

May 23,
2011

THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
May 16, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; Deputy Treasurer Erhiza Rivera; DPA Ryan Brown; Susan Walker and Valerie Smith, Planning; Central Services Manager Randy Reid; Undersheriff Jerry Hatcher.

Workshop Agenda

Commissioner Small reported on his attendance at the Park Board meeting at Two Rivers Park; campaign introduction course in the Auditor's office; and thanked the Facilities Maintenance staff for cleaning up the courthouse area for the Prosser historical downtown celebration.

Commissioner Beaver said he also attended the Park Board meeting and reported on the following: canvassing board; Council of Governments (Executive Board meeting); elected officials meeting; rural revolving loan fund meeting; and the Clover Island ceremony. Additionally, he requested approval (per the travel policy) to attend the ECA exchange in New Mexico (airfare, lodging, transfers, and meals to be completely reimbursed). The Board agreed to add it to the consent agenda.

Chairman Bowman said he attended the joint meeting of West Richland City Council and Port of Kennewick; Port of Kennewick Ribbon Breaking; elected officials meeting; toured Red Mountain with a new State Representative; attended PAC (Policy Advisory Committee to Council of Governments) meeting; participated in Red Mountain conference call; meeting w/Andy Miller and Sheriff Keane regarding the gang task force; and Freight Mobility Strategic Board meeting.

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

Approval of Minutes

The Minutes of May 9, 2011 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items “a” through “l”, adding “m” (grant application) and “n” (approval for ECA trip). Commissioner Small seconded and upon vote, the Board approved the following:

Commissioners

- a. Thank You Letter to L Fox, WSU
- b. Letter to US Department of Energy

Facilities

- c. Notice of Completion for Construction of Health District Building Tenant Improvement

Office of Public Defense

- d. Termination of District Court Indigent Defense Agreement w/R Swinburnson

Public Works

- e. Public Hearing Authorization for Antonio Hermosillo Franchise Application
- f. Franchise Approval for Frank Tiegs, LLC and Lewis and Clark Ranch, LLC
- g. Franchise Approval for Company 79

Sheriff

- h. Personal Services Contract w/Bergstrom Aircraft, Inc. for Aircraft Maintenance & Repair
- i. Purchase Authorization from Blac-Rac Manufacturing, Inc. for Vehicle Firearm Racks
- j. Personal Service Contract Amendment w/Columbia Cleaners
- k. Contract w/Straight-Flush, Inc dba Roto-Rooter Sewer Service
- l. Agreement w/WA Asso of Sheriffs & Police Chiefs for WA St Methamphetamine Initiative
- m. Approval to sign Local Records Grant Application
- n. Approval for Commissioner Beaver to Travel to ECA Peer Exchange

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

Public Hearing – Zoning Ordinance Amendments

Urban Growth Area Residential (UGAR)

Susan Walker said the UGAR district ordinance provided uses and regulations for the development of lands from urban growth areas to eventual annexation by the cities.

Chairman Bowman discussed his concern about the restriction for number of rooms to be rented out for a bed and breakfast and amount of meals to be served and said it appeared to be too limiting. Ms. Walker said the restrictions in this district mostly addressed compatibility issues

(to prevent business traffic/safety issues from popping up in Residential UGA). She said they were not opposed to mixed-use on a small scale and were trying to find a happy medium.

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

Public Testimony

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

MOTION: Commissioner Beaver moved to approve the Urban Growth Area Residential District Ordinance and Official Zoning Map to be effective September 1, 2011 and adopt the Planning Commission's findings of fact as their own. Additionally, direct staff to amend the amount of allowable rooms for a bed and breakfast under definitions from two to five. Commissioner Small seconded and upon vote, the motion carried unanimously.

Community Commercial District (CC)

Susan Walker said the CC district ordinance provided for small-scale commercial activities that served the retail needs of the rural communities in the county.

Chairman Bowman asked how Red Mountain would be affected by this ordinance and it was stated it was not affected since it was in the GMA Agricultural District (a different use).

Public Testimony

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

MOTION: Commissioner Small moved to approve the Community Commercial District Ordinance and Official Zoning Map to be effective September 1, 2011, and adopt the Planning Commission's findings of fact as their own. Commissioner Beaver seconded and upon vote, the motion carried.

General Commercial District (GC)

Susan Walker summarized the district as being designed to provide for a range of retail goods and services that serve the regional, rural, and community trade areas of the county.

Public Testimony

There was no one present to testify so the public hearing was closed.

MOTION: Commissioner Beaver moved to approve General Commercial District Ordinance and Official Zoning Map to be effective September 1, 2011 and adopt the Planning Commission's Findings of fact as their own. Commissioner Small seconded and upon vote, the motion carried unanimously.

Interchange Commercial District (IC)

Ms. Walker said the IC district applied to areas in the county that have federal highway interchanges and serve the traveling public.

Public Testimony

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

MOTION: Commissioner Small moved to approve the Interchange Commercial District Ordinance and Official Zoning Map to be effective September 1, 2011 and adopt the Planning Commission's findings of fact as their own. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Employee Transfer Request – Central Services

Mr. Sparks presented an opportunity to consolidate IT services. He said that Human Services had had their own exclusive IT department (with only one person) and that Benton County Central Services had its own consolidated department. He suggested moving this person from Human Services over to Central Services, which would provide additional backup and cross-training (Human Services was currently on the Microsoft exchange) and would make the conversion process from Groupwise/Novell to Microsoft easier. He proposed splitting the position to be paid 50% from Human Services and 50% from Central Services until they were able to get a better track record of where the time was spent. Additionally, Mr. Sparks said that Ed Thornbrugh received concurrence from Franklin County.

MOTION: Commissioner Beaver moved to approve the line item transfer and salary request statement as presented for the position of Information Systems Analyst 3. Commissioner Small seconded and upon vote, the motion carried unanimously.

Gang Task Force – Supplement Review

David Sparks, Loretta Smith Kelty and Undersheriff Jerry Hatcher reviewed the supplemental request for the Gang Task Force.

Mr. Sparks said they came up with the costs to implement the program and the request was for the remainder of the biennium and the majority would come from the Bond Fund. Mr. Sparks said the County would be paying off bonds at the end of the year and this is money available after the bond payments. Additionally, it included a grant to purchase equipment for the program.

Commissioner Beaver asked if this was an ongoing revenue stream and Mr. Sparks replied it was not (the money came from revenue generated from out-of-county prisoners) and hopefully the Sheriff's Office could continue the revenue stream in the future. Mr. Sparks said the proposal would be to fund this program in future years from out of county revenue bed day rates.

Commissioner Beaver said he supported the program and wanted the team to continue to work together and talk about the bed day rate so all costs were included.

Undersheriff Hatcher said that on January 3 the jail was 67% occupied and it was now at 92% occupancy. Additionally, they were working on contracts with Thurston County and the City of Olympia.

Chairman Bowman said he appreciated the presentation and all the info received and he was not opposed to the project, however, wanted to know how it would all play out with short and long-term goals, along with the PA's concerns.

Mr. Hatcher stated that some parts of the program were not definable. However, through their suppression efforts it was their goal to work with youth to reduce recidivism. He said it was not just a juvenile problem and there would be impacts to other branches, however, hopefully it would be minimal. He said it was their goal to disrupt the gang activities and educate the members. The first three months would allow administration to work on team selection for the gang task force and then as they networked out through the community, they would bring in community members and other team members.

Chairman Bowman again expressed his concern about the other costs (from arresting individuals and how it would impact the juvenile systems). He said he wanted to be thinking about that and prepare for it.

Commissioner Small commented that when Benton County took over Benton City back in 1990 it was a very busy area and took 2 ½ to 3 years to clean up because there was already a huge problem. He said right now there was a huge problem in sister counties and Benton County was very fortunate not to be hit as bad and believed they were fortunate to try and prevent a big problem. He said he wanted to work with employees to see what other costs might be involved and where to come up with the money and believes a message will be sent that Benton County does not want gangs.

Mr. Hatcher said the Sheriff's Office was not asking for employees from the PA (he would have to evaluate that) but looking for individuals to be assigned to these cases from the PA's office.

MOTION: Commissioner Beaver moved to go to public hearing on the supplemental appropriation for the Gang Task Force. Commissioner Small seconded and upon vote, the motion carried unanimously.

