

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BENTON COUNTY BOARD OF COMMISSIONERS TO SIGN THE CONTRACT BETWEEN BENTON COUNTY AND G2 COMMERCIAL CONSTRUCTION, INC FOR THE CONSTRUCTION OF THE BENTON COUNTY ANIMAL CONTROL FACILITY LOCATED IN KENNEWICK, WA

WHEREAS, as per Resolution 10-302 dated May 24, 2010 the Board of Benton County Commissioners awarded the construction of the Benton County Animal Control Facility to G2 Construction, Inc, Kennewick, WA in the amount of \$815,640.00, plus \$4,977.00 for alternate #1 for a total contract amount of \$820,617.00 excluding WSST, as lowest responsible bidder; and

WHEREAS, G2 Construction, Inc had recently changed their company name to G2 Commercial Construction, Inc. – Contractors License No. G2COMCC902JB; which was the company information they submitted on the bid form; and

BE IT RESOLVED, the Board of Benton County Commissioner, Benton County, Washington hereby acknowledges the company name change and concurs with the award to G2 Commercial Construction, Inc. as the lowest bidder for the construction of the Benton County Animal Control Facility for a contract amount of \$820,617.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the contract between Benton County and G2 Commercial Construction, Inc. 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

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF DARRYLL OLSEN TO THE BENTON COUNTY WATER CONSERVANCY BOARD

WHEREAS, the term for Darryll Olsen expired on May 31, 2010; and

WHEREAS, Darryll Olsen has expressed a willingness to be reappointed to the Benton County Water Conservancy Board for an additional six-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Darryll Olsen is hereby re-appointed to the Benton County Water Conservancy Board, said term expiring on May 31, 2016.

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>June 7, 2010</u>	Execute Contract	_____	Consent Agenda
Subject:	Kiona Irrigation	Pass Resolution	XXX	Public Hearing
	District	Pass Ordinance	_____	1st Discussion
	Appointment	Pass Motion	_____	2nd Discussion
Prepared by:	Marilu Flores	Other	_____	Other
Reviewed by:	L Smith Kelty			

BACKGROUND INFORMATION

Attached for Board review is Resolution appointing Lydia Case to the Kiona Irrigation District.

Attached vacancy was advertised in the local paper, posted at Benton County bulletin boards as well as on our internet. Applications were accepted May 5, 2010 through 5 pm, May 19, 2010. Ms. Case was the only candidate who expressed an interest to serve.

RECOMMENDATION

Resolution appointing Ms. Lydia Case be approved.

CONCLUSION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING LYDIA CASE TO THE KIONA IRRIGATION DISTRICT BOARD OF DIRECTORS

WHEREAS, there exists a vacancy with the Kiona Irrigation District; and,

WHEREAS, the Board of Benton County Commissioners advertised and posted a vacancy announcement calling for qualified candidates; and

WHEREAS, Lydia Case has expressed an interest and willingness to serve on the Board for a three year term; **NOW, THEREFORE**,

BE IT RESOLVED that Lydia Case is hereby appointed to the Kiona Irrigation District Board of Directors, said term expiring on December 31, 2012.

Dated this day of, 20

Chairman of the Board

Member

Member

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE ANIMAL CONTROL DEPARTMENT TO PURCHASE UNIFORMS FOR ANIMAL CONTROL EMPLOYEES.

WHEREAS, an Animal Control Department was created during the 2010 budget process; and

WHEREAS, the Animal Control employees will have frequent interaction with the public in various situations and locations throughout Benton County; and

WHEREAS, in order to protect the Animal Control employees and the public, the public should be able to easily identify Animal Control employees by looking at their uniform; and

WHEREAS, the Animal Control employees' uniforms should include, but not limited to, Benton County's name and Animal Control in large letters as well as an identifiable badge; **NOW THEREFORE**

BE IT RESOLVED, by the Board of County Commissioners that the Animal Control Department shall be allowed to purchase uniforms for Animal Control employees that the public will be able to easily identify as employees of the Benton County Animal Control Department; and

BE IT FURTHER RESOLVED the Animal Control employees' uniforms should include, but not limited to, Benton County's name and Animal Control in large letters as well as an identifiable badge.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>June 7, 2010</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Aging & Long Term Care</u>	Pass Resolution	XXX	Public Hearing
Prepared by:	<u>Marilu Flores</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:	<u>L Smith Kelty</u>	Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION

Attached for Board review is Resolution appointing Pat Johnstone-Jones and Ruth Burtsfield to the Aging and Long Term Care Board.

Attached vacancy was advertised in the local paper; posted on Benton County bulletin boards as well as on our internet. Ms. Ruth Burtsfield and Pat Johnstone-Jones expressed an interest to serve.

RECOMMENDATION

Resolution appointing Ruth Burtsfield and Pat Johnstone-Jones be approved.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPOINTMENT TO THE BENTON COUNTY
ADVISORY COUNCIL FOR THE OFFICE OF AGING & LONG TERM CARE**

WHEREAS, Ms. Pat Johnstone-Jones has expressed an interest in serving on the Aging & Long Term Care Advisory Council; and

WHEREAS, the Advisory Council desires to have Pat Johnstone-Jones appointed to the vacant Position 6, two-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Pat Johnstone, is hereby appointed to the Benton County Advisory Council for the Office of Aging & Long Term Care, said term expiring on December 31, 2012.

