

March 8, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
March 1, 2010, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Steve Becken and Malcolm Bowie, Public Works; DPA Ryan Brown; Ed Thornbrugh, Human Services; Mike Shuttleworth, Planning Manager; Bryan Perry, Safety/Training Coordinator.

Approval of Minutes

The Minutes of February 22, 2010 were approved.

Consent Agenda

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

Assessor

- a. Salary Request Statement

Commissioners

- b. Amending ByLaws and Rules of Procedure; Repealing and Superceding Resolution 09-114
- c. Appointment of L Matzner to the Mid-Columbia Library Board of Trustees
- d. Line Item Transfer, Fund No. 0305-101, Dept. 000
- e. Support Letter for Kennewick General Hospital
- f. Application Support for the Chairmanship of the National Association of Counties' Transportation Steering Committee

Facilities

- g. Blanket Service Agreement w/Sierra Electric, Inc. for Electrical Services
- h. Contract w/Varsity Contractors Inc for Janitorial Services

Fairgrounds

- i. HVAC System Contract w/Apollo Sheet Metal
- j. Lease Agreement w/Franklin County Farm Bureau

Juvenile

- k. Contract Amendment w/WA State DSHS, Juvenile Rehabilitation Administration
- l. Personal Services Agreement w/Coffey Refrigeration

Office of Public Defense

- m. Superior Court Indigent Defense Services Contract w/J Bell

Public Works

- n. Authorization to Schedule & Advertise a Bid Date for Refined Petroleum Products
- o. Purchase of Traffic Sign Materials 2010
- p. Interlocal Agreement w/Kennewick Irrigation District
- q. Authorization to Proceed w/Improvements of Wisner Parkway @ BNSF Railroad
- r. Grade Crossing Construction/Maintenance Agreement re Wisner Parkway Railroad Crossing

Sheriff

- s. Authorization to Purchase Suppressors from Larsen Firearms
- t. Authorization to Purchase Ammunition from Larsen Firearms
- u. Authorization to Purchase Rifles from Kesselring's

Other Business

Letter – Columbia Snake River Irrigators

Commissioner Benitz proposed the Board approve a letter to the Governor supporting the proposal for immediate implementation of the Water Conservation and Maintenance Program as proposed by the Columbia-Snake River Irrigators Association.

MOTION: Commissioner Benitz moved the Board support the Water Conservation and Maintenance Program as proposed by the Columbia Snake River Irrigators and possibly participate in a conference call. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Yucca Mountain - Hanford Communities

Adam Fyall presented a letter to the governor proposed by Hanford Communities requesting the State remain involved in the Yucca Mountain issue.

MOTION: Commissioner Bowman moved to approve the Chairman sign the letter as presented. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

WSAC Report

Commissioner Bowman provided a summary of bills that were still alive that could affect the County in one way or the other.

Human Services Position

Commissioner Bowman asked about the next step in the recruitment process for the new Human Services Director.

Mr. Sparks stated that Fred Bowen would be talking to his Board on Wednesday, but that Benton County had a process in place for these types of positions. He recommended they advertise the position and put a committee together from people in the community that could interview the applicants along with himself and Fred Bowen. He said they could then provide a list of three names for the Board to choose from.

The Board agreed that Mr. Sparks should follow that process.

Transportation Steering Committee Application

Chairman Beaver said he was in favor of the Board doing everything it could to elevate one of its team members to an "all-star" position and supporting that effort.

Claim for Damages

CC 2010-05: Received on February 22, 2010 from City of Ellensburg

Vouchers

Check Date: 2/26/2010
Warrant #: 945135-945409
Taxes #01160210; 01010210
Total all funds: \$2,610,478.42

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

Resolutions

- 10-123 Amending ByLaws and Rules of Procedure; Repealing and Superceding Resolution 09-114
- 10-124 Appointment of L Matzner to the Mid-Columbia Library Board of Trustees
- 10-125 Line Item Transfer, Fund No. 0305-101, Dept. 000
- 10-126 Application Support for the Chairmanship of the National Association of Counties' Transportation Steering Committee
- 10-127 Blanket Service Agreement w/Sierra Electric, Inc. for Electrical Services
- 10-128 Contract w/Varsity Contractors Inc for Janitorial Services
- 10-129 HVAC System Contract w/Apollo Sheet Metal
- 10-130 Lease Agreement w/Franklin County Farm Bureau
- 10-131 Contract Amendment w/WA State DSHS, Juvenile Rehabilitation Administration
- 10-132 Personal Services Agreement w/Coffey Refrigeration
- 10-133 Superior Court Indigent Defense Services Contract w/J Bell

- 10-134 Authorization to Schedule & Advertise a Bid Date for Refined Petroleum Products
- 10-135 Purchase of Traffic Sign Materials 2010
- 10-136 Interlocal Agreement w/Kennewick Irrigation District
- 10-137 Authorization to Proceed w/Improvements of Wiser Parkway @ BNSF Railroad
- 10-138 Grade Crossing Construction/Maintenance Agreement re Wiser Parkway Railroad Crossing
- 10-139 Authorization to Purchase Suppressors from Larsen Firearms
- 10-140 Authorization to Purchase Ammunition from Larsen Firearms
- 10-141 Authorization to Purchase Rifles from Kesselring's

There being no further business before the Board, the meeting adjourned at approximately 9:15 a.m.

Clerk of the Board

Chairman



CITY OF BENTON CITY
OFFICE OF THE MAYOR

RECEIVED

FEB 22 2010

BENTON COUNTY COMMISSIONERS

February 19, 2010

Mr. James Beaver, Chairman
Mr. Max Benitz, Jr., Commissioner
Mr. Leo Bowman, Commissioner
BENTON COUNTY COMMISSIONERS
PO Box 190
Prosser WA 99350

workshop

Max	✓
Leo	✓
Jim	✓
David	✓
Loretta	✓
Other	R. Brown

RE: City of Benton City – Metropolitan Park District

Dear Benton County Commissioners:

The City of Benton City has for many years pursued a goal to have a swimming pool or aquatic park to serve those who live in and around Benton City. In 2008, efforts were initiated to organize a Metropolitan Park District with the cooperation of the County. Based upon the concerns of the Commissioners that more information was necessary, the project was withdrawn.

The City now wishes to reinitiate the formation of the Metropolitan Park District.

