

June 13,  
2011

THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
June 6, 2011, 8:30 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Leo Bowman  
Commissioner James Beaver (arrived during regular meeting – excused)  
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, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; Human Services Manager Ed Thornbrugh; County Engineer Malcolm Bowie; Erhiza Rivera and Nick Kooiker, Treasurer's Office; DPA Ryan Brown; Harriet Mercer, Assessor's Office; Jacki Lahtinen, District Court; Sheriff Steve Keane; Undersheriff Jerry Hatcher; Clerk Josie Delvin; Randy Reid, Central Services Manager; Van Pettey, Auditor's Office; Robert Heard, Bob Wood, Shan McPherson, and Teri Holmes, Central Services; Norm Childress, Public Works; Sam Schneider, Treasurer's Office.

Workshop Agenda

Commissioner Small reported on his attendance at the Lourdes Children's Day open house and executive governing board meeting for BCES. He said they were reviewing the electronics system for dispatch and possibly linking up the two systems between Benton County and Franklin County (this would provide a much-needed backup system for Benton County and reduce costs).

Chairman Bowman said he toured McWhorter Ranch with Senator Delvin and Carl Adrian (compliments of Max Benitz, Jr.) since there was a possible purchase of that property by Washington Fish & Wildlife. He asked Mr. Sparks if there was a signed contract for a health officer at the Health District with the hiring of the new administrator (so the County was not paying for two administrators). He provided a copy of the state's budget from WSAC for the Board's review and discussed the funding requests to Benton County. He asked the Board if it should have a special Wednesday meeting to discuss the funding requests. Mr. Sparks said July would be a good time to discuss the issue, along with the capital facilities plan and mid-year budget review.

Mr. Sparks said that he and Adam Fyall met with Benton City EDC to discuss their contract and they were now in agreement with the terms. He said a contract would be coming before the Board for its approval.

Ed Thornbrugh discussed item “h” (contract w/DSHS) and said there were concerns from Franklin County’s PA regarding some conflicts in the contract (insolvency issues covering the subcontractors) and that Franklin County had signed without his approval as to form. The Board asked Melina Wenner to review the exposure issue and the Board agreed to pull the contract until the issue was resolved.

The Board briefly recessed, reconvening at 9:00 a.m. for the regular session with Commissioner Beaver present.

### Approval of Minutes

The Minutes of May 18, 2011 and May 23, 2011 were approved.

### Review Agenda

Consent agenda items “e”, “h”, and “p” were pulled from the consent agenda.

### Consent Agenda

**MOTION:** Commissioner Beaver moved to approve the consent agenda items “a” through “w”, pulling “e” (Notice of Completion, Benton County Animal Control Facility), “h” (Contract w/Dept of Social & Health Services, #1183-25352) and “p” (Award of Bid for Clodfelter Road and Locust Grove Road). Commissioner Small seconded and upon vote, the Board approved the following:

#### Central Services

- a. Equipment Purchase Contract w/Cross Match Technology, Inc.

#### Commissioners

- b. Line Item Transfer, Fund No. 0000-101, Dept. 115

#### Facilities

- c. Authorization for Purchase from Beaver Bark & Rock
- d. Notice of Completion – Benton County Health District Building Tenant Improvement
- f. Authorization to Pay Coffey Refrigeration for Prevailing Wage Fees

#### Human Services

- g. Professional Services Agreement, #PSA-2011/12/ITA, w/Custody Transport Services

#### Juvenile

- i. Line Item Transfer, Fund No. 0115-101, Dept. 174
- j. Personal Services Contract w/Ernie Chapin

#### Personnel

- k. Settlement Agreement w/Frontier Insurance Company
- l. Approval of Employee of the Month Guidelines
- m. Speaker Contract w/C Poulsen for Employee Training

#### Prosecuting Attorney

- n. Amendment to Crisis Response Collective Bargaining Agreement

#### Public Works

- o. Examination of Financial Activities for Drainage Improvement District No. 10

q. Public Hearing Authorization for Franchise Application of Olsen Brothers Ranches, Inc.  
Sheriff

r. Creation of Criminal Investigative Information Revolving Fund

s. Contract Amendment w/Olympic Security

t. Purchase of Dishwasher from Smith & Greene Company for Benton County Jail

u. Contract w/Thurston County for Jail Usage

Sustainable Development

v. Expansion of Klickitat Lead Entity

w. Designation of Associate Development Organization

Chairman Bowman requested approval to attend NACO's annual meeting in Portland (and as Chairman of the Transportation Committee). Commissioner Small said he was okay with Commissioner Bowman attending that meeting and that it would need to come from the 2012 budget since the first half of the biennium travel money was gone. He also requested the Board discuss dividing up the remaining travel budget among the Commissioners. Commissioner Beaver said the Board passed a new travel policy in mid-season, but there were obligations that were approved prior to the new policy and the Board needed to honor the commitment of Commissioner Bowman as chairman of that committee until that assignment ended.

The Board approved Chairman Bowman to attend that meeting.

The Board also agreed it could discuss the travel budget during the July financial workshop meeting.

**Public Hearing – Application for Franchise - Cascade Natural Gas**

Sue Schuetze said that Cascade Natural Gas had filed a petition to continue a nonexclusive franchise for natural gas distribution system. She recommended approval of the application, subject to the listed conditions.

There was no one present to testify so public testimony was closed.

**MOTION:** Commissioner Small moved to approve the application for franchise filed by Cascade Natural Gas Corporation with the recommended conditions. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

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

**Public Hearing – Application for Franchise - Col Solare LLP**

Sue Schuetze reviewed the application for franchise filed by Col Solare LLP and said she recommended approval of the application, with the listed conditions.

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

**MOTION:** Commissioner Beaver moved to approve the application for franchise filed by Col Solare LLP with the recommended conditions. Commissioner Small seconded and upon vote, the motion carried unanimously.

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

**Public Hearing – Application for Franchise - Antonio Hermosillo**

Sue Schuetze reviewed the application for franchise filed by Antonio Hermosillo and said her office recommended approval, subject to conditions.

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

**MOTION:** Commissioner Small moved to approve the application for franchise filed by Antonio Hermosillo. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

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

**Public Hearing – Supplemental Appropriation – Sheriff’s Office - Gang Task Force**

David Sparks presented the supplemental appropriation for the creation of the Gang Task Force in the amount of \$764,427.

Sheriff Keane said they been talking since January about the ongoing gang problem and working with the Commissioners and staff. He said they were able to identify an 18-month strategic plan and he believed it would make a difference in terms of safety and overall cost to the County in the long run.

Jerry Hatcher thanked the Board and David Sparks to help identify funding sources for this task force. Commissioner Small said he was excited about being proactive not reactive and had talked to easily over 100 people and all were excited about this new program. He said he had received only one negative comment and this individual wanted to see a more regional program, not just Benton County.

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

Chairman Bowman said he echoed Commissioner Small’s comments and said he learned from his conversations on a national level, pro-activity and education were the key components to curbing gang activity.

Commissioner Beaver also thanked everyone for their work in finding a solution and the money to fund the program.

**MOTION:** Commissioner Small moved to approve the supplemental appropriation to the 2011-2012 Current Expense Fund for the creation of the gang task force. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

### **Washington State Auditor Entrance Conference**

Lisa Noland and Tim Anderson reviewed the Benton County Entrance Conference report dated June 6, 2011 for calendar year 2010. The report outlined the following areas: audit scope, accountability for public resources and legal compliance, financial statements, federal grant compliance audit, reporting levels, and audit costs. Ms. Noland stated the cost was a \$3,000 reduction from the previous year.

Van Pettey, Auditor's Chief Financial Accountant, was named as the audit liaison for the State Auditor to communicate with throughout the audit.

The Board briefly recessed, reconvening at 10:00 a.m. with Commissioner Beaver absent.

### **Pacific Technologies, Inc. – Strategic Plan Presentation**

Mike Silverman and Tim Morrow gave a Powerpoint presentation on the Information Technology Strategic Plan. The presentation included their history with the public sector in providing strategic plans and addressed the following:

- Project Objectives and Approach
- Business Context
- Key Findings (Areas of Strength/Opportunities for Improvement)
- Strategic Direction (IT Vision and Goals)
  - Accessibility and Accountability
  - Informed IT Decision Making
  - Necessary Software and Training
  - Professional IT Service Delivery
  - Robust Technical Infrastructure
- Cost Estimates (One Time/Annualized)
- Implementation Plan
- Major Benefits

Mr. Sparks said he would include this discussion in the July financial meeting with the Board.

### **Claim for Damages**

CC 2011-14: Received on May 27, 2011 from Winco Foods, #002  
CC 2011-16: Received on June 3, 2011 from Vincent Brothers LLC  
CC 2011-17: Received on June 6, 2011 from Frontier

## Vouchers

Check Date: 05/27/2011  
Warrant #: 35108-35337  
Taxes #: 010105112  
Total all funds: \$719,312.22

Check Date: 06/03/2011  
Warrant #: 35383-35515  
Total all funds: \$3,318.42

Check Date: 06/03/2011  
Warrant #: 35524-35658  
Total all funds: \$2,234,327.75

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

## Resolutions

- 11-339 Equipment Purchase Contract w/Cross Match Technology, Inc.
- 11-340 Line Item Transfer, Fund No. 0000-101, Dept. 115
- 11-341 Authorization for Purchase from Beaver Bark & Rock
- 11-342 Notice of Completion – Benton County Health District Building Tenant Improvement
- 11-343 Authorization to Pay Coffey Refrigeration for Prevailing Wage Fees
- 11-344 Professional Services Agreement, #PSA-2011/12/ITA, w/Custody Transport Services
- 11-345 Line Item Transfer, Fund No. 0115-101, Dept. 174
- 11-346 Personal Services Contract w/Ernie Chapin
- 11-347 Settlement Agreement w/Frontier Insurance Company
- 11-348 Approval of Employee of the Month Guidelines
- 11-349 Speaker Contract w/C Poulsen for Employee Training
- 11-350 Amendment to Crisis Response Collective Bargaining Agreement
- 11-351 Examination of Financial Activities for Drainage Improvement District No. 10
- 11-352 Public Hearing Authorization for Franchise Application of Olsen Brothers Ranches, Inc.
- 11-353 Creation of Criminal Investigative Information Revolving Fund
- 11-354 Contract Amendment w/Olympic Security
- 11-355 Purchase of Dishwasher from Smith & Greene Company for Benton County Jail
- 11-356 Contract w/Thurston County for Jail Usage
- 11-357 Expansion of Klickitat Lead Entity
- 11-358 Designation of Associate Development Organization
- 11-359 Supplemental Appropriation – Current Expense – Gang Task Force

There being no further business before the Board, the meeting adjourned at approximately 11:02

---

Clerk of the Board

---

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	June 13, 2011	Execute Contract	<u>  X  </u>
Subject:	AFTS Printing & Mailing Contract	Pass Resolution	<u>  X  </u>
Prepared by:	Harriet Mercer	Pass Ordinance	<u>      </u>
Reviewed by:	Reid Hay	Pass Motion	<u>      </u>
		Other	<u>      </u>
		Consent Agenda	<u>  X  </u>
		Public Hearing	<u>      </u>
		1st Discussion	<u>      </u>
		2nd Discussion	<u>      </u>
		Other	<u>      </u>

**BACKGROUND INFORMATION**

The Benton County Assessor is required to send out notices for revaluation and new construction within Benton County and has found it most economical to use the services provided in the private sector for such. The Benton County Assessor's Office has recently received and evaluated proposals from vendors for this service and has selected Automatic Funds Transfer Services, Inc (AFTS) as the vendor of choice.