Vouchers

Check Date: 05/13/2011

Warrant #: 34028-34227

Total all funds: \$1,027,567.99

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

Resolutions

- 11-313 Notice of Completion for Construction of Health District Building Tenant Improvement
- 11-314 Termination of District Court Indigent Defense Agreement w/R Swinburnson
- 11-315 Public Hearing Authorization for Antonio Hermosillo Franchise Application
- 11-316 Franchise Approval for Frank Tiegs, LLC and Lewis and Clark Ranch, LLC
- 11-317 Franchise Approval for Company 79
- 11-318 Personal Services Contract w/Bergstrom Aircraft, Inc. for Aircraft Maintenance & Repair
- 11-319 Purchase Authorization from Blac-Rac Manufacturing, Inc. for Vehicle Firearm Racks
- 11-320 Personal Service Contract Amendment w/Columbia Cleaners
- 11-321 Contract w/Straight-Flush, Inc dba Roto-Rooter Sewer Service
- 11-322 Agreement w/WA Assoc. of Sheriffs & Police Chiefs for WA St Methamphetamine Initiative
- 11-323 2011-2013 Local Records Grant Program Application
- 11-324 Approval for James Beaver to Travel – ECA in New Mexico
- 11-325 Approval of Ordinance Adding the Urban Growth Area Residential District
- 11-326 Approval of Ordinance Adding the Community Commercial District
- 11-327 Approval of Ordinance Adding the General Commercial District
- 11-328 Approval of Ordinance Adding the Interchange Commercial District
- 11-329 Line Item Transfer - Central Services Fund - \$47,880

There being no further business before the Board, the meeting adjourned at approximately 10:11 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	05/23/11	Execute Contract	_____	Consent Agenda
Subject:	Line Item Trnf	Pass Resolution	XXX	Public Hearing
Prepared by:	Marilu Flores	Pass Ordinance	_____	1st Discussion
Reviewed by:	L Smith Kelty	Pass Motion	_____	2nd Discussion
		Other	_____	Other
				XXX

BACKGROUND INFORMATION

The Board of County Commissioners is in the process of implementing a "paperless agenda" to be used during board meetings. This new process is scheduled to go into effect July 1, 2011 and the Board will be using iPad tablets during meetings.

SUMMARY

The Commissioners' Office has purchased 5 Apple iPad Tablets to be used during board meetings and needs to transfer monies into the "computer hardware & software" line item to cover the purchase.

RECOMMENDATION

Pass attached resolution for line item transfer to cover the cost of five apple iPad tablets.

FISCAL IMPACT

MOTION

M/A – on consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 107.

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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Commissioners Dept Nbr: 107
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept _____ TRANSFER TO: Dept _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.100	4202	Telephone	\$2,400	511.100	9305	Computer Hardware & Software	\$2,400
511.100	4906	Print/Bindery	\$483	511.100	9305	Computer Hardware & Software	\$483
TOTAL			\$2,883	TOTAL			\$2,883

Explanation:

Purchase of five Apple iPad Tablets to be used during Commissioner board meetings in implementing "paperless agendas"

Prepared by: Marilu Flores Date: 23-May-2011

Approved Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/23/11</u>	Execute Contract	<input type="checkbox"/>
Subject: <u>Interlocal Agreement</u>	Pass Resolution	<input type="checkbox"/>
Prepared by: <u>J. Hansens</u>	Pass Ordinance	<input type="checkbox"/>
Reviewed by: <u>J. Young</u>	Pass Motion	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	Consent Agenda	<input checked="" type="checkbox"/>
	Public Hearing	<input type="checkbox"/>
	1st Discussion	<input type="checkbox"/>
	2nd Discussion	<input type="checkbox"/>
	Other	<input type="checkbox"/>

BACKGROUND INFORMATION:

Attached is an Interlocal Agreement between Benton County Coroner and Franklin County Coroner for the use of the Benton County Coroner's autopsy facility by the Franklin County Coroner's Office.

Benton County has a state-of-the-art Coroner's office with autopsy facilities. Franklin County does not have a facility, so their autopsies are conducted at local funeral homes, at a cost of \$200 per event. Funeral homes are not designed for autopsies, and do not have some of the needed amenities.

Autopsies are performed in about 5% of Coroner cases, and on average Benton County has about 50 per year and Franklin County has about 25 per year.

The Benton and Franklin County Coroners have discussed the issue of Franklin County using the Benton County Coroner's Office facility for autopsies and paying Benton County \$200 per event. They have consulted with their respective Prosecuting Attorneys and an Interlocal Agreement has been drawn up.

SUMMARY

The Franklin County Coroner's Office (FCCO) currently has their autopsies performed at local funeral home, at a cost of \$200. They desire to use the Benton County Coroner's Office (BCCO) facilities for autopsies. They will pay BCCO \$200 per event.

RECOMMENDATION

The Benton County Coroner recommends entering into an Interlocal Agreement for said services.

FISCAL IMPACT

This would result in approximately \$5,000.00 in income to Benton County.

MOTION

Move to approve the Interlocal Agreement between Benton County and Franklin County for use of the Benton County Coroner's autopsy facility by the Franklin County Coroner's Office for \$200 per event.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF ENTERING INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY CORONER AND FRANKLIN COUNTY CORONER FOR AUTOPSY FACILITY USE

WHEREAS, the Franklin County Coroner's Office does not have a facility to perform autopsies and they are currently utilizing a local funeral home at a cost of \$200.00 per event; and

WHEREAS, the Benton County Coroner's Office has a state-of-the-art facility that has all the adequate equipment to conduct autopsies; and

WHEREAS, the Benton County Coroner and Franklin County Coroner has discussed the issue of Franklin County using the Benton County Coroner's Office facility for autopsies and paying Benton County \$200.00 per autopsy; and

WHEREAS, the Benton County Coroner recommends entering into an Interlocal Agreement with Franklin County for the use of the Benton County Coroner's facilities to perform necessary autopsies at a rate of \$200.00 per autopsy; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation to enter into an Interlocal Cooperative Agreement between Benton County Coroner's Office and the Franklin County Coroner's Office for autopsy facility use at a rate of \$200.00 per autopsy being payable to Benton County.

Dated this _____ day of _____, 2011

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE FRANKLIN COUNTY CORONER'S OFFICE
AND THE BENTON COUNTY CORONER'S OFFICE
FOR AUTOPSY FACILITY USE**

THIS AGREEMENT is made and entered into by and between Franklin County, a political subdivision of the State of Washington, with its principal offices located at 1016 North 4th Avenue, Pasco, Washington 99301, by and for the Franklin County Coroner's Office (hereinafter collectively referred to as "Franklin County") and Benton County, a political subdivision of the State of Washington, with its principal offices located at 620 Market, Prosser, Washington 99350, by and for the Benton County Coroner's Office, (hereinafter collectively referred to as "Benton County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Benton County will provide a facility for the Franklin County to conduct autopsies. This Agreement shall not be construed to create rights or benefits for any individual or entity except those parties identified above.

**ARTICLE II
ADMINISTRATION**

- 2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.02 Franklin County's representative shall be the Franklin County Coroner.
- 2.03 Benton County's representative shall be the Benton County Coroner.

**ARTICLE III
DURATION AND RENEWAL OF AGREEMENT**

- 3.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties' authorized representative and shall continue to December 31, 2011 unless terminated sooner in writing by either party. Thereafter, this

Agreement shall automatically renew annually on January 1st unless terminated in writing by either party pursuant to Section 7.01.

**ARTICLE IV
COMPENSATION TO BENTON COUNTY**

- 4.01 **COMPENSATION TO BENTON COUNTY.** Franklin County shall pay Benton County \$200.00 per autopsy conducted by Franklin County at the Benton County facility located at 7110 W. Okanogan Pl., Bldg. A, Kennewick, WA 99336.

**ARTICLE V
PERFORMANCE OF AGREEMENT**

- 5.01 **BENTON COUNTY OBLIGATIONS.** Benton County shall provide: Franklin County non-exclusive access to the Benton County Coroner's autopsy laboratory facility ("the Facility"), space permitted, on a "first come first served" basis with other entities authorized to use the Facility (reserving priority for Benton County autopsies); a clean work space within the Facility for Franklin County to perform autopsies; cooler storage for the bodies for a reasonable period of time prior to and after each Franklin County autopsy; and reasonable desk space for Franklin County personnel when needed.
- 5.02 **FRANKLIN COUNTY OBLIGATIONS.** Franklin County shall compensate Benton County as set forth in Article IV. Franklin County shall provide transport for the bodies to and from the Facility. Franklin County shall provide all necessary personnel (pathologist and assistant) to conduct the autopsies and all equipment and supplies necessary to conduct the autopsy in the Facility. Franklin County shall clean and disinfect all utilized portions of the autopsy facility after each use in a manner consistent with industry standards.
- 5.03 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.04 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

- 5.05 **BUDGET.** This Agreement does not contemplate the maintaining of a budget to accomplish a joint and cooperative undertaking.
- 5.06 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.
- 5.07 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 5.08 **IMPROPER INFLUENCE.** Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
- 5.09 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 5.10 **ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties' authorized representatives.
- 5.11 **NOTICE:** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Franklin County shall be to Franklin County Coroner's Office, 1016 N. 4th Avenue, Pasco, Washington 99301 and the Franklin County Commissioners, 1016 North Fourth Avenue, Pasco, Washington 99301. Notice to Benton County for all purposes under this Agreement shall be to: Benton County Coroner's Office, 7110 W. Okanogan Place, Building A, Kennewick, WA 99336 and the Benton County Commissioners, P.O. Box 190, Prosser, WA 99350.

