

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



To view items in detail, please  
click on highlighted area

## AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, September 13, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

### Call to Order

### Approval of Minutes

- ❖ August 30, 2011
- ❖ August 30, 2011 Special

### Review Agenda

### Consent Agenda

#### Clerk

- a. Copier Lease w/Pacific Office Automation

#### Commissioners

- b. Letter to BF Fair Association Re 2011 Fair & Rodeo
- c. Letter to Elected Officials & Managers Re 2011 Fair
- d. Appreciation Letters Regarding Badger Mountain Centennial Preserve
- e. Letter to City of Richland Re Recreational Use Agreements w/the Barker Ranch
- f. Time of Remembrance Proclamation
- g. Line Item Transfer Fund No. 0000-101, Dept. 107
- h. Line Item Transfer Fund No. 0000-101, Dept. 137
- i. House Bill 2124 and Senate Bill 5964 Support

#### Facilities

- j. Contract Amendment w/Dynamic Sales & Services, Inc.

#### Fairgrounds

- k. Vehicle Purchase Authorization From Columbia Ford Mercury Hyundai

#### Human Services

- l. Surplus of Personal Property
- m. Lease Addendum w/Bassett/Sonju J/V
- n. Line Item Transfer, Fund No. 0108-101, Dept. 551

#### Juvenile

- o. Truancy Contract w/Pasco School District
- p. Truancy Contract w/Kennewick School District
- q. Authorization for Grant Expenditures

#### Personnel

- r. Line Item Transfer, Fund No. 0504-101, Dept. 000
- s. Personal Services Contract w/Penser NorthAmerica, Inc.

#### Public Works

- t. Public Hearing Authorization for Vacation of Unimproved Right of Way

**Agenda – Board of County Commissioners**

**September 13, 2011**

**Page Two**

**u.** Authorization to Proceed w/Apply-A-Line, Inc. Contract

**Sheriff**

**v.** Contract w/Custom Welding & Ornamental Iron, LLC for Installation of Bunk Ladders

**w.** Purchase Authorization for Miscellaneous Items from Crown Paper & Janitorial Supply, Inc.

**x.** Purchase Authorization for Food Service Gloves & Cups from Columbia Basin Paper & Supply

**y.** Purchase Authorization for Paper Towels from Airgas Safety, Inc.

**z.** Salary Request Statement

**Treasurer**

**aa.** Line Item Transfer, Fund No. 0129-101, Dept. 000

**9:05 AM**

**Public Hearings:**

**Surplus** Property – K Mercer

**Public** Urination Ordinance – R Lukson

**Scheduled Business:**

**Private** Road Name Change (PR11-01) – M Shuttleworth

Gang Abatement Update – Sheriff Keane

**Unscheduled Visitors**

**Board Assignment Update**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, August 30, 2011, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

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

**Approval of Minutes**

The Minutes of August 23, 2011 were approved.

**Consent Agenda**

**MOTION:** Commissioner Beaver moved to approve the consent agenda items "a" through "m". Commissioner Small seconded. Chairman Bowman requested item "c" be pulled for discussion. Upon vote, the Board approved the following:

**Assessor**

- a. Line Item Transfer, Fund No. 0000-101, Dept. 101

**Auditor**

- b. Copier Lease Agreement w/Ikon Office Solutions

**Commissioners**

- d. Rescinding Resolution 11-540, Ordinance Relating to Increased Fees in the Sheriff's Office

**Facilities**

- e. Second Contract Amendment w/Apollo Sheet Metal, Inc.

**Fairgrounds**

- f. Purchase Authorization w/A&B Asphalt
- g. Lease Agreement w/Atomic City Rollergirls

**Human Services**

- h. Agreement w/Columbia Basin Veterans Coalition

**Juvenile**

- i. Truancy Contract w/Finley School District
- j. Truancy Contract w/Prosser School District

**Office of Public Defense**

- k. Indigent Defense Payment Authorization for Attorney M. Spencer

**Personnel**

- l. Purchase Authorization from ProForce Marketing, Inc. for Taser Weapons and Assessories

**Public Works**

- m. Contract w/Apply-A-Line, Inc. for Pavement Markings

**Item “c” Travel Policy**

Chairman Bowman reviewed the following sections:

Page 2 – 1.2.2: He suggested that section be changed to reflect reimbursements could not be made to other organizations other than as approved by the Board of Benton County Commissioners to accommodate special situations. The Board discussed it and Mr. Sparks said the County should not be paying for other organizations. Also, the examples Chairman Bowman used were otherwise covered.

Page 4 - 1.5.1.5.1/1.5.1.5.3 (mileage): He said the language seemed complicated and the policy could be simplified. Ms. Smith Kelty said there were instances where employees were reading the language differently and they were trying to capture what was been happening. The Board agreed to have Ms. Smith Kelty re-write that section.

Page 8 – 1.9.1.4.13 (moving expenses): Chairman Bowman suggested it refer to the personnel policy regarding reimbursing moving expenses. The Board agreed.

**MOTION**: Commissioner Beaver moved to approve the Business Travel and Expense Policy with the friendly amendments. Commissioner Small seconded and upon vote, the motion carried.

