, 2011 Subject: <u>Line Item</u> <u>Transfer</u> 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 attached Exhibit A.

**SUMMARY**

Same as above

**RECOMMENDATION**

Pass resolution.

**FISCAL IMPACT**

None

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN INSURANCE MANAGEMENT FUND NUMBER 0504101, DEPARTMENT NUMBER 000.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 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

cc: Dept., Auditor, K. Mercer

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:  Dept Nbr:   
 Fund Name:  Fund Nbr:

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514-720	4131	Security	\$40,000	594-720	6401	Capital Outlay	\$40,000
TOTAL			\$40,000	TOTAL			\$40,000

**Explanation:**

Transfer needed to pay for Superior Court video security surveillance improvement project. The estimated total cost of the project is approximately \$60,000. Additional purchases will be made in 2013. Other funding sources for this project will come from trial court improvement and the Benton County Sheriff's Office.

Prepared by:  Date:

Approved  Denied  Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 7/25/11 <b>Subject:</b> Trainer Contract <b>Prepared by:</b> <u>M. Wenner</u>	<b>Execute Contract</b> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

See attached Benton County Guest Trainer Contract between Connie Poulsen and Benton County. Ms. Poulsen conducted five presentations for Benton County: One on July 19, 2011; two on July 20, 2011; and two on August 2011.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Having been reviewed by Melina Wenner, Personnel/Risk Manager, and Steve Hallstrom, Civil DPA, we recommend the agreement be signed.

**FISCAL IMPACT**

\$5,000.00 to be paid from the Insurance Management Fund

# 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 TRAINER CONTRACT BETWEEN BENTON COUNTY AND CONNIE POULSEN FOR TRAINING SERVICES.**

**WHEREAS**, the Personnel Resources Department offers various training to Benton County employees; and

**WHEREAS**, Connie Poulsen possesses the distinct skills/experience that the Personnel Resources is looking for; and

**WHEREAS**, the Personnel/Risk Manager and Connie Poulsen mutually agreed upon a total of five presentations for the following dates: One session on July 19, 2011, two sessions on July 20, 2011, and two sessions on August 9, 2011; and

**WHEREAS**, the Personnel/Risk Manager recommends approving the attached trainer contract;  
**NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached trainer contract between Benton County and Connie Poulsen in the amount of \$1,000 per training session for a total amount not to exceed \$5,000; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the attached trainer contract; and

**BE IT FURTHER RESOLVED** the five presentations shall be held on the following dates: One session on July 19, 2011, two sessions on July 20, 2011, and two sessions on August 9, 2011 but in any case will be completed within twelve months from July 19, 2011.

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

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Chairman Pro-Tem**

\_\_\_\_\_  
**Member**

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

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

## BENTON COUNTY TRAINER CONTRACT

Benton County ("COUNTY"), by and through the Benton County Personnel Department, and Connie Poulsen ("TRAINER"), agree that the TRAINER will furnish services for the COUNTY. It is understood and agreed that the TRAINER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services, that TRAINER understands and believes the services are being performed upon the following terms and conditions:

**TITLE OF PRESENTATIONS:** Creating a Respectful Workplace and Managing Across Generations

**FEE FOR FIVE PRESENTATIONS:** \$5000.00

**MAXIMUM COMPENSATION:** \$5000.00

**DATE OF PRESENTATIONS:** July 19, 2011: Creating a Respectful Workplace  
July 20, 2011: Creating a Respectful Workplace  
August 9, 2011: Managing Across Generations

**DURATION OF CONTRACT:** From July 19, 2011, but in any case not to exceed one year from date of execution.

**INDEPENDENT CONTRACTOR:** The parties agree that TRAINER is an independent contractor, and not an employee nor agent of Benton County. TRAINER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that TRAINER is an employee or agent of Benton County.

**LIABILITY COVERAGE:** The TRAINER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the TRAINER pursuant to this contract.

**TERMINATION OF CONTRACT:** The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

DATE: 7-5, 2011

### TRAINER



Trainer's Signature

Connie Poulsen

Print name

403 Lakeview Dr

Mailing Address

Spokane WA 99202

City State & Zip (Print)

(360) 477-2559

Day Phone

Home Phone

### APPROVED FOR BENTON COUNTY



Department Head

Chairman of the Board of Benton County Commissioners

  
(Approved as to form by the Benton County  
Prosecuting Attorney's Office)

*All information must be completed for contract to be valid.*

Guest Speaker Contract

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	7-25-2011	Execute Contract :	
Subject :	Traffic Control	Pass Resolution :	X
Prepared by :	NWC	Pass Ordinance :	
Reviewed by :	SWB	Pass Motion :	
		Other :	
			Public Hearing :
			1st Discussion :
			2 <sup>nd</sup> Discussion :
			Other :

w. Traffic Control on Country Meadows Estates

**BACKGROUND INFORMATION**

Portions of the Country Meadows subdivision located just south of Badger Road and 3.5 mi. west of I-82 in Kennewick have been completed and the roads within the subdivision have been accepted for maintenance by Benton County. Home construction has generated enough traffic that this department has been receiving calls about traffic safety issues including speeding. The current speed by default is 50 MPH on County Roads. Formal speed limits need to be established for these roads.

Local residents would like speed limits and stop signs established on these residential streets.

See attached vicinity map and Exhibit A "Country Meadows Vicinity Traffic Control".

**SUMMARY**

Those portions of the Country Meadows shown on the attached exhibit and map are comprised of residential streets that serve local traffic only. There is bicycle and pedestrian traffic that is common to residential neighborhoods.

**RECOMMENDATION**

Establish speed limits and other traffic control listed and shown on attached Exhibit A and vicinity map.

**FISCAL IMPACT**

Normal and routine traffic control included in the budget.

**MOTION**

Adoption of consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

## **Speed Limits and Stop signs on County Roads**

WHEREAS, the portions of the Country Meadows subdivision has been completed and the roads within the subdivisions have been accepted for maintenance by Benton County; and

WHEREAS, the County recommends placing Speed limits and Stop signs on said roads; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads designated on Exhibit A attached, shall be as follows;

SEE attached "Exhibit A" and vicinity map.

This resolution shall be effective July 25, 2011.

Dated this 25th day of July, 2011.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest : \_\_\_\_\_  
Clerk of the Board

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

SWB:NWC:

## EXHIBIT "A"

### Country Meadows Vicinity Traffic Control

**Sunset Meadow Loop** – Badger Road to Canyon Meadow Drive (Approx. .70 Mi.)

Speed Limit - 25 MPH

Stop Sign - Northbound traffic stop at Badger Road

Stop Sign - Northbound traffic stop at Canyon Meadow Drive

**Badger Meadow Drive** – Sunset Meadow Loop to End (Approx. .08 Mi.)

Speed Limit - 25 MPH

Stop Sign - Eastbound traffic stop at Sunset Meadow Loop

**Canyon Meadow Drive** – Sunset Meadow Loop to Country Meadow Lane (Approx. .37 Mi.)

Speed Limit - 25 MPH

Stop Sign - Eastbound traffic stop at Country Meadow Lane

Stop Sign - Westbound traffic stop at Sunset Meadow Loop

**Badger Meadow Drive** – Sunset Meadow Loop to Country Meadow Lane (Approx. .30 Mi.)

Speed Limit - 25 MPH

Stop Sign - Eastbound traffic stop at Country Meadow Lane

Stop Sign - Westbound traffic stop at Sunset Meadow Loop

**Country Meadow Lane** – Badger Road to Country Heights Drive (Approx. .54 Mi)

Speed Limit - 25 MPH

Stop Sign - Northbound traffic stop at Badger Road

Stop Sign - Southbound traffic stop at Country Heights

**Badger Meadow Drive** – Country Meadow Lane to End (Approx. .07 Mi.)

Speed Limit - 25 MPH

Stop Sign - Westbound traffic stop at Country Meadow Lane

**Country Heights Drive** – .4 Mi East of Country Meadow Lane to End (Approx. .61 Mi.)

Speed Limit - 25 MPH

**Colby Drive** – Country Heights Drive to End (Approx. .10 Mi.)

Speed Limit - 25 MPH

Stop Sign - Northbound traffic stop at Country Heights Drive

# Country Meadows Vicinity—Traffic Control



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CLODFELTER ROAD – CE 1778 CRP and LOCUST GROVE ROAD – CE 1838 CRP

WHEREAS, by resolution dated June 27, 2011, award was made to Tapani Underground, Inc., Battle Ground, Washington; and

WHEREAS, the contract in the amount of \$3,484,532.00 has been executed by Tapani Underground, Inc.; NOW, THEREFORE,

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

Dated this 25th day of July, 2011.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

SWB:LJM:slc

CONTRACT

THIS CONTRACT, made and entered into this 25th day of July, 2011, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and TAPANI UNDERGROUND, INC., P O Box 1900, Battle Ground, WA 98604, (hereinafter "the Contractor").