ARTICLE VI

DISPUTES

- 6.01 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Benton County Superior

Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

- 6.02 **ATTORNEY'S FEES.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

ARTICLE VII TERMINATION

- 7.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE VIII GENERAL PROVISIONS

- 8.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 8.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 8.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

8.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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 hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of May, 2011.

APPROVED:

BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON



Robert E. Koch, Chair

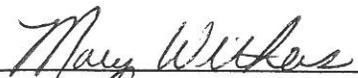


Rick Miller, Chair Pro Tem



Brad Peck, Member

ATTEST:



Mary Withers, Clerk of the Board

APPROVED:

BOARD OF COUNTY COMMISSIONER
BENTON COUNTY, WASHINGTON

Leo Bowman, Chair

Shon Small, Commissioner

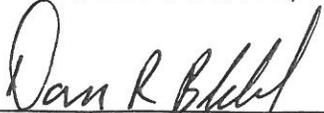
James Beaver, Commissioner

ATTEST:

By: _____
Cami McKenzie, Clerk of the Board

APPROVED AS TO CONTENT:

COUNTY CORONER
FRANKLIN COUNTY, WASHINGTON



Dan. R. Blasdel

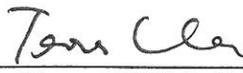
APPROVED AS TO CONTENT:

COUNTY CORONER
BENTON COUNTY, WASHINGTON



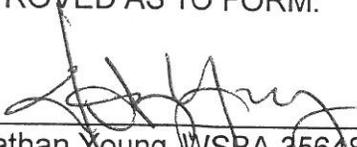
John Hansens

APPROVED AS TO FORM:

By: 

Teresa Chen, WSBA #31762
Deputy Prosecuting Attorney

APPROVED AS TO FORM:

By: 

Jonathan Young, WSBA 35648
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>5/9/11</u>	Execute Contract _____	Consent Agenda	<u>X</u> _____
Subject: <u>Sundowns Training Center Amendment</u>	Pass Resolution <u>X</u> _____	Public Hearing	_____
Prepared by: <u>cmb</u>	Pass Ordinance _____	1st Discussion	_____
Reviewed by: <u>Isk</u>	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

BACKGROUND INFORMATION

Attached for Board review is the First Lease Agreement Amendment with the Sundowns Training Center. The First Lease Agreement Amendment has been reviewed and approved as to form by the Prosecuting Attorney's office.

Sundowns Training Center has a current Lease Agreement per Resolution 10-697 with the Benton County Fairgrounds, which expires June 30, 2013.

SUMMARY

The current Lease Agreement does not allow the Sundowns Training Center to subcontract with entities to put on events. At the time of the development of the Lease Agreement neither party anticipated that an opportunity would come up as Sundowns Training Center was in its first year as a newly form entity. An opportunity has come up to promote both the fairgrounds and the equine training center with the funds generated from the event helping offset the costs associated with equine training and leasehold improvements. The First Lease Agreement Amendment attached will be for Sundowns Training Center to subcontract with entities to continue promoting events at the Benton County Fairgrounds; similar to the current Lease Agreement Benton County has with the Fair Association.

RECOMMENDATION

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the First Lease Agreement Amendment with Sundowns Training Center.

FISCAL IMPACT

MOTION

Move the Lease Agreement with Sundowns Training Center be approved.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE FIRST LEASE AMENDMENT BETWEEN BENTON COUNTY AND SUNDOWNS TRAINING CENTER AND AMENDING THE LEASE AGREEMENT APPROVED BY RESOLUTION 10-697

WHEREAS, per Resolution 10-697 the parties entered into a Lease Agreement for the purposes of allowing Sundowns Training Center to operate an equine training center and hold future horse racing meets; and

WHEREAS, Sundowns Training Center wishes to subcontract with entities to promote, organize, and run an Event or Events as defined authorized by the parties' Lease Agreement and the First Lease Amendment; and

WHEREAS, Sundowns Training Center wishes to permit such subcontracting, but subcontracting to entities for this purpose was not originally anticipated by Benton County or Sundowns Training Center and is not authorized under the current Lease Agreement; and

WHEREAS, the parties mutually desire to amend the Lease Agreement to permit such subcontracting and to clarify the allocation of risks attendant thereto; and

WHEREAS, the Deputy County Administrator recommends approving the First Lease Amendment;
NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Deputy County Administrator's recommendation and hereby authorizes the Chairman of the Board to sign the attached First Lease Amendment; and

BE IT FURTHER RESOLVED, the Lease Agreement approved by Resolution 10-697 is hereby amended.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT is made and entered into this ____ day of _____, 2011 by and between Benton County, Washington hereinafter called "LESSOR" and Sundowns Training Center hereinafter called "LESSEE".

WHEREAS, per Resolution 10-697 the parties entered into a Lease Agreement for the purposes of allowing LESSEE to operate an equine training center and hold future horse racing meets; and

WHEREAS, LESSEE wishes to subcontract with entities to promote, organize, and run an Event or Events as defined and authorized by the parties' Lease Agreement and this First Lease Amendment; and

WHEREAS, LESSEE wishes to permit such subcontracting, but subcontracting to entities for this purpose was not originally anticipated by the LESSOR or LESSEE and is not authorized under the current Lease Agreement; and

WHEREAS, the parties mutually desire to amend the Lease Agreement to permit such subcontracting and to clarify the allocation of risks attendant thereto;

NOW, THEREFORE, in consideration of the payments, provisions, and agreements set forth in the Lease Agreement, the parties agree that the Lease Agreement is amended as follows:

1. The following shall replace TYPE OF EVENT on page 1:

TYPE OF EVENT: Equine Training and Class C Horseracing, State Licensed Pari-mutuel Horse Racing, Rodeos and related events

2. The following shall replace Section 1. EVENT/EVENTS:

This AGREEMENT shall be for the purposes of permitting LESSEE to operate an equine training center and holding future state licensed pari-mutuel horse racing meets and activities incidental thereto, subject to the regulations imposed by the State of Washington in connection with such activities, and for holding rodeos and related events. The operation of the training center and holding of meets, rodeos and related events for a single event period (less than one year) as described above is hereafter referred to as an "EVENT" and all three-event periods are referred to collectively hereinafter as the "EVENTS" provided however, that the term "EVENTS" does not include the off-season months between each "EVENT". The activities described herein, and dates specified above, are the only activities and dates authorized by this AGREEMENT and, except upon separate written AGREEMENT, LESSEE may not substitute any other type of event if it decides not to host an event of the type described herein.

3. The following shall replace Section 9. CONCESSIONAIRES paragraph 3:

Any CONCESSIONAIRES who serve alcoholic beverages must, in addition to the other insurance and licensing requirements required by this article, procure an endorsement to their commercial general liability insurance policy, which affords liquor liability minimum coverage in an amount no less than \$1 million per occurrence with a general aggregate limit of \$2 million. If such CONCESSIONAIRES do not also serve non-alcoholic beverage or food, then the underlying commercial general liability policy must have a liability limit of no less than \$1 million per occurrence with a general aggregate of \$2 million. Policies shall name LESSEE, as well as LESSOR, as additional insureds;

4. The following shall replace Section 10. NOVELTIES/SOUVENIRS:

10. SUBCONTRACTING EVENT SUPERVISION/NOVELTIES/SOUVENIRS

LESSEE may sell novelty, souvenir and similar merchandise at the EVENTS and may contract with vendors for this purpose, and may subcontract with such other individuals and entities as it finds necessary to conduct the Events provided that LESSEE cause all vendors and subcontractors to abide by the requirements of this AGREEMENT concerning: Lease Dates (Introduction), Facilities Leased for the Events (Article 2), Utilities/Garbage/Personal Property (Article 5), Advertising (Article 6), Animals (Article 7), Water Consumption (Article 8), Permits (Article 15), Noise Control (Article 16), Event Parking (Article 17), Safety/Security (Article 18), Serving Alcohol (Article 22), Vehicles on Grounds (Article 25), Condition of Property (Article 27); and require that all vendors and subcontractors doing business at the site of the EVENTS comply with the following additional requirements:

1. All vendors must be licensed to conduct business as vendors selling whatever merchandise they plan on selling, or providing such equipment/services as they plan on providing pursuant to all state and local laws;
2. All vendors engaged in selling novelty, souvenir and similar merchandise at an EVENT must either procure commercial general liability insurance in an amount no less than \$1,000,000 per person or incident and \$2,000,000 general aggregate, or be added to LESSEE's commercial general liability policy as an additional insured. Any insurance policy maintained by a vendor must provide for the including of Lessee and Lessor as additional insureds. Proof of one of these alternatives must be provided to LESSOR prior to the first day vendor plans on doing business at an EVENT. Proof of compliance in the form of vendor owned insurance shall be in the form of an unaltered Acord insurance certificate, together with such endorsement pages as are necessary to prove compliance with the additional insured requirements. In either case, the required liability limits must include coverage for completed products liability. In the event that such proof is not supplied, then the vendor shall be barred from doing business anywhere on fairgrounds property;
3. LESSEE shall require all other subcontractors, including but not limited to those responsible for (a) promoting or overseeing general operations of an EVENT, (b) operating or overseeing the operation of any device, machine or equipment used in the course of an EVENT, (c) maintaining safety upon the grounds used for any EVENT, and/or (d) admitting or denying admission, or overseeing such operations; to procure and maintain in force throughout the term of their subcontract, insurance of the following types that meet the following criteria:
 - a) Commercial general liability insurance with a minimum coverage of \$3 million per occurrence with a general aggregate limit of \$3 million. This insurance shall specifically include coverage for horse racing, rodeo, or other activity as appropriate and shall provide coverage for all perils and hazards associated with horse racing, horse riding, rodeo or other activity as appropriate. The insurance policy procured to satisfy this requirement shall insure against all forms of bodily injury or death to persons, personal injury, advertising injury, property damage and destruction and damage to business or intellectual property. Unless already specifically provided for in the policy, the policy must include an endorsement providing coverage for liquor liability in an amount no less than \$1 million per occurrence with a general aggregate of \$2 million. If serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a commercial general liability policy, which does not exclude claims for food poisoning with a minimum coverage of \$1 million per occurrence with a general aggregate of \$2 million.