The City, therefore, submits to the County Commissioners this proposal for the initiation of a Metropolitan Park District. The proposed District boundaries are identified on the enclosed map which would include not only the City of Benton City, but also portions of unincorporated Benton County which would be benefited by the aquatic park.

Since the proposed Metropolitan Park District would be composed of overlapping jurisdictions, both the City Council and the Board of County Commissioners must work in concert by the adoption of corresponding Resolutions to initiate the procedure.

We are, therefore, requesting the formation of the proposed Metropolitan Park District be placed on your agenda for discussion at a convenient time.

If the Commissioners agree with the feasibility of the project, the City would proposed that an appropriate Interlocal Agreement be negotiated addressing the many issues needed to be resolved regarding the organization of the District, including finalizing the boundaries, the make-up of the Board, definition of the project, and funding.

The next step would be the adoption of Resolutions calling for the creation of the Metropolitan Park District providing for its submission to the Benton County Boundary Review Board, and ultimately, the vote of the people. All of this, of course, would be contingent upon final voter approval of those parties living within the boundaries of the proposed Metropolitan Park District.

As the Commissioners may recall, the City has already secured the land for the location of the aquatic park which, however, is subject to a reversionary clause by the land owner if the construction of the aquatic park is not commenced by February 28, 2011. Therefore, time is of the essence, and your earliest attention to this matter would be greatly appreciated.

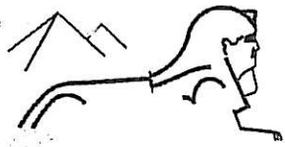
Respectfully yours,



Lloyd R. Carnahan, Mayor

Enclosure

cc: Benton City Council Members
Ryan Brown



TRANSMITTAL

DATE: February 17, 2010

TO: Stephanie Hoegh

JOB#: 04-126

FROM: Bob Spink

PROJECT: Aquatic Park

MESSAGE:

Attached is a revised description of the proposed Benton City Metropolitan Park District boundary.

Per our understanding of direction received from the City this description is as follows:

1. It doesn't encroach upon West Richland's city limits.
2. It doesn't include Department of Energy property.
3. It matches Library District boundary south of I-82.
4. It matches Kiona Benton School District boundary north of I-82 without including Department of Energy property per item 2 above. Please note, the attached map which we dated February, 2010, was taking from a county web site map where the shaded Department of Energy property doesn't totally agree with that we received from D.O.E.

Copy to: Lee Kerr

PROPERTY DESCRIPTION
Proposed Benton City Metropolitan Park District
Page 1 of 2

Beginning at the northeast corner of Section 16, T 10 N, R 27 E, W.M.; thence westerly along the north line of said Section 16 to the centerline of the Yakima River; thence following the centerline of the Yakima River in a southwesterly direction to the intersection with the south line of Section 19, T 10 N, R 27 E, W.M.; thence easterly along the south line of said Section 19 to the south 1/4 corner of said Section 19; thence southerly along the center line of Section 30, T 10 N, R 27 E, W.M. to the northeasterly right of way line of DeMoss Road; thence in a southeasterly direction along said right of way line to the south line of said Section 30; thence westerly along the south line of said Section 30 to the centerline of the Yakima River; thence in a southeasterly direction along the centerline of said river to west line of Section 32, T 10 N, R 27 E, W.M.; thence northerly along the west line of said Section 32 to the northwesterly right of way line of Ruppert Road; thence in a northeasterly direction along said right of way line to the north line of said Section 32; thence westerly along the north line of said Section 32 to the northwest corner of said Section 32; thence northerly along the west line of Section 29, T 10 N, R 27 E, W.M. to the west 1/4 corner of said Section 29; thence easterly along the center of said Section 29 to the west line of the east half of the west half of said Section 29; thence southerly along said line to the north right-of-way line of the UP RR right of way; thence proceeding northeasterly and eventually southeasterly along said north line of said UP RR right-of-way to the east line of Section 33, T 10 N, R 27 E, W.M.; thence southerly along the east line of said Section 33 to the southeast corner thereof; thence southerly along the east lines of Sections 4, 9, 16 and 21, T 9 N, R 27 E., W.M., to the southeast corner of said Section 21; thence westerly along the south line of said Section 21 to the southwest corner thereof; thence southerly along the east line of Section 29, T 9 N, R 27 E, W.M., to the southeast corner of said section 29; thence westerly along the south lines of Sections 29 and 30, T 9 N, R 27 E, W.M., to the southwest corner of said Section 30; thence northerly along the west line of said Section 30 to the northwest corner of said Section 30; thence westerly along the south lines of Sections 24, 23, 22, 21, 20 and 19, T 9 N, R 26 E, W.M., to the southwest corner of said Section 19; thence northerly along the west lines of Sections 19, 18, 7 and 6, T 9 N, R 26 E, W.M. to the northwest corner of said Section 6; thence easterly along the north line of said Section 6 to the northeast corner; thence northerly along the west line of Section 32, T 10 N, R 26 E, W.M. to the northwest corner thereof; thence easterly along the north lines of Sections 32 and 33, T 10 N, R 26 E, W.M. to the northeast corner of said Section 33; thence northerly along the east lines of Sections 28, 21 and 16, T 10 N, R 26 E, W.M. to the northeast corner of said Section 16; thence westerly along the north line of said Section 16 to the northwest corner thereof; thence northerly along the west line of Section 9, T 10 N, R 26 E, W.M. to the northwest corner thereof; thence westerly along the north line of Sections 8 and 7, T 10 N, R 26 E, W.M. to the northwest corner of said Section 7; thence northerly along the west line of Section 6, T 10 N, R 26 E, W.M. to the northwest corner of said Section 6; thence northerly along the west line of Section 31 T 11 N, R 26 E, W.M to the northeast corner thereof, thence westerly along the north line of Section 36, T 11 N, R 25 E, W.M. to the northwest corner of said Section 36; thence northerly along the west line of Section 25, T 11 N, R 25 E, W.M. to the west quarter corner of said Section 25, thence