WITNESSETH:

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

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1978 CRP - Clodfelter Road and CE 1838 CRP - Locust Grove Road," and as described in and in accordance with the State of Washington 2010 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

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

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

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$3,484,532.00, payable as provided in the Contract Documents.

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

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

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

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

Executed by the Contractor  
Shane Tapani  
Shane Tapani, Vice President  
Tapani Underground, Inc.

COUNTY OF BENTON  
\_\_\_\_\_  
Chairman, Board of Commissioners  
Attest: \_\_\_\_\_  
Clerk of the Board  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Timothy  
Benton County Deputy Prosecuting Attorney  
Date: 6/27/11

ORIGINAL  
RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION INSPECTION OF COUNTY BRIDGES

WHEREAS, the Washington State Department of Transportation Bridge Preservation High  
Cost Bridge Inspection Program is ending on June 30, 2011 with the end of the biennium; and

WHEREAS, historically the Washington State Department of Transportation Bridge  
Preservation office has supplied equipment and personnel free of charge, allowing the Benton  
County Bridge Inspection Team the ability to inspect underneath bridges; and

WHEREAS, Benton County has received the information from Washington State Department  
of Transportation Bridge Preservation Office stating that costs for this service will no longer  
be paid for by the Highways & Local Programs local agency bridge program and the costs will  
now be the responsibility of the local agency requesting the service; and

WHEREAS, estimated hourly costs and per diem of providing this service have been  
presented to Benton County; and

WHEREAS, Public Works is recommending a ten year agreement with the Washington State  
Department of Transportation at a total estimated cost of \$25,000.00, subject to change by  
amendment and agreement by both parties; and

WHEREAS, because Benton County does not have the equipment needed to do mandatory  
inspections of certain bridges, the County Engineer and the Public Works Manager  
recommend that Benton County enter into an Agreement with Washington State Department  
of Transportation to allow the continued use of the Washington State Department of  
Transportation Bridge Preservation equipment and personnel to complete those inspections;  
and

WHEREAS, said Agreement has been Approved as to Form by the Prosecuting Attorney's  
office, NOW, THEREFORE

BE IT RESOLVED that the Bridge Inspection Agreement with Washington State Department of Transportation, be and is hereby approved and that the Chairman be authorized to sign the Agreement on behalf of Benton County.

Dated this 25th day of July 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

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

SWB:lss

<h2 style="margin: 0;">Bridge Inspection Agreement</h2>	<p>Local Agency and Address</p> <p>Name: Benton County  Address: P. O. Box 1001  City, State Zip: Prosser, WA 99350</p>
<p>Agreement Number</p> <p style="text-align: center;">GCA _____</p>	<p>Exhibits</p> <p>A. SCOPE OF WORK  B. COST RATES</p>

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named entity, hereinafter "LOCAL AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the LOCAL AGENCY, on a periodic basis, has a need to have certain bridges under its jurisdiction and responsibility regularly inspected, and

WHEREAS, WSDOT has the qualified personnel and equipment and is agreeable to performing the bridge inspection work as mutually agreed upon,

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, and provisions contained herein, and the attached Exhibits A and B, which are by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

### 1. GENERAL TERMS, SCOPE OF WORK, AND TERM

1.1 This Agreement provides the terms and conditions for WSDOT periodic bridge inspection work to be performed on LOCAL AGENCY-owned bridges at the LOCAL AGENCY's request and expense. The bridges to be inspected are listed in Exhibit A, Scope of Work. Also included in Exhibit A are the estimated hours to complete each type of inspection on each bridge and the next anticipated dates for their inspection.

1.2 The LOCAL AGENCY does not guarantee a minimum number of bridge inspection requests, and WSDOT does not guarantee the acceptance of any LOCAL AGENCY bridge inspection request(s). Should WSDOT decline to perform a requested bridge inspection for any reason, WSDOT shall not be liable for any costs incurred by the LOCAL AGENCY or damages incurred by any third party related to WSDOT's decision not to perform a requested bridge inspection.

1.3 WSDOT, on behalf of the LOCAL AGENCY or in conjunction with the LOCAL AGENCY, may perform bridge inspection work for the LOCAL AGENCY upon request. Bridge inspection requests for bridges not listed in Exhibit A shall be made in writing. Each request shall identify the bridge to be inspected and the type of inspection. WSDOT will respond in writing to the LOCAL AGENCY's request within fifteen (15) calendar days. WSDOT will identify the

<b><u>AGENDA ITEM</u></b>		<b><u>TYPE OF ACTION NEEDED</u></b>	
Meeting Date:	<u>July 25, 2011</u>	Execute Contract	_____
Subject:	<u>Piert Road</u>	Pass Resolution	_____
Prepared by:	<u>MJB</u>	Pass Ordinance	_____
Reviewed by:	<u>SWB</u>	Pass Motion	<u>XX</u>
		Other	_____
		Consent Agenda	<u>XX</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

Benton County has been invited by the Executive Director of the Freight Mobility Strategic Investment Board (FMSIB) to petition FMSIB to reactivate the Piert Road project, removing it from deferral to active, and to request matching funds.

**SUMMARY**

A joint letter has been prepared for signature.

**RECOMMENDATION**

Approve, by motion, the Chairman to sign the letter to the FMSIB Executive Director.

**FISCAL IMPACT**

Benton County is requesting construction match dollars in the amount of \$459,000.

**MOTION**

Approve as part of the Consent Agenda.

# RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: PIERT ROAD EXTENSION, C.E. 1619

WHEREAS, Benton County has been invited by the Executive Director of the Freight Mobility Strategic Investment Board (FMSIB) to petition FMSIB to reactivate the Piert Road project, removing it from deferral to active, and to request matching funds; and

WHEREAS, a joint letter has been prepared for signature requesting FMSIB to reactivate the Piert Road project and requesting matching funds in the amount of \$459,000; NOW, THEREFORE,

BE IT RESOLVED that the letter to the Executive Director of the Freight Mobility Strategic Investment Board requesting reactivation of the Piert Road project and requesting matching funds in the amount of \$459,000, be and hereby is approved, and the Chairman is authorized to sign said letter on behalf of Benton County.

Dated this 25th day of July 2011.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:MJB:slc

Steven W. Becken  
Public Works Manager

Malcolm Bowie, P.E.  
County Engineer

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

# Benton County

## Department of Public Works

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

July 25, 2011

Karen Schmidt, Executive Director  
Freight Mobility Strategic Investment Board  
P.O. Box 40965  
1063 Capitol Way • Room 201  
Olympia, WA 98504-40965

Re: Piert Road CE 1619

Dear Director Schmidt:

This letter is a follow up to the recent communications at the FMSIB meeting held at the Pasco Airport regarding the Benton County Piert Road Project. The Benton County Board of Commissioners is requesting the reactivation of this project. Piert Road is presently on the FMSIB deferred list. The project was placed on deferral in 2008.

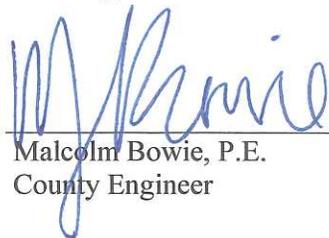
This project will create a new truck route that extends from the end of the S.R. 397 intertie to the end of Bowles Road creating a direct truck route between I-82 and the Finley industrial area. An exhibit map of the project has been enclosed for your information.

The Finley industrial area is home to Agrium U.S., Inc. and Columbia Colstor, two large freight movers in the county. This road will serve these existing industries as well as open up over 300 acres of undeveloped light industrial land by providing direct road access. Some of Benton County's partners in this project include Agrium U.S., Inc., Columbia Colstor, the Columbia Irrigation District and the Port of Kennewick.

Benton County plans to construct the project in 2012 with a portion of the project beginning this fall.

Funding for construction of the project will come from the Washington State Transportation Improvement Board and local funding. An exhibit has been enclosed that shows the proposed funding for the project. Benton County is asking FMSIB to match with \$459,000, which was the remaining amount that existed when the project was put into deferral. Thank you for your consideration.

Sincerely,



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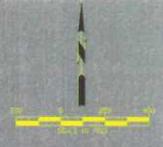
Malcolm Bowie, P.E.  
County Engineer

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Leo M. Bowman  
Chairman of the Benton County Board  
of Commissioners

Cc: File

T.8N, R.30E, W.M.