LESSEE and LESSOR shall be added as an additional insured on this policy, and the policy shall further state that it may not be canceled except upon 45 days notice to LESSEE and LESSOR. LESSEE shall require that the subcontractor not undertake to cancel this policy unless an alternate policy, which meets the required criteria, is to be substituted, with no lapse in coverage.

- b) Industrial insurance – LESSEE shall require that every subcontractor ensure that all of its bona fide employees, volunteers, members of its board of directors, authorized agents or any other person who assists in the operation or administration of an EVENT who is actually at the site of an EVENT during planned races, whether consideration is paid for their services or not, is covered by industrial insurance through the Department of Labor and Industries. Furthermore, LESSEE shall require every subcontractor to procure and maintain in place a suitable employer's liability insurance policy, providing limits of no less than \$1 million for bodily injuries or disease incurred by employees. **No person who is not covered under an applicable industrial insurance policy may do any work associated with the administration or operation of an EVENT at the site of the EVENTS.**
- c) Automobile liability insurance – LESSEE shall require that every subcontractor procure and maintain business automobile liability insurance to cover the actions of: any driver operating a vehicle on LESSOR's property where the vehicle is wholly or partially owned or leased by LESSEE, or any employee, board member or subcontractor of LESSEE operating any vehicle on business related to LESSEE's and/or a subcontractor's operation of an EVENT or the EVENTS. Such insurance policy shall have a liability limit of no less than \$1 million per incident. LESSEE shall require that every subcontractor waive any right to recover against LESSOR any amount, which is covered by such insurance policy. LESSEE shall require that every subcontractor notify LESSEE and LESSOR as soon as possible, and under no circumstances with less than 28 days notice, of any intent by a subcontractor's insurance carrier to cancel such policy. LESSEE shall require that subcontractors not undertake to cancel this policy unless an alternate policy, which meets the required criteria, is to be substituted, with no lapse in coverage.

Furthermore, LESSEE shall ensure that all persons who operate any form of motor vehicle on LESSOR's property on behalf of a subcontractor, at the direction of a subcontract, or for a subcontractor's convenience possess automobile insurance with liability limits no less than required by Washington State law.

- d) Proof of compliance with Articles 10(3)(a)-10(3)(c) must be provided to LESSOR prior to the first day that a subcontractor plans on doing work at an EVENT. Proof of compliance in the form of subcontractor owned insurance shall be in the form of an unaltered Acord insurance certificate, together with such endorsement pages as are necessary to prove compliance with additional insured requirements. In the event that such proof is not supplied, then the subcontractor shall be barred from doing business anywhere on fairgrounds property;
- 4. Permitting unlicensed vendors or subcontractors, or vendors or subcontractors who are not insured as required in this article to do business on the fairgrounds property during all or any part of the EVENTS shall constitute a breach of this AGREEMENT.
 - 5. LESSEE agrees that all such subcontracts that involve occupancy by the vendors or subcontractors for more than seven (7) days in any year during this

AGREEMENT must be approved in writing by the LESSOR prior to such subcontract becoming effective. With respect to any subcontract that extends for more than one period of occupancy of seven (7) days or less, LESSEE agrees to include a provision allowing it to terminate such subcontract if this AGREEMENT is terminated.

3. The following shall replace Section 26. INDEMNIFICATION AND HOLD HARMLESS:

- a) The LESSEE shall hold harmless, indemnify and defend the LESSOR, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the LESSEE'S acts, errors or omissions in the performance of this AGREEMENT and the acts, errors or omissions of any sublessee, subcontractor, or vendor of LESSEE in the performance of this AGREEMENT. PROVIDED, that the LESSEE'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the LESSOR, its officers, officials, employees or agents.
- b) In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, sublessee, subcontractor, vendor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LESSEE or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the LESSEE expressly waives any immunity the LESSEE might have had under such laws. **By executing this AGREEMENT, the LESSEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract or AGREEMENT the LESSEE makes with any CONCESSIONAIRE(S), vendor, subcontractor or agent performing work hereunder.**
- c) The LESSEE'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the LESSEE, the LESSEE'S employees, agents or subcontractors.

4. Section 28. SUB CONTRACTING PROHIBITED shall be deleted in its entirety:

5. All other terms and conditions of the parties' Lease Agreement shall remain in full force and effect.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS FIRST LEASE AMENDMENT WAS MUTUALLY NEGOTIATED AND IS EFFECTIVE ON THE LAST DATE SIGNED.

We, Malon Cowgill, Jack Dacyk, Robert Lawrence, and Luke Warren, Directors have read and fully understand this First Lease Amendment. We hereby certify that we have the authority to bind Sundowns Training Center to the terms and conditions set forth herein. In the event we do not have the authority, we acknowledge and agree that we shall be personally liable for any payments due under this First Lease Amendment and the original Lease Agreement and for any breach that occurs, we agree to abide by the conditions set forth in this First Lease Amendment and the original Lease Agreement and assume the responsibility for enforcing these policies.

Date: _____

Date: 5-12-11

Benton County

Sundowns Training Center

Chairman

Robert Lawrence
Signature

Approved as to Form

Signature

Jonathan Young
Jonathan Young, Civil Deputy Prosecuting Attorney

Signature

Signature

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Auditor; File

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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 05/23/11 F/C 06/01/11				
SUBJECT: Personal Services Agreement Contract Amendment for Coordinator for the John D. and Catherine T. MacArthur Foundation Grant				
Prepared By:	Donna A. Lee			
Reviewed By:	Sharon Paradis			

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center has received grant funding from the John D. & Catherine T. MacArthur Foundation since 2008. This funding will continue through 2011. The grant funds a contracted Project Facilitator. Jacqueline van Wormer has been under contract for this position and will continue to do so for the remaining duration of the project. Jacqueline van Wormer has an extensive background in juvenile justice including grant writing, grant management and grant coordination. The focus of the Model for Change Initiative in our community are: (1) Mental Health, (2) Alternatives to Formal Process and Secure Confinement, and (3) Disproportionate Minority Contact.

SUMMARY

This Amendment modifies the Personal Services Agreement's Compensation Sections 4.A and 4.C.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Amendment to the Personal Service Contract between Jacqueline G. van Wormer and Benton-Franklin Juvenile Justice Center.

FISCAL IMPACT

The MacArthur Foundation Grant provides funding; therefore there is no fiscal impact to either county.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Personal Service Contract Amendment.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE
BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL
SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND
JACQUELINE G. VAN WORMER, and

WHEREAS, the contract between the Benton-Franklin Counties Juvenile Justice Center and Jacqueline G.
van Wormer is in place from January 1, 2008 through December 31, 2011; and

WHEREAS, this amendment modifies the Personal Service Agreement's Compensation Section 4.A to a
flat rate of \$44.00 per hour for services provided between January 1, 2011 and December 31, 2011; and

WHEREAS, this amendment modifies the Personal Service Agreement's Compensation Section 4.C – The
maximum total amount payable by Counties to the Contractor shall not exceed Ninety Thousand Dollars
(\$90,000.00) for each of the calendar years 2008 and 2009 and shall not exceed Forty-Six Thousand
Dollars (\$46,000.00) for the calendar year 2010 and shall not exceed Fifty-Seven Thousand Dollars
(\$57,000.00) for the calendar year 2011; and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the
Juvenile Justice Center that the Personal Services Contract Amendment between the Jacqueline G. van
Wormer, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

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

DATED this 23rd day of May 2011
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 1st day of June 2011
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

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 SUPERIOR COURT, JUVENILE DIVISION AND JACQUELINE VAN WORMER

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 Jacqueline G. van Wormer, with her principal office at 283 Adair, Richland, Washington, 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. 08 146 and executed on January 14, 2008, and Franklin County Resolution No. 2008 035 and executed on January 30, 2008 (the "Contract"), and in the parties' contract amendment numbered as Benton County Resolution No. 09 875 and executed on December 28, 2009, and Franklin County Resolution No. 2009 510 and executed on December 21, 2011 (the "Contract Amendment"), the parties agree Sections 4.A and 4.C. Compensation, shall be amended and replaced with the following Sections 4.A and 4.C. Compensation:

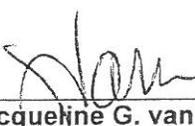
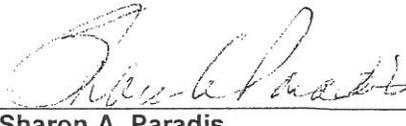
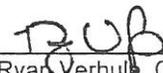
4. COMPENSATION

- A. At the rate of \$60.00 per hour for services provided between January 1, 2008 and December 31, 2009 and at a rate of \$41.00 per hour for services provided between January 1, 2010 and December 31, 2010 and at a rate of \$44.00 per hour for services provided between January 1, 2011 and December 31, 2011, provided that detailed invoices are submitted in accordance with paragraph 4.E below. Contractor will receive this compensation for actual services performed under this Contract and will not be compensated for travel time, except for travel expense reimbursements as provided in paragraph 4.B below. Contractor is not authorized to perform and will not be paid for any work performed that would result in exceeding the maximum contract amount specified in paragraph 4.C below.