**SUMMARY**

**RECOMMENDATION**

The Benton County Assessor's Office recommends entering into a five-year contract with AFTS for printing and mailing services of our annual change of value and new construction notices.

**FISCAL IMPACT**

The maximum total amount payable by the county to the contractor under the attached contract shall not exceed \$10,000 including WSST per calendar year and is provided for within our current budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SERVICES CONTRACT BETWEEN AUTOMATIC FUNDS TRANSFER SERVICES AND THE BENTON COUNTY ASSESSOR TO PROVIDE FORMATTING, PRINTING, AND MAILING OF THE BENTON COUNTY CHANGE OF VALUE AND NEW CONSTRUCTION NOTICES

WHEREAS, per RCW 84.40 the Benton County Assessor is required to send out notices for revaluation and new construction within Benton County; and

WHEREAS, The Assessor has found it most economical to use the services provided in the private sector for the formatting, printing and mailing of said notices.

WHEREAS, the Benton County Assessor received a proposal from Automatic Funds Transfer Services, Seattle, WA to provide the formatting, printing, and mailing of said notices, further described Exhibit 1 attached hereto; and

WHEREAS, the Benton County Assessor recommends entering into a service contract with Automatic Funds Transfer Services, Seattle, WA for a contract amount not to exceed \$10,000 including WSST per calendar year, with said service contract expiring five (5) years from the date of its execution, **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby agrees with the recommendation to enter into a service agreement with Automatic Funds Transfer Services to provide necessary services for the formatting, printing and mailing of the revaluation and new construction notices for a contract amount not to exceed \$10,000 including WSST per calendar year; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners is hereby authorized to sign said service contract attached hereto.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**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 AUTOMATIC FUNDS TRANSFER SERVICES ("AFTS"), with its principal offices at 151 s. Lander, #C, Seattle, WA 98134 (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 "1"** which delineates the terms of the agreement with respect to printing services to be provided by the CONTRACTOR, mailing services to be provided by the CONTRACTOR, and pricing for the services provided in accordance with this CONTRACT.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall expire five (5) years from the date of its execution. 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 "1", 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.

b

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AMENDED AGREEMENT WITH COURTHOUSE TECHNOLOGIES, LTD., FOR AN ENHANCEMENT TO THE JURY MANAGEMENT SYSTEM.

WHEREAS, on March 28, 2011 the Benton County Board of Commissioners approved an expenditure from the Trial Court Improvement fund for purchase of IDS, an enhancement to the current Jury Management System;

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of Board of Benton County Commissioners is authorized to sign the amended agreement with Courthouse Technologies for IDS, an enhancement to the jury management system for the Benton County Superior Court Clerk.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Clerk, Auditor, R. Ozuna, Central Services  
Original to Courthouse Technologies

**Amendment No. 1 to Courthouse Technologies, Ltd.**  
**Software License and Service Agreement**

The **County of Benton (the "Customer")** and **Courthouse Technologies, Ltd. ("CHT")** entered into an agreement executed by them on December 15, 2008, and December 18, 2008, respectfully, (the "Agreement"), and now wish to amend certain provisions in that agreement in order for Benton County to use certain additional software that is only compatible with the software it currently uses under its existing Agreement with CHT.

**NOW THEREFORE**, they agree that the terms of the Agreement shall remain in effect except as set forth below and that the Agreement and this Amendment (with exhibits hereto incorporated herein by reference) form the complete and exclusive statement of the agreement between the parties and supersedes any prior oral or written communications between the parties relating to the subject matter of this Agreement.

1. Exhibit B attached hereto is added to the parties' Agreement.
2. The following articles shall replace and supercede the articles of the same number set forth in the Agreement:

1.3 CHT Deliverables. The "CHT Deliverables" are collectively the CHT Software, Supplied Products, and Services that CHT agrees to provide to the Customer in Exhibits A and B. The CHT Deliverables as well as CHT's responsibilities and performance period are described in said "Exhibits" which include but are not limited to statements of work, supplements, schedules, addenda, and change authorizations, which are also part of this Agreement. If there is a conflict among the terms in the various documents, those of an Exhibit prevail over those of this Agreement.

2.1 The total charges for the CHT Deliverables ordered by the Customer are described in Exhibit A, "Statement of Work for implementation of Courthouse JMS and IVR Jury Management System Bundle" and Exhibit B, "Statement of Work for Implementation of Courthouse IDS Browser-based Jury Imaging System". Charges for Services, Supplied Products, or changes to the CHT Software, not described in Exhibit A or B, if any, shall be charged at CHT's prevailing, published rates.

4 Term and Termination

#### 4 Term and Termination

The term of this Agreement and the license set forth in paragraph 3 shall commence on the date of this Agreement and any amendments thereto, and shall continue until terminated in accordance with the following provisions.

17.5.5 All written notices under this Section 17 and notice of cancellation or change of required insurance coverages shall be mailed to the Customer at the following address:

Benton County Risk Manager  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336

3. All other terms of the Agreement shall remain in effect and shall not be affected by this Amendment.

4. The Customer accepts the terms of these documents by 1) signing this Amendment, 2) using the products and services provided in respect of the Agreement, as amended, or allowing others to do so, or 3) making any payment in respect of the Agreement, as amended. Additional or different terms in any written communication from the Customer (such as an order) are void.

Any references to the "CHT Customer Agreement" or "this Agreement" indicated in Exhibit A or B to the Agreement shall be to this Software License and Service Agreement, as amended, together with all Exhibits.

**Benton County, Washington**

620 Market Street  
Prosser, Washington 99350  
USA

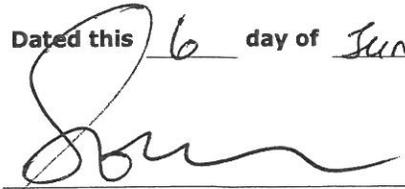
**Courthouse Technologies, Ltd.**

#201 157 Water St.  
Vancouver, BC V6B 1A7  
Canada

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

Dated this 6 day of JUNE, 2011

\_\_\_\_\_  
Chairman, Benton County Board of Commissioners

  
\_\_\_\_\_  
Authorized Signature

Scott Kerr

\_\_\_\_\_  
Printed Name

ATTEST:

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

President

\_\_\_\_\_  
Title

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

6-7-11  
\_\_\_\_\_  
Date



**Exhibit B**  
**Statement of Work for Implementation**  
**Of Courthouse IDS**  
**Browser-based Jury Imaging System**  
**in Benton County, WA**  
**June 7, 2011**

---

Courthouse Technologies (CHT) proposes to implement Courthouse IDS in Benton County under the following terms.

### **Project Terms**

---

CHT will...

- provide a license to use Courthouse IDS, our imaging system for jury management;
- provide project management services to coordinate all aspects of the project;
- use a formalized change request process to provide flexibility during development iterations and to manage the scope of the project.
- provide an installation resource to work with Customer staff on installation of Courthouse IDS (remotely) in a training and a production environment;
- provide training online to the Customer's staff;
- provide 1 iteration, free of charge, to the Benton County summons necessary to use with Courthouse IDS. We will consult by phone with Benton staff on the redesign of the summons to the extent that's required;
- provide a "go-live" support resource over phone during the first days that Benton County uses Courthouse IDS;
- provide 24X7 customer support by telephone, email, and WWW through our Annual Support program, which services will commence immediately upon completion of training;
- provide warranty service wherein we will remedy (at our expense) any deficiencies with the software identified for its lifetime; and,
- deliver the source and object code for Courthouse JMS to the Customer and the Customer will be entitled to modify or make derivative works of that code.

In consideration of the above, the Customer agrees to:

- The Customer shall appoint a project leader to act as the single point of contact with CHT;
- assist CHT with project planning including creating a project timeline, and an implementation plan;
- from time to time provide the assistance of the Customer’s IT personnel
- provide CHT with remote (VPN/remote desktop) access to Customer servers to assist with system installation and configuration;
- provide all computer hardware, communications hardware, cabling, operating system software, database software, and other software for premise connectivity; and,
- will install the IDS client-component and configure the hardware and Twain drivers associated with same;
- promptly pay all One-Time Charges at the commencement of this project. All Annual Charges are due upon the commencement of the service.

**Project Charges**

---

**1.1 Courthouse IDS**

IDS provides facilities the ability to image questionnaires or summonses, applies bar code to the scanned images and uploads them directly into Courthouse JMS for each juror record.

Description	One-Time Charges	Annual Charges
Courthouse IDS License	49,500	
System tailoring and setup (maximum 40 hours)	2,500	
Installation	1,100	
Training session	900	
Annual Support		7,425
Sub-Total	54,000	
Discount	(24,750)	
<b>Total</b>	<b>\$29,250</b>	<b>\$7,425</b>

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	06/13/11	Execute Contract		Consent Agenda
Subject:	Liquor License Application	Pass Resolution	xxx	Public Hearing
Prepared by:	Marilu Flores	Pass Ordinance		1st Discussion
Reviewed by:	LSK	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 Vines for Humanity. 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 June 3, 2011 addressing this issue was sent to the applicant by the Benton County Planning Department.

### SUMMARY

### COMMENDATION

Based on the information provided by the Benton County Planning Department, the Board should respond to the Liquor Board either approving or denying Vines for Humanity's liquor license application.

### FISCAL IMPACT

na

### MOTION

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



June 13, 2011

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

Re: Vines for Humanity Liquor License Application; License No. 408020 – 6F

To Whom It May Concern:

The Board of County Commissioners received liquor license application for Vines for Humanity on May 31, 2011. After review from the Benton County Planning Department, it was discovered that this area is 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. Drennan of Vines for Humanity.

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.

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: BENTON COUNTY COMMISSIONERS
RE: NEW APPLICATION

DATE: 5/25/11

UBI: 603-102-394-001-0001

License: 408020 - 6F County: 03
Tradename: VINES FOR HUMANITY
Address: 57807 N SWEETWATER PR NE
BENTON CITY WA 99320-9515

APPLICANTS:
VINES FOR HUMANITY
DRENNAN, JAMES SCOTT
1973-09-11



BCSO
Planning
Public Work

Phone No.: 509-540-9168

Privileges Applied For:
DOMESTIC WINERY < 250,000 LITERS

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 6/13/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Notice of Completion	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

6

**BACKGROUND INFORMATION**

Attached is a Notice of Completion for the contract between Benton County and Bernardo-Wills Architects, PC (BWA) for architectural and engineering services for the construction of the Benton County Animal Control Facility.