**Unscheduled Visitors**

**Badger Mountain Contract**

Adam Fyall presented a contract with DelHur Industries to make improvements at Badger Mountain Preserve at no cost to the County.

**MOTION**: Commissioner Beaver moved to approve the contract with DelHur Industries to make improvements at Badger Mountain Preserve. Commissioner Small seconded and upon vote, the motion carried unanimously.

## **Employee of the Month - September**

Melina Wenner presented the award for “Employee of the Month” to Alex Sheridan, Office of Public Defense.

**MOTION:** Commissioner Beaver moved to accept the recommendation of Alex Sheridan for Employee of the Month and sign the letter. Commissioner Small seconded and upon vote, the motion carried.

## **Commissioner Assignment Update**

### **Fair – Benton County Booth**

Commissioner Beaver suggested someone write a letter thanking those who covered the County booth at the Fairgrounds and write a thank you letter to the Fair Association. The Board agreed.

The Board discussed the fair and thanked the county team and each board member said they received a lot of positive feedback about the fair and fairgrounds.

### **Emergency Management Report**

Commissioner Small gave a copy of the report to the Board for its review.

### **Public Works Department**

Chairman Bowman thanked the Public Works Department for its prompt response to putting up ‘no parking’ signs by the Yakima River on Grosscup.

### **Benton PUD/Franklin PUD – Initiative – Renewable Resources**

Chairman Bowman said that Benton and Franklin PUDs had a joint meeting and passed a resolution to purchase renewable sources; also, they came up with a process and initiative to change some of the rules and asked the County if it wanted to join them in that support. The Board agreed to have Administration review the issue and bring back a recommendation.

### **Redistricting Meeting**

David Sparks stated that Ms. Smith Kely organized a precinct redistricting meeting to be held at 7:00 p.m. at the Justice Center this evening.

## **Resolutions**

11-549	Line Item Transfer, Fund No. 0000-101, Dept. 101
11-550	Copier Lease Agreement w/Ikon Office Solutions
11-551	Rescinding Resolution 11-540, Ordinance Relating to Increased Fees in the Sheriff’s Office

- 11-552 Second Contract Amendment w/Apollo Sheet Metal, Inc.
- 11-553 Purchase Authorization w/A&B Asphalt
- 11-554 Lease Agreement w/Atomic City Rollergirls
- 11-555 Agreement w/Columbia Basin Veterans Coalition
- 11-556 Truancy Contract w/Finley School District
- 11-557 Truancy Contract w/Prosser School District
- 11-558 Indigent Defense Payment Authorization for Attorney M. Spencer
- 11-559 Purchase Authorization from ProForce Marketing, Inc. for Taser Weapons and Accessories
- 11-560 Contract w/Apply-A-Line, Inc. for Pavement Markings
- 11-561 Business Travel and Expense Policy
- 11-562 Contractor Improvement Agreement with DelHur Industries

There being no further business before the Board, the meeting adjourned at approximately 9:45 a.m.

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Clerk of the Board

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Chairman

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Special Board Meeting  
Tuesday, August 30, 2011, 1:30 p.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Leo Bowman  
Commissioner James Beaver  
Commissioner Shon Small

**Benton County Fire District #3 – Board of Fire Commission Interviews**

The Board interviewed applicants Tim Stewart, Gerry Sherman, and Brian Gustin for the open Commissioner position on the Benton County Fire District #3 Board of Fire Commission. After review and consideration, the Board made the following motion:

**MOTION:** Commissioner Beaver moved to appoint Gerald Sherman to the Board of Fire Commission, Position #1, for Benton County Fire District #3. Commissioner Small seconded and upon vote, the motion carried unanimously.

**Resolution**

No. 11-563: Appointment of Gerald Sherman to Benton County Fire District #3

There being no further business before the Board, the meeting adjourned at approximately 2:50 p.m.

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

\_\_\_\_\_  
Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>9-13-11</u>	Execute Contract _____	Consent Agenda	<u>XX</u>
Subject: <u>Lease for Copiers</u>	Pass Resolution <u>XX</u>	Public Hearing	_____
Prepared by: J. Delvin	Pass Ordinance _____	1st Discussion	_____
Reviewed by: _____	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

**BACKGROUND INFORMATION**

The Benton County Clerk would like to enter into a sixty (60) month lease with Pacific Office Automation for the leasing of one (1) Canon copier.

**SUMMARY**

The Benton County Clerk would like to enter into a sixty (60) month lease with Pacific Office Automation for the leasing of one (1) Canon copier.

**RECOMMENDATION**

Board sign the resolution authorizing execution of the Equipment Contract, as well as execute the original of the Equipment Contract.

**FISCAL IMPACT**

\$0

This lease replaces the lease on the one (1) previously leased copier.