15 14  
22 23

22 23

22 23  
27 26

23 26

23 24  
21 25

BOWLES ROAD

COLUMBIA COLSTOR

COLSTOR SPUR

COLUMBIA COLSTOR

COLUMBIA COLSTOR

PORT OF KENNEWICK

COCHRAN ROAD

PORT OF KENNEWICK  
(LINDERSON WAY)

KENNEWICK GAME FARM

GAME FARM ROAD

LECHELT ROAD

PORT OF KENNEWICK

PORT OF KENNEWICK

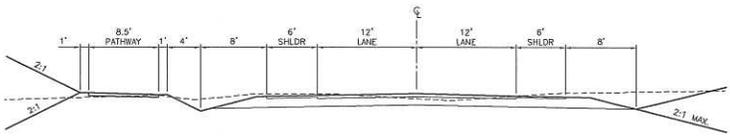
SR 377 (KEMICAL DRIVE)

BNSF INDUSTRIAL TRACK

**FINAL ALIGNMENT  
1.69 MILES**

**BEGIN PROJECT**

TYPICAL SECTION  
MIS



# BENTON COUNTY PIERT ROAD EXTENSION

FINAL ALIGNMENT  
EXHIBIT

## Funding Detail

Partnerships:		Anticipated	Committed	Total
<b>Public Sector Match</b>				
	Lead Agency Funds			\$ -
	County		\$ 1,241,000	\$ 1,241,000
	TIB		\$ 1,700,000	\$ 1,700,000
				\$ -
				\$ -
<b>Private Sector Match</b>				
	Industry		\$ 140,000	\$ 140,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Partnership Total</b>		\$ -	\$ 3,081,000	\$ 3,081,000

Funding Allocation:		PE	RW	CN	Total
<b>FMSIB Request</b>				\$ 459,000	\$ 459,000
<b>Committed Public Sector</b>					
	Lead Agency Funds				\$ -
	County	\$ 129,740	\$ 50,000	\$ 941,000	\$ 1,120,740
	TIB	\$ 308,132	\$ 30,000	\$ 1,500,000	\$ 1,838,132
					\$ -
					\$ -
<b>Committed Private Sector</b>					
	Industry		\$ 203,000		\$ 203,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Anticipated / Need</b>					\$ -
<b>Total</b>		\$ 437,872	\$ 283,000	\$ 2,900,000	\$ 3,620,872
	Tentative Dates	PE Completed	RW Completed	CN Ad Start	Completed

## Cash Flow Needs (\$1,000's):

	pre-2013	2013-2015	2015-2017	2017-2019	2019-2021	Total
Total PE Phase	\$ 438					\$ 438
Total RW Phase	\$ 283					\$ 283
Total Const. Phase	\$ 2,900					\$ 2,900
FMSIB Request	\$ 459					\$ 459
<b>Project Total</b>						\$ 3,621 100.0%
<b>Partnership Total</b>						\$ 3,162 87.3%
<b>FMSIB Total</b>						\$ 459 12.7%

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>July 25, 2011</u>	Execute Contract	_____
Subject:	<u>Purchase of exam gloves for Sheriff's Office</u>	Pass Resolution	<u>  x  </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	_____
Reviewed by:	<u>Keith Mercer</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

**SUMMARY**

The Sheriff's Office is running low on powder-free latex exam gloves in various sizes and needs to purchase more for their day-to-day jail operations. Quotes were received from Crown Paper, Airgas Safety, Bob Barker, Robinson Textiles, and Columbia Basin Paper. Crown Paper & Supply provided the lowest quote (see attached quote and spreadsheet).

**RECOMMENDATION**

The Jail Captain has reviewed the quotes for completeness and recommends purchasing powder-free latex exam gloves from Crown Paper & Janitorial Supply, Inc., Walla Walla, WA.

**FISCAL IMPACT**

The total payable to Crown Paper & Janitorial Supply, Inc., through September 1, 2011 shall not exceed \$10,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF POWDER-FREE LATEX EXAM GLOVES FROM CROWN PAPER AND JANITORIAL SUPPLY, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

**WHEREAS**, per resolution 11-403, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies from the Benton County Vendors list to provide a quote for powder-free latex exam gloves; and

Crown Paper & Janitorial Supply, Inc., Walla Walla, WA (see attached quote)  
Airgas Safety, Whittier, CA (see attached quote)  
Bob Barker Company, Inc., Fuquay-Varina, NC (see attached quote)  
Robinson Textiles, Gardena, CA (see attached quote)  
Columbia Basin Paper & Supply, Pasco, WA (see attached quote)

**WHEREAS**, Crown Paper & Janitorial Supply, Inc. has the lowest price for powder-free latex exam gloves; and

**WHEREAS**, the Jail Captain has reviewed the quotes for completeness and recommends purchasing powder-free latex exam gloves from Crown Paper & Janitorial Supply, Inc., Walla Walla, WA; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of powder-free latex exam gloves from Crown Paper & Janitorial Supply, Inc., Walla Walla, WA through September 1, 2011 with the total amount payable not to exceed \$10,000.00 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>July 25, 2011</u>	Execute Contract	_____
Subject:	<u>Purchase of paper products and gloves for Sheriff's Office</u>	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared by:	<u>D. Pettey</u>	Other	_____
Reviewed by:	<u>Keith Mercer</u>		
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

**SUMMARY**

The Sheriff's Office is running low on roll paper towels, tri-fold paper towels, soufflé cups, and food service gloves and needs to purchase more for their day-to-day jail operations. Quotes were received from Crown Paper, Airgas Safety, and Columbia Basin Paper. Columbia Basin Paper & Supply provided the lowest quote (see attached quote and spreadsheet).

**RECOMMENDATION**

The Jail Captain has reviewed the quotes for completeness and recommends purchasing white roll paper towels, white tri-fold paper towels, polypropylene service gloves, soufflé cups and other miscellaneous items from Columbia Basin Paper & Supply, Pasco, WA.

**FISCAL IMPACT**

The total payable to Columbia Basin Paper & Supply, through September 1, 2011 shall not exceed \$10,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF PAPER PRODUCTS, GLOVES AND OTHER MISCELLANEOUS ITEMS FROM COLUMBIA BASIN PAPER & SUPPLY FOR THE BENTON COUNTY SHERIFF'S OFFICE

**WHEREAS**, per resolution 11-403, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies from the Benton County Vendors list to provide a quote for paper products, gloves and other miscellaneous items; and

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

**WHEREAS**, Columbia Basin Paper & Supply has the lowest price for white roll paper towels, white tri-fold paper towels, polypropylene service gloves and soufflé cups; and

**WHEREAS**, the Jail Captain has reviewed the quotes for completeness and recommends purchasing white roll paper towels, white tri-fold paper towels, polypropylene service gloves, soufflé cups and other miscellaneous items from Columbia Basin Paper & Supply, Pasco, WA; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of white roll paper towels, white tri-fold paper towels, polypropylene service gloves, soufflé cups and other miscellaneous items from Columbia Basin Paper & Supply, Pasco, WA through September 1, 2011 with the total amount payable not to exceed \$10,000.00 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7-25-11</u>	Execute Contract	_____
Subject: <u>Vehicle</u> <u>Purchase for</u> <u>Sheriff's Office</u>	Pass Resolution	<u>  X  </u>
	Pass Ordinance	_____
Prepared by: <u>David V. C.</u> <u>Petty</u>	Pass Motion	_____
	Other	_____
Reviewed by: <u>Keith Mercer</u>	Consent Agenda	<u>  X  </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

### BACKGROUND INFORMATION

The Benton County Sheriff's office charges work crew participants \$5/day (bus fee). This money is set aside for the periodic replacement of Work Crew vehicles.

### SUMMARY

The Sheriff's Office would like to purchase one (1) 2011 Ford Econoline XL Van that will be used exclusively for the Benton County Jail Work Crew Programs from state contract #06310.

### RECOMMENDATION

The Jail Captain recommends purchasing one 2011 Ford Econoline XL Van from Columbia Ford Mercury Lincoln off Washington State Contract No. 06310.

### FISCAL IMPACT

The total cost of the vehicle is \$24,861.67 including WSST with a total amount not to exceed \$25,500.00 including WSST. This purchase will be paid out of the Work Crew Replacement Fund.

Additional costs (not covered by this resolution) will include the purchase of Decals from Fastsigns (\$991.75), and the installation of radio equipment from Day Wireless (\$435.91).

### MOTION

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A VEHICLE FROM COLUMBIA FORD MERCURY LINCOLN OFF WASHINGTON STATE CONTRACT NO. 06310 FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WA

**WHEREAS**, per Resolution 09-858 dated December 14, 2009 Benton County and the State of Washington, Department of General Administration, Office of State Procurement entered into an Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity; and

**WHEREAS**, Washington State Contract No. 06310 allows for the purchase of vehicles; and

**WHEREAS**, the Sheriff's Office would like to purchase one (1) 2011 Ford Econoline XL Van for use with the Benton County Jail Work Crew Program; and

**WHEREAS**, the purchase price inclusive of WSST is approximately:

One (1) 2011 Ford Econoline XL Van per State Contract No. 06310 for a total of \$24,861.67

**WHEREAS**, the Jail Captain recommends purchasing one 2011 Ford Econoline XL Van from Columbia Ford Mercury Lincoln off Washington State Contract No. 06310; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Jail Captain's recommendation and approves the purchase of one 2011 Ford Econoline XL Van from Columbia Ford Mercury Lincoln off Washington State Contract No. 06310 in the amount of \$24,861.67 including WSST with a total amount not to exceed \$25,500.00 including WSST

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>7-25-11</u>	Execute Contract	_____
Subject:	<u>Uniform Resolution</u>	Pass Resolution	<u>  x  </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND / SUMMARY INFORMATION**

Per Resolution 06-741, the Sheriff, Undersheriff, Patrol Captain, Corrections Captain, Civil Lieutenant, and Medical Captain received a \$500 clothing allowance for uniforms and/or other attire at the discretion of the Sheriff. However, \$500 is insufficient to fully outfit new personnel with the required uniforms due to the increase in uniform costs. Instead, the money spent on uniforms and uniform accessories for the Sheriff's Office shall be at the discretion of the Sheriff as long as it is within the constraints of the Sheriff's Office uniform budget(s). It has also been determined that other attire will no longer be reimbursed.