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**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPOINTMENT TO THE BENTON COUNTY
ADVISORY COUNCIL FOR THE OFFICE OF AGING & LONG TERM CARE**

WHEREAS, Ms. Ruth Burtsfield has expressed an interest in serving on the Aging & Long Term Care Advisory Council; and

WHEREAS, the Advisory Council desires to have Ruth Burtsfield appointed to Position 5, three-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Ruth Burtsfield,
is hereby appointed to the Benton County Advisory Council for the Office of Aging & Long Term Care, said term expiring on December 31, 2011.

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

f

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 07 Jun 2010	Execute Contract	Consent Agenda X
Subject: County Showcase	Pass Resolution X	Public Hearing
Memo Date: 01 Jun 2010	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By: LSK	Other X	Workshop

SUMMARY

Attached for Commissioner consideration is an agreement regarding the "County Showcase" program offered through the National Association of Counties.

BACKGROUND

In March, I introduced the County Showcase program offered by the National Association of Counties. I have attached the agenda item memo from that workshop for background information to reacquaint you with the project.

FOLLOW-UP

Out of the March workshop came two items that the Board identified as needing some follow-up:

1. Is the County Showcase project compatible with the County's existing website structure?
Yes. I investigated this with Randy Reid. We will have to make a couple of minor modifications to the CGI link, and CGI said that would be fine. Otherwise, Mr. Reid so no issues with the application.
2. Will the third-party provider, CGI Communications, be able to work directly with some of our community partners, such as TRIDEC and the TCVCB?
The answer is yes. I have already briefly mentioned the project to the TCVCB and to PEDDA. Once I am able to get CGI oriented with appropriate contact info and direction, they will be able to work primarily with our partners in the community.

FISCAL IMPACT

There is no dollar cost to the County. There would be some staff time from myself and Randy Reid to work with CGI on the project, and there would need to be space allocated on the County website for these features. My contributions would amount to putting CGI in contact with relevant local partners, helping to the write the "letter of introduction" described in the agreement, and being a liaison between CGI and the County.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE "COUNTY SHOWCASE" PROGRAM

WHEREAS the National Association of Counties has made available to its membership a marketing program called the "County Showcase" at no charge through a third-party vendor called CGI Communications of Rochester, New York; and,

WHEREAS CGI will work with Benton County and its community partners to produce a seven-minute "County Movie Book Tour"; and,

WHEREAS the program is another opportunity for Benton County to promote its community, economy, and lifestyle; **NOW THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman to sign the "County Movie Book Tour Agreement" with CGI Communications.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

County Movie Tour Book Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
800-398-3029 phone
866-429-8611 fax

Name: Leo Bowman
Title: County Commissioner
Address: 620 Market Street
County, State, Zip: Prosser, Washington 99350
Phone: 509-786-5710
Email: leo.bowman@co.benton.wa.us
Website: www.co.benton.wa.us

This agreement is between CGI Communications, Inc. and the County of Benton and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Movie Showcase is made available for viewing via a link on the www.co.benton.wa.us -website homepage for viewer access. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

CGI Communications, Inc. and its eLocalLink division shall provide a County Movie Showcase as follows:

- Website Welcome video from your County Manager or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to three additional videos to showcase various aspects of your County and/or organization (providing a total of seven 1 minute County highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of County Movie Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the County Movie Showcase from your website shall be facilitated by eLocalLink providing HTML source code for graphic link to be prominently displayed on the www.co.benton.wa.us website homepage
- eLocalLink will own copyrights of the master County Movie Showcase
- The County of Benton will assume no cost or liability for this project

Program Add-Onif signed and received by 02/26/10:

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the County of Benton, WA US
- SmartTrack™ measurement and trackability

The County of Benton, WA US shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the County Movie Showcase
- Agrees to give eLocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Coming Soon" graphic link prominently on the www.co.benton.wa.us website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour Book" link prominently on the www.co.benton.wa.us website homepage for the term of this agreement
- Provides eLocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

The County of Benton, WA US

Signature:

Name (printed):

Title:

Date:

CGI Communications, Inc.

Signature:

Name (printed): Nicole Rongo

Title: Marketing Manager

Date: 02/17/10

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 22 Mar 2010 Subject: County Showcase Memo Date: 17 Mar 2010 Prepared By: AJF Reviewed By: LB	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Workshop
	X	X

SUMMARY & BACKGROUND

This item was presented to member counties at a recent National Association of Counties event. Personnel from the company CGI Communications of Rochester, New York have since followed-up with Commissioner Bowman and myself with further information. It is easiest to just let their memos speak for themselves, so I have attached materials hereto that were provided by CGI.

In a nutshell, it is this... CGI, who has a partnership with NACo, contracts with the County to create up to seven short (2 minutes) videos on various topics. The videos are professionally filmed, narrated, and produced. There is a link on the County website to these videos, which are hosted by CGI. There is no cost to the County for this. CGI generates revenue via traffic and selling advertising to local businesses. The best way to get a picture of the product, is to look at an example. The example CGI provides is for Jefferson Parrish, Louisiana, which is just west of New Orleans. To view this example, use the link below, then scroll to the bottom of the page and look on the right side for the "Video Tour Book". Click on one of the topics in the menu...

<http://www.jeffparish.net/index.cfm>

Based on this information, does the Board want staff to continue discussions with CGI on this project?