**MOTION**

Motion to approve the resolution and execute the Equipment Agreement between the Benton County Clerk and Pacific Office Automation for sixty (60) month lease for one (1) Canon Copier.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR ONE (1) COPIER FROM PACIFIC OFFICE AUTOMATION FOR THE BENTON COUNTY CLERK,

WHEREAS, Pacific Office Automation is a vendor under State Contract #03706; and

WHEREAS, the Benton County Clerk would like to enter into a sixty (60) month lease with Pacific Office Automation for the leasing of one (1) Canon copier; and

WHEREAS, attached hereto and incorporated herein by this reference is the Equipment Contract along with a copy of the Equipment Agreement and State Contract #03706; together, these outline the fees to be charged to the Benton County Clerk for the lease of one (1) copier; and

WHEREAS, the monthly maintenance and equipment agreement amounts and per copy charges will be as follows, including all supplies, except paper:

Juvenile department - \$86.34 per month; \$.0074 per black/white copy

NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, is hereby authorized to sign the Equipment Contract between the Benton County clerk and Pacific Office automation for a sixty (60) month lease for one (1) Canon copier, as is more specifically described in the Equipment Agreement attached hereto and incorporated herein by this reference.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: J. Delvin, Clerk; File; R. Ozuna



# PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

## EQUIPMENT CONTRACT

No. \_\_\_\_\_

Benton County Clerks

NAME  
**S** 7320 W Quinault  
 BILLING ADDRESS  
**L** Kennewick WA 99336  
**D** CITY STATE ZIP  
 (509)735-8388  
 TELEPHONE  
**O** Josie Delvin  
 ATTENTION

SAME

NAME  
**S** \_\_\_\_\_  
**H** SHIPPING ADDRESS  
**I** \_\_\_\_\_  
**P** CITY STATE ZIP  
 ( )  
**T** TELEPHONE  
**O** \_\_\_\_\_  
 KEY OPERATOR

ORDER DATE		PO#		ORDERED BY		SOLD BY	
8/31/2011						Freeman	
QTY.	ITEM #	TYPE	DESCRIPTION			UNIT PRICE	TOTAL
1		NEW	Canon IR 3230			\$49.69	
			- Duplexing Automatic Document Feeder			\$9.39	
			- Cassette Feeding Unit			\$19.22	
			- Universal Send Kit			\$8.04	
			TOTAL			\$86.34	
Vendor Address:							
7913 W Grandridge Blvd.							
Kennewick, WA 99336							
*Pricing and terms from attached State of Washington contract #03706 incorporated herein by reference.							
TO BE LEASED AT \$ <u>86.34</u> PER MONTH FOR <u>60</u> MONTHS						SECURITY DEPOSIT	
COPY KIT / SERVICE AGREEMENT: _____ COPIES OR _____ YEAR(S), WHICHEVER COMES FIRST. FROM DATE _____ METER _____, TO DATE _____ METER _____							
NETWORK SUPPORT CONTRACT*, _____ HOURS OR _____ MONTH(S), WHICHEVER COMES FIRST. *See POA Representative for terms and conditions.							
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS						SUB-TOTAL	
Black and white copies billed monthly in arrears at .0074 per page. All parts, labor, toner and supplies (except paper) included for the term of the lease.						DELIVERY NETWORK INSTALLATION	\$200.00 <i>NC</i>
						POWER FILTER	
						TAXES	
						TOTAL	
						LESS DEPOSIT	
						BALANCE	

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

*Initial*  
\* ———

### CUSTOMER AUTHORIZATION

### APPROVED BY PACIFIC OFFICE AUTOMATION

*x* \_\_\_\_\_  
 SIGNATURE  
*x* \_\_\_\_\_ *x* \_\_\_\_\_  
 TITLE (BOCC) DATE

\_\_\_\_\_  
 BY  
 \_\_\_\_\_  
 TITLE DATE

Initial

X

## COPY KIT AGREEMENT

As consideration for the payment by Customer of \$ \_\_\_\_\_, Pacific Office Automation agrees to provide parts and labor service for the equipment purchased hereunder as follows:

- Replacement of all parts found defective or worn as a result of normal copier use.
- Labor to effect repairs and properly maintain the copier.
- All preventative maintenance done at intervals specified by manufacturer.
- Loaner in the event the copier requires shop work to effect repair.
- Replacement of photoconductors found defective or worn as a result of normal use.
- Replacement of heater rollers found defective or worn as a result of normal use.
- Replacement of black toner, black developer, brushes and filters.
- Factory recommended retrofits and improvements in the machine.

This agreement represents a simplified billing method and reflects a cost to you of \$ \_\_\_\_\_ per copy. Excess copies during the specified term will be billed to you at this rate on a monthly basis. Payment terms are 25% down net invoice ten days, with a 1.5% per month service charge on unpaid amounts. Not included in the Copy Kit Agreement are paper, staples and network support. If color toner is included in the Cost Per Copy / Copy Kit Agreement, the color toner will be supplied within the Cost Per Copy charge based upon the standard manufacturers yield. Excess toner will be billed at standard manufacturers retail price.

Copy Kit / Service Agreements will automatically be renewed for additional one year terms unless either party, 30 days prior to the expiration of the current term, gives 30 days written notice of termination.

## WAIVER OF COPY KIT

After discussing the benefits of a Copy Kit Agreement with a representative of Pacific Office Automation, I have decided that I do not wish to have the equipment contained in this order to be covered by this Copy Kit Agreement at this time. I understand that a condition of the One Million Copy/Five Year Warranty is continuous Coverage of said equipment by this Copy Kit Agreement from time of installation.