**RECOMMENDATION**

Approve Resolution

**FISCAL IMPACT**

Confined to the constraints of the uniform budget(s)

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING UNIFORM AND UNIFORM ACCESSORY PURCHASES FOR THE SHERIFF, UNDERSHERIFF, PATROL CAPTAIN, CORRECTIONS CAPTAIN, CIVIL LIEUTENANT, AND MEDICAL CAPTAIN OF THE BENTON COUNTY SHERIFF'S OFFICE AND RESCINDING RESOLUTION 06-741

WHEREAS, the Sheriff, Undersheriff, Patrol Captain, Corrections Captain, Civil Lieutenant, and Medical Captain are either "fully commission" or "limited commission" officers and are required to wear designated uniforms as set forth in RCW 36.28.170; and

WHEREAS, money spent on uniforms and uniform accessories for the Sheriff's Office should be at the discretion of the Sheriff as long as it is within the constraints of the Sheriff's Office uniform budget(s); NOW, THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board approves uniform and uniform accessory purchases for the Sheriff, Undersheriff, Patrol Captain, Corrections Captain, Civil Lieutenant, and Medical Captain of the Benton County Sheriff's Office in an amount to be determined at the discretion of the Sheriff as long as it is within the constraints of the Sheriff's Office uniform budget(s); and

BE IT FURTHER RESOLVED, the uniforms and uniform accessories shall meet the requirements set forth in RCW 36.28.170; and

BE IT FURTHER RESOLVED, Resolution No. 06-741 is hereby rescinded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>7/25/11</u>	Execute Contract	_____
Subject:	<u>Day Wireless Maintenance Agreement</u>	Pass Resolution	<u>  x  </u>
Prepared by:	<u>D Pettey</u>	Pass Ordinance	_____
Reviewed by:	<u>Keith Mercer</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office Custody Department has 85 XTS portable radios that need continued maintenance for day-to-day Sheriff's Office operations.

The Sheriff's office has used Day Wireless to provide this service in the past (see resolutions 09-476 and 10-450).

**SUMMARY**

**RECOMMENDATION**

The Benton County Sheriff's Office recommends continuing the Radio Maintenance Agreement with Washington Communications LLC, doing business as Day Wireless Systems.

The Maintenance Agreement was reviewed and approved by Benton County Civil PA Ryan Lukson.

**FISCAL IMPACT**

The cost of continuing the Radio Maintenance Agreement for 85 XTS radios is \$690.42 per month including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE PORTABLE RADIO MAINTENANCE AGREEMENT BETWEEN WASHINGTON COMMUNICATIONS LLC, DOING BUSINESS AS DAY WIRELESS SYSTEMS, AND BENTON COUNTY

**WHEREAS**, the Benton County Sheriff's Office Custody Department has 85 XTS portable radios; and

**WHEREAS**, Resolution 10 450 authorized a Radio Maintenance Agreement for XTS radios which will expire July 31, 2011; and

**WHEREAS**, the cost of continuing the Radio Maintenance Agreement for 85 XTS radios is \$690.42 per month including WSST; and

**WHEREAS**, the Benton County Sheriff's Office recommends continuing the Radio Maintenance Agreement with Washington Communications LLC, doing business as Day Wireless Systems; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby authorizes the Chairman to sign the attached Radio Maintenance Agreement with Washington Communications LLC, doing business as Day Wireless Systems, for a contract amount of \$690.42 per month including WSST; and

**BE IT FURTHER RESOLVED** that the term of the attached Maintenance Agreement commences August 1, 2011 and expires on December 31, 2012.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board



# MAINTENANCE AGREEMENT

www.daywireless.com

Company Number		
<input type="checkbox"/> 03	<input type="checkbox"/> 13	<input checked="" type="checkbox"/> 18
<input type="checkbox"/> 04	<input type="checkbox"/> 15	<input type="checkbox"/> 20
<input type="checkbox"/> 11	<input type="checkbox"/> 16	<input type="checkbox"/> _____
CUSTOMER NO. 33255		SHOP NO. 1806
AGREEMENT DATE 6-08-11		CONTRACT NO. 1981-00
DATE MAINTENANCE BEGINS 8-01-2011		TAX Y
DATE MAINTENANCE ENDS 12-31-12		STATE WA
NEGOTIATED BY Ramona Reitan		COUNTY CODE 302

FCC LICENSEE		
COMPANY NAME Benton County Jail		
ADDRESS 7122 W Okanogan		
CITY Kennewick	STATE WA	ZIP 99337

**NEW**     
  **SUPERSEDE**     
  **ADD/UPDATE**     
  **DELETE**     
  **CANCEL**

**BILLING PERIOD**     
  **MONTHLY**     
  **QUARTERLY**     
  **SEMI ANNUAL**     
  **ANNUAL**

NO. UNITS	DESCRIPTION	TYPE	PLACE OF SERVICE	MONTHLY FEES	
				PER UNIT	TOTAL
	205CJM6172, 205CJM6173, 205CJM6174, 205CJM6207				
	205CJM6175, 205CJM6176, 205CJM6177, 205CJM6178				
	205CJM6179, 205CJM6180, 205CJM6181, 205CJM6182				
	205CJM6183, 205CJM6184, 205CJM6185, 205CJM6186				
	205CJM6187, 205CJM6188, 205CJM6189, 205CJM6190				
	205CJM6191, 205CJM6192, 205CJM6193, 205CJM6194				
	205CJM6195, 205CJM6196, 205CJM6197, 205CJM6198				
	205CJM6199, 205CJM6200, 205CJM6201, 205CJM6202				
	205CJM6203, 205CJM6204, 205CJM6205, 205CJM6206				
	205CJK4273, 205CJK4274, 205CJK4275, 205CJK4276		85 Units	7.50	\$637.50
	205CJK4277, 205CJK4278		Tax	8.3%	\$ 52.92
	NOTE: contract does not cover liquid or physical damage		total monthly charge		\$690.42
	Covers the radio only, no accessories				

THE TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT ARE PRINTED ON THE SECOND PAGE

CLIENT		DAY WIRELESS SYSTEMS	
FCC LICENSEE		DATE	
WITNESS		WITNESS	
_____		_____	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	



# MAINTENANCE AGREEMENT

www.daywireless.com

Company Number		
<input type="checkbox"/> 03	<input type="checkbox"/> 13	<input checked="" type="checkbox"/> 18
<input type="checkbox"/> 04	<input type="checkbox"/> 15	<input type="checkbox"/> 20
<input type="checkbox"/> 11	<input type="checkbox"/> 16	<input type="checkbox"/> _____
CUSTOMER NO. 33255		SHOP NO. 1806
AGREEMENT DATE 6-8-11		CONTRACT NO. 1981-00
DATE MAINTENANCE BEGINS 08-01-2011		TAX Y
DATE MAINTENANCE ENDS 12-31-12		STATE WA
NEGOTIATED BY Ramona Reitan		COUNTY CODE 302

FCC LICENSEE		
COMPANY NAME Benton County Jail		
ADDRESS 7122 W Okanogan		
CITY Kennewick	STATE WA	ZIP 99337

NEW     
  SUPERSEDE     
  ADD/UPDATE     
  DELETE     
  CANCEL

BILLING PERIOD     
  MONTHLY     
  QUARTERLY     
  SEMI ANNUAL     
  ANNUAL

NO. UNITS	DESCRIPTION	TYPE	PLACE OF SERVICE	MONTHLY FEES	
				PER UNIT	TOTAL
85	XTS2500 Portable radios: serial numbers defined below				
	205CFT3893, 205CFT3896, 205CFT3897, 205CFT3891				
	205CFT3892, 205CFT3898, 205CFT3895, 205CFT3890				
	205CFT3894, 205CGD1970, 205CGD1960, 205CGD1962				
	205CGD1967, 205CGD1964, 205CGD1963, 205CGD1966				
	205CGD1968, 205CGD1969, 205CGD1965				
	205CHD1136, 205CJM6149, 205CJM6150, 205CJM6151				
	205CJM6152, 205CJM6153, 205CJM6154, 205CJM6155				
	205CJM6156, 205CJM6157, 205CJM6158, 205CJM6159				
	205CJM6160, 205CJM6161, 205CJM6162, 205CJM6163				
	205CJM6164, 205CJM6165, 205CJM6166, 205CJM6167				
	205CJM6168, 205CJM6169, 205CJM6170, 205CJM6171				
	CONTINUED ON PAGE 2				

THE TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT ARE PRINTED ON THE SECOND PAGE

CLIENT		DAY WIRELESS SYSTEMS	
FCC LICENSEE	DATE	7/6/11	
WITNESS	WITNESS		
_____	AUTHORIZED SIGNATURE	 AUTHORIZED SIGNATURE	

NOTE: Make sure the second page is initialed by the customer.