The Architect determined the project reached final completion the week of April 22, 2011 and BWA has been paid in full for their services.

**RECOMMENDATION**

The recommendation is to approve the attached Notice of Completion and closeout the contract between Benton County and Bernardo-Wills Architects for architectural and engineering services for the Benton County Animal Control Facility.

**FISCAL IMPACT**

Total amount paid against this contract for said services was \$106,133.85. Contract amount was \$100,725.00 plus \$5,408.85 for reimbursable expenses.

**MOTION**

Move to approve the Notice of Completion for the architectural and engineering services for the Benton County Animal Control Facility.

# RESOLUTION

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

**IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE ARCHITECTURAL AND  
ENGINEERING SERVICES FOR THE BENTON COUNTY ANIMAL CONTROL FACILITY  
LOCATED IN KENNEWICK, WA**

**WHEREAS**, as per Resolution 10-230 dated April 19, 2010, Benton County entered into a contract with Bernardo Wills Architects PC, Spokane, WA for the architectural and engineering services for the Benton County Animal Control Facility located in Kennewick, WA; and

**WHEREAS**, Bernardo-Wills Architects, PC determined the project reached final completion the week of April 22, 2011 and Bernardo-Wills Architects have been paid in full for their services; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the architectural and engineering services for the construction of the Animal Control Facility; and

**BE IT FURTHER RESOLVED**, said contract between Benton County and Bernardo-Wills Architects is hereby closed out.

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>		<u>FACILITIES</u>	
Meeting Date:	6/13/2011	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	Blanket Contract	Pass Resolution	_____	Public Hearing	_____
Prepared by:	L. Small	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	L. Smith Kelty	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

e

**BACKGROUND INFORMATION**

Benton County Facilities has contracted with Fire Control Sprinkler Systems in the past for the service of repairing broken sprinkler heads within the County Facilities, as it is required by the Fire Marshal that a certified technician replace all broken sprinkler heads.

Fire Control Sprinkler Systems provided us their hourly rates for “as needed” services for sprinkler head replacement and repair, along with other miscellaneous services they are qualified to perform for all locations of Benton County.

A blanket contract would allow the Facilities Supervisor to move forward with services without requiring a contract for each service needed.

**RECOMMENDATION**

Approve the attached Resolution and enter into a blanket contract for “as needed” fire sprinkler head repair services for all Benton County locations for total contract amount not to exceed \$8,000 including WSST for each year this contract is in place; with a contract term expiring December 31, 2012.

**FISCAL IMPACT**

**MOTION**

Move to approve the two year contract between Benton County and Fire Control Sprinkler Systems Co., Inc. for “as needed” services for sprinkler head replacement and repair for all Benton County locations for a contract amount not to exceed \$8,000 including WSST per each year this contract is in place and authorize the Chairman of the Board to sign said contract.

# RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" SPRINKLER  
HEAD REPLACEMENT AND REPAIR WITH FIRE CONTROL SPRINKLER SYSTEMS CO., INC  
AT ALL BENTON COUNTY LOCATIONS**

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

**WHEREAS**, the Facilities Supervisor recommends a blanket service agreement with Fire Control Sprinkler Systems Co., Inc., Kennewick, WA – Contractors License No. FIRECSS120R1 to be put in place for "as needed" services for sprinkler head replacement and repair, along with other miscellaneous services they are qualified to perform for all locations of Benton County; and

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

**WHEREAS**, the prices for said services is in accordance to the agreement and Fire Control Sprinkler Systems Co., Inc. price rates attached hereto for an accumulative contract amount not to exceed \$8,000 including WSST per each year this contract is in place; **NOW THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Fire Control Sprinkler Systems Co., Inc. the blanket service agreement for "as needed" sprinkler head replacement and repair services for all Benton County locations for a contract amount not to exceed \$8,000.00 including WSST per each year this contract is in place; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FIRE CONTROL SPRINKLER SYSTEMS CO., INC.** a Washington corporation with its principal offices at 210 N Perry Street, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Washington State Prevailing Wage Rates

**2. DURATION OF CONTRACT**

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

**3. SERVICES PROVIDED**

The CONTRACTOR agrees to provide "as needed" broken fire sprinkler head repair services for all Benton County locations, to include the Benton county Fairgrounds, Benton County Jail, and Benton County Health Department. Work shall be done in a manner consistent with industry standards. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/13/11</u>	Execute Contract _____	Consent Agenda X
Subject: _____	Pass Resolution X _____	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>K. Mercer</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Facilities Dept. and Insurance Management have agreed to split the cost of a video camera – total cost for camera and memory card w/tax is \$560.98. The video camera will better enable the departments to photograph issues relating to buildings, grounds, insurance claims and other key issues and collect information for this purpose.

**SUMMARY**

**RECOMMENDATION**

Approve resolution and line item transfer

**FISCAL IMPACT**

\$300.00 per department

**MOTION**

Consent Agenda

# 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, DEPARTMENT NUMBER 110.

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: Facilities

Dept Nbr: 110

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
539-500	3133	Supplies	\$300	539-500	3501	Small Equipment	\$300
TOTAL			\$300	TOTAL			\$300

**Explanation:**

Transfer needed to pay for video camera and memory card purchase. This purchase will be split with the Insurance Management budget. The total cost of the camera and memory card is \$560.98.

Prepared by: Cami McKenzie

Date: 08-Jun-2011

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 6/13/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

9

**BACKGROUND INFORMATION**

As per Resolution 11-205 dated March 28, 2011 the Board of Commissioners entered into a contract with Apollo Sheet Metal, Inc. for the replacement of the domestic waterline located at the Benton County Justice Center for a contract amount of \$31,450.00 plus WSST.

In the process of replacing the waterline, the Contractor detected there was approximately twelve (12) additional feet of piping that was in need of replacement, which was not included in the original request for proposal.

The Contractor provided a proposal in the amount of \$1,347.43 plus WSST for the cost of replacing the additional 12 feet of piping; which will increase the original contract amount to \$32,797.43 plus WSST.

The Facilities Supervisor feels it is in the County's best interest to replace the additional piping to avoid future repairs and unforeseen water damage if the pipe were to break.

**RECOMMENDATION**

Move forward with the attached contract amendment and repair the additional footage of the deteriorating waterline.

**FISCAL IMPACT**

The actual cost of labor and material in the amount of \$1,347.43 plus WSST.

**MOTION**

Move to approve the attached first contract amendment between Benton County and Apollo Sheet Metal, Inc. to replace approximately twelve (12) additional feet of the domestic waterline located at the Benton County Justice Center, Kennewick, WA for a total contract amount not to exceed \$32,797.43 plus WSST, and authorize the Chairman to sign the contract amendment attached hereto.

# RESOLUTION

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

**IN THE MATTER OF AN AMENDMENT FOR THE CONTRACT BETWEEN BENTON COUNTY AND APOLLO SHEET METAL, INC. FOR THE DOMESTIC WATER LINE REPLACEMENT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA**

**WHEREAS**, per Resolution 11-205 dated March 28, 2011 the Board of Benton County Commissioners entered into a contract with Apollo Sheet Metal, Inc. for the replacement of the domestic water line located at the Benton County Justice Center for a total contract amount of \$31,450.00 plus WSST; and

**WHEREAS**, the attached first contract amendment is necessary as the Contractor detected there was approximately twelve (12) feet of additional piping that was in need of replacement; which was not included in the original request for proposal (RFP); and

**WHEREAS**, the Contractor provided a proposal for the additional piping which will increase the original contract amount by \$1,347.43 plus WSST; and

**WHEREAS**, the Benton County Facilities Supervisor review the proposal and believes it is in the best interest of the County to move forward and replace the additional twelve feet of pipe; increasing the total contract amount to \$32,797.43 plus WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees to approve the first contract amendment and move forward with replacing the additional piping for the domestic water line located at the Benton County Justice Center; increasing the original contract amount by \$1,347.43 for a total contract amount not to exceed \$32,797.43 plus WSST; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the first contract amendment attached hereto.

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

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

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

\_\_\_\_\_  
Member

Attest: . . . . .  
Clerk of the Board

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

## SERVICE CONTRACT AMENDMENT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **APOLLO SHEET METAL, INC.**, a corporation organized under the laws of the State of Washington, with its principal address at 1207 W Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated March 28, 2011 (the "CONTRACT") for the replacement of the domestic water line located at the Benton County Justice Center; and

Whereas, this first amendment is necessary as the Contractor detected there was approximately twelve (12) feet of additional piping that was in need of replacement; which was not included in the original request for proposal (RFP).

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

1. **CONTRACT DOCUMENTS** the existing paragraph shall be amended by adding the following exhibit:

Exhibit D – Proposed Change Order

3. **SERVICES PROVIDED** this section should remain the same except the existing second paragraph in this section shall be amended and replaced in its entirety with the following:

The CONTRACTOR agrees to provide all necessary equipment, materials and supplies for the removal of approximately 340 ft of galvanized domestic water line and the installation of a copper water line of the same size using Pro Press Fittings detailed in Exhibit B & Exhibit D.