In rejecting this Copy Kit Agreement I WAIVE ANY RIGHTS TO THE ONE MILLION COPY/FIVE YEAR GUARANTEE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## GUARANTEES

The Seller extends to the Buyer the following express limited guarantees under a Service Maintenance / Copy Kit Program.

- 1. STANDARD LIMITED WARRANTY:** Pacific Office Automation warrants new equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photoconductors, heat rollers, fuser, cleaning kits, toner, developer or paper. For purposes of this paragraph, new equipment shall be defined as equipment with up to 5,000 copies. Used equipment will receive a 30-day warranty.
- 2. LIMITED COPY GUARANTEE:** Provided the equipment purchased hereunder is continuously maintained under Pacific Office Automation's Copy Kit Service Agreement, Pacific Office Automation extends the following express limited warranty: (1) your new high speed copier (in excess of 30 cpm) will last 1,000,000 copies or five years; (2) Segment One copiers (10-20 cpm) will last 500,000 copies or five years; and (3) Segment Two copiers (21-30 cpm) will last five years or 750,000 copies.
- 3. RESPONSE TIME WARRANTY:** Pacific Office Automation guarantees four (4) hour average response time for emergency services for machines that are within 50 miles of our branch offices. If Pacific Office Automation does not perform the guaranteed response time for a period of one year, upon written request, you will receive a five percent (5%) credit toward your next service or supply purchase from Pacific Office Automation.
- 4. LIFETIME POWER PROTECTION GUARANTEE:** If a Pacific Office Automation Power Filter is included in this agreement, repairs to damage caused by power surges and/or lightning will be covered.
- 5. UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all new equipment purchased hereunder continuously covered under a Pacific Office Automation Copy Kit Service Agreement, we will guarantee a trade-in value on new equipment sold by Pacific Office Automation up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.
- 6. DISCLAIMER:** Except as specifically provided herein, Seller disclaims all warranties, expressed or implied, including without limitation, all implied warranties of merchantability or fitness for a particular purpose. Equipment subject to a manufacturer's warranty. Under no circumstances will Pacific Office Automation be responsible for any consequential or incidental damages.

## GENERAL TERMS & CONDITIONS

- (1) Unless provided, the terms of sale are 10 days net. Seller agrees to provide reasonable assistance to finance the purchase of the equipment and Copy Kit / Service Agreement, however, Buyer understands and acknowledges such financing cannot be guaranteed by Seller. Buyer shall be ultimately responsible for payment of purchase price. If not provided, the purchase price is the Manufacturer's suggested retail price of the equipment and/or solutions plus any lease buyouts, delivery charges, installation charges, and the total service/supply/copy kit commitment.
- (2) If equipment is delivered to Buyer before final payment, Buyer grants to Seller a security interest in the equipment and agrees to excuse and deliver all documentation necessary to perfect such security interest.
- (3) If Buyer defaults in the payment of the purchase price as provided herein, Buyer agrees to pay to Seller, a service charge of 1.5% per month and all of Seller's attorney's fees and collection costs, even if no suit or action is filed.
- (4) The sales price herein includes the initial installation of the manufacturer's software onto Buyer's computers. Prior to such installation, Buyer shall perform and complete a system backup. Seller shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. The Buyer shall be solely responsible for the cost of any cables and additional hardware required to connect equipment to a network. Seller shall not be responsible for any updates or problems arising after the initial installation due to a change in Buyer's computers and/or network.

# State of Washington Current Contract Information

Effective Date: August 2, 2011

<b>Contract Number:</b>	03706 (Replaces 05899 and 07903)		<b>Commodity Code:</b>	3611
<b>Contract Title:</b>	Multifunctional Document Devices, Standalone and Networked			
<b>Purpose:</b>	<p>1) <b>Ricoh</b> has been approved to extend their promo through December 31, 2011. See embedded document below.</p> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 5px 0;"> <p>State of Washington Renewal Promo Lette</p> </div> <p>2) <b>Konica Minolta</b> has updated their dealer network. See highlighted section on page 20.</p> <p>3) <b>Konica Minolta</b> has been approved to removed the bizhub C35, effective August 1, 2011.</p> <p><i>All other terms and conditions remain unchanged.</i></p>			
<b>Contract Term:</b>	April 2, 2011	<b>Through:</b>	April 1, 2013	
<b>For Use By:</b>	<p>All Agencies, Departments and Institutions of Higher Education (College and Universities, Community and Technical Colleges) of the State of Washington, Political Subdivisions and Qualified Non-profit Organizations that are part of the Washington State Purchasing Cooperative (WSPC) and the Materials Management Center.</p> <p>A list of WSPC members is available on the Internet at:  <a href="https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv">https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv</a></p>			
<b>Scope of Contract:</b>	This contract is awarded to <b>MULTIPLE</b> contractors.			
<b>Contractors:</b>	<ol style="list-style-type: none"> <li>1. <u>Canon U.S.A., Inc.</u></li> <li>2. <u>Konica Minolta Business Solutions USA, Inc.</u></li> <li>3. <u>Ricoh Corporation</u></li> <li>4. <u>Sharp Electronics Corporation</u></li> <li>5. <u>Xerox Corporation</u></li> </ol>	<p>Page 6</p> <p>Page 16</p> <p>Page 23</p> <p>Page 30</p> <p>Page 32</p>		
<b>Related Contracts:</b>	08101 Mail Equipment, 00902 Fax Machines			
<b>Term Worth:</b>	\$45,000,000/2 years			
<b>Current Participation:</b>	\$0 MBE	\$0 WBE	\$45,000,000 OTHER	\$0 EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

Washington State Department of General Administration  
Office of State Procurement, PO Box 41017, Olympia WA 98504-1017

The State of Washington is an equal opportunity employer. To request this information in alternative formats call (360) 9027400 or TDD (360) 664-3799.