# DAY WIRELESS SYSTEMS

# MAINTENANCE AGREEMENT

## TERMS & CONDITIONS

1. **DEFINITIONS.** "DWS" shall mean Day Wireless Systems. "Licensee" shall mean and apply to the FCC Licensee, or the User, or the Purchaser of the equipment to be maintained by the terms of this agreement.
2. **PERFORMANCE OF MAINTENANCE.** DWS agrees to provide maintenance (as defined below) for the Licensee of the equipment described on the previous page of this agreement beginning and ending on the dates indicated in consideration of Licensee's payment of the monthly maintenance charges. Maintenance shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage.
3. **MAINTENANCE STANDARDS.**
  - a. The equipment will be maintained by DWS in accordance with these standards: (I) Motorola parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required. Maintenance service does not insure uninterrupted operation of the equipment.
  - b. EXCEPT FOR THE FOREGOING, DWS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **TIME AND PLACE OF MAINTENANCE WORK.** Maintenance work on the base station and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light, and power at the locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the previous page of this agreement.
5. **EXCLUSIONS.**
  - a. This agreement does not include maintenance of any transmission line, antennas, tower, or tower lighting, unless such work is described on the previous page of this agreement, such maintenance may be furnished upon request at mileage, materials, and labor rates prevailing at the time of each call.
  - b. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject.
6. **PAYMENT.**
  - a. DWS shall invoice Licensee on a monthly, quarterly, semi annual or annual basis for all amounts due under this agreement. Licensee agrees that payment shall be made in ten (10) days after the date of the invoice.
  - b. Each invoice shall be due and payable whether or not the equipment is operating, and DWS may terminate this agreement by giving Licensee ten (10) days notice by certified mail if the Licensee defaults in its payment to DWS.
7. **FCC RECORDS.** Application and statements of fact when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, DWS will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting those requirements.
8. **INTERRUPTION OF SERVICE.** The Licensee shall notify DWS in the event of the failure or malfunction of the unit. If DWS fails to repair the unit within a reasonable time, the Licensee shall notify the Headquarters Office in writing. After said notice from the Licensee to the Headquarters Office, DWS shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate

- allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of DWS.
9. **FORCE MAJEURE.** DWS shall not be responsible for any damages, delay in performance or failure to perform under this Agreement if such damage, delay in performance, or failure to perform is caused by any acts or omissions of Licensee, fire, strike, or other labor disputes, embargo, government regulations or requirements (legislative, judicial, military or otherwise), power failure, electrical power surges or current fluctuations, lightning strike, flood war, water, the elements, or other forces of nature, delays or failures of transportation, equipment shortages, suppliers' failures or other causes beyond its reasonable control, whether or not similar to the foregoing.
  10. **AUTOMATIC RENEWAL.** After the "Date Maintenance Ends" indicated on the previous page of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either DWS or the Licensee may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein.
  11. **WAIVER.** Failure or delay on the part of DWS to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
  12. **PRIOR NEGOTIATIONS.** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.
  13. **AMENDMENT.** No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of DWS and an authorized agent of the Licensee.
  14. **CONTROLLING LAW.** The parties agree that the terms of this Agreement shall be interpreted in accordance with the laws of the state of Oregon. Licensee agrees that venue of any action to enforce this Agreement shall be in Multnomah County, Oregon.
  15. **WAIVER OF BREACH.** The waiver by DWS of any term under this Agreement is not a waiver of any other term or the waiver of the same term at any other time.
  16. **NOTICES.** Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and either hand delivered or sent by certified first class mail, postage prepaid, to the Licensee's address on the face of this Agreement and to DWS at 4700 SE International Way, Milwaukie, OR 97222.
  17. **ATTORNEYS' FEES.** In the event DWS retains an attorney to compel compliance with the terms of this Agreement, DWS shall be entitled to recovery attorneys' fees, collection costs incurred, and any other associated fees and charges.
  18. **SEVERABILITY.** If any portion of this Agreement is declared invalid, the remainder of this Agreement shall continue to be binding upon the parties.
  19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between Licensee and DWS. This Agreement may be amended only by written instrument executed by both parties.
  20. **LIMITATION OF LIABILITY.** In no event shall DWS be responsible to the Licensee for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. DWS's liability to the Licensee, if any, shall in no event exceed the total amount paid hereunder to DWS by the Licensee.



\_\_\_\_\_  
CUSTOMER INITIAL

\_\_\_\_\_  
DATE

AGENDA ITEM	TYPE OF ACTION NEEDED		
Meeting Date: <u>7/25/ 2011</u> Subject: <u>Authorization of Payment to Valley Marine, Inc.</u> Prepared by: <u>J. Thompson</u> Reviewed by: <u>K. Mercer</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/SUMMARY**

The Benton County Sheriff's Office utilized Valley Marine, Inc to perform warranty related repairs to the 2008 Safe Boat because they are an approved Safe Boat service provider. February of 2011 Valley Marine, Inc. performed services to the 2008 Safe Boat that did not fall under the standard warranty.

The Sheriff's Office attempted to enter into a standard professional service contract with Valley Marine, Inc. without success. Valley Marine, Inc. refuses to enter into a contract stating that they have never had to in the past and currently do not have any contracts with any other governmental agency.

Benton County Sheriff's Office employees have been directed not to utilize Valley Marine, Inc for repairs to any of the boats/vessels in the fleet. There are a few authorized vendors about the same distance from Benton County that will be contacted to see if they are willing to enter into a contract with the Benton County Sheriff's Office to perform the necessary services/repairs to the 2008 Safe Boat.

**RECOMMENDATION**

Approve resolution authorizing payment to Valley Marine, Inc.

**FISCAL IMPACT**

Expenditure not to exceed \$2,500 with is part of the approved 2011/2012 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT TO VALLEY MARINE, INC. FOR SERVICES PERFORMED

WHEREAS, the Benton County Sheriff's Office has utilized Valley Marine, Inc., an authorized service provider for Safe Boat, to perform warranty related repairs to the 2008 Safe Boat; and

WHEREAS, Valley Marine, Inc. performed services that do not fall under the warranty without a standard professional service contract in place; and

WHEREAS, the Benton County Sheriff's Office has attempted to negotiate contract terms with Valley Marine, Inc. without success due to the company not willing to enter into any type of contract with the County; and

WHEREAS, Benton County Sheriff's Office will not be utilizing Valley Marine, Inc. for future repairs to any boats/vessels of the fleet; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes payment to Valley Marine, Inc. not to exceed \$2,500 including service charges and W.S.S.T.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office  
cc: Auditor, City of Kennewick

Prepared by: J.Thompson

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b> 7/25/2011 <b>Subject:</b> Line Item Transfer – proper coding of additional side arms relating to BID #11-02	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	_____ <u>  X  </u> _____ _____ _____	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>	<u>  X  </u> _____ _____ _____ _____
<b>Prepared by:</b> J. Thompson <b>Reviewed by:</b> J. Thompson				

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Sheriff's Office solicited bids for the purchase of sidearms as part of the standardization of duty weapons. On June 27, 2011 the bid was awarded to Smith & Wesson per Resolution 11 434. Part of the bid was the purchase of seven (7) additional sidearms.

The attached line item transfer is needed to allow for proper coding of the expenditures relating to the seven (7) sidearms.

**RECOMMENDATION**

Approve line item transfer moving funds from operating supplies to small item – equipment to allow for proper coding of expenditures.

**FISCAL IMPACT**

\$2,389 moved from operating supplies to small item – equipment

**MOTION**

# 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 2011  
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
521.910	3101	Office Supplies	\$2,389	521.210	3501	Small Item - Equipment	\$2,389
TOTAL			\$2,389	TOTAL			\$2,389

Explanation:

Line item transfer needed to cover the cost of 7 pistols authorized as part of bid #11-02 that was approved on June 27, 2011 per Resolution 11-434.

Prepared by: Julie Thompson Date: 18-Jul-2011

Approved  Denied  Date: \_\_\_\_\_

\_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
 Member  
 \_\_\_\_\_  
 Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>7/25/2011</u>	Execute Contract	<u>X</u>	Consent Agenda <u>X</u>
Subject: <u>BZPP Contract</u>	Pass Resolution	_____	Public Hearing _____
<u>Amendment</u>	Pass Ordinance	_____	1st Discussion _____
Prepared by: <u>Capt. Vannoy</u>	Pass Motion	_____	2nd Discussion _____
Reviewed by: <u>J. Thompson</u>	Other	_____	Other _____

**BACKGROUND INFORMATION**

The information regarding the "Approved Equipment List" on the 2010 Buffer Zone Protection plan has been amended. This was an oversight by Homeland security and they have sent an amendment to the contract for signature.