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

The total amount payable by the OWNER to the CONTRACTOR under this Contract per the base bids provided by the CONTRACTOR is thirty-two thousand seven hundred ninety seven dollars and forty-three cents (\$32,797.43) excluding Washington State Sales Tax. Any dollar amount above the payable amount will only be approved with a written amendment to this contract signed by both parties. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to OWNER's contract representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in

compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to OWNER's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

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

**BENTON COUNTY**

**APOLLO SHEET METAL, INC.**

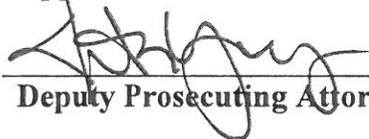
\_\_\_\_\_  
Leo M. Bowman, Chairman

  
\_\_\_\_\_  
Bob Hightower, Vice President

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

Date: 5/16/11

Approved as to Form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

*Apollo Sheet Metal, Inc.*

1207 W. Columbia Drive  
 Kennewick, WA 98336  
 509-886-1104  
 fax 509-882-8590

**PROPOSED  
 CHANGE  
 ORDER**

Add 12 feet 2 1/2 copper 1valve1-nipple,insulate

**BREAKDOWN OF COSTS**

**Apollo Proposal Number 1**

SOUTHRIDGE HS

**SHEET METAL/HVAC**

**LABOR:**

	# of Hrs.	Rate	Total
Shop Labor	_____	52.25	0.00
Field Labor	_____	55.25	0.00
Controls	_____	65.55	0.00
<b>Subtotal Labor</b>			<b>0.00</b>

Supervision 15% total labor above \$0.00

**LABOR BURDENS:**

Shop Burden 35% of Shop Labor	_____		\$0.00
Safety 2%	_____		\$0.00

**MATERIALS AND EQUIPMENT**

Delivery \$50.00 per trip	_____		
Sheet Metal Materials	_____		
Controls Materials	_____		
Sheet Metal Equipment	_____		0.00
Controls Equipment	_____		
Small Tools 5% of Field Labor	_____		0.00

**Subtotal Matls. And Equipment** \$0.00

**PLUMBING/PIPING**

**LABOR:**

	# of Hrs.	Rate	Total
Field Labor	6.00	71.23	427.38
<b>Subtotal Labor</b>			<b>\$427.38</b>

Supervision 15% total labor above \$64.11

**MATERIALS AND EQUIPMENT**

Delivery \$50.00 per trip	_____		
Materials	_____		426.00
Small Tools 5% of Field Labor	_____		21.37

**Subtotal Matls. And Equipment** \$447.37

**ADMINISTRATIVE AND MISC. COORDINATION**

Project Manager	0.50	67.00	\$33.50
Shop Drawings/Coordination	0.00	50.00	\$0.00

**SUBTOTAL APOLLO MATERIALS, EQUIPMENT AND LABOR**

Overhead		972.36	0%	\$0.00
Subtotal	972.36			
Profit			12%	\$116.68

**SUBCONTRACTS**

DKB- Insulation	_____	235.00
-----------------	-------	--------

**SUBTOTAL SUBCONTRACTS**

Overhead on Subcontracts		3%	\$7.05
Subtotal	242.05		
Profit on Subcontracts		3%	\$9.66

**SUBTOTAL APOLLO AND SUBCONTRACTS**

Insurance		1,331.09	0.5%	\$6.66
-----------	--	----------	------	--------

**GRAND TOTAL**

**\$1,347.43**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 6/13/2011	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

### BACKGROUND INFORMATION

The Board entered into a service contract with ABM Janitorial Services for janitorial services for the locations of the Benton County Justice Center, Benton County Coroner's Office, and Benton County Health District Building for an annual contract amount of \$156,900.00 plus WSST.

Attached is a first amendment to the contract in order to increase the current services and contract amount to provide janitorial services for the new Tenant Improvement (TI) area that was recently completed for the Human Services Department.

ABM provided a proposal in the amount of \$314.46 per month to clean the TI area in the Health District Bldg for Human Services, increasing the current contract amount to an annual amount of \$160,673.30 plus WSST.

### RECOMMENDATION

The recommendation is to approve the attached first contract amendment to increase the services and contract annual amount to \$160,673.30 plus WSST.

### FISCAL IMPACT

### MOTION

Move to authorize the Chairman of the Board to sign the service agreement amendment between Benton County and ABM Janitorial Services for the additional services increasing the contract to an amount not to exceed \$160,673.30 plus WSST for each year the contract is in place.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE FIRST SERVICE AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND ABM JANITORIAL SERVICES FOR JANITORIAL SERVICES**

**WHEREAS**, as per Resolution 10-385 dated July 12, 2010 the Board of Benton County Commissioners awarded the janitorial services for the locations of the Benton County Justice Center, Benton County Coroner's Office, and Benton County Health District Building to ABM Janitorial Services for an annual contract amount of \$156,900.00 excluding WSST; and

**WHEREAS**, this first amendment is necessary in order to increase the current services and contract amount to provide janitorial services for the new tenant improvement area within the Benton County Health Building that was recently completed for the Human Services Department for an additional monthly rate of \$314.46, increasing the current total annual amount to \$160,673.30 excluding WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the service agreement amendment between Benton County and ABM Janitorial Services for the additional services increasing the contract to an amount not to exceed \$160,673.30 excluding WSST for each year this contract is in place.

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

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

## SERVICE CONTRACT AMENDMENT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **ABM JANITORIAL SERVICES**, a corporation organized under the laws of the State of Washington, with its principal address at 16 E Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated July 12, 2010 (the "CONTRACT") for janitorial services for the locations of the Benton County Justice Center, Benton County Coroner's Office, and Benton County Health District Building; and

Whereas, this first amendment is necessary in order to increase the current services and provide janitorial services for the new tenant improvement area that was recently completed for the Human Services Department; and

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

1. **CONTRACT DOCUMENTS** the existing paragraph shall be amended by adding the following exhibit:

Exhibit J – Proposal for additional services at BCHD on 2<sup>nd</sup> floor dated April 25, 2011

3. **SERVICES PROVIDED** this section should remain the same with the exception of addition a second paragraph with the following:

The CONTRACTOR also agrees to provide all necessary equipment, materials and supplies to provide janitorial services in accordance with Exhibit B and Exhibit J for the additional space located at the Benton County Health District 2<sup>nd</sup> Floor known as the Benton-Franklin Human Services Department.

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

The CONTRACTOR shall be paid for said services in accordance with the attached documents hereto as Exhibits B, C, D, & J. The total amount payable by the COUNTY to the CONTRACTOR under this Contract is one hundred sixty thousand six hundred seventy three dollars and thirty cents (\$160,673.30) plus Washington State Sales Tax. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this Contractor or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of

Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

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

BENTON COUNTY

\_\_\_\_\_  
Leo M. Bowman, Chairman

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

ABM JANITORIAL SERVICES

*John C. Simpson*

*Laurie Atchenson*

\_\_\_\_\_  
Laurie Atchenson, Regional Sales Director

Date: 6/1/11  
6/6/11

Approved as to Form:

*[Signature]*  
\_\_\_\_\_  
Deputy Prosecuting Attorney

# Exhibit J



16 East Columbia Drive  
Kennewick, WA 99336  
Telephone: (509) 582-9776  
Telephone: (800) 678-4270  
Facsimile: (509) 582-5224

April, 25 2011

Benton County Justice Center  
Attn: Dean Docken  
7122 West Okanogan Place,  
Kennewick WA 99336

Dear Mr. Docken

Thank you for the opportunity to provide you with this bid to increase current services. The following is a breakdown of the services you requested:

Service location: Benton Franklin Health Department added space 2<sup>nd</sup> floor  
3 times per week only.

Increase amount of: \$314.46

New Total monthly amount : \$ 13389.44  
New amount effective date: May 2, 2011

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Benton County Justice Center

\_\_\_\_\_  
ABM Janitorial

Thank you,

A handwritten signature in cursive script that reads 'Debbie Cole'.

Debbie Cole  
Director Manager

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>6-13-11</u>	Execute Contract	<u>  x  </u>	Consent Agenda
Subject:	<u>CPM Lease Agreement</u>	Pass Resolution	<u>      </u>	Public Hearing
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	<u>      </u>	1st Discussion
Reviewed by:	<u>Loretta</u>	Pass Motion	<u>      </u>	2nd Discussion
		Other	<u>      </u>	Other

**BACKGROUND INFORMATION**

Benton County and CPM Development Corporation have a current lease agreement that expires June 30, 2011. The current lease agreement allows CPM Development Corporation to (a) enter upon and remove sand and gravel from the Premises, and (b) operate a rock, sand, and gravel crushing, sorting, and washing operation, as well as, permit water truck training and loader training to authorized employees and agents of Washington Idaho Teamsters Construction Welfare Trust ("Teamsters") on the Premises. Benton County and CPM Development Corporation wish to enter into a new agreement (same services) that commences 7-1-11 and expires 6-30-14.

**SUMMARY**

**RECOMMENDATION**

Approve the new Lease Agreement

**FISCAL IMPACT**

CPM Development Corporation agrees to pay Benton County the following:

Year	Rate per Cubic Yard of Material Removed	Minimum Compensation per Year
7/1/11 – 6/30/12	.45 cents	\$11,250.00
7/1/12 – 6/30/13	.45 cents	\$11,250.00
7/1/13 – 6/30/14	.45 cents	\$11,250.00

Funds will be general receipted into the Fairgrounds Operating Budget 0124-101

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND CPM DEVELOPMENT CORPORATION, d/B/A CENTRAL PRE-MIX CONCRETE CO.

WHEREAS, Benton County and CPM Development Corporation have a current lease agreement that expires on June 30, 2011, which was approved via Resolution 08-545 and amended by Resolution 10-363 and Resolution 11-136; and

WHEREAS, the Board of Benton County Commissioners, pursuant to the Benton County Real Property Management Policy approved by Resolution 07-752, desire to lease the following premises owned by Benton County, Lot 2, Short Plat 1253, as recorded in Vol. 1 of Short Plats, Page 1253, Auditor's Fee #862887, records of Benton County, all in Section 8, Township 8 North, Range 30 East, WM, except, all Lessor road right of ways thereon; **NOW, THEREFORE,**

**BE IT RESOLVED,** by the Board of Benton County Commissioners, Benton County, Washington, that Benton County hereby leases to CPM Development Corporation, d/b/a Central Pre-Mix Concrete Co, in consideration of and subject to the terms, conditions, and covenants set forth in the attached Lease Agreement the following premises owned by Benton County, Lot 2, Short Plat 1253, as recorded in Vol. 1 of Short Plats, Page 1253, Auditor's Fee #862887, records of Benton County, all in Section 8, Township 8 North, Range 30 East, WM, except, all Lessor road right of ways thereon; and

**BE IT FURTHER RESOLVED,** CPM Development Corporation agrees to pay Benton County the following:

Year	Rate per Cubic Yard of Material Removed	Minimum Compensation per Year
7/1/11 – 6/30/12	.45 cents	\$11,250.00
7/1/12 – 6/30/13	.45 cents	\$11,250.00
7/1/13 – 6/30/14	.45 cents	\$11,250.00

**BE IT FURTHER RESOLVED,** the attached Lease Agreement commences July 1, 2011 and expires June 30, 2014; and

**BE IT FURTHER RESOLVED,** the Board authorizes the Chairman of the Board to sign the attached Lease Agreement.

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

**BENTON COUNTY FAIRGROUNDS  
1500 SOUTH OAK STREET  
KENNEWICK, WASHINGTON 99337  
PHONE: (509) 586-9211 - FAX: (509) 582-1894**

**LEASE AGREEMENT**

TODAY'S DATE: 6-2-2011 CONTRACT NUMBER: 20.11

LEASE DATE: **July 1, 2011 to June 30, 2014**

LESSEE: **CPM Development Corporation**

MAILING ADDRESS: **P.O. Box H, Pasco, WA 99302**

CONTACT: **Craig Mayfield, General Manager**

PHONE: **509-545-8405**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> Agreement #BENFR-MHBG-10/11-00  <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 <u>      </u> Pass Motion <u>      </u> Other <u>      </u>		Consent Agenda <u>  X  </u> Public Hearing <u>      </u> 1st Discussion <u>      </u> 2nd Discussion <u>      </u> Other <u>      </u>

**BACKGROUND INFORMATION**

The Benton Franklin Counties Department of Human Services contracts with Greater Columbia Behavioral Health to promote recovery for seriously mentally ill adults and resiliency for serious emotionally disturbed children. This Agreement has not been approved as to form by Benton County Prosecuting Attorney's office as it incorporates conflicting language in the General Terms and Conditions. The concerns about this topic were expressed in writing and reviewed by the Board prior to their signing of the separate General Terms and Conditions Agreement.