easterly along the centerline of said Section 25 to center of said Section 25, thence southerly along the centerline of said Section 25 to the northwest corner of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 25, thence easterly to the northeast corner of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 25; thence southerly to the southeast corner of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 25; thence easterly to the southeast corner of said Section 25, thence southerly to the southwest corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 31, T 11 N, R 26 E, W.M.; thence easterly to the southeast corner of the northeast $\frac{1}{4}$ of northwest $\frac{1}{4}$ of said Section 31, thence southerly to the center of said Section 31, thence easterly to the northwest corner of the northeast $\frac{1}{4}$ of southeast $\frac{1}{4}$ of said Section 31, thence southerly to the southwest corner of southeast $\frac{1}{4}$ of southeast $\frac{1}{4}$ of said Section 31, thence easterly to the southeast corner of said Section 31, thence southerly to the southwest corner of northwest $\frac{1}{4}$ of northwest $\frac{1}{4}$ of Section 5, T 10 N, R 26 E, W.M., thence easterly to the southeast corner of northeast $\frac{1}{4}$ of northwest $\frac{1}{4}$ of said Section 5; thence southerly to the southwest corner of northwest $\frac{1}{4}$ of southeast $\frac{1}{4}$ of said Section 5, thence easterly to the southeast corner of northwest $\frac{1}{4}$ of southeast $\frac{1}{4}$ of said Section 5, thence southerly to the southwest corner of southeast $\frac{1}{4}$ of southeast $\frac{1}{4}$ of said Section 5, thence easterly to the northwest corner of Section 9, T 10 N, R 26 E, W.M.; thence easterly along the north line of said Section 9 to the northeast corner thereof; thence south along the east line of said Section 9 to the east $\frac{1}{4}$ corner thereof; thence easterly along the center of Section 10, T. 10 N, R 26 E. W.M. to the east $\frac{1}{4}$ corner of said Section 10; thence northerly along the east line of said Section 10 to the southwest corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 11, T. 10 N, R 26 E. W.M.; thence easterly to the southeast corner of said northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 11; thence northerly along the east line to the northeast corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 11; thence easterly along the north line of said Section 11 to the northeast corner thereof; thence easterly along the north line of Section 12, T. 10 N, R 26 E. W.M., to the northwest corner of the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 12, thence southerly to the southwest corner of southeast $\frac{1}{4}$ of northeast $\frac{1}{4}$ of said Section 12; thence easterly along the center of said Section 12 to the east $\frac{1}{4}$ corner thereof; thence easterly along the center of Sections 7 and 8, T. 10 N, R 27 E. W.M., to the east $\frac{1}{4}$ corner of said Section 8; thence easterly to the northwest right-of-way line of SR 225; thence northeasterly along said right-of-way line to north line of Section 9; thence easterly along the north line of said Section 9 to the northeast corner thereof; thence southerly along the east line of said Section 9 to southeast corner of said Section 9 and the beginning.

Property described above contains approximately 64.25 square miles.

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO A METRO INTERLOCAL AGREEMENT AUTHORIZING THE ADOPTION OF THE LOCAL NARCOTICS CONTROL PROGRAM AND METROPOLITAN CONTROLLED SUBSTANCE ENFORCEMENT GROUP INTERLOCAL AGREEMENT; RESCINDING RESOLUTION 09-809

WHEREAS, per Resolution 09-809 dated December 14, 2009, the Board of Benton County Commissioners entered into an interlocal agreement with the following entities of City of Richland, City of Kennewick, City of Pasco and Franklin County to establish an organized effort to combat violations of controlled substance laws within the contracting jurisdictions and to take advantage of Department of Commerce and any other available grants; and

WHEREAS, the City of West Richland expressed interest in participating in an interlocal agreement with the local Narcotics Control Program and Metropolitan Controlled Substance Enforcement Group; and

WHEREAS, the METRO Executive Board agreed to move forward and modify the Interlocal Agreement to include the City of West Richland; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of County Commissioners hereby agrees to execute the Metro Interlocal Agreement attached hereto between all said entities; authorizing the adoption of the Local Narcotics Control Program and Metropolitan Controlled Substance Enforcement Group Interlocal Agreement; and

BE IT FURTHER RESOLVED, the Interlocal Agreement attached hereto repeals and supersedes the Interlocal Agreement signed in December 2009 and Resolution 09-809 is hereby rescinded.

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

FRANKLIN COUNTY RESOLUTION NO. 2010 066

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY,
WASHINGTON

RE: METRO INTERLOCAL AGREEMENT, LOCAL NARCOTICS CONTROL PROGRAM AND METROPOLITAN CONTROLLED SUBSTANCE ENFORCEMENT GROUP INTER-LOCAL AGREEMENT, BY AND AMONG THE CITY OF PASCO, CITY OF KENNEWICK, CITY OF RICHLAND, CITY OF WEST RICHLAND, BENTON COUNTY AND FRANKLIN COUNTY

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, based upon established criteria, the City of Pasco, City of Kennewick, City of Richland, City of West Richland, Benton County and Franklin County are eligible to apply for a grant to assist in efforts to combat controlled substances trafficking; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached METRO Interlocal Agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners, hereby approves the attached METRO Interlocal Agreement, Local Narcotics Control Program and Metropolitan Controlled Substance Enforcement Group Inter-local Agreement, by and among the City of Pasco, City of Kennewick, City of Richland, City of West Richland, Benton County and Franklin County.

APPROVED this 3rd day of March 2010.

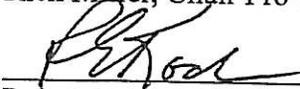
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Brad Peck, Chairman

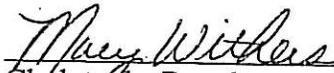


Rick Miller, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor
City of Kennewick (recorded doc.)

cc: Franklin County Prosecutor

Please return recorded document to:

Kennewick City Clerk
P. O. Box 6108
Kennewick, WA 99336

METRO INTERLOCAL AGREEMENT
 LOCAL NARCOTICS CONTROL PROGRAM
 AND
 METROPOLITAN CONTROLLED SUBSTANCE ENFORCEMENT GROUP
 INTER-LOCAL AGREEMENT

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW, by and among the following parties:

City of Pasco
 City of Kennewick
 City of Richland
 City of West Richland
 Benton County
 Franklin County

RECITALS

1. Prior to 1987, the Cities of Kennewick, Pasco, Richland, and West Richland, and the Counties of Benton and Franklin, through their law enforcement agencies, maintained a working agreement for the purpose of combating controlled substances trafficking within the Tri-Cities community. This quasi-organized effort was known as the Metropolitan Enforcement Group ("Metro").
2. The original parties entered into an Interlocal Agreement in 1987 which provided a more formal organization in order to centralize supervision and to qualify for federal funds dispensed by Washington State's Department of Community Trade and Economic Development ("CTED"). In November of 1990, the Cities of Connell and Prosser desired to also participate in the group, and the original parties desired to include them. In October of 1991 and January of 1994, respectively, the cities of Prosser and Connell decided to no longer participate. In December 2004 the City of West Richland also decided to no longer participate.