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the number(s) listed below.

Contract Administrator:	Neva Peckham
Phone Number:	(360) 902-7425
Fax Number:	(360) 586-2426
E-mail:	<a href="mailto:neva.peckham@ga.wa.gov">neva.peckham@ga.wa.gov</a>

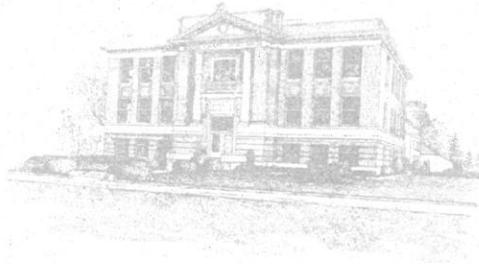
*Visit our Internet site at: <http://www.ga.wa.gov/purchase.htm>*

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**Board of County Commissioners**  
**BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



September 13, 2011

Benton Franklin Fair Association  
1500 South Oak Street  
Kennewick, WA 99337

RE: 2011 Benton Franklin Fair and Rodeo

Dear President Elliott and Fair Association Board of Directors:

The Board of Commissioners would like to congratulate you on another successful staging of the Benton Franklin Fair and Rodeo this past month. We look forward to working with you over the next year on improvements to the Fairgrounds that will make the facility an increasingly marketable venue for both the Fair and other events year round.

We would also like to thank you for assisting us in setting up our first ever Benton County Government Fair Booth. We were lucky to have an eastward orientation, and lucky that while it was certainly August weather, we weren't facing triple digits.

Thank you again for another great Fair and Rodeo.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Leo Bowman, Chairman

\_\_\_\_\_  
James Beaver, Member

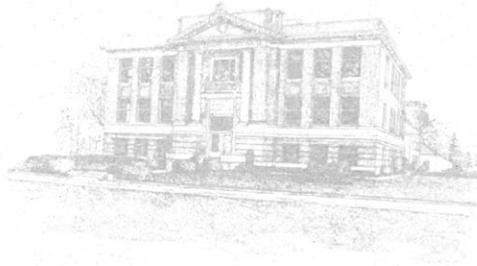
\_\_\_\_\_  
Shon Small, Member

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**Board of County Commissioners**  
**BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



September 13, 2011

Elected Officials  
Department Managers

Re: 2011 Fair

Dear Elected Officials and Department Managers:

The Board of County Commissioners would like to take this opportunity to thank you as well as your staff for the great work in preparing for the County's participation in this year's fair. Great efforts were made in scheduling, preparing pamphlets and signs in this year's first ever Benton County Government Fair Booth and these efforts did not go unnoticed.

We look forward to working together with you in any way possible in making improvements or obtaining feedback for future planning which would increase community involvement during Fair Week.

Again, thank you for your efforts and those of your staff.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

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Leo Bowman, Chairman

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James Beaver, Member

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Shon Small, Member

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
Meeting Date: 13 Sep 2011 Subject: BMP improvements Memo Date: 05 Sep 2011 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND**

Attached are three appreciation letters recognizing two separate recent improvements at the Westgate trailhead at Badger Mountain. Two letters relate to the driveway improvements coordinated by Friends of Badger Mountain, and one is to the Eagle Scout candidate who built and erected the new bulletin board at the trailhead (he also placed one at the other trailhead in the City park).

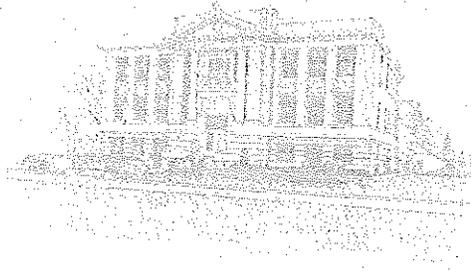
# # #

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**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



13 September 2011

Daniel Varnum-Lowry  
3203 Mount Saint Helens  
West Richland, Washington 99353

Dear Daniel,

The Board of Commissioners would like to thank you for your recent contributions at the Badger Mountain Centennial Preserve. We are aware that for your Eagle Scout project, you constructed and installed two bulletin boards at the Preserve – one in the City of Richland's Trailhead Park, and one at the trailhead at the Westgate access sit off of Dallas Road.

We appreciate the planning and organization it takes to bring a project like this to its conclusion. We also appreciate your efforts in coordinating with our staff and with the Friends of Badger Mountain group. The bulletin boards look great and will surely be well used.