- C. All payments to Contractor for services and expenses under this Contract will be made from funding by the MacArthur Foundation grant. The maximum total amount payable by Counties to the Contractor under this Contract, for all services, shall not exceed Ninety Thousand Dollars (\$90,000.00) for each of the calendar years 2008 and 2009 and shall not exceed Forty-Six Thousand Dollars (\$46,000.00) for the calendar year 2010 and shall not exceed Fifty-Seven Thousand Dollars (\$57,000.00) for the calendar year 2011. In addition, Contractor will be reimbursed for approved expenses under paragraph 4.B above.

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.

 Jacqueline G. van Wormer	 Sharon A. Paradis
Date: 5/14/11	Date: 5/10/2011
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p>Agreed Review Performed by Franklin County Stephen Hallstrom, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Leo Bowman</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p>  Ryan Verhulst, Civil Deputy Prosecuting Attorney Date
Date: _____	Date: 05/12/11

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 5/23/2011 Subject: Nationwide 457 Plan Document Prepared by: M. Wenner	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other
		X f

BACKGROUND INFORMATION

Nationwide Retirement Solutions, Inc. who administers a 457 deferred compensation plan offered to public employees recently made changes to the 457 Governmental Plan and Trust Document (Plan Document). The purpose of the restated plan document was to incorporate recent legislative and regulatory changes into the plan. (Please see the attached substantive changes to the 2011 Restated Plan Document.) Nationwide has requested Benton County sign the restated 457 Government Plan and Trust Document (Plan Document) and Plan Sponsor Signature Page adopting the Plan Document.

Please see attached documents.

SUMMARY

Same as above.

RECOMMENDATION

Recommend that the Chairman of the Board of Benton County Commissioners sign the 457 Governmental Plan and Trust Document (Plan Document) and Plan Sponsor Signature Page adopting the Plan Document.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE 457 GOVERNMENTAL PLAN AND TRUST DOCUMENT (PLAN DOCUMENT) AND THE PLAN SPONSOR SIGNATURE PAGE ADMINISTERED BY NATIONWIDE RETIREMENT SOLUTIONS, INC.

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of Benton County Commissioners to sign the attached 457 Governmental Plan and Trust Document (Plan Document) and Plan Sponsor Signature Page adopting the Plan Document effective January 1, 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

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

2011 Restated Plan Document Initiative
457 Governmental Plan & Trust Explanation of Selected Substantive Changes

ARTICLE I

Definitions

Compensation (Section 1.07): Revised compensation definition to address final regulations issued under Section 415 of the Internal Revenue Code (the "I.R.C."). Additionally, incorporated differential wage payments under the definition, which is consistent with the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act").

Distributions to Individuals in the Uniformed Services: Made changes consistent with the HEART Act, which allow distributions to certain individuals during periods of uniformed service. (Section 1.28(c)(3)).

ARTICLE III

Deferral Contributions/Limitations

Deferrals After Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan: Revisions incorporated to extend the time period during which deferrals may occur after severance from employment under the final regulations issued under Section 415 of the I.R.C. (Section 3.02(c)).

ARTICLE IV

Time and Method of Payment Benefits

Emergency Tax Relief Distributions: New section added which is designed to serve as a catchall provision allowing distributions from the plan if legislation is enacted following emergency or catastrophic events (e.g., hurricanes, floods). Administrator can also establish procedures related to these distributions. (Section 4.01).

Required Minimum Distributions: A plan provision was added to reflect the 2009 waiver period of RMDs under the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"). (Section 4.03(f)(1)).

Eligible Rollover Distributions by a Non-Spousal Beneficiary: A provision was added to the plan reflecting Section 829 of the Pension Protection Act of 2006 ("PPA"), which requires plans to permit direct rollovers by non-spousal beneficiaries to inherited IRAs under certain conditions. (Section 4.07(c)).

Eligible Rollover Distributions to a Roth IRA: Language added to reflect the ability of participants to direct rollovers to a Roth IRA under PPA Section 824. (Section 4.07(d)(2)).

Mandatory Distributions for Small Accounts. A provision has been added to make mandatory distributions of inactive accounts with less than \$1,000. (Section 4.07(d)(4)).

Distribution for Qualified Health Insurance Premiums: New section added pursuant to PPA Section 845 and IRC 402(l), which allows a distribution of \$3,000 per year to “eligible retired public safety officers” to pay for “qualified health insurance premiums” if certain conditions are met. This provision reflects the regulatory requirement that the plan make distributions directly to the qualified health insurance premium coverage provider to qualify. (Section 4.08(a)).

ARTICLE V

Administrative Services Provider Duties

Loans: Loan provisions are incorporated into the plan document, and is no longer a stand alone amendment to the plan. Including this provision does not require plans to offer loans. Plan sponsors wanting to offer loans must complete an administrative procedures document before Nationwide will begin administering loans. This document is available upon request. Plan sponsors who have already completed this step are not required to take any additional action at this time. (Section 5.03).

Procedure When Location of Participant or Beneficiary Unknown: New language added to Plan Document providing distribution procedures when the location of a participant or beneficiary is unknown. (Section 5.12(a)(b)).

ARTICLE VI

Participant Administrative Provisions

Automatic Revocation of Spousal Beneficiary Designation: New section, which automatically revokes designations in favor of a former spouse as beneficiary upon a divorce or dissolution of marriage. Many states already have laws which takes this action with former spouses. (Section 6.01).

ARTICLE VII

Miscellaneous

Use of Plan Assets that Are Not Attributable to an Account: New section, which provides that Plan Sponsor shall direct the Administrator how to use money received by the Plan that is not related to an Account Balance. This would include any settlement money, fee reimbursements, and litigation awards received by the Plan. (Section 7.09)

Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member FINRA

Pension Protection Act of 2006

The Act makes permanent the retirement-plan and IRA provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), most of which were due to sunset after 2010. Also, the Act makes sweeping changes to the private sector defined benefit system by:

- Imposing tougher funding requirements for well-funded and under-funded plans
- Limiting future benefit increases for poorly funded plans
- Providing benefit accrual safeguards for older participants in cash balance conversions
- Legitimizing cash balance and hybrid defined benefit as viable plan designs going forward.

HEART - Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008

Provides additional benefits to active duty military personnel and their families

- Inclusion of Differential Pay For Retirement Plan Purposes. Differential pay is subject to federal income tax withholding.
- Withdrawal of Elective Deferrals and the 10% Early Distribution Tax
- Plan Death Benefit Requirements
- Increased Benefits
- Rollover of Military Death Gratuities

Worker, Retiree and Employer Recovery Act of 2008

- Waiver of any required minimum distribution (RMD) for 2009

Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member FINRA

RESOLUTION

9

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: ADMINISTRATION OF FEDERALLY
FUNDED COUNTY ROAD PROJECTS

WHEREAS, the Washington State Department of Transportation, State Aid Office, has prepared Local Agency Guidelines for the administration of Federally Funded County Road Projects, which Guidelines provide for certain local agency approvals and local ad and award procedures for contract administration, at local option; and

WHEREAS, in 1979 Benton County was approved by the Washington State Department of Transportation as a Certified Agency; and

WHEREAS, said approval needs to be updated and it appears to be in the public's best interest that Benton County apply to the Washington State Department of Transportation for approval of such local administration, termed "Certification Acceptance" in said Guideline; NOW THEREFORE,

BE IT RESOLVED, that Benton County apply for Certification Acceptance in accordance with the above referenced Guidelines and that the Certification Acceptance Qualification Agreement be executed on behalf of Benton County by the Chairman of the Board of Benton County Commissioners.