**SUMMARY**

**Award:** Consideration will be no more than \$237,777.00  
**Period:** October 1, 2010 through September 30, 2011  
**Funding Source:** N/A

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Agreement
- Approve the proposed Agreement 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 Agreement #BENFR-MHBG-10/11-00 with Greater Columbia Behavioral Health 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 THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF AGREEMENT #BENFR-MHBG-10/11-00 TO PROVIDE SERVICES TO PROMOTE RECOVERY FOR SERIOUSLY MENTALLY ILL ADULTS AND RESILIENCY FOR SERIOUS EMOTIONALLY DISTURBED CHILDREN, FOR MENTAL HEALTH BLOCK GRANT FUNDING BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND GREATER COLUMBIA BEHAVIORAL HEALTH

WHEREAS, Ed Thornbrugh, Administrator of Human Services, believes it is in the best interest of Human Services and the service needs of these mentally ill persons, that the proposed Agreement be approved; and

WHEREAS, this Agreement has not been approved as to form by the Prosecuting Attorney's offices as it incorporates conflicting language in the General Terms and Conditions. The concerns about this topic were expressed in writing and reviewed by the Boards prior to their signing of the separate General Terms and Conditions Agreement; and

WHEREAS, the Agreement consideration for the Mental Health Block Grant will be at no more than \$237,777; and

WHEREAS, the Agreement is effective October 1, 2010 through September 30, 2011, NOW THEREFORE,

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

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, Agreement #BENFR-MHBG-10/11-00.

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

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

**Benton County Board of Commissioners**

**Franklin County Board of Commissioners**

\_\_\_\_\_  
Chair, Benton Co. Commissioners

\_\_\_\_\_  
Chair, Franklin Co. Commissioners

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

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

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

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

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



**GREATER COLUMBIA  
 BEHAVIORAL HEALTH  
 AND  
 BENTON AND FRANKLIN  
 COUNTIES**  
  
**MENTAL HEALTH BLOCK  
 GRANT AGREEMENT**

GCBH Agreement Number  
**BENFR-MHBG-10/11-00**

New Agreement  
 Amendment No. \_\_\_\_

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the Member Government identified below, hereinafter referred to as the "Contractor."

RSN/PHP NAME Greater Columbia Behavioral Health		RSN/PHP CONTACT NAME Mary Todd
RSN/PHP ADDRESS 101 N. Edison Street Kennewick, WA 99336		RSN/PHP CONTACT E-MAIL maryt@gcbh.org
RSN/PHP CONTACT TELEPHONE (509) 735-8681/1-800-795-9296	RSN/PHP CONTACT FAX (509) 783-4165	

CONTRACTOR NAME Benton and Franklin Counties		
CONTRACTOR CONTACT NAME Ed Thornbrough		CONTRACTOR CONTACT ADDRESS Benton and Franklin Counties Department of Human Services 7207 W Deschutes Ave Kennewick, WA 99336
CONTRACTOR CONTACT TELEPHONE (509) 783-5282	CONTRACTOR CONTACT FAX (509) 783-5981	CONTRACTOR CONTACT E-MAIL edt@gov.wa.co.benton-franklin.us

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? Yes	CFDA NUMBERS (Federal Block Grant) 93.958
---	--

START DATE	END DATE	FUNDING	MAXIMUM CONTRACT AMOUNT
October 1, 2010	September 30, 2011	Mental Health Block Grant	237,777

ATTACHMENTS: When the box(s) below are marked with a check ( √ ) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:

**Exhibit(s): A. Schedule of Expenditures of Federal Awards**

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

**GREATER COLUMBIA BEHAVIORAL HEALTH**

Charles G Reeves  
Vice-Chair, GCBH Board of Directors

**CONTRACTOR**

**Benton County**

**Franklin County**

\_\_\_\_\_  
Chairman, County Commissioner

\_\_\_\_\_  
Chairman, County Commissioner

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

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

**Approved as to Content:**

Ken R. St. P. D.O.  
GCBH Director

[Signature]  
Benton – Franklin Department of Human Services

**Approved as to Form:**

James Bell  
GCBH Legal Counsel

\_\_\_\_\_  
Benton County Prosecuting Attorney

\_\_\_\_\_  
Franklin County Prosecuting Attorney

**Fiscal Review:**

[Signature]  
GCBH Chief Financial Officer

**Content and Form Prepared By:**

Mary Gold  
GCBH Contracts Coordinator

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>  <b>Subject:</b> 2010 Shelter Plus Care Renewal Agreement Grant No. WA0072C0T011003 <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> _____

**K**

**BACKGROUND INFORMATION**

The United States Department of Housing and Urban Development (HUD) would like to renew the Shelter Plus Care Grant with Benton and Franklin Counties Department of Human Services.

**SUMMARY**

**Award:** Maximum consideration for this Agreement is \$95,976.00  
**Period:** November 1, 2011 through October 31, 2012  
**Funding Source:** United States Department of Housing and Urban Development

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Renewal Agreement is provided by the United States Department of Housing and Urban Development. **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 2010 Shelter Plus Care Renewal Agreement Grant No. WA0072C0T011003 with United States Department of Housing and Urban Development 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: IN THE MATTER OF EXECUTION OF AGREEMENT GRANT NO. WA0072C0T011003 FOR THE 2010 SHELTER PLUS CARE RENEWAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to continue to receive funding from the US Department of Housing and Urban Development for Shelter Plus Care; and

**WHEREAS**, the maximum consideration for this Agreement is \$95,976.00; and

**WHEREAS**, the Agreement shall be effective November 1, 2011 through October 31, 2012; and

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the 2010 Shelter Plus Care Renewal Agreement Grant No. WA0072C0T011003 with the US Department of Housing and Urban Development

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

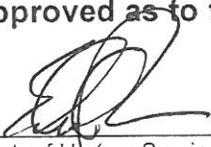
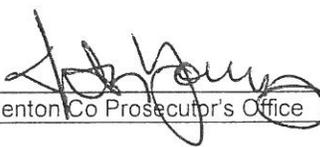
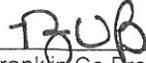
Attest: \_\_\_\_\_  
Clerk of the Board

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

Originals: Benton & Franklin County Commissioners  
Human Services

**Grant No. WA0072C0T011003**  
**2010 Shelter Plus Care Renewal Agreement**  
**Project Location: Benton and Franklin Counties, Washington**

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents 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.

<b>For Benton County:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>Chair</span> <span>Date</span> </div>		<b>For Franklin County:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>Chair</span> <span>Date</span> </div>	
<b>Attest:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Clerk of the Board		<b>Attest:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Clerk of the Board	
<b>Approved as to form:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Dept. of Human Services	<b>Approved as to form:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Benton Co Prosecutor's Office	<b>Approved as to form:</b>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Franklin Co Prosecutor's Office	

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: B/C 06-13-11 F/C 06-22-11	Executive Contract <u>xx</u>	
SUBJECT: Resolution Authorization of Contract with Department of Social & Health Services/Office of Juvenile Justice Programs for Juvenile Detention Alternatives Initiative	Pass Resolution <u>xx</u>	CONSENT AGENDA <u>xx</u>
Prepared By: Donna A. Lee	Pass Ordinance	PUBLIC HEARING
Reviewed By: Sharon Paradis	Pass Motion	1ST DISCUSSION
	Other	2ND DISCUSSION
		OTHER

**BACKGROUND INFORMATION**

The Juvenile Detention Alternative Initiative (JDAI) is proposed to use data driven decision making to review which youth are being detained in detention and to determine which youth should be eligible for a lesser restrictive environment that is consistent with community safety and that will ensure the youth will appear at future court hearings, improve court processes, identify and reduce racial disparities. The end results of JDAI is the delivery of a juvenile court system that makes program decisions based on accurate and complete data; detains youth that pose a significant risk to the community; provide a continuum of options for holding youth accountable for criminal behavior and non-compliance; delivers a swift and fair court process and delivers programs that are culturally appropriate and evidence based.

**SUMMARY**

The Benton-Franklin Counties Juvenile Justice will address the eight strategies of JDAI, which include Collaboration & Governance, Utilizing Data, Detention Admissions & Risk Assessments, Detention Alternative Programs, Expediting Case Processing, Special Detention Cases, Conditions of Confinement and Reducing Racial Disparities.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the JDAI Grant Application with the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice for the period from July 1, 2011 through June 30, 2012.

**FISCAL IMPACT**

This project is grant funded.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the grant application with the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice to provide Juvenile Detention Alternatives Initiative.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) GRANT APPLICATION BETWEEN THE OFFICE OF JUVENILE JUSTICE (OJJ) AND BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the JDAI Grant Application between the Juvenile Court and the Office of Juvenile Justice (OJJ), be approved as presented for a term commencing July 1, 2011 and terminating on June 30, 2012, for a maximum amount payable to the Counties by the Office of Juvenile Justice (OJJ) not to exceed Thirty Thousand Dollars (\$30,000.00) 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 hereby are authorized to sign, on behalf of their respective county, the Court Improvement Grant.

DATED this 13<sup>th</sup> day of June 2011

DATED this 22<sup>nd</sup> day of June 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



OFFICE OF JUVENILE JUSTICE (OJJ)  
**Juvenile Detention Alternatives Initiative Grant Application**

Please read all instructions carefully.

For assistance, contact the Department of Social and Health Services (DSHS)  
 Office of Juvenile Justice at (360) 902-7526 or FAX (360) 902-7527.