Again, thank you for your efforts at Badger Mountain, and best wishes for the remainder of your Scouting career.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Leo Bowman, Chair

\_\_\_\_\_  
Jim Beaver

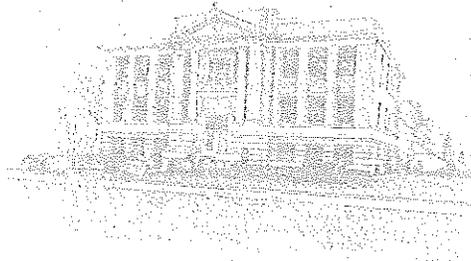
\_\_\_\_\_  
Shon Small

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



13 September 2011

Board of Directors  
Friends of Badger Mountain  
Post Office Box 24  
Richland, Washington 99352

Dear Members of the Board,

The Board of Commissioners would like to congratulate Friends of Badger on the completion of yet another outstanding improvement at the Badger Mountain Centennial Preserve; this time, the renovation and upgrade of the driveway leading from Dallas Road to the parking area at the Westgate Portal. The commitment of your Board, your donors, and your volunteers to projects that raise the quality of the visitor experience at the Preserve has been consistent and thorough over the past six years.

In particular, we would like to recognize your President David Comstock for his personal attention to this most recent project. We appreciate his efforts in coordinating a number of moving parts between and among contractors and our staff. We are also aware that he was able to muster significant donations of time and equipment from the private sector for the project.

Again, thank you for all of your efforts at Badger Mountain, and we look forward to working with you on the next project.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

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Leo Bowman, Chair

---

Jim Beaver

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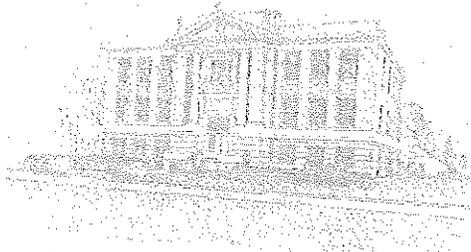
Shon Small

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

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



13 September 2011

John Doyle, Vice President  
DelHur Industries  
30607 Oldfield Street  
Post Office Box 883  
Hermiston, Oregon 97838

Dear Mr. Doyle,

The Board of Commissioners would like to thank you once again for the contributions of DelHur at the Badger Mountain Centennial Preserve in Benton County. The parking area you constructed at the Westgate location a few years ago has grown steadily in popularity and has become a critical piece of our infrastructure at the Preserve. Your most recent work – renovating the driveway connecting Dallas Road to the parking lot – will once again raise the quality of the visitor experience.

We appreciate your willingness and ease of working with the Friends of Badger Mountain and our staff in coordinating the project. We also realize that time, people, and equipment are money; and we thank you and DelHur for your sizeable donation of each.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Leo Bowman, Chair

\_\_\_\_\_  
Jim Beaver

\_\_\_\_\_  
Shon Small

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
Meeting Date: 20 Sep 2011 Subject: Barker Ranch letter Memo Date: 06 Sep 2011 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

### **SUMMARY & BACKGROUND**

Per a previous discussion by the Board, a letter has been drafted addressed to the City of Richland, acknowledging their work on a public use agreement with The Barker Ranch in regards to the Ranch's in-ground irrigation infrastructure that is within the City. This area and the agreement is similar to what the County is working on with Barker at Horn Rapids Park, and the letter further encourages completion of the bi-lateral work toward the similar outcomes.

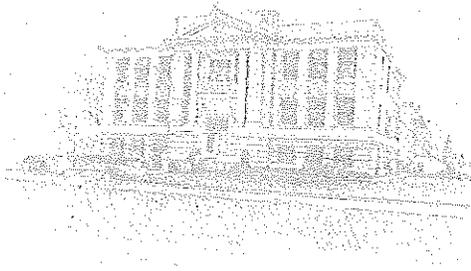
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Leo Bowman  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



20 September 2011

The Honorable John Fox, Mayor  
City of Richland  
505 Swift Boulevard  
Richland, Washington 99352

Cindy Johnson, City Manager  
City of Richland  
505 Swift Boulevard  
Richland, Washington 99352

**Re: Recreational use agreements with The Barker Ranch**

Dear Mayor Fox and Ms. Johnson:

It is our understanding that the City is working with The Barker Ranch on an agreement clarifying uses, roles, and responsibilities regarding the trail that traverses on and around the Ranch's irrigation infrastructure that passes through the City. We are excited about this undertaking, and we are working on a similar agreement for the portions of the trail/easement that pass through Benton County's Horn Rapids Park adjacent to the City.

Taken together, getting access and liability issues squared-away in our respective areas in the coming weeks will mean having roughly eight miles of unencumbered trail along the Yakima River stretching from the north end of Benton City to the Horn Rapids housing development available to the recreating public. The Benton County Parks Department is tentatively planning to improve a new parking site within Horn Rapids Park in the area of the trail, as well as other signage and fencing upgrades.