**SUMMARY**

The Benton County Sheriffs' Office will receive the same award amount of \$107,294.65. The amendment only affects those items purchased for Patrol. We had already prepared an alternate equipment list so; this will have little or no impact on needed equipment to be purchased.

**RECOMMENDATION**

Authorize the Chairman of the Board to sign the attached Contract Amendment - E11-242 Amendment A

**FISCAL IMPACT**

-\$0.00-

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AMENDMENT A OF THE BUFFER ZONE PROTECTION PROGRAM (BZPP) CONTRACT E11-242 WHICH WAS APPROVED PER RESOLUTION 11 288.

WHEREAS, on May 2<sup>nd</sup>, 2011 the Board of Benton County Commissioners approved the FFY10 Buffer Zone Protection Program (BZZP) contract E11-242, per resolution 11 288; and

WHEREAS, the Benton County Sheriff's Office was notified of a change to the approved equipment list that doesn't affect the overall awarded in the amount of \$107,294.65; **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 FFY10 Buffer Zone Protection Program (BZPP) contact, E11-242, amendment A.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

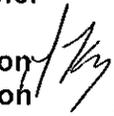
Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

**Washington State Military Department  
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: <b>Benton County Sherriff's Office 620 Market Street Prosser, WA 99350</b>		2. CONTRACT NUMBER: <b>E11-242</b>	3. AMENDMENT NUMBER: <b>A</b>
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: <b>Clay Vannoy 509-735-6555 x3283 Clay.vannoy@co.benton.wa.us</b>		5. MD STAFF CONTACT, NAME/TELEPHONE: <b>Blessing Guillermo (253) 512-7463 b.guillermo@emd.wa.gov</b>	
6. TIN or SSN: <b>91-6001383</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>97.078 BZPP</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>2010-BZ-T0-0022</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <b>The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to state and local units of government through the FFY10 Buffer Zone Protection Program (BZPP), the U.S. Department of Homeland Security (DHS) provides funds to increase the preparedness capabilities of jurisdictions responsible for the safety and security of communities surrounding high-priority Critical Infrastructure and Key resource (CI/KR) assets through planning and equipment acquisition.</b>  <b>The contractor Benton County Sherriff's Office has requested to shift funds between funding objects in the budget more accurately reflect the equipment authorized for purchased. This is allowable under grant provisions and has been approved by the funding source.</b>			
11. AMENDMENT TERMS AND CONDITIONS: 1. Contract end date of May 31, 2012 remains unchanged. 2. The overall contract amount of \$107,294.65 remains unchanged. 3. Replace the original Budget Sheet (Exhibit C) with the attached Budget Sheet (Exhibit C).			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this amendment.			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
<hr/> Signature _____ Date _____ James M. Mullen, Director Emergency Management Division Washington State Military Department		<hr/> Leo M. Bowman, Chairman _____ Date _____ for Board of Benton County Commissioners	
APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General			

Form 10/27/00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7/25/2011</u>	Execute Contract	Consent Agenda <u>X</u>
Subject: Line Item Transfer	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: J Thompson 	Pass Ordinance _____	1st Discussion _____
Reviewed by: J Thompson	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION / SUMMARY**

Line Item transfer is needed to fund a grant related position and operation cost of the Registered Sex Offender Address and Residency Verification Program that was approved June 27, 2011 per Resolution 11 435. A grant related supplement will replenish the holiday line item as well as the first half of 2012 expenses/budget.

**RECOMMENDATION**

Approve attached line item transfer

**FISCAL IMPACT**

- \$0.00 – Grant related expenditures that is 100% funded by the Registered Sex Offender Address and Residency Verification Program.

**MOTION**

# 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 2011  
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:

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	\$56,781	521.931	1562	Detective	\$36,218
				521.931	1935	Holiday	1,634
				521.931	2102	Social Security	2,833
				521.931	2103	Medical Insurance	4,776
				521.931	2104	Retirement	1,940
				521.931	3103	Fuel, Oil & Lubricants	2,500
				521.931	3106	Operating Supplies	1,000
				521.931	4301	Travel	1,000
				521.931	4103	Professional Services	400
				521.931	4905	Training	500
				521.931	4906	Print/Binery	240
				521.931	5119	EDC - 800 MHz User Fees	141
				521.931	9601	Insurance Management	1,510
				521.931	9602	Workers' Compensation	1,469
				521.931	9908	Accumulated Leave	620
<b>TOTAL</b>			<b>\$56,781</b>	<b>TOTAL</b>			<b>\$56,781</b>

**Explanation:**

Line item transfer is needed to fund a grant related position and operation cost of the Registered Sex Offender Address and Residency Verification Program that was approved June 27, 2011 per Resolution 11 435. A grant related supplement will replenish the holiday line item as well as the first half of 2012 expenses/budget.

Prepared by: Julie Thompson Date: 18-Jul-2011  
 Approved  Denied  Date: \_\_\_\_\_

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
<b>Meeting Date:</b> 7/25/2011 <b>Subject:</b> Authorization to Purchase Holsters as part of the Standardization of duty weapons for BCSSO	Execute Contract _____ Pass Resolution <u>  X  </u> Pass Ordinance _____ Pass Motion _____ Other _____	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____
<b>Prepared by:</b> J. Thompson <i>JT</i> <b>Reviewed by:</b> J. Thompson		

**BACKGROUND INFORMATION / SUMMARY**

The Benton County Sheriff's Office is in the process of standardizing the duty weapons currently carried by both the Corrections Division and the Law Enforcement Bureau, which was approved during BID# 11-02. Part of the standardization process is the purchase of holsters designed for the Smith & Wesson.

The Benton County Sheriff's Office solicited quotes from the following companies:

- Adamson Police Products, Federick, CO (\$11,329.26 including W.S.S.T and shipping)
- Larsen Firearms, Pasco, WA (\$11,718.48 including W.S.S.T and shipping)
- Chief Supply Corp, Eugene, OR (\$11,965.26 including W.S.S.T and shipping)

The Patrol Captain reviewed the quotes for completeness and recommends Adams Police Products.

**RECOMMENDATION**

Authorize the purchase of the new holsters from Adamson Police Products for the amount payable not to exceed \$11,500 including W.S.S.T..

**FISCAL IMPACT**

The cost of new holsters would be \$5,731 (plus tax) for Patrol and \$4,730 (plus tax) for Corrections for a total of \$11,329.26 which is in the uniform budget for both departments. The uniform budget is where holsters are purchased from because it is required and considered part of the uniform.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE SAFARILAND AND BLACKHAWK HOLSTERS FROM ADAMSON POLICE PRODUCTS FOR THE BENTON COUNTY SHERIFF'S OFFICE

**WHEREAS**, per resolution 11-402, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

**WHEREAS**, the purchasing of the holsters is part of the standardization of the pistols used by both bureau within the Sheriff's Office; and

**WHEREAS**, the Benton County Sheriff's Office solicited the following companies to provide a quote for 58 Safariland ALS holster STX tactical finish S&W M&P40 5"; 55 Safariland ALS holster STX tactical finish S&W M&P40 5" with light; 4 Safariland ALS holster STX tactical finish S&W M&P40 4" with light and 14 Blackhawk Serpa holsters S&W M&P; and

Adamson Police Products, Federick, CO (\$11,329.26 including W.S.S.T and shipping)  
Larsen Firearms, Pasco, WA (\$11,718.48 including W.S.S.T and shipping)  
Chief Supply Corp, Eugene, OR (\$11,965.26 including W.S.S.T and shipping)

**WHEREAS**, Adamson Police Products has the lowest price for the 58 Safariland ALS holster STX tactical finish S&W M&P40 5"; 55 Safariland ALS holster STX tactical finish S&W M&P40 5" with light; 4 Safariland ALS holster STX tactical finish S&W M&P40 4" with light and 14 Blackhawk Serpa holsters S&W M&P; and

**WHEREAS**, the Patrol Captain has reviewed the quotes for completeness and recommends Adamson Police Products; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of the 58 Safariland ALS holster STX tactical finish S&W M&P40 5"; 55 Safariland ALS holster STX tactical finish S&W M&P40 5" with light; 4 Safariland ALS holster STX tactical finish S&W M&P40 4" with light and 14 Blackhawk Serpa holsters S&W M&P in the amount of \$11,329.26 including W.S.S.T. with the total amount payable not to exceed \$11,500 including W.S.S.T.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

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

Prepared by: J. Thompson

<p><b>AGENDA ITEM:</b>  <b>MTG. DATE:</b> July 25, 2011  <b>SUBJECT:</b> City of Richland Annexation  BRB 11-02  <b>Memo date:</b> July 18, 2011  <b>Prepared By:</b> Clark A. Posey</p>	<p><b><u>TYPE OF ACTION NEEDED</u></b>  Execute Contract  Pass Resolution  Pass Ordinance  Pass Motion  Other</p>	<p>Consent Agenda  Public Hearing  1st Discussion X  2nd Discussion  Other</p>
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**BACKGROUND INFORMATION**

On February 3, 2011, the Chief Clerk of the Boundary Review Board accepted as a complete application, a Notice of intention by the City of Richland for an annexation request. Located generally South of I-182, North of Columbia Park Trail and West of Malibu PR and East of Queensgate Drive and property located generally South of I-182 North of Keene Road and West of Queensgate Drive. Attached are maps showing the location of the annexation.