CONTRACT NUMBER	FOR OJJ USE ONLY DATE STAMP
PROGRAM AREA	

**1. APPLICANT: DO NOT USE PERSON'S NAME**

AGENCY NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>	TELEPHONE NUMBER <b>(509) 783-2151</b>	FAX NUMBER <b>(509) 736-2728</b>
STREET ADDRESS <b>5606 W. Canal Place, Suite 106</b>	CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336</b>
MAILING ADDRESS <b>5606 W. Canal Place, Suite 106</b>	CITY <b>Kennewick</b>	STATE ZIP CODE <b>WA 99336</b>

**2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT (DO NOT USE PERSON'S NAME)**

NAME <b>Benton-Franklin Counties Juvenile Justice Center</b>	TELEPHONE NUMBER <b>(509) 783-2151</b>
STREET ADDRESS <b>5606 W. Canal Place, Suite 106</b>	FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES)
CITY STATE ZIP CODE <b>Kennewick WA 99336</b>	<b>91-6001299</b>

**3. PROJECT TITLE: ENTER BRIEF, DESCRIPTIVE PROJECT TITLE**

**Benton-Franklin Counties Juvenile Detention Alternatives Initiative**

**4. APPLICANT'S AGREEMENT**

The applicant is applying for a grant award in the amount shown in the proposed BUDGET SUMMARY (Section 8 of this application) for the purposes identified in this application. By signing and submitting this application, the applicant agrees that this document, together with the GENERAL TERMS AND CONDITIONS (Attachment A of this application), becomes an offer to contract with Washington State Department of Social and Health Services (DSHS or the Department) which, if accepted, binds the applicant to the following:

The applicant agrees that this offer becomes a binding contract when a copy of this page is signed by the OJJ Director and returned to the applicant together with an Approved Budget and Special Conditions form provided, however:

a. In the event any budget category amount differs from the amount shown in Section 8 of this application, as modified by the Approved budget and Special Conditions, that amount shall be considered to be a counteroffer. The Department shall consider the counteroffer accepted by the applicant unless rejected in writing within 30 days after the date of mailing of such counteroffer by the Office of Juvenile Justice (hereinafter referred to as OJJ) to the applicant.

b. Upon acceptance of this offer/counteroffer, the applicant shall be referred to as the "Contractor" and the Contractor agrees to accept and abide by the special terms and conditions.

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

**Sharon A. Paradis, Juvenile Court Administrator - See attached signature page - Attachement 1A**

APPLICANT'S SIGNATURE	DATE <b>05/31/2011</b>
-----------------------	---------------------------

ACCEPTANCE OF OFFER COUNTEROFFER FOR DSHS <input type="checkbox"/> Acceptance <input type="checkbox"/> Non-acceptance	OJJ CONTRACTING OFFICER'S SIGNATURE	DATE
--	-------------------------------------	------

**5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT (DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS)**

NAME AND TITLE <b>Eric Lipp, Detention Manager</b>	TELEPHONE NUMBER <b>(509) 783-2151</b>
STREET ADDRESS <b>5606 W. Canal Place</b>	FAX NUMBER <b>(509) 736-2728</b>
CITY STATE ZIP CODE <b>Kennewick WA 99336</b>	E-MAIL ADDRESS <b>Eric.Lipp@co.benton.wa.us</b>

**6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE, VERIFICATIONS, FINANCIAL REPORTS)**

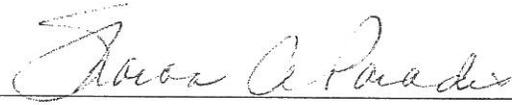
NAME AND TITLE <b>Jennifer Bowe, Administrative Services Manager</b>	TELEPHONE NUMBER <b>509) 736-2721</b>
STREET ADDRESS <b>5606 W. Canal Place, Suite 106</b>	FAX NUMBER <b>(509) 736-2728</b>
CITY STATE ZIP CODE <b>Kennewick WA 99336</b>	E-MAIL ADDRESS <b>Jennifer.Bowe@co.benton.wa.us</b>

Submission of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval action on all applications within 90 days of receipt by the Department of a conforming application, together with all required certifications. The Department shall not consider an application conforming unless the applicant has completed all items in accordance with instructions and has submitted the necessary certifications. The applicant must submit two signed completed applications to: OFFICE OF JUVENILE JUSTICE, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, PO BOX 45828 OLYMPIA WA 98504-5828.

OFFICE OF JUVENILE JUSTICE (OJJ)  
JUVENILE DETENTION ALTERNATIVES  
INITIATIVE GRANT APPLICATION

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

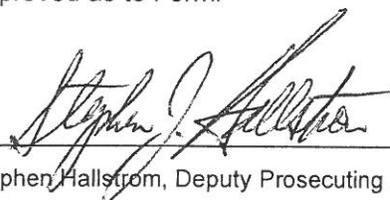
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Sharon A. Paradis, Juvenile Court Administrator

BENTON COUNTY APPROVAL

Approved as to Form:

  
052611  
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: \_\_\_\_\_



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/13/11</u>	Execute Contract _____	Consent Agenda X
Subject: _____	Pass Resolution X	Public Hearing _____
Prepared by: <u>M. Wenner</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>K. Mercer</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Facilities Dept. and Insurance Management have agreed to split the cost of a video camera – total cost for camera and memory card w/tax is \$560.98. The video camera will better enable the departments to photograph issues relating to buildings, grounds, insurance claims and other key issues and collect information for this purpose.

**SUMMARY**

**RECOMMENDATION**

Approve resolution and line item transfer

**FISCAL IMPACT**

\$300.00 per department

**MOTION**

Consent Agenda

# 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: Insurance Management Dept Nbr: 000  
 Fund Name: Insurance Management Fund Nbr: 0504101

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
514-770	4917	Liability Claims	\$300	514-710	3501	Small Equipment	\$300
TOTAL			\$300	TOTAL			\$300

**Explanation:**

Transfer needed to pay for video camera and memory card purchase. This purchase will be split with the Facilities budget. The total cost of the camera and memory card is \$560.98.

Prepared by: Melina Wenner Date: 08-Jun-2011

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>06/13/2011</u>	Execute Contract _____	Consent Agenda <u>XXX</u>
Subject: <u>Bid Award</u>	Pass Resolution <u>XXX</u>	Public Hearing _____
Prepared by: <u>Larry Moser</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Malcolm Bowie</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

### BACKGROUND INFORMATION

A public bid opening was held on Monday, June 6, 2011 in the conference room of the Public Works Department for the purchase of One New Current Production Portable Testing Lab (Mobile Office).

Three bids were received as follows:

PACIFIC MOBILE STRUCTURES, Pasco, Washington	\$26,791.25 plus sales tax;
WILLIAMS SCOTSMAN, INC., Pasco, Washington	\$29,885.88 plus sales tax; and
MODERN BUILDING SYSTEMS, Chehalis, Washington	\$30,430.00 plus sales tax.

### SUMMARY

The bid received from Pacific Mobile Structures was not submitted on the County provided proposal form. Their proposal form did not provide all the information that was requested. Therefore, their bid proposal is considered to be an irregular proposal and as such should be rejected for non-compliance.

The second low bidder did submit their bid on the proper proposal form and did provide the requested information. Therefore, their bid is in compliance with our Request for Bids.

### RECOMMENDATION

The Benton County Engineer recommends that the low bid submitted by PACIFIC MOBILE STRUCTURES, Pasco, Washington be rejected.

The Benton County Engineer recommends award of the bid to WILLIAMS SCOTSMAN, INC., Pasco, Washington.

### FISCAL IMPACT

There is \$30,000.00 budgeted in the 2011 ER&R Equipment Budget for this item. Through the Month of May ER&R has realized a budget savings of \$45,000 in equipment purchases. Therefore, the additional \$2,480 in state sales tax will not have a negative budget impact.

### MOTION

Motion to approve the consent agenda.

## RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: E. R. & R. PURCHASE OF ONE (1) NEW CURRENT PRODUCTION PORTABLE TESTING LAB (MOBILE OFFICE)

WHEREAS, bid call was made for One (1) New Current Production Portable Testing Lab (Mobile Office); and

WHEREAS, three bids were received as set forth in the attached tabulation; and

WHEREAS, the bid submitted by PACIFIC MOBILE STRUCTURES, Pasco, Washington, was not in compliance with the County proposal form and requested bid information was not provided by the bidder, therefore, their bid proposal is considered to be an irregular proposal and should be rejected for non-compliance; and

WHEREAS, the second low bid submitted by WILLIAMS SCOTSMAN, INC., Pasco, Washington did submit their bid on the proper proposal form and did provide the requested information; and

WHEREAS, the County Engineer recommends that the low bid submitted by PACIFIC MOBILE STRUCTURES be rejected; and

WHEREAS, the County Engineer recommends award of the contract to WILLIAMS SCOTSMAN, INC.; NOW, THEREFORE,

BE IT RESOLVED, that Board of Benton County Commissioners does hereby reject the bid submitted by PACIFIC MOBILE STRUCTURES; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners does hereby award the Purchase of One (1) New Current Production Portable Testing Lab ( Mobile Office) to WILLIAMS SCOTSMAN, INC., Pasco, Washington, in the amount of \$29,885.88 plus Washington State Sales Tax in the amount of \$2,480.53; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the purchase of the Portable Testing Lab (Mobile Office).

Dated this 13th day of June, 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:MJB:LJM:slc

LOCATION: BENTON COUNTY

RE: One (1) New Portable Testing Lab (Mobile Office)

LET BY: BOARD OF COUNTY COMMISSIONERS

c:\excel\my documents\Bid Tab Portable Testing Lab (Mobile Office) 06-06-11

DATE: June 6, 2011, 2:00 p.m., Local Time

Firm Name and Address	Make & Model	Delivery	Bid Price	Sales Tax	TOTAL
WILLIAMS SCOTSMAN, INC. 1925 North 4th Street Pasco, WA 99301-3728	Whitley	Approx 14 weeks	\$ 29,885.88	2,480.53	\$ 32,366.41
MODERN BUILDING SYSTEMS 120 S E WA Avenue Chehalis, WA 98532	Modern 2011 Testing Lab	90-100 days after award	\$ 30,430.00	2,525.69	\$ 32,955.69
Irregular Proposal					
PACIFIC MOBILE STRUCTURES 3300-C East A Street Pasco, WA 99301					



**RESOLUTION**

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF SOUTHGATE  
WATER COMPANY FOR A FRANCHISE TO CONTINUE AN DOMESTIC WATERLINE  
SYSTEM AND ALL FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Southgate Water Company, has applied to continue a franchise for a domestic  
waterline system and all facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday,  
July 11, 2011 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room,  
Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 13<sup>th</sup> day of June, 2011.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:lss

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/13/11</u>	Execute Contract _____	Consent Agenda <u>  x  </u>
Subject: Taser purchases from State Contract	Pass Resolution <u>  x  </u>	Public Hearing _____
Prepared by: David V. C. Pettey	Pass Ordinance _____	1st Discussion _____
Reviewed by: Keith Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

**SUMMARY**

In the past the Sheriff's Office has purchased tasers and taser accessories from Proforce Marketing, Inc. out of Prescott, AZ off the State Contract No. 02309. The current term of the state contract is from 6-3-09 through 6-2-2013 (the final term end date is 6-2-15).

**RECOMMENDATION**

The Sheriff's Office would like to purchase tasers and taser accessories off the Washington State Contract No. 02309 from Proforce Marketing, Inc., Prescott, AZ through December 31, 2012 (the end of the County's budget cycle).

**FISCAL IMPACT**

The total purchases will not exceed \$55,000 including WSST for the current duration of the state contract (June 3, 2009 through December 31, 2012).