FISCAL IMPACT

There is no dollar cost to the County. There would be some staff time from several people to work with CGI on the project, and there would need to be space allocated on the County website for these features.

#

RESOLUTION

9

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

**IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE IRRIGATION AND
DOMESTIC WATER INSTALLATION LOCATED AT THE BENTON COUNTY
FAIRGROUNDS**

WHEREAS, Benton County entered into a contract on March 22, 2010 with Mid-Columbia Construction, Inc., dba/ Jesse's Lawn Maintenance, Kennewick, WA for the irrigation and domestic water installation located at the Benton County Fairgrounds as per Resolution 10-165; and

WHEREAS, the Facilities Manager determined the project has reached completion; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts this project complete.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Personal Services Agreement #PSA-2010.2011-NAMI-00 with the National Alliance for the Mentally Ill	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like to enter into a Professional Services Agreement with the National Alliance for the Mentally Ill to provide funding for a Family To Family Program for family members of adults with serious mental illnesses.

SUMMARY

Award: \$8,000.00

Period: March 1, 2010 through December 31, 2011

Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

- Sign the resolution to accept the proposed PSA.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Greater Columbia Behavioral Health contract. **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 PSA-2010.2011-NAMI-00 with the National Alliance for the Mentally Ill and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. 2010 136

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

**IN THE MATTER OF EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE NATIONAL ALLIANCE FOR THE MENTALLY ILL AND THE BENTON
AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES FOR THE
PROVISION OF A NAMI SUPPORTED TRAINING PROGRAM, and**

WHEREAS, NAMI will provide up to four (4) twelve week sessions of the Family to Family Program to family members of adults with serious mental illnesses and becomes effective March 1, 2010 and shall expire on December, 2011, unless terminated sooner; and

WHEREAS, NAMI shall provide course evaluations within ten business days after the end of each program session, and

WHEREAS, the maximum consideration is \$8,000, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign #PSA-2010.2011-NAMI-00 on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2010

Dated this 5. day of . . . *May*, 2010

Chair, Benton Co. Commissioners

Brod Reese

Chair, Franklin Co. Commissioners

Chair, Pro Tem

[Signature]

Chair, Pro Tem

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

[Signature]

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

Attest:
Clerk of the Board

Attest: *Mary Withers*
Clerk of the Board

cc: Human Services, Franklin County

Carey

Benton and Franklin Counties
Board of Commissioners
Agenda Summary Report

COPY i

DATE: May 18, 2010	PRESENTED BY: Benton and Franklin Counties Department of Human Services
SUBJECT / ISSUE: Renewing of Hardware and Software Maintenance Policy with Netsmart Technologies for three (3) years.	
ACTION(S) REQUESTED: Approve for re-signatures on Consent Agenda.	
BACKGROUND: Netsmart Technologies currently provides the proprietary mental health data system and does regular hardware and AIX software maintenance for the Department of Human Services. Our 2009 Agreement expired on October 25, 2009. The 2010 Agreement for three (3) years will cost \$31,375.43.	
COORDINATION: The Information Systems Analyst has reviewed the new quote and is in agreement with it.	
RECOMMENDATION: The Department of Human Services would like the commissioners of Benton and Franklin Counties to sign the Resolution so that our mental health data continues to be secure and up to date	
HANDLING / ROUTING: Please sign and return to Human Services for distribution to the appropriate entities.	
ATTACHMENTS: Describe documents attached to this package. <ol style="list-style-type: none">1. Action Summary Report2. Three (3) Resolutions for Signature3. Letter accepting quote and services	

I certify the above information is accurate and complete.

Carol Carey, Sr. Secretary

JOINT RESOLUTION TO PURCHASE

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF RENEWING OF HARDWARE AND SOFTWARE MAINTENANCE POLICY WITH NETSMART TECHNOLOGIES FOR THREE (3) YEARS

WHEREAS, Netsmart Technologies currently provides the proprietary mental health data system and does regular hardware and AIX software maintenance for the Department of Human Services; and

WHEREAS, the 2009 Agreement expired on October 25, 2009; and

WHEREAS, the cost of the 2010 Agreement will be \$31,375.43 for a three (3) year period;
NOW THEREFORE

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

BE IT FURTHER RESOLVED that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign the resolution to renew the Agreement with Netsmart Technologies on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of, 2010.

Dated this day of, 2010.

Chair

Chair

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

cc: Human Services, Franklin County, Benton County

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0963-68016-02 with the Division of Alcohol and Substance Abuse Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services has an agreement with the Health and Recovery Services Administration, Division of Alcohol and Substance Abuse to provide treatment services to clients. HRSA is decreasing the total amount by \$2,636.00. This decrease includes services to Children's Administration Chemical Dependency Professionals.

SUMMARY

Award: Decrease \$2,636.00 for a maximum consideration of \$3,950,876.00.
Period: March 1, 2010 through June 30, 2011.
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- Sign the resolution to accept the proposed amendment.
- Approve the proposed amendment by signing all the copies where indicated.