We look forward to seeing these two agreements with The Barker Ranch completed, and perhaps even sharing in some sort of a joint dedication event at some appropriate time in the future. Thank you for your attention to this excellent public recreation project.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Leo Bowman, Chairman

\_\_\_\_\_  
Shon Small

\_\_\_\_\_  
James Beaver

cc: The Barker Ranch, Limited

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	09/13/11	Execute Contract	_____	Consent Agenda	XXX
Subject:	Time of Remembrance Proclamation	Pass Resolution	XXX	Public Hearing	
Prepared by:	Marilu Flores	Pass Ordinance	_____	1st Discussion	
Reviewed by:	L Smith Kelty	Pass Motion	_____	2nd Discussion	
		Other	_____	Other	

### BACKGROUND INFORMATION

For the past four years, Benton County has supported the Washington State Time of Remembrance Committee by passing a proclamation recognizing and honoring the memories of courageous military men and women who have lost their lives in the line of duty and praying for the comfort of their family and friends.

### SUMMARY

We have received another request for proclaiming Sept. 24 & 25, 2011 "A Time of Remembrance" by May Hays, West Richland Area Chamber of Commerce.

### RECOMMENDATION

Approval of the resolution proclaiming Sept. 24 & 25, 2011, "A Time of Remembrance".

### FISCAL IMPACT

na

# RESOLUTION

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

**IN THE MATTER OF PROCLAIMING SEPTEMBER 24 & 25, 2011, "A TIME OF REMEMBRANCE"**

**WHEREAS**, a statewide effort is planned to honor the families and comrades of Washington's Fallen Warriors during this Global War on Terrorism; and

**WHEREAS**, this tribute, led by the "2011 Washington State Time of Remembrance" committee, honors those who have died for their country and the families they left behind; and

**WHEREAS**, the "Time of Remembrance" gathering is for the purpose of recognizing, honoring the memories of the courageous men and women who lost their lives in the line of duty and praying for the comfort of their family and friends; and

**WHEREAS**, this is the fifth year for the families of Washington State brought together for a time of comfort and healing; and

**WHEREAS**, it is the goal to have each of our heroes' memory represented; and

**WHEREAS**, it is the goal to involve Benton County citizens, organizations and businesses and encourage fundraising in order to provide "scholarships" to the immediate families to cover costs for their lodging and participation for this event; **NOW THEREFORE;**

**BE IT HEREBY RESOLVED** that the Board of Benton County Commissioners hereby proclaims September 24 & 25, 2011, *A Time of Remembrance*.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF 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:

Fund Name: Current Expense  Fund Nbr:

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	4906	Print/Bindery	\$577	511.100	9305	Computer Hardware & Software	\$577
<b>TOTAL</b>			<b>\$577</b>	<b>TOTAL</b>			<b>\$577</b>

Explanation:

Prepared by:  Date:

Approved  Denied  Date:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>9-13-11</u>	Execute Contract	_____
Subject:	<u>Line Item</u>	Pass Resolution	<u>  x  </u>
	<u>Transfer AC</u>	Pass Ordinance	_____
Prepared by:	<u>K. Mercer</u>	Pass Motion	_____
Reviewed by:		Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND / SUMMARY INFORMATION**

The Animal Control vehicle (Ford Explorer) was taken to the county yards in order to have work performed. A line item transfer is needed in order to appropriate funds in line item 0000101.137.00000.521.230.9103 – Engineer Services before the invoice can be paid.

**RECOMMENDATION**

Approve the line item transfer.

**FISCAL IMPACT**

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 137.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, File, LSK



<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 13 Sep 2011 Subject: HB & SB Memo Date: 31 Aug 2011 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

## **SUMMARY**

Benton County, and other community partners, have been requested by the Benton Public Utility District and the Franklin Public Utility District to support House Bill 2124 and its companion bill Senate Bill 5964 which would modify the requirements for large utilities in regards to their mandated purchase of renewable energy and/or credits in lieu of energy.

## **BACKGROUND**

Benton County was approached in late August by Benton PUD with the request. In a joint session, Benton PUD and Franklin PUD have already passed resolutions taking their positions in support of the two bills. A version of that resolution is attached which provides better detail on the specifics on the subject. In essence, large utilities like Benton and Franklin PUDs (>25,000 customers) have mandates over the next decade for their purchase of "renewable" power or credits in lieu of said power. Existing hydropower resources were specifically excluded from the equation, so the law's intent is to focus on wind energy, solar energy, tidal energy, etc. The PUDs' point is that the mandates of the law have become burdensome because there has actually been contraction in the power market and so the development of additional power and purchase of that power by mandate is unnecessary and can only be accomplished by passing the costs of those requirements on to ratepayers, at a time when the economy is already struggling.

The PUDs are asking community partners such as the counties to support easing the restrictions of the law by supporting the two legislative bills that would do that.

As part of the background work, I consulted with Benton County's other major rural utility provider, the Benton Rural Electric Association, to get their take on these bills and to be sure that by supporting the bills the County wouldn't be getting sideways with REA in any way. REA says that the law doesn't effect them directly, because they are a relatively small utility (~10,000 customers). However, they generally support the bills and PUDs request, though REA has not decided yet if it will weigh-in officially on the matter. A contact at REA informed me that the Tri-Cities Legislative Council will be supporting the new legislation.