Various reviewing agencies have been contacted regarding this annexation. No negative comments have been received to date for this annexation request.

**SUMMARY**

Benton County has received an application requesting the annexation of approximately fifty-two (52) acres by City of Richland. If this annexation is approved after the 45-day review period, a very small portion of property (13 ft. x 7 ft.) located North of Columbia Park Trail will be left in the County and will be surrounded by City Limits. This small parcel is part of larger parcel located South of Columbia Park Trail.

This meeting is for the board to review the proposed annexation and determine whether or not they wish to file a request for review with the Boundary Review Board and have them conduct a Public Hearing on this matter.

**RECOMMENDATION**

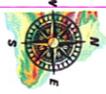
It is the recommendation of the Planning Department that the Board of County Commissioners not file a request for review based on the insignificant size of the parcel in question.

**FISCAL IMPACT**

None

**MOTION**

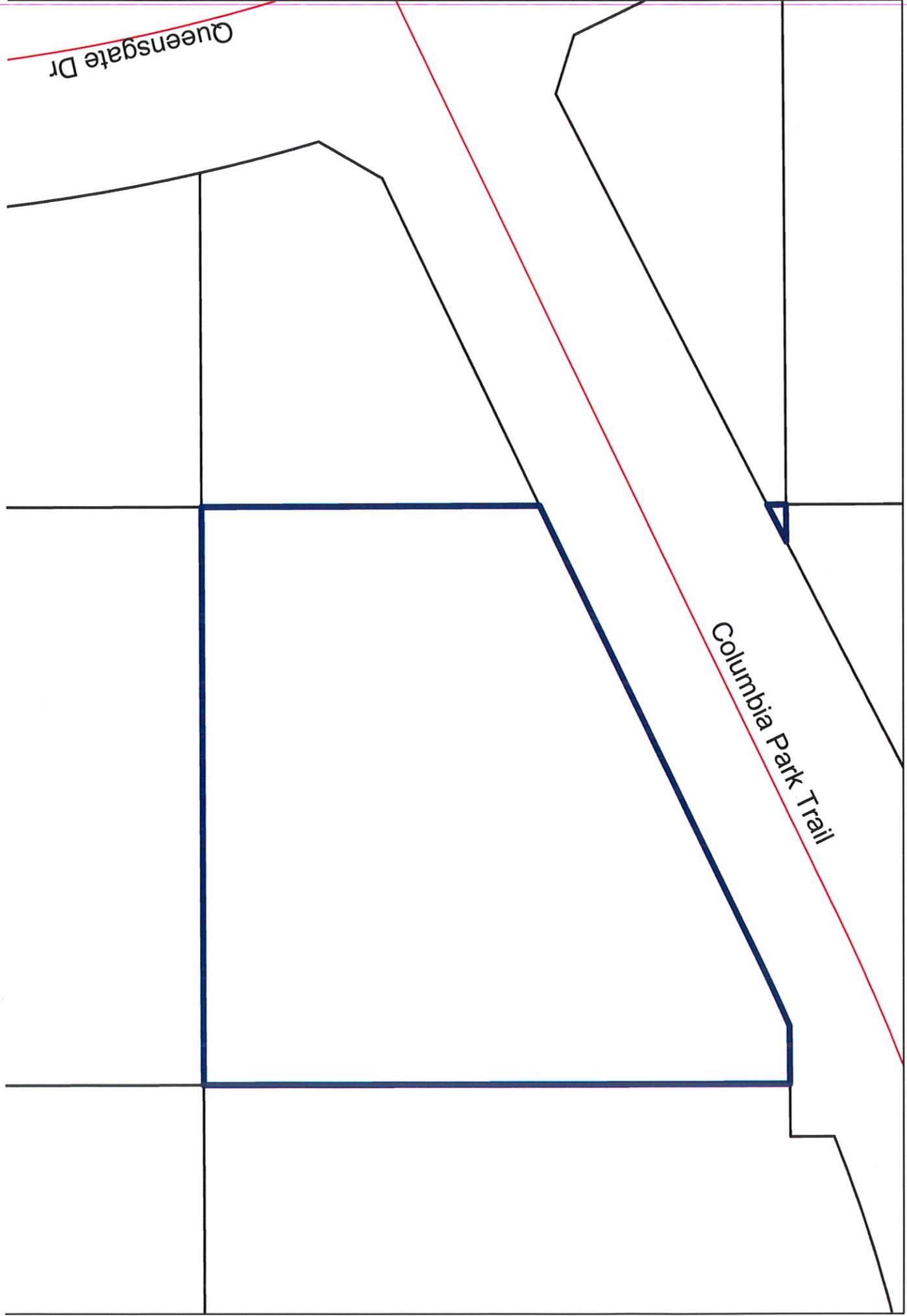
If the Board agrees with the Planning Department's recommendation no further action is necessary. If the Board after discussion decides that they wish to request review on this matter then they will need to make a motion to have staff file a request for review for the proposed annexation request by the City of Richland, File No. BRB 11-02.



Benton County  
Planning  
Department

SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.  
CITY OF RICHLAND  
BOUNDARY REVIEW BOARD BRB 11-02  
MAP PRINTED 7/18/2011

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Columbia Park Trail

Queensgate Dr



BRB11-02

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352  
Telephone 509-942-7390, Fax 509-942-5666

www.ci.richland.wa.us

**COMMUNITY DEVELOPMENT DEPARTMENT**

**June 22, 2010**

*Development Permitting Division*

Michael Shuttleworth, Chief Clerk  
Benton County Boundary Review Board  
1002 Dudley Avenue, Planning Annex  
Prosser, WA 99350

840 Northgate Drive  
Richland, WA 99352  
Telephone 509-942-7794  
Fax 509-942-7764

**RE: City of Richland Notice of Intention to Annex – Queensgate Corridor  
Clarification of Boundaries**

**Dear Mr. Shuttleworth:**

On June 21<sup>st</sup>, the City mailed to you a revised Notice of Intention to Annex, for an area of approximately 51 acres including properties located along Queensgate Avenue and Columbia Park Trail. The revised notice was prepared in response to your correspondence that indicated some clarifications were needed concerning the boundaries of the proposed annexation. The information recently forwarded to you includes revised legal descriptions and maps to more accurately depict the boundaries of the annexation. One question you raised concerned whether parcels split by the Columbia Park Trail are to be included in the proposed annexation or not. Unfortunately, the revised notice may not clearly answer this question.

I want to clarify to you that the proposed annexation does not include Tax Parcel #1-2298-202-0004-002. The portion of the parcel located north of Columbia Park Trail is triangular in shape and measures approximately 13 feet by 7 feet, while the vast majority of this parcel lies on the southern side of Columbia Park Trail. The adjacent parcel, Tax Parcel #1-2298-202-0003-008 is intended to be included in the proposed annexation. The City intends to assume responsibility for the Columbia Park Trail Right-of-Way adjacent to these two parcels. The attached map depicts the proposed annexation boundaries.

I trust that this letter together with the information forwarded to you on June 21, will provide you with the information necessary to move forward with the Boundary Review Board process.