FISCAL IMPACT

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

MOTION

To approve signing Amendment #0963-68016-02 with the Division of Alcohol and Substance Abuse and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution # _____

Franklin County Resolution # _____

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

IN THE MATTER OF EXECUTION OF AN AMENDMENT TO DECREASE THE TOTAL AMOUNT IN THE AGREEMENT FOR PROVIDING SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DIVISION OF ALCOHOL AND SUBSTANCE ABUSE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, AGREEMENT #0963-68016-02

WHEREAS, the Division of Alcohol and Substance Abuse would like to amend the original agreement with the Department of Human Services to decrease contract amounts for Children's Administration-Chemical Dependency Professionals; and

WHEREAS, the amendment decreases the contract by \$2,636.00 to a maximum consideration of \$3,950,876.00 and

WHEREAS, the amendment is effective March 1, 2010 through June 30, 2011, NOW THEREFORE,

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

BE IT FURTHER RESOLVED that the Chairman of each County is hereby authorized to sign the amendment on behalf of the Board of Benton and Franklin County Commissioners.

Dated thisday of, 2010.

Dated thisday of, 2010.

Chair

Chair

Chair Pro-tem

Chair Pro-tem

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

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

Attest _____
Clerk of the Board

Attest _____
Clerk of the Board

K

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 06-14-10 F/C 06-23-10		
SUBJECT: Personal Services Contract Amendment between BFJJC and Matthew Cummings dba Riverview Counseling and Consulting, Inc.		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

Matthew Cummings, dba, Riverview Counseling and Consulting, Inc. has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The contract amendment is to place compensation changes into effect.

SUMMARY

This contract amendment is to amend Section 4 (Compensation), Paragraph C of the contract, put into effect with resolution numbers BC 09 522 and FC 2009 346, by replacing the wording of Section 4, Paragraph C.

RECOMMENDATION

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract Amendment with Riverview Counseling and Consulting, Inc.

FISCAL IMPACT

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

MOTION

I move we approve the Personal Services Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Matthew Cummings dba Riverview Counseling and Consulting, Inc., as outlined above.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND RIVERVIEW COUNSELING AND CONSULTING, INC., THUS AMENDING BENTON COUNTY RESOLUTION 09 522 AND FRANKLIN COUNTY RESOLUTION 2009 346, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Contract Amendment between Riverview Counseling and Consulting, Inc. and Benton-Franklin Counties Juvenile Justice Center be approved as presented and

WHEREAS approval then, necessitates amending Benton County Resolution 09 522 and Franklin County Resolution 2009 346, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the amended Personal Services Contract between the Juvenile Court and Riverview Counseling and Consulting, Inc.

DATED this 14th day of June 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 23rd day of June 2010
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND RIVERVIEW COUNSELING AND CONSULTING

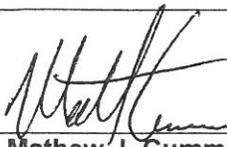
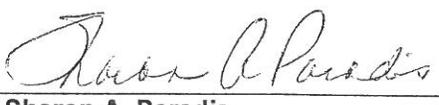
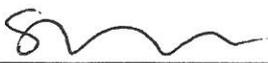
This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center (BFJJC), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Riverview Counseling and Consulting, Inc., with its principal offices at 660 George Washington Way STE B, Richland, WA 99352 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 09 522 and executed on August 10, 2009, and Franklin County Resolution No. 2009 346 and executed on August 17, 2009 (the "Contract"), the parties agree that section 4 (Compensation), paragraph C of the Contract shall be amended by replacing it with the following paragraph 4.C:

- C. At the rate of \$105.00 per Juvenile Justice Center group to provide weekly group sex offender therapy. The parties agree that certain individuals may be more appropriately placed in Contractor's group instead of the Juvenile Justice Center group. Accordingly, following written approval by the SSODA Coordinator, such individuals will be placed in the Contractor's group at the rate of \$45 per individual, per weekly group, for weekly group sex offender therapy. These rates for the Juvenile Justice Center group and for the individuals placed in Contractor's group include staff consultation and case planning regarding juvenile sex offenders following group sessions.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

 <u>Mathew J. Cummings, LICSW</u> <u>5/21/2010</u> Date	 <u>Sharon A. Paradis</u> <u>5/19/2010</u> Date
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p>  <u>5/25/10</u> <u>Sarah Perry, Deputy Prosecuting Attorney</u> Date	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p align="center"><u>Agreed Review Performed by Benton County</u> <u>Ryan Verhulp, Civil Deputy Prosecuting Attorney</u> Date</p> <p>By: _____ Name: <u>James R. Beaver</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 06-07-10 F/C 06-16-10		
SUBJECT: BFJJC & KSD Detention Alternative School Program		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

RCW 13.04.145 provides, "A program of education shall be provided for by the several counties and school districts of the state for common school age persons confined in each of the detention facilities staffed and maintained by the several counties of the state under this chapter and chapters 13.16 and 13.20 RCW. The division of duties, authority, and liabilities of the several counties and school districts of the state respecting the educational programs is the same in all respects as set forth in RCW 28A.190.030 through 28A.190.060 respecting programs of education for states residential school residents..."

The District, with funding from the Office of Superintendent of Public Instruction (OSPI); provides regular teaching and educational services to youth detained or ordered to a detention alternative school program at the Benton-Franklin Counties Juvenile Justice Center Detention School Program.

SUMMARY

This Agreement sets forth the mutual obligations and rights of the parties with respect to services provided by the District to juvenile offenders in Benton and Franklin Counties pursuant to RCW Ch. 28A.190 and RCW 13.04.145.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Interlocal Agreement with the Kennewick School District.