METRO INTERLOCAL AGREEMENT

Page 1 of 12

3. The financial officer of Kennewick initially administered a Metro Drug Forfeiture Fund consisting of the proceeds of forfeitures, federal grants and court ordered contributions. In January 1990, the City of Pasco took over administration of the Metro Drug Forfeiture Fund. In January of 2009 the City of Kennewick took over all administrative functions except for financial administration. Effective July 1, 2009, the City of Kennewick took over the financial administrative function and control of the Metro Drug Forfeiture Fund.
4. On December 30, 2009, the Cities of Kennewick, Richland and Pasco and the Counties of Benton and Franklin entered into a revised Metro Interlocal Agreement reflecting this transfer of administrative duties to the City of Kennewick.
5. In January 2010 the City of West Richland notified the member agencies of Metro of its desire to rejoin Metro. This Agreement is to formalize the participation of West Richland as a member agency.
6. The federal government has appropriated monies to the State of Washington to fund a coordinated state-wide narcotics control program. These funds were administered by DCD until the Spring of 1993, at which time DCD became the State of Washington Department of Community, Trade, and Economic Development ("CTED"). The Department of Commerce or a successor state agency will continue to administer these funds.
7. Based upon established criteria, the parties are eligible to apply for a grant to assist them in their efforts to combat controlled substances trafficking. Department of Commerce desires to enter into a contract with one participating jurisdiction, to be named in the grant application as the applicant jurisdiction, and which shall have the duty of administering the grant on behalf of the participating jurisdictions.
8. The parties desire to enter into an Agreement to enable the applicant jurisdiction to receive the grant, to administer the grant, and to be responsible for compliance with its terms on behalf of the participating jurisdictions.
9. The City of Kennewick has consented to act as the applicant jurisdiction with regard to future applications to Department of Commerce and any funds supplied by a Department of Commerce grant.
10. Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements in order to best serve the needs of their local communities.

Now, therefore, the parties hereto, through their governing bodies, do hereby agree as follows:

SECTION 1 – DEFINITIONS

- a. "Application" means an application submitted to Department of Commerce for a controlled substance law task force grant.

- b. "Agency" and "Agencies" shall mean the member agencies of Metro, that being the Police Departments of the Cities of Kennewick, Pasco, Richland, West Richland, and the Sheriff's Departments of Benton and Franklin Counties.
- c. "Department of Commerce" means the Washington State Department of Commerce.
- d. "Executive Board" means the oversight committee consisting of one City Manager from each of the cities of Pasco, Kennewick, Richland, and the Mayor of West Richland, or the designee from among the members of each City Council and one County Commissioner from each of the Counties of Benton and Franklin, or their designee from among non-judicial elected officials of their County or a county administrator working for the County Commissioners. The Chairperson of the Operations Board or his/her designee from among its members and the Support Services Executive Director of the City of Kennewick shall be non-voting members of the Executive Board. The Executive Board shall be the chief administrative officer for the purpose of budget transfers within each fund.
- e. "Jurisdictions" mean the cities of Kennewick, Pasco, Richland, West Richland, the counties of Benton and Franklin.
- f. "Local Narcotics Control Program Fund" ("LNCPF") means the fund to be administered by the City of Kennewick for purposes of grant administration and the receipt and disbursement of grant funds.
- g. "Metro" means the Metropolitan Controlled Substance Enforcement Group which is a multi-jurisdictional investigative group consisting of the law enforcement officers and the support personnel of the member jurisdictions and any Washington State Patrol investigator agreed to by the Operations Board.
- h. "Metro Drug Forfeiture Fund" means the existing Metro fund of that name, which was transferred to and administered by the City of Kennewick effective July 1, 2009. This fund may receive the proceeds of forfeiture, federal grants, and court ordered or other contributions for the purpose of enforcement of the controlled substance laws of the State of Washington.
- i. "Metro Operations" means any controlled substance law enforcement activity in which an officer assigned to Metro takes an active part, either as part of a surveillance team, raid team, or an arresting officer. Metro operations may also include controlled substance law enforcement activity in which Metro's sole participation was to supply intelligence information to the arresting agency. The Operations Board, in accordance with the provisions of Section 8.h, shall determine whether the providing of information in any given case has been substantial enough to constitute making that activity a Metro operation.

- j. "Operations Board" shall mean the law enforcement policy body for Metro and will consist of the Chiefs of Police of Kennewick, Pasco, Richland, West Richland, and the Sheriffs and Prosecuting Attorneys of Benton and Franklin Counties. It shall recommend the budget for the grant funds and their disbursement and be responsible for preparing applications for any additional grants or renewal of the CTED grant. The Support Services Executive Director of the City of Kennewick shall be a non-voting member of the Operations Board for purposes of advisement on financial and fund administrative matters. Prosecuting Attorneys shall refrain from voting on purely investigative issues. The Kennewick Police Chief shall serve as chairperson.
- k. "Paid Vouchers" means all purchase orders, invoices, payroll, records, etc., to back up expenditures by participating jurisdictions.

SECTION 2 – PURPOSE

The purpose of this Agreement is to establish an organized effort to combat violations of controlled substance laws within the contracting jurisdictions and to take advantage of Department of Commerce and any other available grants.

SECTION 3 – GENERAL DUTIES OF THE PARTIES

The parties have or shall:

- a. Authorize their respective representative to execute any and all necessary documents to obtain grant funds available pursuant to State and Federal Law for the purpose of establishing a regional, multi-jurisdictional Task Force;
- b. Authorize their officials and employees to participate in the activities of Metro according to this Agreement, the work plan established in the application, and as determined by the appropriate administrative body;
- c. Authorize their law enforcement officials to enter into operating agreements, such as the one in existence pursuant to 10.93 RCW to enable these agencies to participate in Metro.

SECTION 4 – DURATION/WITHDRAWAL/TERMINATION

- a. This Agreement shall commence immediately upon its execution by all of the parties and filing with the auditors for Benton and Franklin counties and shall continue until terminated by the jurisdictions.
- b. The grant from Department of Commerce is made for one year at a time, beginning July 1st of each year. Any party may withdraw from Metro effective the beginning of the next grant year by giving written notice by April 1st of that year to the parties subject to this

Agreement. A party that withdraws from Metro before termination of Metro as defined in Section 4.c shall forfeit 100% of their share of the Metro Forfeiture Fund equity and assets.