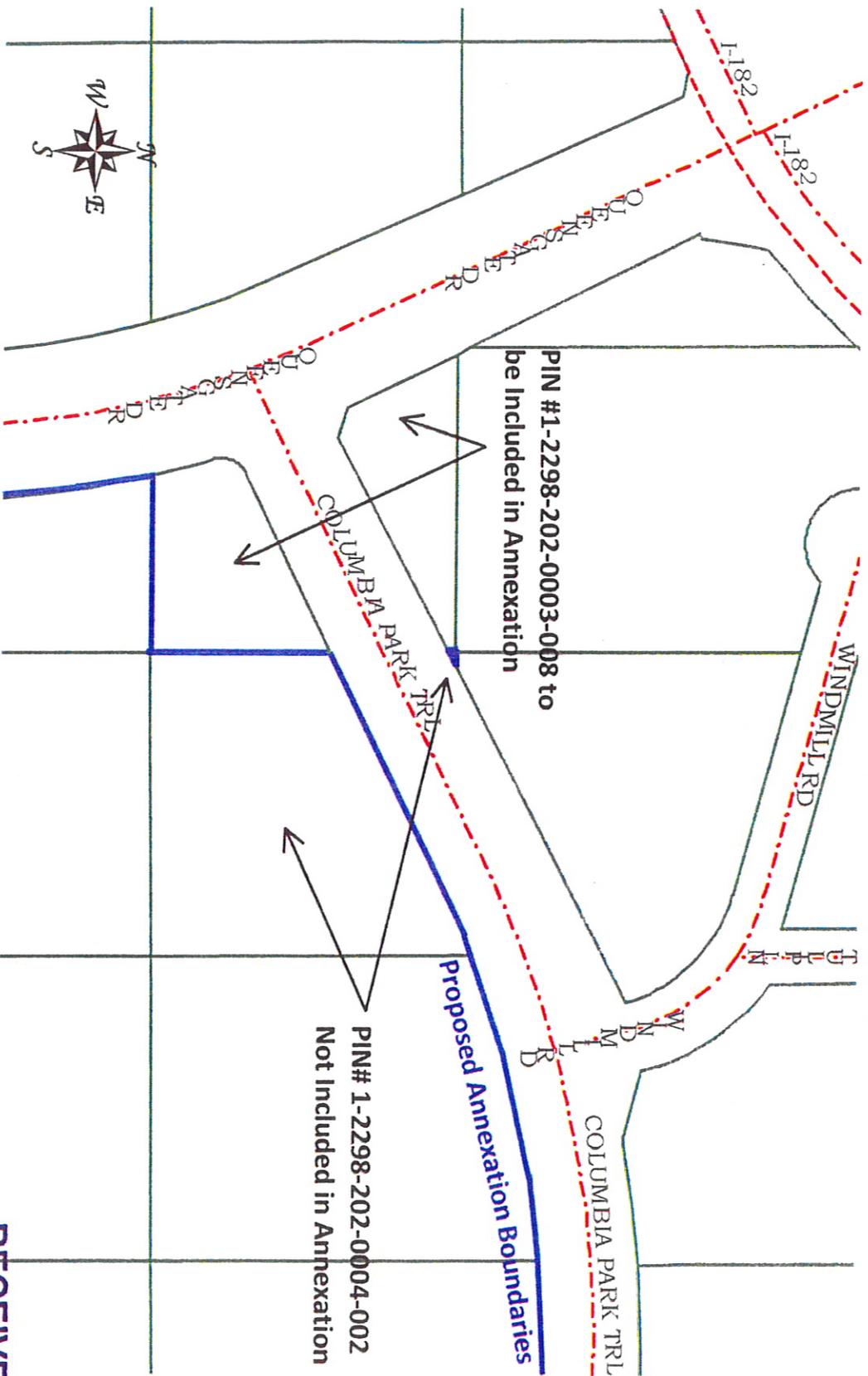
Sincerely,

Rick Simon,  
Development Services Manager

**RECEIVED**

**JUN 22 2011**

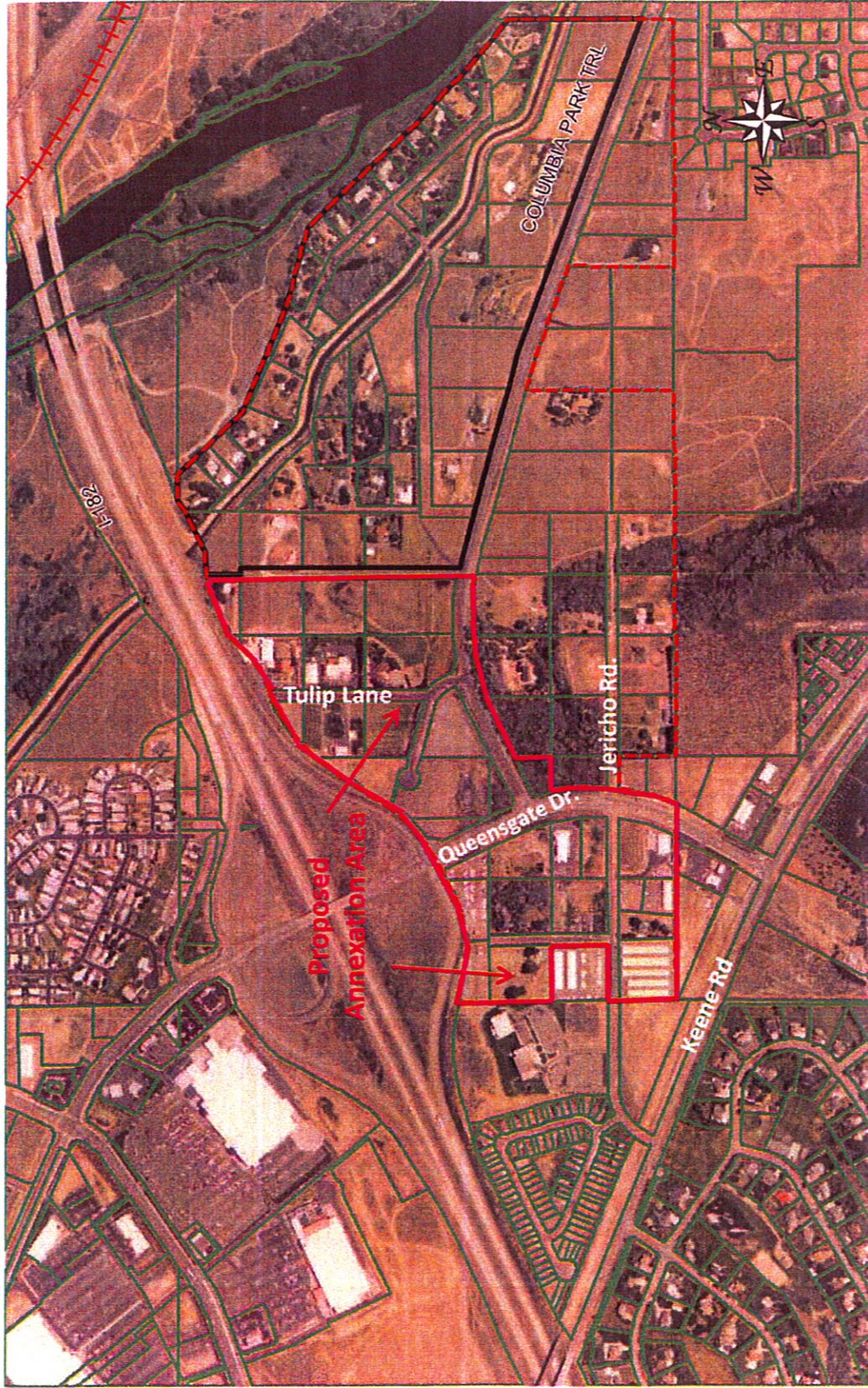
**Benton County  
Planning Department**



**Clarification of Richland's Annexation Boundaries**

**RECEIVED**

**JUN 22 2011**



QUEENSGATE CORRIDOR ANNEXATION PROPOSAL – VICINITY MAP

<p><b>AGENDA ITEM</b>  <b>MTG. DATE:</b> July 25, 2011  <b>SUBJECT:</b> Ordinance Amendment to BCC 9.08  <b>MEMO DATE:</b> July 15, 2011  <b>Prepared By:</b> Donna Hutchinson  <b>Reviewed By:</b> Michael Shuttleworth</p>	<p><b>TYPE OF ACTION NEEDED</b>  Execute Contract  Pass Resolution      <b>X</b>  Pass Ordinance      <b>X</b>  Pass Motion          <b>X</b>  Other</p>	<p>Consent Agenda  Public Meeting      <b>X</b>  1st Discussion  2nd Discussion  Other</p>
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**BACKGROUND INFORMATION**

In 2004 the Benton County Subdivision Code was amended to provide conditional approval of a preliminary plat to be valid up to a total of 5 years. In 2010 the Washington State Legislature approved Substitute Senate Bill 6544 that allowed preliminary plats to be valid for a total of 7 years. Also in 2010 the Benton County Subdivision Code was amended to allow preliminary plats approved after June 2010 and before December 2014 to be valid for 7 years. On May 10, 2011, Washington State Senator Jim Honeyford submitted a letter to the Planning Department stating that SSB 6544 should also apply to those preliminary plat that were approved with the 5 year time limit prior to June 1, 2010. The attached amendment to BCC Section 9.08.037 will allow those preliminary plats that were approved with a 5-year time limit prior to June 1, 2010 to be changed to 7 years. Currently there are a total of nine conditionally approved preliminary plats that would fall under this provision.

**SUMMARY**

On June 14, 2011 the Planning Commission held a public hearing on this matter and recommended to the Board of County Commissioners approval of the ordinance amendment. The Board of County Commissioner’s will hold a public meeting on July 25, 2011 at 9:20 a.m. to discuss the proposed changes. 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 Department recommends that the Board review the attached draft ordinance, the Planning Commission record and Findings of Fact. Based on the public hearing and findings, the Planning Commission recommends approval of the proposed ordinance.

**FISCAL IMPACT - None**

**MOTION**

At the conclusion of the public meeting, the Board will need to make a motion adopting the Planning Commission Findings of Fact as their own, approving the resolution and adopting the ordinance amending to BCC 9.08.