FISCAL IMPACT

There is no fiscal impact to either county nor the BFJJC.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Interlocal Agreement with the Kennewick School District.

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 INTERLOCAL AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE KENNEWICK SCHOOL DISTRICT TO PROVIDE FOR REGULAR TEACHING AND EDUCATIONAL SERVICES TO YOUTH DETAINED OR ORDERED TO A DETENTION ALTERNATIVE SCHOOL PROGRAM AT 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 proposed Interlocal Agreement between the Juvenile Court and the Kennewick School District be approved as presented for a term commencing on September 1, 2009, and terminating on August 31, 2011, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Contract between the Juvenile Court and the Kennewick School District shall be for a period commencing September 1, 2009, and terminating on August 31, 2011.

DATED this day 7th of June 2010

DATED this 16th day of June 2010

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Interlocal Agreement Between Benton and Franklin Counties

and

Kennewick School District #17

1. Parties

- 1.1 This Interlocal Agreement (Agreement) is entered by and between Benton and Franklin Counties, political subdivisions of the State of Washington (Counties) on behalf of the Benton/Franklin Counties Superior Court, Juvenile Division/Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Kennewick School District #17, a municipal corporation of the State of Washington (District). The parties are located in and exist under the laws of the State of Washington.

2. Purpose and Recitals

- 2.1 Authority. This Agreement is entered into under the Interlocal Cooperation Act, RCW Ch. 39.34 and, in accordance with RCW 39.34.040, shall be filed with the County Auditor prior to its entry into force.
- 2.2 Background. RCW 13.04.145 provides, "A program of education shall be provided for by the several counties and school districts of the state for common school age persons confined in each of the detention facilities staffed and maintained by the several counties of the state under this chapter and chapters 13.16 and 13.20 RCW. The division of duties, authority, and liabilities of the several counties and school districts of the state respecting the educational programs is the same in all respects as set forth in RCW 28A.190.030 through 28A.190.060 respecting programs of education for state residential school residents"

The District, with funding from the Office of Superintendent of Public Instruction (OSPI), provides regular teaching and educational services to youth detained or ordered to a detention alternative school program at the Benton-Franklin Counties Juvenile Justice Center Detention School Program (Program).

- 2.3 Purpose. This Agreement sets forth the mutual obligations and rights of the parties with respect to services provided by the District to juvenile offenders in Benton and Franklin Counties pursuant to RCW Ch. 28A.190 and RCW 13.04.145.

3. Responsibilities of the Counties

- 3.1 Compliance With Statute. The Counties shall comply with all applicable federal, state and local laws, rules and regulations in performing its duties under this Agreement.
- 3.2 Program Management. The Counties shall support the operation of the Program by providing appropriate staffing of custody officers, space for school operation and administration, telephonic communication equipment, and furnishings.
- 3.3 Operational Component. The Counties shall develop and implement safety policies for the Program.

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN NOXIOUS WEED CONTROL BOARD FUND NUMBER 0134-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 6/7/10 Subject: Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

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

RECOMMENDATION

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND PACIFIC MICROREM, INC.

BE IT RESOLVED that the Board of Benton County Commissioners is hereby authorized to sign the attached personal services contract between Benton County and Pacific MicroRem, Inc.

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

cc: R. Sparks, M. Wenner, R. Ozuna, T. French

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

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

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

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

<u>AGENDA ITEM</u> MTG. DATE: June 7, 2010 SUBJECT: Re-Appointment of 2 members to the Planning Commission MEMO DATE: June 1, 2010 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

Mr. James Wetzel in the First Commissioner District, Mr. Martin Sheeran in the Third Commissioner District have terms on the Benton County Planning Commission that are up on July 1, 2006. Both members have indicated their desire to continue serving on the Planning Commission. The Commissioners from the First and Third Districts have indicated to Planning Staff their concurrence in having the members reappointed.

SUMMARY

Two members of the Planning Commission are up for reappointment as of July 1, 2010. They and the Commissioners from their Districts have agreed to the reappointments.

RECOMMENDATION

It is the recommendation of the Planning Staff that the Board of County Commissioners sign the resolutions appointing the above mentioned Planning Commission members to the Planning Commission for another four year term to expire on July 1, 2014.

FISCAL IMPACT

None

MOTION

The Board will need to make a motion approving the re-appointments of Mr. Wetzel, and Mr. Sheeran to the Benton County Planning Commission with their terms to expire on July 1, 2014.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF MARTIN SHEERAN TO THE BENTON COUNTY PLANNING COMMISSION.

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission, and

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual Board members, said appointment to result in equal representation among the Commissioners Districts, and

WHEREAS the term of Martin Sheeran in the Third Commissioner District expires July 1, 2010, and

WHEREAS the Third District Commissioner has nominated Martin Sheeran for reappointment, Mr. Sheeran has stated his desire to continue serving, and the other members of the Board concur with the nomination,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners appoints Martin Sheeran, to the Benton County Planning Commission, with his term expiring July 1, 2014.

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

Terry A. Marden/djh

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF JAMES S. WETZEL TO THE BENTON COUNTY PLANNING COMMISSION.