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES OF TASER WEAPONS AND ACCESSORIES OFF WASHINGTON STATE CONTRACT NO. 02309 FROM PROFORCE MARKETING, INC, PRESCOTT, AZ 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. 02309 allows for purchases of Taser Weapons and Accessories from Proforce Marketing, Inc., Prescott, AZ; and

**WHEREAS**, Resolution 09-705 authorized the purchase of Taser Weapons and Accessories from Proforce Marketing, Inc. from the Washington State Contract No. 02309 for the Benton County Sheriff's Office from June 3, 2009 through June 2, 2011; and

**WHEREAS**, Washington State Contract No. 02309's current term stop date has been modified to June 2, 2013; and

**WHEREAS**, Benton County Sheriff's Office would like to purchase Taser Weapons and Accessories off Washington State Contract No. 02309 from Proforce Marketing, Inc. for the period of June 3, 2011 through December 31, 2012; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves purchases of Taser Weapons and Accessories for the period of June 3, 2011 through December 31, 2012 from Proforce Marketing, Inc., Prescott, AZ as allowed by Washington State Contract No. 02309 for a total amount not to exceed \$55,000 including WSST; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for Taser Weapons and Accessories from Proforce Marketing, Inc., Prescott, AZ off Washington State Contract No. 02309; and

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 02 Jun 2011</b> <b>Subject: BCEDC contract</b> <b>Memo Date: 20 Jun 2011</b> <b>Prepared By: AJF</b> <b>Reviewed By: DS</b>	<b>Execute Contract X</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY & BACKGROUND**

Attached for review is an economic development services agreement between the County and the Benton City Economic Development Council. The contract has been approved by the EDC board.

The County previously contracted with EDC in past years. After a few years away, EDC would like to renew the relationship. Their 2011 work plan is attached as part of the contract.

In various discussion between and among Commissioners, staff, and the EDC, it was decided that an 18-month contract would be created for economic development services. The contract will run July 1, 2011 through December 31, 2012. EDC will be required to submit a new work plan for 2012 to the County by the end of 2011.

**FISCAL IMPACT**

\$1,250.00 each quarter, for a total of \$7,500.00 over the 18 month life of the contract (\$2,500.00 in 2011, \$5,000.00 in 2012).

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE STANDARD SERVICE AGREEMENT BETWEEN BENTON COUNTY AND BENTON CITY ECONOMIC DEVELOPMENT COUNCIL FOR ECONOMIC DEVELOPMENT SERVICES IN THE BENTON CITY AREA

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

**WHEREAS**, Benton City Economic Development Council is a nonprofit corporation currently running an economic development program within the geographical boundaries of the Kiona-Benton School District; **NOW THEREFORE**,

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

**BE IT FURTHER RESOLVED**, that Benton County shall pay Benton City Economic Development Council \$2,500; and

**BE IT FURTHER RESOLVED** the term of the Standard Service Agreement commences June 1, 2011 and expires December 31, 2011.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

original: file  
cc: Auditor, Prosecutor (Ozuna), Sustainable Development (Smith Kelty & Fyall)  
Benton City Economic Development Council

Prepared by: A.J. Fyall

**STANDARD SERVICE AGREEMENT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "County"), and Benton City Economic Development Council, a non-profit corporation organized under the laws of the State of Washington, with its principal address at Post Office Box 1038, Benton City, Washington 99320 (hereinafter "Contractor").

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

**1. CONTRACT DOCUMENTS**

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

**2. DURATION OF CONTRACT**

The term of this Contract shall be effective July 1, 2011 and shall expire on December 31, 2012. The Contractor shall complete all work by the expiration date of this Contract.

**3. SERVICES PROVIDED**

During the term of this Contract, the Contractor shall administer the economic development programs set forth in **EXHIBIT A** within the Contractor's service area, which is coterminous with the boundaries of the Kiona-Benton School District. In addition to the items detailed in **EXHIBIT A**, Contractor will also report on progress made on the Work Plan in-person to the Board of Commissioners at a regular Commission meeting one (1) time each calendar quarter, for a total of six (6) reports to the Board over the term of this Contract. The Contractor shall also submit to the County, a Work Plan for calendar year 2012 on or before December 31, 2011.

**4. CONTRACT REPRESENTATIVES**

The County's Contract Representative is:

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

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>6/13/11</u>	Execute Contract	_____
Subject:	<u>CRID</u>	Pass Resolution	<u>X</u>
	<u>Foreclosure</u>	Pass Ordinance	_____
Prepared by:	<u>D.Davidson</u>	Pass Motion	_____
Reviewed by:	_____	Other	_____
		Consent Agenda	<u>X</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

Pursuant to RCW 35.50.030, the County Treasurer shall commence foreclosure proceedings for local improvement assessments by March 1 of each year or on or before such other date as may be fixed by general ordinance. The County Treasurer would like to extend the deadline for commencing CRID foreclosure proceedings from March 1 to July 15.

Due to the workflow of the Treasurer's and Prosecutor's Offices, the Treasurer's Office requests that the commencement date of foreclosure proceedings for 2011, and future years, for all assessments foreclosed by the County pursuant to RCW 35.50.030 shall be July 15 instead of March 1.

**SUMMARY**

See Resolution.

**RECOMMENDATION**

It is recommended that the board pass the resolution and approve the Chairman to sign the attached resolution to extend the CRID Foreclosure Initiation to July 15 for 2011 and future years.

**FISCAL IMPACT**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXTENDING THE DEADLINE TO COMMENCE ASSESSMENT FORECLOSURE PROCEEDINGS ON COUNTY ROAD IMPROVEMENT DISTRICTS PURSUANT TO RCW 35.50.030.**

**WHEREAS**, RCW 35.50.030 sets forth foreclosure procedures for local improvement assessments by cities and towns; and

**WHEREAS**, certain county assessments including road improvement district assessments, RCW 36.88.140, are to be foreclosed in the same manner as local improvement assessments for cities and towns; and

**WHEREAS**, RCW 35.50.030 provides that proceedings shall be commenced on or before March 1 of each year or on or before such other date as may be fixed by general ordinance; and

**WHEREAS**, the Benton County Treasurer would like to extend the deadline for commencing foreclosure proceedings from June 15 to July 15;

**BE IT RESOLVED**, that the deadline for commencing assessment foreclosure proceedings for all assessments foreclosed by the County pursuant to RCW 35.50.030 shall be July 15 rather than June 15 for 2011 and future years.

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

Prepared by D. Davidson

CC: Treasurer, Auditor, Assessor

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/13/11</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: _____	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>D. Davidson</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The Benton County Treasurer's Office would like the help of D.A. Davidson and Associates to determine the viability of creating a county investment pool. A county investment pool could help the County Treasurer achieve greater leverage when purchasing investments and increase the investment options available for all participants of the pool. Greater investment income would be achieved, especially in regards to schools and other special purpose districts that investment options are very limited without an investment pool. The Treasurer's office requests help from an outside firm to develop a "business plan" to determine if a pool can be successfully implemented.

**SUMMARY**

See Resolution.

**RECOMMENDATION**

It is recommended that the board pass the resolution and approve the Chairman to sign the attached agreement with Davidson Fixed Income Management Advisory Services, Inc.

**FISCAL IMPACT**

If an investment pool is established, the cost of this feasibility study is recoverable from the fees generated by the Investment Pool.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVAL OF AN AGREEMENT WITH DAVIDSON FIXED INCOME MANAGEMENT, INC., TO PROVIDE ADVISORY SERVICES IN DETERMINING THE VIABILITY OF CREATING A COUNTY INVESTMENT POOL**

**WHEREAS**, the Treasurer's Office desires to determine the viability of creating an investment pool for the county and special purpose districts (ie Schools, Ports, Fire Districts, etc) and, to achieve greater leverage when purchasing investments and more favorable interest rates, and

**WHEREAS**, an investment pool can provide the Treasurer with greater options and leverage when purchasing investments benefiting all participants in the pool with their cash flow needs and interest revenue potential, and

**WHEREAS**, the Treasurer desires to determine the viability of Benton County developing an investment pool with the help of a third party advisor, **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, that the Chairman of the Board of Benton County Commissioners is authorized to sign the "Davidson Fixed Income Management Agreement".

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

Prepared by D. Davidson

Central Services, County Auditor's Office, Rosemary Ozuna (PA), Treasurer's Office



**DAVIDSON FIXED INCOME MANAGEMENT  
ADVISORY AGREEMENT**

This Agreement is entered into on this 14<sup>th</sup> day of June, 2011 between Davidson Fixed Income Management, Inc., a Nebraska Corporation, hereinafter referred to as "ADVISOR" and Benton County, Washington, hereinafter referred to as "THE COUNTY". Services will be provided to THE COUNTY by the ADVISOR's portfolio managers located at 5550 SW Macadam Ave, Suite 110, Portland, OR 97239. In consideration of the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

**APPOINTMENT OF ADVISOR:** THE COUNTY hereby appoints the ADVISOR and the ADVISOR hereby agrees to provide investment advisory services for THE COUNTY to evaluate the viability of a County Investment Pool.

**SCOPE OF SERVICES –**

**ASSIST THE TREASURER IN DETERMINING THE VIABILITY OF CREATING A  
COUNTY INVESTMENT POOL**

- Develop a document for the Treasurer to provide all possible pool participants that outlines the structure and the cost/benefits of a County Pool.
- Create a questionnaire for potential pool participants to evaluate their specific cash flow and investment needs.
- Work with the Treasurer to create a presentation to provide to a forum of pool participants that discuss the management, strategy and goals of the investment pool.
- Present at a meeting in Benton County, to meet and educate possible pool participants.
- Speak with individual pool participants as needed.
- Document the support of possible pool participants that will commit funds to the pool.
- Design preliminary checklist on documents required to establish the pool.
  - Investment Policy Update
  - Information Document for Participants
  - Agreement Services Document between the County and Participants

**BEST EFFORT:** The ADVISOR will at all times render the services called for in this Agreement in accordance with its best judgment. However, the ADVISOR does not imply or guarantee

profits or freedom from loss in connection with its recommendations.

**FEES:** In consideration of the services performed by the ADVISOR, THE COUNTY agrees to pay the ADVISOR a one-time fee of \$5,000 at the completion of the project.

**SERVICES FOR OTHER CLIENTS:** It is understood that the ADVISOR provides investment advisory services for other clients. It is further understood that the ADVISOR may take investment action on behalf of such other clients, which differs from the investment action taken on behalf of the THE COUNTY. If the purchase or sale of securities for the THE COUNTY and one or more such other clients is affected at or about the same time, such purchase or sale shall be allocated among the other clients in a manner deemed equitable by the ADVISOR.

**ADVISOR REPRESENTATION:** The ADVISOR warrants that it is registered as an Investment Advisor under the Investment Advisors Act of 1940, and that the activities contemplated herein are to the best of its knowledge, in compliance with all laws and regulations applicable to it and governing investments, and that all necessary actions required to authorize such activities have, to the best of its knowledge, been taken.