- c. Termination of this Agreement shall only occur upon written mutual agreement of all the parties that are at the time of termination participants in Metro and subject to this Agreement. The written agreement for termination shall be executed by April 1st of any given year to be effective July 1st of that year.

SECTION 5 – TASK FORCE

- a. Each party has committed to providing, as long as their respective budgets allow, the following personnel with their assigned equipment to Metro:

City of Kennewick	-	2 investigators
City of Pasco	-	2 investigators
City of Richland	-	1 investigator
City of West Richland	-	1 investigator
Benton County	-	1 investigator
Franklin County	-	1 investigator

Each party has the option of amending the number of personnel assigned to Metro. Notice of any change in the number of personnel committed to Metro shall be given to the Executive Board by January 1st of that year to take effect within 30 days of that year.

- b. The City of Kennewick shall supply a supervisory person of the grade of Captain or above to act as a part-time administrator. That person shall serve approximately one-fourth of his time administering Metro. The City of Kennewick shall be reimbursed by Metro for one-fourth of the administrator's salary and benefits. The administrator may be delegated such administrative duties as the Operations Board shall see fit.

Selection and retention of the administrator shall be done by the Kennewick Police Chief. If the majority of the Operations Board does not support selection or retention of the administrator, the City of Kennewick may either name a different administrator or choose to withdraw as the administering agency.

One of the two investigators assigned from the City of Kennewick shall be a Sergeant. That Sergeant will perform supervisory duties in the Metro. The City of Kennewick shall be reimbursed by Metro for the difference between the salary and benefits of a Sergeant and the salary of the other investigator assigned by the City of Kennewick to Metro.

- c. The offices of the Prosecuting Attorney for Benton and Franklin Counties may each assign lawyers from their respective staffs for the purpose of handling cases generated by the Task Force and this assignment may be contingent upon funding.

Secretarial staff may be assigned or employed by one or more of the parties in the support of the investigation and prosecution of cases arising as a result of Task Force operations and this may be contingent upon funding.

- d. The Executive Board, by majority vote may, in the event that any party to this Agreement fails at any time during the term of this Agreement to provide or maintain the commitment of personnel to Metro as set forth above, impose the following penalties on the party in breach of this Agreement.
 - (1) The forfeiture of all (100%) of the party's share of forfeiture fund (see section 8.) equity and assets; and
 - (2) The immediate payment upon determination of amount to the Metro Drug Forfeiture Fund of an amount equal to any loss of federal and/or state grant funds for the operating year arising from or caused by the party's failure to provide or maintain their commitment of personnel to Metro.

SECTION 6 – ADMINISTRATION

- a. The City of Kennewick shall be the applicant jurisdiction for Department of Commerce grants. It shall provide the necessary documentation to receive grant funds and ensure that the provisions of the application are met. Kennewick shall maintain budgetary control of grant funds and maintain records as required by applicable laws and regulations. Participating jurisdictions shall incur, and pay individually, those expenses accruing to activities or employees of their jurisdictions. Paid vouchers for reimbursable expenses are to be transmitted to the Support Services Executive Director of the City of Kennewick immediately after payment. The City of Kennewick shall request funds for grant reimbursement on a monthly basis and distribute grant proceeds accordingly upon receipt of said funds. The City of Kennewick shall set up and administer the LNCPF for the purposes of accounting for grant fund receipts and disbursements and to prevent the commingling of grant funds and drug forfeiture and other funds recovered pursuant to this Agreement with any other funds. The LNCPF shall be subject to the same audit and fiscal controls as the public treasury of the City of Kennewick.
- b. The City of Kennewick assumes the responsibilities of the applicant jurisdiction on behalf of, and for the benefit of, all the jurisdictions that are parties to this Agreement. All the jurisdictions shall share, on a pro-rata basis as set forth in Section 7.b, any loss other than a loss covered by Section 10 of the Agreement suffered by any jurisdiction arising solely and directly as the result of the City of Kennewick's role as the applicant jurisdiction.

In the event that there is any recapture of grant funds by the Department of Commerce pursuant to the provisions of the City of Kennewick contract with it, the jurisdictions shall share responsibility on the pro-rata basis as set forth in Section 7.b of this Agreement. However, in the event that there is a recapture of grant funds originally disbursed due to an

identifiable discretionary expenditure of any jurisdiction or agency, that jurisdiction or agency shall bear the sole responsibility for payment and indemnify the City of Kennewick for any loss of funds it may suffer due to any such recapture.

If any loss of funds, other than a loss covered by Section 10 of the Agreement, is covered by a fidelity bond or other insurance, covering one of the jurisdictions employees, that jurisdiction shall be responsible for said loss to the extent of the coverage provided by said bond or insurance and any remaining loss shall be shared as set forth above.

- c. The City of Kennewick shall administer the Metro Drug Forfeiture Fund, and it shall be subject to the same audit and fiscal controls as the public treasury of the City of Kennewick.
- d. The Executive Board shall be responsible for the budget and all other administrative duties of the LNCPF and of Metro. The Executive Board may delegate any or all of these duties to the Operations Board. The Executive Board shall be responsible for submitting both the LNCPF budget and the Metro Drug Forfeiture Fund budget to the City Council of the City of Kennewick for approval as provided by law. The Executive Board shall elect a chairperson and vice-chairperson, meet at least twice a year, and adopt such procedural rules to govern its meetings as it deems necessary.
- e. The Operations Board shall meet at least quarterly, adopt such procedural rules to govern its meetings as it deems necessary, and provide policy recommendations to the Executive Committee regarding the LNCPF, Metro Drug Forfeiture Fund, Metro, and related Task Force expenditures and operations, and may delegate any administrative duties delegated to it.
- f. Nothing in this Agreement shall be construed as authorizing any party or official of said party to direct the Prosecuting Attorney or any Deputy Prosecuting Attorney in the performance of his or her duties.