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission, and

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual Board members, said appointment to result in equal representation among the Commissioners Districts, and

WHEREAS the term of James S. Wetzel in the First Commissioner District expires July 1, 2010, and

WHEREAS the First District Commissioner has nominated James S. Wetzel for reappointment, Mr. Wetzel has stated his desire to continue serving, and the other members of the Board concur with the nomination,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners appoints James S. Wetzel, to the Benton County Planning Commission, with his term expiring July 1, 2014.

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

Terry A. Marden/djh

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RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: HIDDEN HILLS, CE 1927 CRP

WHEREAS, plans and specifications for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners;
NOW, THEREFORE

BE IT RESOLVED that the plans be and hereby are approved and that the Chairman is authorized to sign Sheet One of Six for Hidden Hills, CE 1927 CRP.

Dated this 7th day of June 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

LSS

8.

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO GOOD NEIGHBOR WATER ASSOCIATION, FOR A FRANCHISE FOR A WATER LINES SYSTEM AND FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Good Neighbor Water Association, who has applied to continue a non exclusive franchise for a water lines system and facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring May 31, 2020, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Good Neighbor Water Association has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

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RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO
SUNDOWN ESTATES, FOR A FRANCHISE FOR A DOMESTIC WATER LINES
SYSTEM AND FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Sundown Estates, who has applied to continue a non exclusive franchise for a domestic water lines system and facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring May 31, 2020, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Sundown Estates has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

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RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO AGRESERVES, INC dba AGRINORTHWEST, FOR A FRANCHISE FOR AN ELECTRICAL AND WATER SYSTEM AND FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of AgReserves, Inc. dba AgriNorthwest, who has applied to continue a non exclusive franchise for electrical and water system and facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring May 31, 2020, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, AgReserves, Inc. DBA AgriNorthwest has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

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



RESOLUTION

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

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND
ABANDONMENT OF UNIMPROVED ROAD RIGHT OF WAY OF BEERS ROAD,
CE 1933 VAC, IN SECTION 21 AND 22, TOWNSHIP 9 NORTH, RANGE 25 EAST,
W.M.

WHEREAS, Resolution No. 10-269 dated May 3, 2010 scheduled a public hearing for May 24, 2010 to consider the request of Ronald Cole and others to vacate the following described right of way within Benton County:

The East 20 feet of the Northeast $\frac{1}{4}$ of Section 21, T 9 N, R 25 E, WM, except the North 20 feet thereof; AND the West 20 feet of the Northwest $\frac{1}{4}$ of Section 22, T 9 N, R 25 E, WM, except the North 20 feet thereof.

AND;

WHEREAS, the County Engineer reported that a 40 feet wide right of way was granted to Benton County by Order of Establishment and signed on April 5, 1920; and

WHEREAS, Benton County Public Works have received written public comments from the following:

- 1) Sunnyside Valley Irrigation District: Have no facilities and need no easements
- 2) Benton County Planning Department wanted to make sure there were no landlocked parcels.

- 3) The Benton County Fire Marshall determined that the existing easements were sufficient and had no other comments.
- 4) Benton REA has an existing power line running northerly from the end of Beers Road to McCreadie Road; and has requested that they be granted an easement along the alignment of the existing power line.

AND;

WHEREAS, Ronald Cole spoke at the Public Hearing in favor of the vacation; and

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

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is an unimproved and unmaintained right of way;
3. The right of way is not the sole legal access to any separate parcel;
4. The vacation be subject to a utility easement to be retained as follows:

The West 20 feet of the Northwest $\frac{1}{4}$ of Section 22, T 9 N, R 25 E, WM, lying north of the SVID Canal;

5. The public will be benefited by the vacation and abandonment of the subject right of way and it does not appear to be in the public interest to preserve the subject right of way for the County Road System of the future; NOW, THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

The East 20 feet of the Northeast $\frac{1}{4}$ of Section 21, T 9 N, R 25 E, WM, except the North 20 feet thereof; AND the West 20 feet of the Northwest $\frac{1}{4}$ of Section 22, T 9 N, R 25 E, WM, except the North 20 feet thereof;

BE IT RESOLVED that the following utility easement be retained described as follows:

The West 20 feet of the Northwest $\frac{1}{4}$ of Section 22, T 9 N, R 25 E, WM, lying north of the SVID Canal.

Dated this _____ day of _____, 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:LSS

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: TRANSFER OF SURFACE TRANSPORTATION PROGRAM (STP) FUNDS TO THE CITY KENNEWICK FOR OLYMPIA STREET IMPROVEMENTS

WHEREAS, the City of Kennewick and Benton County have agreed to a joint project for the reconstruction of Olympia Street from SR 397 to West 27th Avenue; and

WHEREAS, the City of Kennewick is the lead agency on the project; and

WHEREAS, Benton County desires to transfer \$192,000 in federal Surface Transportation Program (STP) funds to the project; and

WHEREAS, the Public Works Manager and County Engineer recommends said transfer; NOW, THEREFORE,

BE IT RESOLVED that the TRANSFER OF SURFACE TRANSPORTATION PROGRAM (STP) FUNDS in the amount of \$192,000 of Benton County STP funds to the City of Kennewick for the Olympia Street Reconstruction Project is approved.