Dated this 23rd day of May, 2011

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:MJB:LJM:slc



Agency BENTON COUNTY

Agency No. 03

Address P O Box 1001

Prosser, Washington 99350-0954

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under Full CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. The overall approval authorities and conditions will be as follows:
 - a. The project prospectus will be reviewed and approved by the following official.
Public Works Manager or County Engineer
Position Title Only
 - b. The local agency agreement will be reviewed and approved by the following official or officials.
Public Works Manager or County Engineer
Position Title or Titles Only
 - c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.
County Engineer
Position Title Only
 - d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.
Public Works Manager or County Engineer
Position Title or Titles Only
 - e. The contract plans, specifications, and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.
County Engineer
Position Title or Titles Only
 - f. Agreements will be signed by the following responsible local official:

(1) Railroad	<u>Chairman, Board of Benton County Commissioners</u> Position Title Only
(2) Utility	<u>Chairman, Board of Benton County Commissioners</u> Position Title Only
(3) Consultant	<u>Chariman, Board of Benton County Commissioners</u> Position Title Only
(4) Technical Services	<u>Chairman, Board of Benton County Commissioners</u> Position Title Only
 - g. The award of contract will be signed by the following responsible local official.
Public Works Manager or County Engineer
Position Title Only
 - h. All projects will be constructed in conformance with the Washington State Department of Transportation/ American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.

i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer.

County Engineer

Position Title Only

j. Construction administration and material sampling and testing will be accomplished in accordance with the *Local Agency Guidelines*.

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.
4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
5. All projects under Certification Acceptance shall be available for review by the FHWA and the State at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
6. Approval of the local agency certification by the Director of Highways and Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director of Highways and Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

Mayor or Chairperson, Board of County Commissioners

May 23, 2011
Date

Washington State Department of Transportation

Approved By:

Director, Highways and Local Programs

Date

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	May 23, 2011	Execute Contract	_____	Consent Agenda
Subject:	Authorization of BID 11-02	Pass Resolution	<u> X </u>	Public Hearing
Prepared by:	Clay Vannoy	Pass Ordinance	_____	1st Discussion
Reviewed by:	J. Thompson	Pass Motion	_____	2nd Discussion
	Jonathan Young, DPA	Other	_____	Other

BACKGROUND INFORMATION

May 9th, 2011 the Board of Benton County Commissioners authorized BID 11-02 to standardize the duty weapons used by both Bureaus of the Benton County Sheriff's Office. However, staff of the Benton County Sheriff's Office failed to advertise in the Tri-City Herald within adequate time allowing for the required 13 days. This was discussed with Jonathan Young and he suggested that Resolution 11-309 be rescinded and the authorization to go out to BID be resubmitted with the new dates.

RESUBMITTAL OF FOLLOWING INFORMATION

The Benton County Sheriff's Office would like to go out to bid to standardize the duty weapons currently carried by both the Corrections Division and the Law Enforcement Bureau. At this time the Corrections Division carries the Beretta 92 in 9mm. The L.E. Bureau carries the Sig Sauer P226 in .40 S&W.

The Corrections Division is currently issued the Beretta 92 pistol in 9mm caliber. These pistols, in some cases are 18 years old and in need of replacement. The cost of replacing the 59 Beretta's with new Beretta's is approximately **\$24,000.00-25,000.00**.

The Law Enforcement Bureau is currently issued the Sig Sauer P-226 pistol in .40 S&W caliber. The 65 pistols are currently four years old. The pistols are under a limited warranty and the cost of sending firearms instructors to the Sig Sauer Armorers course is approximately \$500.00 per deputy.

SUMMARY

The advantages of both Divisions standardizing the pistols with new pistols in .40 cal. are; **logistically**, we only have to buy one type of duty and practice ammunition. This ensures the availability of the ammunition needed for training and duty. The new pistols used by the BCSO must have a lifetime guarantee that includes every part of the pistol. Armorers training must be free of charge. **Commonality of training.** All Sheriff's Office personnel would be trained on the same weapons system. The new pistol's grip must be adjustable for different size hands, making the weapon more "user friendly" for females and Officers with smaller hands. The new weapons and lifetime are necessary to guarantee that the BCSO will have usable service weapons for the foreseeable future.

RECOMMENDATION

Rescind Resolution 11-309
 Authorize BID 11-02

FISCAL IMPACT

Due to the higher trade-in value of the Sig Sauer pistols, it is anticipated that the successful vendor will be willing to exchange the 65 Patrol pistols and the 59 Corrections pistols together (a total of 124 pistols) for new pistols at no additional charge, a one for one trade. The cost of six (6) additional pistols and the new holsters would be approximately \$2,000.00 for the extra pistols and approximately \$11,500.00 for the holsters (these figures are based on previous quotes).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION 11-309; SOLICITING BIDS FOR REPLACEMENT SIDEARMS (PISTOLS) FOR THE BENTON COUNTY SHERIFF'S OFFICE – Bid # 11-02;

WHEREAS, the Board of Benton County Commissioners approved the soliciting of bids for the replacement sidearms (pistols) for the Benton County Sheriff's Office per Resolution 11-309 dated May 9, 2011; and

WHEREAS, the Benton County Sheriff's Office failed to advertise within the needed time frame to allow for the required "at least 13 days prior to the final date for receiving bids"; and

WHEREAS, the current issued service weapons of the Bureau of Corrections have reached the end of their useful service life; and

WHEREAS, the current issued service weapons of the Bureau of Law Enforcement have not reached their useful service life; and

WHEREAS, it would be beneficial to standardize both the Bureau of Law Enforcement and Bureau of Corrections sidearms for both training and logistical purposes; and

WHEREAS, a department wide outfitting would increase the service life of the entire Benton County Sheriff's Office sidearms; and

WHEREAS, firearms of current manufacture and condition are necessary for the safety of Benton County Deputy Sheriff's and the community they serve; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for bids for supplying one hundred-thirty (130) replacement sidearms to the Benton County Sheriff's Office, be prepared and advertised pursuant to the provisions of RCW 36.32.245, as more fully described in the bid specifications; and

BE IT FURTHER RESOLVED, bids will be received by the Benton County Sheriff's Office, on the first floor of the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336, until 4:00 p.m. on June 14, 2011 and not thereafter; and will be opened by representatives of the Benton County Sheriff's Office at 4:00 p.m. on June 14, 2011, in the Commissioners Conference Room, on the second floor of the Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336 during a public bid opening; and

BE IT FURTHER RESOLVED the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation to Bid documents – Bid #11-02, on behalf of the Board; and

BE IT FURTHER RESOLVED Resolution 11-309 is hereby rescinded.

Dated this _____ day of _____, 2011.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

INVITATION FOR BIDS

TO INTERESTED PARTIES:

Benton County is seeking to purchase one hundred-thirty (130) new manufacture pistols to serve as sidearms for the Benton County Sheriff's Office. The minimum specifications for the weapon will be as follows:

Caliber:	40 Smith and Wesson (40 S&W)
Weapon type:	Semi-automatic pistol with removable magazine
Capacity:	Minimum of 15 rounds per magazine
Barrel length:	Minimum 4", not to exceed 5"
Finish:	Dark blue or black
Additional Features:	Striker-fired action Capable of disassembly without pulling the trigger Equipped with glow in the dark "Night Sights" Equipped with a "picatinny rail" type underbarrel light mount Weapons to include Three (3) magazines each in purchase price Removable grip panels to adjust grip size Life-time warranty Armorsers training at no additional charge

The Sheriff's Office currently has Beretta 92F 9mm and Sig Sauer P226 .40 cal. pistols as its issued weapons. Bids submitted should also include a trade-in price for these weapons to be applied against the new weapon price. Trade-in weapons are all operationally sound with their condition ranging from fair to excellent. The trade-ins will include three high capacity magazines with each weapon.

CONDITIONS AND INSTRUCTIONS

Benton County reserves the right to reject any or all bids received and shall not necessarily be bound by the lowest bid, to waive informalities in the bidding, to make award based on a fair appraisal of the competitive values offered, and to award the Contract to the bidder that submits the most responsible bid; taking into account such considerations as the precise specifications of the weapons offered for purchase, the compensation to be paid to the firm, the firm's performance on similar contracts, the firm's business and financial stability, and the firm's capacity to perform under the bid as submitted.

Each bid must be submitted on or in a format matching the forms provided (Request for Bids – Bid# 11-02 and Exhibits A, B and C thereto). All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted.

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Written notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the Contract is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded. Each submitter is responsible for contacting Captain Clay Vannoy, Benton County Sheriff's Office, 7122 W. Okanogan Pl, Bldg. B, Kennewick, WA 99336, (509) 735-6555, for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of its bid once received and opened.

Bids must be in a sealed envelope, which shall be clearly marked "Sealed Bid – Sheriff's Sidearms" and show the name and address of the bidder, and if mailed shall be addressed as follows:

Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336.