SECTION 7 – ACQUISITION AND USE OF EQUIPMENT

- a. In the event that any equipment is acquired with grant funds received from Department of Commerce, the parties agree to use the equipment only for specified program purposes during the life of the grant. All equipment purchased by Kennewick on behalf of Metro using grant funds shall be owned by the applicant jurisdiction, the City of Kennewick. After the grant period ends, the parties agree to use the equipment only for controlled substance enforcement purposes and to dispose of said property as set forth in Section 7.b unless federal and state requirements provide for a different disposition.
- b. Upon termination of this Agreement, all equipment contributed by the jurisdictions shall be returned to the contributing agency. All property and equipment purchased with monies from the LNCPF or with monies from the Metro Drug Forfeiture Fund shall be distributed

so as not to violate Section 7.a above, and on a pro-rata basis as set forth below, and this property shall be used by the receiving party only for controlled substance enforcement purposes unless federal and state requirements provide for a different disposition. The Operations Board shall see to it that a separate inventory for property and equipment purchased from each fund shall be kept and, if money from the LNCPF is used to reimburse any other fund for any property and equipment purchased, the property or equipment shall be transferred to the LNCPF inventory. This inventory shall go back to at least January, 1988, and continue for the duration of this Agreement. Upon termination of this Agreement, the items purchased with monies from the LNCPF fund or with monies from the Metro Drug Forfeiture Fund shall be distributed to each participating jurisdiction under a formula that divides the cumulative number of investigators assigned to Metro by each jurisdiction starting with the fiscal year ended June 30, 2005, and continuing through the most recently completed fiscal year by the cumulative total of investigators assigned to Metro by all participating jurisdictions during this same period. Jurisdictions shall only receive credit in the calculation for those investigators that remain assigned to Metro for the entirety of a fiscal year. At such time that a jurisdiction removes all of the investigators that it had previously assigned to Metro, it shall also forfeit its right to any future distribution of accumulated assets under this section and be removed from the calculation. As of June 30, 2009, the result of the formula outlined in this section was as follows:

<u>Agency</u>	<u>Fiscal Year Ended June 30</u>					<u>Total</u>	<u>%</u>
	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>		
City of Kennewick	2.00	2.00	2.00	2.00	2.00	10.00	28.57%
City of Pasco	2.00	2.00	2.00	2.00	2.00	10.00	28.57%
City of Richland	1.00	1.00	1.00	1.00	1.00	5.00	14.29%
City of West Richland*	-	-	-	-	-	-	0.0%
Benton County	1.00	1.00	1.00	1.00	1.00	5.00	14.29%
Franklin County	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>5.00</u>	<u>14.29%</u>
Total Investigators	7.00	7.00	7.00	7.00	7.00	35.00	100.00%

*Accrual of credit for participation by West Richland per the formula described above shall begin July 1, 2010

SECTION 8 – FUND ADMINISTRATION AND FORFEITURES

- a. All property, proceeds from property, and cash forfeited pursuant to RCW 69.50.505 by Metro operations and all other contributions to the Metro Drug Forfeiture Fund shall be managed and disbursed as provided in this Section. On or before July 1, 2009, all such forfeited property, all proceeds in the Metro Drug Forfeiture Fund and/or LNCPF fund and all accounting records related to such were transferred from the City of Pasco to the City of Kennewick.

- b. The City of Kennewick shall administer the Metro Drug Forfeiture Fund and shall make expenditures from the fund only as appropriately directed. All interest attributed to investment of monies in the Metro Drug Forfeiture Fund shall be deposited into the fund. This fund shall be established so that it may accept court ordered contribution or other contributions as well as funds disbursed by the federal government or other agencies involving the enforcement of controlled substance laws. Disbursements from this fund shall be for controlled substance enforcement purposes.
- c. To the extent that RCW 69.50.505 requires that the forfeiture funds be deposited in the current expense fund of the jurisdiction in which the forfeiture takes place, that requirement shall be met by depositing said funds in the Metro Drug Forfeiture Fund. Forfeitures shall be in accordance with RCW 69.50.505 or other applicable law and all funds which may be retained by the local jurisdiction as a result of said forfeiture shall be deposited into the Metro Drug Forfeiture Fund.
- d. All property forfeited pursuant to Metro operations shall be immediately delivered to Metro for use in Metro operations, unless use of such property is declined by the Operations Board, in which case the jurisdiction in which the forfeiture took place may use the property in accordance with RCW 69.50.505. The City of Kennewick shall see to it that a proper inventory is kept of all the property seized, whether or not it has yet been forfeited, and of its sale or other disposition.
- e. The Operations Board may authorize the transfer of forfeited property of any law enforcement agency in this state upon application for the exclusive use of enforcing the provisions of Chapter 69.50.505 RCW as now or hereafter amended.
- f. Firearms confiscated as a result of Metro operations will be placed into Metro evidence and the disposal of the firearms will occur after adjudication of the case in court and at the direction of the Operations Board.
- g. Upon termination, the Executive Director of Support Services of the City of Kennewick, or his or her designee, using established governmental accounting standards, shall determine the balance of the LNCPF and the Metro Drug Forfeiture Fund available for distribution as of the termination date. All jurisdictions shall share in the amount available for distribution on a pro-rata basis as set forth in section 7.b. Any balances that become available for distribution within the LNCPF and the Metro Drug Forfeiture Fund after the date of termination, including but not limited to, the net proceeds derived from any property that was seized or forfeited prior to the termination date, shall be distributed in the same manner. Funds distributed may be used for the expansion of controlled substance enforcement purposes and may not supplant pre-existing funding services unless otherwise authorized by applicable law.

- h. In order to ensure compliance with this Agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 by each party shall be disclosed to the Operations Board. The Operations Board shall review each case to determine if the action was a Metro operation. The decision of the Operations Board shall be binding upon all parties. However, Metro operations shall expressly not include drug arrests and forfeitures which are incidental to an unrelated activity, e.g., a routine traffic stop, arrests and forfeitures from operations which were made after consultation with and agreement of the Metro supervisor that Metro would not participate; and cases which are not considered a Metro case for prosecution purposes.

SECTION 9 – ARBITRATION

The parties agree that any dispute arising from this Agreement relating to the distribution of monies and of property or penalty provisions shall be submitted to an arbitrator for a binding decision pursuant to Chapter 7.04 RCW unless the parties agree to another manner of arbitration. If the parties cannot agree on an arbitrator(s), the court shall appoint an arbitrator from a list compiled as follows: each party shall submit a list of three persons not associated with any of the parties who have agreed to act as an arbitrator and each party may strike up to two names from the total list thereby compiled. The court shall select an arbitrator from among the names remaining unless there be none, in which case the court shall select an arbitrator not associated with any of the parties.