Dated this 7th day of June 2010.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

MJB:slc

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 07 June 2010 Subject: HH Cemetery waiver Memo Date: 25 May 2010 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other



SUMMARY & BACKGROUND

A group of volunteers organized through Agri-Northwest and one of the Kennewick-based LDS wards is going to donate time, equipment, materials, and labor to do some minor restoration at the County-owned Horse Heaven Cemetery near the intersection of Cemetery and Travis Roads. The work will include general cleanup, construction of a new perimeter fence, and leveling/graveling of a parking/turn-around area.

Since the County owns the property, the Prosecutor has advised that while a formal contract/agreement is not necessary, we should have a liability waiver in place with the volunteers. Jonathan Young drafted the attached waiver for this purpose.

Mr. Young suggested having a County representative sign each waiver along with the volunteer. He said this need not necessarily be an elected official or legal staff, but rather anyone authorized by the Board to do so. He suggested that I do it as the project manager, and as such the resolution that has been prepared reflects this.

FISCAL IMPACT

Not applicable.

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE HORSE HEAVEN CEMETERY

WHEREAS, a group of citizens in volunteering to make improvements to the Horse Heaven Cemetery, which is owned by Benton County; and,

WHEREAS, the Benton County Prosecutor has advised that liability waivers be prepared and signed by each volunteer and by a representative of the County; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners thanks each volunteer for their contributions at the Horse Heaven Cemetery, and requires that each volunteer sign the liability waiver prepared by the Benton County Prosecutor prior to beginning their service on-site at the cemetery. The Board of County Commissioners further instructs the County Administrator or his designee to also sign each waiver acknowledging the County's awareness of the volunteer's intentions to be working on the property.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**LIABILITY WAIVER AND LICENSE FOR LIMITED
USE OF PROPERTY BELONGING TO BENTON COUNTY, WASHINGTON**

WHEREAS: [Full Name] _____ (“VOLUNTEER”) is a Washington State resident, over the age of 18 years, and desires to improve property of the Horse Heaven Cemetery located at 10403 East Cemetery Road Southeast (“CEMETERY”); and desires to make such improvements free-of-charge out of respect for those therein laid to rest; and

WHEREAS: CEMETERY is presently owned by Benton County, a political subdivision of the State of Washington (“COUNTY”), and COUNTY is desirous of the improvements offered by VOLUNTEER;

THEREFORE: In consideration of the license to enter and use the CEMETERY in a manner otherwise reserved for COUNTY, its agents and employees, VOLUNTEER hereby agrees as follows:

1. VOLUNTEER will be responsible at all times for his/her own actions in conducting improvements at CEMETERY. VOLUNTEER agrees to perform only such work as has been approved by COUNTY. VOLUNTEER shall retain the exclusive right to control the manner and methods by which he/she conducts authorized improvements at CEMETERY;
2. VOLUNTEER will, at all times, exercise reasonable care for his/her own safety, and the safety of fellow volunteers, COUNTY employees, COUNTY property and the public.
3. VOLUNTEER will, at all times, exercise due respect for members of the public using the CEMETERY, and shall not make improvements in any time or manner that will disturb the public or impair another from lawful use of the CEMETERY;
4. VOLUNTEER recognizes that hazards may reasonably be encountered at the CEMETERY. VOLUNTEER understands that portions of CEMETERY have fallen into poor condition and agrees to inspect the CEMETERY for both obvious and latent dangers before commencing work. VOLUNTEER also waives any right that he/she may have now, or in the future, to claim against, file suit against, or otherwise recover monetarily or otherwise, from COUNTY, for any bodily injury or property damage incurred while on, at, or about CEMETERY grounds;
5. VOLUNTEER understands and agrees that COUNTY may revoke this license to enter and improve CEMETERY at any time by giving oral or written notice to VOLUNTEER. VOLUNTEER further understands and agrees that nothing provided herein shall prohibit COUNTY from removing, altering or undoing any work undertaken by VOLUNTEER at CEMETERY at any time, or for any reason that COUNTY deems necessary or appropriate.
6. VOLUNTEER shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees, representatives and insurers against any and all claims, actions, liability, or loss of any nature whatsoever, including costs and reasonable attorney fees in defense thereof, for injury, sickness, distress, disability or death to persons or damage to property or business, caused by or arising out of VOLUNTEER’s acts, errors or omissions in performance of improvements under this license.

7. VOLUNTEER understands and agrees that no benefits of employment are conferred by way of this license; this includes without limitation, the understanding that VOLUNTEER is working without pay, salary, sick time, vacation time or any other fringe benefits customarily offered to county employees.
8. VOLUNTEER understands and agrees that this license is not transferable and that no part of this license may be offered or construed as evidence that COUNTY has conveyed any real property interest in CEMETERY to VOLUNTEER.
9. VOLUNTEER agrees that he/she will not employ any other person to work at CEMETERY without prior written consent of COUNTY. To the extent that VOLUNTEER directs the activities of others at CEMETERY, VOLUNTEER expressly waives any immunity VOLUNTEER might have had under workers compensation laws, including but not limited to Title 51 of the Revised Code of Washington;

By signing below, I, VOLUNTEER certify that I have read and agree to the conditions set forth above. I specifically certify that the provisions contained within Section 9 have been mutually negotiated.