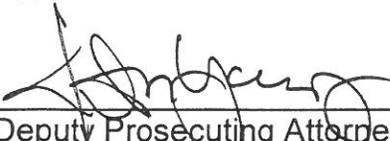
Sealed bids will be received by the Benton County Sheriff until **4:00 p.m.** on **June 14, 2011** and not thereafter, and will be opened at **4:00 p.m.** on **June 14, 2011**, in the Commissioners Conference Room, on the second floor of the Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336 Bids received after the time specified will be unopened.

Dated this day of May 23, 2011 at Prosser, Washington

BOARD OF BENTON COUNTY COMMISSIONERS

Leo Bowman, Chairman

Approved as to Form:



Deputy Prosecuting Attorney
Benton County, Washington

cc: Sheriff
Prosecuting Attorney

BENTON COUNTY SHERIFF'S OFFICE
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS – Bid # 11-02

BIDS FOR: ONE HUNDRED THIRTY (130) REPLACEMENT SIDEARMS (PISTOLS)
FOR THE BENTON COUNTY SHERIFF'S OFFICE.

DEADLINE FOR
BID SUBMITTAL: **June 14, 2011 until 4 P.M.**, IN THE OFFICE OF THE BENTON COUNTY
SHERIFF, JUSTICE CENTER, 7122 W. OKANOGAN PLACE, BLDG B,
KENNEWICK, WASHINGTON. NO BIDS WILL BE ACCEPTED AFTER
THAT DATE AND TIME.

1. Benton County is soliciting proposals for the purchase of one hundred-thirty (130) new service sidearms (pistols) for the Benton County Sheriff's Office, 7122 W. Okanogan Pl., Bldg. B, Kennewick, WA 99336. The County invites you to submit a bid to provide sidearms that will meet or exceed the specifications set forth within Exhibit A, Specifications.
2. Your bid should be submitted in the official Bid format as the one enclosed and placed in a SEALED ENVELOPE marked "SEALED BID – Sheriff's Sidearms CB# 11-02. **Bids** may be mailed or hand delivered to the Benton County Sheriff's Office, 7122 W. Okanogan Pl. Bldg B, Kennewick, WA 99336. Bids must be submitted in sufficient time to be received at the Sheriff's Office until **4:00 P.M. Pacific Time, June 14, 2011.** NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.
3. Benton County reserves the right to reject any or all bids, to waive informalities in the bidding, and make award with or without negotiation based on a fair appraisal of the competitive values and delivery time offered. The County is not bound to award only on the basis of the low bid, but based on the overall value to the County.

This document and the materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer by Benton County. Bid submitted in response hereto shall constitute offers to sell the equipment meeting Benton County specifications. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual commitment be created.

4. The successful bidder shall be required to sign documents necessary to enter into a contract with Benton County within ten (10) days, starting the next calendar day after the date of award.
5. Bidders shall submit specifications of their bid, showing its compliance with the Sheriff's Office's requirements on the enclosed specification sheet. As a MINIMUM, each of the items listed in the specifications should be addressed. Any additional features promoted by the bidder should emphasize the benefits, but also address the impact of such features on the price quoted.
6. Price quoted in the bid shall be exclusive of Federal Taxes. Any Washington State Sales Tax included in the sales price will not be considered a part of the NET BID amount. However, in accordance with RCW 39.30.040, the County may take into consideration the tax revenues that may result from a contract pursuant to this IFB.
7. Should any discrepancies or omissions be found in the bid specifications, or questions as to their meaning, bidder should at once notify Captain Clay Vannoy by telephone at (509) 735-6555 or by e-mail at clay.vannoy@co.benton.wa.us. Written notice of changes or clarification to the specifications will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations. Questions received less than 7 days prior to bid opening will not be answered.
8. The invitation to bid consists of this information sheet, Exhibit A: Specifications, Exhibit B: Bid Proposal Form, and Exhibit C: Assurance of Non Discrimination Form. If you are missing any part of these documents, please contact Clay Vannoy, at the number hereinbefore provided.

EXHIBIT A
 REQUEST FOR PROPOSALS CB 11-02
 SHERIFF'S SIDEARMS

SPECIFICATIONS

Benton County is seeking to purchase One hundred-thirty (130) new manufacture pistols to serve as sidearms for the Benton County Sheriff's Office. The minimum specifications for the weapon will be as follows:

These specifications are intended to be precise. Benton County reserves the right to determine the acceptability of a bid.

<u>MINIMUM SPECIFICATIONS</u>	<u>EXACT SPECIFICATIONS</u> Must Be Completed
Product:	Product:
Caliber: .40 Smith and Wesson (40 S&W)	
Weapon Type: Semi-automatic pistol with removable Magazine	
Capacity: Minimum of 15 rounds per magazine	
Barrel length: Minimum 4", not to exceed 5"	
Finish: Dark blue or black	
Additional Features:	
Striker fired action	
Capable of disassembly without pulling the trigger	
Equipped with glow in the dark "Night Sites"	
Equipped with a "picatinny rail" type underbarrel light mount	
Weapons to include three (3) magazines each in purchase price	
Pistol must include grip inserts for different size hands	
Pistol must include lifetime warranty	
Pistol must include armorers training at no additional charge	

BID PROPOSAL FORM

To: THE BOARD OF BENTON COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that _____ has carefully read all proposal documents, including the Request for Bids, the Conditions and Instructions contained within the Invitation for Bids, and Specifications, and thoroughly understands the same and hereby submits the following proposal for the provision of sidearms for the Benton County Sheriff's Office. By submitting this Bid, the undersigned hereby waives any objection as to the procedure or form of this Request for Bids and Invitation for Bids.

Please submit your bid as a purchase amount without sales tax on this form.

_____ (\$ _____)
(Amount in words and numbers)

FIRM NAME: _____

ADDRESS: _____

STATE OF INCORPORATION (if a Corporation): _____

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature: _____ Telephone: _____

Name: _____ Title: _____

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

_____ Telephone: _____

- NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
- 2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
- 3) The supplemental page(s) must also be completed in full as part of the proposal form.

B. LIST COST OF one hundred-thirty (130) PISTOLS MEETING THE LISTED SPECIFICATIONS. ALSO INCLUDE THE AMOUNT ALLOWED FOR THE 58 EXISTING BERETTA 92F and 65 SIG SAUER P226 PISTOLS OFFERED AS TRADE-IN.

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
1	130			
2	65	Sig Sauer P226 .40 Cal. pistols Trade-in		
3	58	Beretta 92F 9mm Pistols Trade-in		

C. DESCRIBE WARRANTY, MANUFACTURER SUPPORT, ARMORERS TRAINING, AND SERVICE CONDITIONS OFFERED ON PROPOSED ITEMS.

ASSURANCE OF NON-DISCRIMINATION

The undersigned, hereby agrees that he/she shall comply with Benton County's Non-Discrimination Policy which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11375; Section 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; the Washington State Laws Against Discrimination, Chapter 49.60 RCW; and the Americans with Disabilities Act.

The policy reads as follows:

It is the policy of Benton County that no person shall be subject to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

DATED this _____ day of _____, 20_____.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE OF AUTHORIZED OFFICIAL(S) AND TITLE:

_____ TITLE: _____

_____ TITLE: _____

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>5-23-2011</u>	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	<u>FFY10 BZPP –</u>	Pass Resolution	_____	Public Hearing	_____
	<u>Res 11-288</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>additional</u>	Pass Motion	_____	2nd Discussion	_____
	<u>authorization</u>	Other	<u> X </u>	Other	_____
	<u>forms</u>				
Prepared by:	<u>J. Thompson</u>				
Reviewed by:	<u>Jonathan Young</u>				

BACKGROUND INFORMATION / SUMMARY

On May 2nd, 2011, the Sheriff's Office submitted a contract seeking the Boards approval to receive an award of \$107,294.65 as part of the FFY10 Buffer Zone Protection Plan. The award will be used towards the cost of equipment to be distributed amongst the Benton County Sheriff's Office, Tri-City Regional Team and Agrium. The Board of Benton County Commissioner authorized the Chairman of the Board to sign the contract per Resolution 11-288.

There are a few additional forms needing the signature of the Authorizing Authority. Jonathan Young reviewed these forms during the initial review process.

RECOMMENDATION

The Chairman and Chairman Pro Term sign the attached forms for submittal to the Washington State Jtary Department as part of approved contract E11-242 per Resolution 11-288.