SECTION 10 – LIABILITY

Each party shall be responsible for the wrongful or negligent actions of its employees while assigned to the Metro Team as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

To that end, each party promises to hold harmless and release all the other participating parties from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at-fault persons or entities in accordance with the laws of the State of Washington.

Nothing herein shall be interpreted to:

- a. Waive any defense arising out of RCW Title 51.
- b. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability, including, but not limited to, an assertion that the officer(s) was acting beyond the scope of his or her employment.
- c. Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for judgment for punitive damages against any individual or Agency.

Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her Agency employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

SECTION 11 – AMENDMENT

This Agreement may be amended from time-to-time as deemed appropriate by the parties, provided that such amendment shall become effective only after it has been adopted in writing by authorized representatives of each of the parties.

SECTION 12 – INTEGRATION

This Agreement and the application contain all the terms and conditions agreed upon by the parties, except necessary operational agreements between the law enforcement agencies of the respective jurisdictions pursuant to Chapter 10.93 RCW. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties. This Agreement shall expressly supercede all prior Agreements among the jurisdictions regarding Metro creation, operation, and administration.

Dated this ____ day of _____, 2010.

CITY OF KENNEWICK

STEVE C. YOUNG, Mayor

Attest:

VALERIE J. LOFFLER, City Clerk

Approved As To Form:

LISA BEATON, City Attorney

CITY OF PASCO



JOYCE OLSON, Mayor

METRO INTERLOCAL AGREEMENT
Page 11 of 12

CITY OF RICHLAND



JOHN FOX, Mayor

Attest:



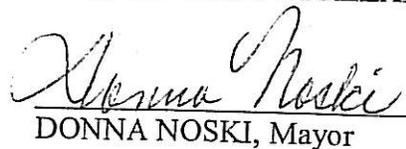
DEBRA BARHAM, Deputy City Clerk

Approved As To Form:



THOMAS O. LAMPSON, City Attorney

CITY OF WEST RICHLAND

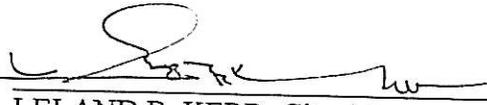


DONNA NOSKI, Mayor

Attest:


DEBRA CLARK, City Clerk

Approved As To Form:


LELAND B. KERR, City Attorney

BENTON COUNTY

MAX E. BENITZ, JR, Chairman

LEO BOWMAN, Commissioner

JAMES BEAVER, Commissioner

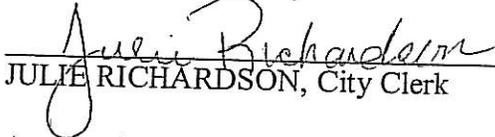
Attest:

CAMI MCKENZIE, Clerk of the Board

Approved As To Form:


ANDREW MILLER
Benton County Prosecutor

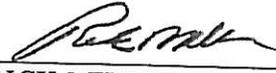
Attest:

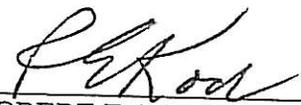

JULIE RICHARDSON, City Clerk

Approved as to Form:


BRONSON BROWN, City Attorney

FRANKLIN COUNTY


RICK MILLER, Chairman

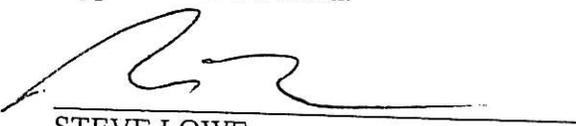

ROBERT E. KOCH, Commissioner


BRAD PECK, Commissioner

Attest:


MARY WITHERS, Clerk of the Board

Approved As To Form:


STEVE LOWE
Franklin County Prosecutor

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A BLANKET CONTRACT TO INDUSTRIAL EQUIPMENT SOLUTIONS FOR "AS NEEDED" SALLE PORT DOOR MAINTENANCE AND REPAIR, CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY DEPARTMENT 120 AND COUNTY FACILITIES DEPARTMENT 110

WHEREAS, per resolution 09-811, any contracts for public works services or materials involving less than twenty-five thousand (\$25,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners; and

WHEREAS, Facilities personnel solicits Industrial Equipment Solutions for salle port door maintenance and repair; and

WHEREAS, the Facilities Manager recommends a blanket contract with Industrial Equipment Solutions to be put in place for "as needed" salle port door maintenance and repair; and

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

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Industrial Equipment Solutions the blanket contract for "as needed" salle port door maintenance and repair services throughout Benton County facilities in an amount not to exceed \$10,000; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the blanket contract attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2010.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

d

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Industrial Equipment Solutions a Washington Corporation with its principal offices at 6630 Old Naches Hwy, Naches, WA 98937, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions
- b. Exhibit A - Contractor's Proposal
- c. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties 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. The CONTRACTOR agrees to provide "as needed" salie port door maintenance and repair. 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. Prior to commencing work, CONTRACTOR

C

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: Facilities, Auditor, K. Mercer

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities
 Fund Name: Current Expense
 TRANSFER FROM:

Dept Nbr: 110
 Fund Nbr: 0000-101

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	4701	Utilities	\$1,110	539-500	9503	ER&R - Vehicle Rental	\$1,110
TOTAL			\$1,110	TOTAL			\$1,110

Explanation:

Change of rental vehicle for Roy Rogers - upgrade from 1999 Crown Victoria to 2003 Crown Victoria. This information was received after the budget documents were presented to the Auditor.

Prepared by: Cami McKenzie

Date: 02-Mar-2010

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/8/10 Subject: <u>The Society for Creative Anachronism, Inc.</u> Prepared by: cmb Reviewed by: <u>Isk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

d

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with The Society for Creative Anachronism, Inc. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows The Society for Creative Anachronism, Inc. to hold their Kingdome Level Medieval Fair at the Fairgrounds on May 20-23, 2010.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator and Fairgrounds Office Manager recommends approval of the Lease Agreement with The Society for Creative Anachronism, Inc.