VOLUNTEER

Signature: _____

Printed Name: _____

Date: _____

REPRESENTING BENTON COUNTY

Signature: _____

Title: _____

Date: _____

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Benton County

Department of Public Works

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

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

9:05

June 3, 2010

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: WSU Prosser - IAREC

Commissioners:

WSU Prosser - IAREC has filed a petition to continue a nonexclusive franchise for an irrigation water system and facilities within the unincorporated Benton County road right of way.

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

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

If you have any questions, please contact this office.

Sincerely,



Steven W. Becken
Public Works Manager

9:10

AGENDA ITEM: MTG. DATE: June 7, 2010 MEMO. DATE: May 27, 2010 SUBJECT: Short Plat Vacation - SPV 10-02, Aaron Lingle Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On May 8th, 200, Short Plat 3001 was recorded, which created 4 lots. The recorded short plat included a thirty-foot (30) private road easement, which culminated with a fifty-foot (50) radius turnaround in lot 1 of the Short Plat. Aaron Lingle, owner of all four lots of Short Plat 3001, has submitted an application requesting that the private road easement turnaround, created with short plat 3001, be vacated off the face of the short plat and replaced with a "L" shape turnaround, also in lot 1.

Property owners of the lots within the short plat and owners of property within 300' of the outer perimeter of said short plat have been notified. All concerned agencies such as Health Department, Benton County Engineer, Benton County Fire Marshal and any utility companies have been notified of this proposal. Attached is the submitted comment from the Benton County Fire Marshal stating that he would approve the new L shaped turnaround.

The Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request.

The public hearing notice for application SPV 10-02 was published on May 27, 2010 and the public hearing is scheduled for June 7, 2010 at 9:10 a.m.

SUMMARY

Benton County has received a request for the vacation and subsequent relocation of the private road easement turnaround in lot 1 of short plat 3001. The Board of County Commissioners is scheduled to conduct a public hearing on June 7, 2010 at 9:10 a.m.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends that the proposed vacation of the turnaround easement in lot 1, in conjunction with the recording of the new turnaround easement, be approved.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approve the vacation of the 50-foot radius turnaround easement located on lot 1 of short plat 3001 in the northwest Quarter of Section 34, Township8 North, Range 30 East, W.M. This motion is conditioned on the applicant providing the Benton County Planning Department with a copy of the recorded document creating the L shaped turnaround easement as approved by the Benton County Fire Marshal prior to the signing of the resolution by the Board of Commissioners. The document must be approved and recorded within 1 year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void.

9:20

Yakitat Land Proposal

Brandon Meeks

Meeks Ranches

Objective

To purchase the 5 parcels currently owned by Benton County in order to make necessary improvements for stock water and corrals for use in the adjacent grazing allotment operated by the Bureau of Land Management.

Parcels

- 119963020062017 - .31 acres
- 119963020062020 - .12 acres
- 119963020084016 - .63 acres
- 119964020064017 - .46 acres
- 119963020144008 - .07 acres

Details

I currently have an application in to lease the Horse Heaven grazing allotment operated by the Bureau of Land Management. The main limiting factor to the feasibility of that lease is water for the livestock. I am also applying for grant funding from the Benton County Natural Resource Conservation Service's EQUIP program for beginning farmers and ranchers. The main project that would be implemented would be drilling a well(s) for water. It is currently not possible to drill a well on the BLM land so it is crucial that I obtain deeded acreage to do so. Two of the parcels are located in a prime location for a watering facility that is close to Yakitat Rd. and close to Benton PUD power lines. All of these parcels appear to be landlocked by BLM land and there is no recorded easements that I am aware of. I would have access to these parcels as operator of the grazing allotment.

Timeline

The deadline for the 2011 EQUIP program is July 15, 2010 and I would need to have title to the land in question in order to be eligible for funding.

Question

Is it possible to give public notice of the parcels and as long as there is no other interested parties allow me to purchase the parcels for an agreed upon amount?

9:30

Benton and Franklin Counties
Provider Network

Business Plans

9:45

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	7-June-2010	Execute Contract	_____
Subject:	Changing the Remote Access Policy	Pass Resolution	_____
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta SmithKelty		
		Consent Agenda	_____
		Public Hearing	_____
		1 st Discussion	<u> X </u>
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Last year, the Board adopted modifications to the Remote Access Policy (Res. 09-293) to accommodate the use of BlackBerry smart phones provided by the county, specifically through Central Services. Subsequently, a request has been made by two elected officials to allow their personal BlackBerry devices to be connected to the county BlackBerry Enterprise Server (BES) which provides access to GroupWise email. Some issues for consideration include:

- A personal BlackBerry is a non-county device connected to the county network.
- Since security is imposed on BlackBerry devices from the BES, personal devices can be made subject to the same security requirements as county devices.
- The Public Records Act and the statutes governing archival status of records may be applicable to information on the personal BlackBerry devices and call detail records of BlackBerry usage that are not in the possession of the county.
- The Client Access License required to allow a BlackBerry device to connect to the BES resides on the server rather than the device, so no county owned software has to be installed on personal BlackBerry devices.

Allowing use of personal BlackBerry devices requires amendment of the Remote Access Policy. Does the Board wish to pursue amending the policy?

SUMMARY

Central Services is seeking direction from the Board on whether or not to start the process of amending the Remote Access Policy to allow elected officials to have personal BlackBerry devices connected to the county BlackBerry Enterprise Server for access to GroupWise email.

RECOMMENDATION

1ST
2nd

FISCAL IMPACT

None.

MOTION