FISCAL IMPACT

- \$0.00 -

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER AUTHORIZING THE CHAIRMAN OF THE BOARD AND CHAIRMAN PRO TERM TO SIGN THE SIGNATURE AUTHORIZATION FORM AND DEBARMENT, SUSPENSION, INELIGIBILITY OR VOULENTARY EXCLUSION CERTIFICATION FORM FOR THE BUFFER ZONE PROTECTION PROGRAM (BZPP) THAT WAS APPROVED PER RESOLUTION 11-288

WHEREAS, the Board of Benton County Commissioners authorized the Chairman of the Board to sign the FFY10 Buffer Zone Protection Program (BZPP) contract, E11-242 per Resolution 11-288; and

WHEREAS, there are additional required forms needing the signature of the Chairman of the Board and Chairman Pro Term; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman and the Chairman Pro Term to sign the attached Signature Authorization Form and Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION <i>Benton County</i>	DATE SUBMITTED
PROJECT DESCRIPTION <i>FFY10 Buffer Zone Protection Plan (BZPP)</i>	CONTRACT NUMBER <i>E11-242</i>

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
<i>Clay Vaughn</i>	<i>CLAY VAUGHN</i>	<i>CAPTAIN</i>

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME <i>Benton County</i>		Doing business as (DBA)	
ADDRESS <i>620 Market St. Prosser, WA 99350</i>	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) <i>035000971</i>	Federal Employer Tax Identification #: <i>91-6801296</i>
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

j

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 23 May 2011 Subject: BCEDC contract Memo Date: 18 May 2011 Prepared By: AJF Reviewed By:	Execute Contract X Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

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

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

FISCAL IMPACT

\$2,500.00 for the year.

**STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS**

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

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

1. CONTRACT DOCUMENTS

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

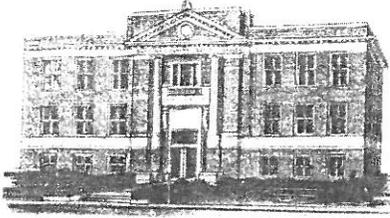
During the term of this Contract, the Contractor shall administer the economic development programs set forth in **EXHIBIT A** within the Contractor's service area, which is coterminous with the boundaries of the Kiona-Benton School District. In addition to the items detailed in **EXHIBIT A**, Contractor will also report on progress made on the Work Plan in-person to the Board of Commissioners at a regular Commission meeting two times - once in September 2011 and once in December 2011.

4. CONTRACT REPRESENTATIVES

The County's Contract Representative is:

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

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



BENTON COUNTY
BRENDA CHILTON, AUDITOR

9:05

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

April 15, 2011

Tri-City Herald
P. O. Box 2608
Tri-Cities, WA 99302

Dear Sir/Madam:

Please publish the attached Notice of Bid Call in the Monday, April 18, 2011, issue of the Tri-City Herald. Please publish with legal notices.

Please return an Affidavit of Publication to: Brenda Chilton, Benton County Auditor, P. O. Box 470, Prosser, WA 99350, no later than May 16, 2011.

Costs for legal advertising should be billed to the County Auditor, P. O. Box 470, Prosser, WA 99350.

Thank you for your assistance in this matter.

Very truly yours,

BRENDA CHILTON
Benton County Auditor

/bc
enclosure

COPY

NOTICE OF BID CALL FOR OFFICIAL COUNTY NEWSPAPER

The Board of Benton County Commissioners is seeking bids for services as the official county newspaper of Benton County for the year beginning July 1, 2011 through June 30, 2012.

Bids will be received by the Board until 9:05 a.m. on May 23, 2011, and not thereafter, and will be opened at that time and date.

Bids must be submitted in a sealed envelope, bear a return address, clearly state "**Official County Newspaper Bid**," and be addressed as follows:

**Clerk of the Board
Benton County Commissioners
P. O. Box 190
Prosser, WA 99350**

Legal notices advertised in the official county newspaper shall be set single column in six point solid type. Bids must be submitted on a column-inch basis and must state the rate per column-inch for printing first insertions and for all subsequent insertions.

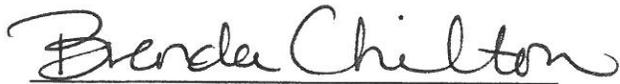
Bidders must also submit the following information:

1. Copy of order of Benton County Superior Court approving newspaper as legal newspaper. **(RCW 65.16.040)**
2. Copy of national advertising rate extended by the newspaper to all-general advertisers and advertising agencies in its published rate card. **(RCW 65.16.091)**
3. Copies of current circulation figures for Benton County including the following:
 - a. Subscriptions in Kennewick, Richland, West Richland and Finley area;
 - b. Subscriptions in Benton City, Prosser and unincorporated areas other than Finley; and
 - c. Other circulation in areas (a) and (b) above, including coin operated boxes.

The successful bidder for the correct and faithful performance of the contract shall post a performance bond of \$500.00.

The Board reserves the right to reject any or all bids, to waive informalities in the bidding, and to award the service based on a fair appraisal of the competitive values offered. The Board will not be bound necessarily by the low bid.

DATED at Prosser, Washington, this 14th day of April, 2011.

A handwritten signature in cursive script that reads "Brenda Chilton". The signature is written in black ink and is positioned above a horizontal line.

BRENDA CHILTON
BENTON COUNTY AUDITOR

9:10

WSU EXTENSION
2011 Contributions to Benton County
(Including State, Federal & Extramural Funds)

Expected fiscal support for WSU employees assigned to Benton County for 2011	
Faculty	
Salaries	110,751.60
Benefits	66,143.52
Administrative Professional	
Salaries	
Benefits	
Classified Staff	
Salaries	
Benefits	
Travel	
Goods & Services	
Operations - EFNEP	
Extramural funding expenditures for 1/1/10 to 12/31/10 through WSU	
Salaries	35,358.58
Benefits	13,497.96
Goods/Services/Travel	109,480.52
Third Party Cost Share	286,458.63
TOTAL CONTRIBUTION	621,690.81

The total state/federal funded organizational support is \$18,348,458 for Extension. If this were prorated, your county portion would be \$366,969.17. This includes information technology support (e-mail, web sites, Webinars, reporting networks, and technical support); program planning and professional development support; budget and financial services; personnel services; mailing and publications services; and department specialist support. It does not include any costs associated with the physical plant operations.

Please direct questions to the Business and Finance Office (509) 335-1521.

11 County Contributions Merge

Benton County

For Calendar Year Ending 12/31/10

Breakdown of Salary & Benefits

SNAP-ed Salaries & Benefits Thirds Walla
Walla County, Thirds Franklin County, Thirds
Benton County

Acct #	Account Title	Employee	Salary	Benefits	Total
4169-1251	Comprehensive Automation Specialty Crops	AMES DORENE I	\$974.59	\$879.30	\$1,853.89
4169-1251	Comprehensive Automation Specialty Crops	COCHRAN MIKE	\$279.50	\$25.05	\$304.55
4169-1251	Comprehensive Automation Specialty Crops	ESTEY MELANIE L	\$223.25	\$21.09	\$244.34
4169-1251	Comprehensive Automation Specialty Crops	LEWIS KAREN MARIE	\$77.00	\$5.84	\$82.84
4169-1251	Comprehensive Automation Specialty Crops	TYNAN KYLE E	\$4,675.96	\$410.49	\$5,086.45
4169-1251	Comprehensive Automation Specialty Crops	YUNG IRENE	\$12,248.85	\$7,526.40	\$19,775.25
4799-1262	SNAP-ED FY10 - Walla Walla/Franklin	CARTER TERESA LYNN	\$96.00	\$8.94	\$104.94
4799-1262	SNAP-ED FY10 - Walla Walla/Franklin	EVANS DEBRA J	\$23,191.06	\$8,894.48	\$32,085.54
4799-1262	SNAP-ED FY10 - Walla Walla/Franklin	MALDONADO-RIVERA SUSANA I	\$481.80	\$44.93	\$526.73
4799-1262	SNAP-ED FY10 - Walla Walla/Franklin	MONAHAN SUSAN MARIE	\$2,244.00	\$209.22	\$2,453.22
4799-1262	SNAP-ED FY10 - Walla Walla/Franklin	REARDON BRENDA G	\$2,719.50	\$248.04	\$2,967.54
4799-1262	SNAP-ED FY10 - Walla Walla/Franklin	SANDERSON SAMANTHA L	\$2,589.00	\$241.43	\$2,830.43
4799-1262	SNAP-ED FY10 - Walla Walla/Franklin	TAYLOR LYNNE ELIZABETH	\$5,884.00	\$527.65	\$6,411.65
4799-1319	SNAP-ED FY11 - Walla Walla/Benton	EVANS DEBRA J	\$8,773.92	\$3,287.83	\$12,061.75
4799-1319	SNAP-ED FY11 - Walla Walla/Benton	MONAHAN SUSAN MARIE	\$711.00	\$66.30	\$777.30
4799-1319	SNAP-ED FY11 - Walla Walla/Benton	REARDON BRENDA G	\$1,043.00	\$95.15	\$1,138.15
4799-1319	SNAP-ED FY11 - Walla Walla/Benton	SANDERSON SAMANTHA L	\$1,110.00	\$103.49	\$1,213.49
4799-1319	SNAP-ED FY11 - Walla Walla/Benton	SMITH CAROLINE I	\$267.00	\$24.89	\$291.89
4799-1319	SNAP-ED FY11 - Walla Walla/Benton	TAYLOR LYNNE ELIZABETH	\$1,528.00	\$137.02	\$1,665.02
Sum:			\$69,617.43	\$22,757.54	\$91,874.97

9:25 am

Executive Session – Litigation Update
S Paradis & S Hallstrom

9:40 am

Executive Session – Potential Litigation
S Perry & D Sparks