RECOMMENDATION

Move the Lease Agreement with The Society for Creative Anachronism, Inc. be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE SOCIETY FOR CREATIVE
ANACHRONISM, INC.**

WHEREAS, The Society for Creative Anachronism, Inc. will provide the Benton County Fairgrounds \$5,500.00 to hold a Medieval Fair at the Fairgrounds on May 20-23, 2010; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends The Society for Creative Anachronism, Inc. Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with The Society for Creative Anachronism, Inc. shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with The Society for Creative Anachronism, Inc.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **January 12, 2010**

LEASE AGREEMENT NUMBER: **024.10**

EVENT DATE(S): **May 21-23, 2010**

NUMBER OF DAYS: **3**

BUILDING(S) / AREA: **Commercial Pavilion, Oak Street, North and Central
Lawns, West RV park area**

LESSEE: **Heather Parchen, President of Society for Creative Anachronism Inc.**

MAILING ADDRESS: **137 S Gibby Road, Moses Lake, WA 98837**

CONTACT: **Heather Parchen, President**

HOME PHONE: **509-750-1796** WORK PHONE:
CELLULAR PHONE: **509-750-5636**

TIME OF THE EVENT: **8:00 am until 11:00 pm daily**

TYPE OF EVENT: **Medieval Fair**

ESTIMATED ATTENDANCE: **700-800**

SELLING TICKETS: YES NO

e

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 12-14-09 F/C 12/21/09		
SUBJECT: Pass Through Monies for Extended Day Program Start-up Costs		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

Under our MacArthur Foundation 2010-2012 grant the BFJJC, in partnership with Kennewick School District, will create the *Educational Advocate Project*. This Project is designed to be implemented at Kennewick High School and will focus on identifying barriers to successful school navigation and completion, increasing communication between the student, their parents, and the school; provide for social skill training to address attitudinal and motivational issues and to provide opportunities for academic success.

SUMMARY

Under its MacArthur Foundation, Models for Change Grant, the Educational Advocate Project will target 9th and 10th grade students on a Truancy Petition and fund a four hour per day Certified Teacher and a three hour per day Educational Assistant to work with the currently funded Juvenile Court Truancy Counselor as part of an Educational Advocate Team. This team is responsible for assessment of coordinating academic assistance, facilitating communication between the student, student's parent and teachers and of a social skills curriculum.

RECOMMENDATION

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

FISCAL IMPACT

These are all grant funds and there will be no fiscal impact to 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 contract 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 CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE KENNEWICK SCHOOL DISTRICT TO PROVIDE FOR AN EDUCATIONAL ADVOCATE TEAM, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Contract between the Juvenile Court and the Kennewick School District be approved as presented for a term commencing February 1, 2010, and terminating on December 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 February 1, 2010, and terminating on December 31, 2011.

DATED this day 8th of March 2010

DATED this 3rd day of March 2010

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KENNEWICK SCHOOL DISTRICT

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter collectively referred to as "Counties"), and Kennewick School District, with its principal offices at 524 S. Auburn Street, Kennewick, WA 99336-5601 (hereinafter referred to as the "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be February 01, 2010 through December 31, 2011. The District shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

- A. The District shall perform the services described in the Statement of Work set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- B. The District agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the Counties.
- C. The District shall perform the work specified in this Contract according to standard industry practice.
- D. The District shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

f

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY RYAN SWINBURNSON TO MENTOR STAFF ATTORNEYS ALEXANDRIA SHERIDAN AND ANTHONY OCHS ON DISTRICT COURT APPEALS PURSUANT TO THE RULES OF APPEAL FOR COURTS OF LIMITED JURISDICTION (RALJ).

WHEREAS, there exists a process, known as RALJ appeals, by which District Court defendants may appeal decisions of District Court in Superior Court;

WHEREAS, Benton County is bound by law to provide legal counsel to indigent defendants who seek to file a RALJ appeal;

WHEREAS, prior to the hiring of staff attorneys, RALJ appeals were handled by contract attorneys who were compensated at the rate of \$400 as a flat rate per case;

WHEREAS, after staff attorneys Sheridan and Ochs were hired it was anticipated that they would start to handle RALJ appeals thereby obviating the payment of fees to contract attorneys for such services, but attorneys Sheridan and Ochs still do not have the necessary experience to handle RALJ appeals on their own;

WHEREAS, attorney Swinburnson has substantial experience in handling RALJ appeals and therefore would be well suited to providing mentoring to attorneys Sheridan and Ochs on such cases but attorney Swinburnson's present contract with Benton County states that he is to receive case credit instead of additional compensation for handling RALJ cases;

WHEREAS, attorney Sheridan is presently attorney of record for a number of significant and complex RALJ appeal matters and it would be appropriate for attorney Swinburnson to provide direct mentoring in relation to one of these cases. Furthermore, in light of the complexities of these cases and the added duties involved in mentoring, it is appropriate to compensate attorney Swinburnson at the flat rate of \$400 for his mentoring services as opposed to granting him case credit as provided for in his contract;

NOW THEREFORE, BE IT RESOLVED THAT attorney Swinburnson be compensated at the flat rate of \$400 for his services in mentoring attorney Sheridan and Ochs to the satisfaction of the Indigent Defense Coordinator in one of the RALJ appeals presently pending as filed by attorney Sheridan. Be it further resolved that attorney Swinburnson be required to submit a claim for compensation – legal services as well as a bill as a prerequisite to being entitled to said compensation.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

cc: Original – OPD, Ryan Swinburnson
Copy – R. Ozuna, Auditor, District Court

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, The County has accumulated surplus personal property and space availability is limited; and

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

WHEREAS, the Personal Property Manager and the Public Works Manager have determined that the attached list of equipment is either outdated, does not function and has been replaced by new technology, or is no longer needed, and is not desired by any other county department or office; and,

WHEREAS, the items listed have an estimated value less than \$20.00; and,

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

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and the Public Works Manager, the attached list of equipment is hereby surplused and shall be recycled or disposed of as waste.

Dated this 8th day of March, 2010.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by L. Moser

h

Exhibit "E"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF KENNEWICK AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be will be seal coating County roads in the Kennewick area as a part of the Bituminous Surface Treatment 2010 program, and

WHEREAS, the City of Kennewick desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Kennewick, and

WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Kennewick and Benton County for the Bituminous Surface Treatment 2010 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____ day _____ 20____.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

**INTERLOCAL COOPERATION AGREEMENT
BITUMINOUS SURFACE TREATMENT 2010**

THIS AGREEMENT is made and entered into this ___ day of _____, 2010, by and between the City of Kennewick whose address is P.O. Box 6108, Kennewick, Washington, 99336 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit "B"** and pavement mark certain streets as defined in **Exhibit "C"**, in conjunction with Benton County's 2010 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment and pavement marking of certain city streets as defined in **Exhibit "B"** and **Exhibit "C"**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
 - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
 - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.

9:05 am

EXECUTIVE SESSION

Union Negotiations - S Perry