**BINDING ARBITRATION:** The parties specifically agree that any controversy arising out of this Agreement, or termination of this Agreement, for any reason whatsoever, will be decided by binding arbitration in accordance with the rules then prevailing of the Arbitration Committee of the Financial Industry Regulatory Authority (FINRA), in front of one (1) arbitrator mutually agreed upon by the parties. The validity and enforceability of this arbitration clause will be determined in accordance with the Federal Arbitration Act.

**TERM:** The term of this agreement shall be for six months from the time the contract is signed.

**CONFIDENTIAL RELATIONSHIP:** All information and advice furnished by either party to the other hereunder will be treated as confidential and may not be disclosed to third parties except as required by operation of law or the legitimate business necessity of the disclosing party.

**DISCLOSURE STATEMENT:** The ADVISOR represents that it has delivered to the THE COUNTY, at least two business days prior to the execution of this Agreement, ADVISOR's current Form ADV, Part II. By signing this Agreement below, the THE COUNTY hereby acknowledges its receipt of said document at least two business days prior to its execution of this Agreement.

**KEY PERSONNEL:** The ADVISOR acknowledges and THE COUNTY hired the ADVISOR because of the special qualifications of Advisors key personnel. In particular, through this Contract, THE COUNTY is engaging the expertise, experience, judgment, and personal attention of Deanne Woodring, CFA, Dave Westcott, CFA and Sally Walton ("key personnel"). In the event the ADVISOR requests that THE COUNTY approve a reassignment or transfer of the key personnel, THE COUNTY shall have the right to approve or disapprove the proposed replacement(s).

**MISCELLANEOUS:** This Agreement may not be assigned by either of the parties without the prior written consent of the other. This Agreement constitutes the entire agreement of the parties

with respect to the matters contained herein and no modification of this Agreement shall be effective unless such modification is in writing and signed by the parties hereto.

This Agreement shall be governed by the laws of the State of Washington, and furthermore by the Investment Advisors Act of 1940 and the rules and regulations promulgated by the Securities and Exchange Commission under said act.

Notices and reports as called for herein shall be mailed, in the care of:

**ACCOUNT:**  
Benton County, Washington  
620 Market Street  
Prosser, Washington  
99350  
Phone: 509-786-5710

**ADVISOR:**  
Davidson Fixed Income Management, Inc.  
5550 SW Macadam Ave. Suite 110  
Portland, OR 97239  
Phone: (866) 999-2374

Duane Davidson  
*Treasurer*

Deanne Woodring, CFA  
*Managing Director*

**AGREED TO AND ACCEPTED:**  
BENTON COUNTY, WASHINGTON

*Signature*

Duane Davidson

*Printed or Typed Name*

Treasurer

*Title*

*Date*

6/8/11

BENTON COUNTY, WASHINGTON

*Signature*

Lee Bowman

*Printed or Typed Name*

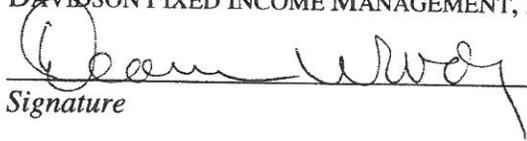
Chair of Board of Commissioners

*Title*

*Date*

**AGREED TO AND ACCEPTED:**

DAVIDSON FIXED INCOME MANAGEMENT, INC.

  
\_\_\_\_\_  
*Signature*

Deanne Woodring  
\_\_\_\_\_  
*Printed or Typed Name*

Managing Director  
\_\_\_\_\_  
*Title*

6/6/11  
\_\_\_\_\_  
*Date*

**Marilu Flores - Re: Request for BC Commissioners Meeting Appearances**

9:05

**From:** Marilu Flores  
**To:** Hewitt, Eileen  
**Subject:** Re: Request for BC Commissioners Meeting Appearances

---

>>> Eileen Hewitt 4/20/2011 2:28 PM >>>  
Marilu,

Marianne Ophardt would like to request the following appearance, approximately 15 minutes each, no request for action by the commissioners with our WSU Benton - Franklin Area Extension Educators on the following dates:

**May 9th @ 9:15 am**

Marianne Ophardt and Gwen Hoheisel  
Gwen will discuss commercial fruit production updates in Benton - Franklin County area.

**June 13th @9:05 am**

Marianne Ophardt and Tim Waters  
Tim will discuss commercial vegetable production updates in the Benton - Franklin County area.

**June 27th @ 9:05 am**

Marianne Ophardt and Natalie Kinion  
Natalie will give a presentation regarding the activities, events and impacts of the Benton Franklin 4-H program over the past year as well as upcoming opportunities.

**August 1st @ 9:05 am**

Marianne Ophardt and Lauri Sherfey  
Lauri will give an update on the WSU's current programming efforts in Franklin County.

Eileen Hewitt  
[eileen.hewitt@co.benton.wa.us](mailto:eileen.hewitt@co.benton.wa.us)

WSU Benton County Extension - Kennewick  
5600-E West Canal Drive  
Kennewick, WA 99336  
(509) 735-3551

WSU Extension programs and employment are available to all without discrimination.  
Evidence of non-compliance may be reported through your local extension office.

9:20

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> June 13, 2011 <b>SUBJECT:</b> Possible Zoning Text Amending <b>MEMO DATE:</b> June 6, 2011 <b>Prepared By:</b> Clark A. Posey <b>Reviewed By:</b> Michael Shuttleworth	<b>TYPE OF ACTION NEEDED</b> <b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b> X	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> X <b>2nd Discussion</b> <b>Other</b>
--	--	--

**BACKGROUND INFORMATION**

The Benton County Commissioners on May 23, 2011 received a fax (see attached) from the Tri-Cities Metallic Silhouette Association requesting a Zone Text Amendment on lands located in the County's GMA Agricultural District (GMAAD). Their requested language change would include the addition of a Firing/Shooting Range as an allowed use within the GMA AG District.

As noted in BCC 11.18.020 (see attached), the purpose of this Chapter is to meet the requirements of the Growth Management Act to protect agricultural lands of long-term commercial significance, therein limiting non-agricultural uses in the district to those compatible with agriculture. Therefore, the GMA Agricultural District allowed uses section does not allow for a firing/shooting range.

The Planning Department would like to discuss this request with the Commissioners and ask for the Board's input regarding whether they wished to have the Planning Department pursue this matter.

Leo	✓	<b>RECEIVED</b> MAY 23 2011 BENTON COUNTY COMMISSIONERS
Jim	✓	
Shon	✓	
David	✓	
Loretta	✓	
Other	Planning	

Benton County Commission  
 Benton County Courthouse  
 620 Market Street  
 Prosser, WA 99350

**Commissioners:**

We represent an association of several hundred persons in the Tri-Cities area, with the stated purpose of the promotion of organized firearms shooting among persons in our community. We currently operate a small range facility in Franklin County, but we have been actively pursuing the purchase or long-term lease of other lands for the development of a larger range facility. We have entered into preliminary negotiations with a landowner for a long-term lease of a parcel in southern Benton County, but our negotiations are currently stalled due to a zoning issue.

Most lands in southern Benton County, including the parcel we are interested in, are zoned Growth Management Act Agricultural. The zoning ordinance does not list a firing range as a permitted use under this zoning. In our discussions with Benton County planning manager Michael Shuttleworth, we understand that it would be exceptionally difficult to change the zoning on such properties. We are therefore requesting an amendment to the zoning ordinance to include a firing range as a permitted use under the GMA Ag zoning.

We wish to cite two precedents in making this request. First, the Benton County Sheriff's Department and the Kennewick Police Department currently operate a range facility for their own use on lands zoned GMA Ag. Second, much of southern Benton County, including the parcel we are interested in, has been used as an informal unorganized firing range for many years. We simply wish to continue using lands that have been used for shooting for many years, but with the addition of proper safety improvements and rules.

You may be aware that due to safety issues, some landowners have recently closed their lands to shooting. The Sheriff's Department has been very busy of late trying to enforce these closures. In addition there is a large trash problem on many of the lands we are discussing, due in part to litter and carelessness by casual shooters. It is obvious to us that there is a need for an organized shooting facility in that part of the county, and we would like to have the opportunity to develop one. Our association has a history dating back over two decades, a spotless record when it comes to firearms safety, and a large presence in the community. Our current facility is used by several instructors for firearms safety classes, and we conduct dozens of public events each year that are geared toward promoting safe and responsible shooting, including: informal and sanctioned competitions in four different disciplines, an annual women & youth introduction to shooting, and free hunter sight in days just before hunting season.

An expansion of our association into a larger range facility would only increase the opportunities for us to bring safe and responsible shooting to the public, and we would like to bring these opportunities to Benton County, but we cannot do so without the requested zoning ordinance amendment. We would be happy to attend a commissioner's meeting to discuss this further with you, and please do not hesitate to contact our vice-president, Mr. David Baalman, at 509-528-0813 if you have any questions.

Thank you,



Board of Directors  
 Tri-Cities Metallic Silhouette Association  
 Steven C. Schlegel, Board Chair

**RECEIVED**

MAY 24 2011

Benton County  
 Planning Department

**9:25 am**

TRIDEC Update

Carl Adrian

**9:40 am**

**EXECUTIVE SESSION**

**Potential Litigation – R Hayes**



FILE



June 6, 2011

Leo	<input checked="" type="checkbox"/>
Jim	<input checked="" type="checkbox"/>
Shon	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<i>K Mercer</i>
	<i>A Fyall</i>

Benton County Commissioners  
P. O. Box 190  
Prosser, Washington 99350

Subject: Walter Clore Wine & Culinary Center

Dear Commissioners,

The Port of Benton is pleased to report the completion of Phase II – the Outdoor Event Facility for the Walter Clore Wine and Culinary Center. This building will help facilitate events that will be held on the grounds. You are cordially invited to attend the grand opening ceremony, which has been set for Thursday, June 30, 2011, beginning at 11:00 a.m.

As you are aware, the recent announcement of the federal Economic Development Administration (EDA) award of \$2 million will now allow the completion of Phase III – the construction of the main building for the Walter Clore Wine and Culinary Center. Again, we thank you for your involvement and support of this project. The EDA Grant award complements the long-standing public-private partnership integrating resources and expertise of Federal Housing and Urban Development, Washington State Department of Commerce, Port of Benton, Benton County, City of Prosser, Prosser Economic Development Association, Hanford Area Economic Investment Fund Committee, Washington State University, Washington Wine Commission, private companies and individuals over the last six years. Per your previous commitment, a \$100,000 match from Benton County was included in the EDA proposal. Now that this award has been granted, we respectfully request the County's portion of funding to meet the EDA grant requirements.

Economic development spurred from the Center will be felt not only in Benton County, but throughout the state as the Center focuses on wine, food and agriculture.

Thank you for your consideration of this request. We look forward to hearing from you soon and hope to see you at the grand opening.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott D. Keller', written over a horizontal line.

Scott D. Keller,  
Executive Director

c: Port Commission and Counsel