## **ATTACHMENTS**

- Draft Resolution
- Resolution passed by BPUD and FPUD (provides more background detail)

## **FISCAL IMPACT**

None.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON

IN THE MATTER OF HOUSE BILL 2124 AND SENATE BILL 5964

**WHEREAS**, Initiative 937 (the Initiative), passed in 2006 and which resulted in the Energy Independence Act (EIA), required qualifying utilities to incrementally increase the amount of eligible renewable resources to 15 percent by 2020 and to pursue all cost-effective conservation requirements starting in 2010; and,

**WHEREAS**, The Initiative narrowly defined eligible renewable resources to exclude *existing* hydropower which supplies over two-thirds of the electricity in the state of Washington; and,

**WHEREAS**, The Initiative imposed significant financial penalties for failure to meet renewable requirements and conservation targets; and,

**WHEREAS**, The Initiative failed in Benton County with 66 percent of the voters opposing the Initiative, and passed statewide with only 51.6 percent of the vote; and,

**WHEREAS**, Many utilities' energy demands are not growing as projected, or have declined due to the combination of successful conservation programs and the poor economy; and,

**WHEREAS**, The EIA requires qualifying utilities to purchase specific qualified renewable energy resources or renewable energy credits in lieu of power even if the utilities don't need additional power; and,

**WHEREAS**, The purchase of unneeded eligible renewable energy resources or renewable energy credits could lead to unnecessary increases in customer rates; and,

**WHEREAS**, House Bill 2124 and its companion Senate Bill 5964 provide qualifying utilities the choice to avoid the purchase of unneeded renewable energy or renewable energy credits; and,

**WHEREAS**, House Bill 2124 and Senate Bill 5964 do not change the overall intent of Initiative 937, which is to encourage the use of conservation and the use of renewable energy resources; and,

**WHEREAS**, House Bill 2124 and Senate Bill 5964 will protect qualifying utilities from unnecessary additional costs which could result in unwanted rate increases; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of County Commissioners, that Benton County supports House Bill 2124 and Senate Bill 5964, which protect qualifying utilities from the mandatory purchase of eligible renewable energy resources or renewable energy credits that are not needed to serve customers' loads.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

orig: BOCC file  
cc: Prosecutor (Brown), Sustainable Development  
Benton Public Utility District, Benton Rural Electric Association

Prepared by: AJ Fyall

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date:	9/13/11	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject:	Dynamic Laundry Contract Amendment	Pass Resolution <u>  X  </u> _____	Public Hearing _____
		Pass Ordinance _____	1st Discussion _____
Prepared by:	D. Pettey	Pass Motion _____	2nd Discussion _____
Reviewed by:	K. Mercer & Ryan Lukson	Other _____	Other _____

**BACKGROUND INFORMATION**

Per resolution 11-126 dated February 14, 2011 the Board of Benton County Commissioners entered into one year blanket contract with Dynamic Sales & Services, Inc. for “as needed” services throughout Benton County facilities for a contract amount not to exceed twenty thousand dollars and zero cents (\$20,000.00) including WSST with a contract term expiring December 31, 2011.

It is the desire of the Building Maintenance Supervisor and the Jail Captain to replace the existing washing machine in the Benton County Jail Facility due to its age and reduced functionality (the current machine was purchased in 2003).

The Building Maintenance Supervisor solicited the following companies from the Benton County Vendors list to provide a quote for one IPSO 100lb High-Speed Washing Machine:

- Dynamic Sales & Services Inc., Kirkland, WA (\$20,158.46 including WSST)
- ABC Enterprises, Inc., Wilsonville, OR (\$31,398.00 including WSST)
- Automated Laundry Systems, Inc., Burbank, CA (\$25,405.30 including WSST)

Dynamic Sales & Services had the lowest price. Because we currently have a contract with Dynamic Sales & Services for as needed maintenance on our washing machines, an amendment to the current contract is desired.

The contract amendment adds wording to the Services Provided section allowing Dynamic Sales & Services to provide and install the new washing machine. It also increases the contract amount not to exceed \$45,000.00 including WSST. An updating of the Contract Representative was also needed.

**RECOMMENDATION**

Approve the attached Resolution and First Contract Amendment allowing Dynamic Sales to provide and install a new washing machine at the Benton County Jail, increase the contract amount not to exceed \$45,000 including WSST, and update the Contract Representative section of the contract.

**FISCAL IMPACT**

Cost of the new washing machine will be approximately \$20,158.46 including WSST and paid from the Jail Depreciation Fund

**MOTION**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE CONTRACT AMENDMENT FOR THE PURCHASE AND INSTALLATION OF A WASHING MACHINE FROM DYNAMIC SALES & SERVICES FOR THE BENTON COUNTY JAIL

WHEREAS, it is the desire of the Building Maintenance Supervisor and the Jail Captain to replace the existing washing machine in the Benton County Jail Facility due to its age and reduced functionality; and

WHEREAS, the Building Maintenance Supervisor solicited the following companies from the Benton County Vendors list to provide a quote for one (1) IPSO 100lb High-Speed Washing Machine; and

- Dynamic Sales & Services Inc., Kirkland, WA (\$20,158.46 including WSST)
- ABC Enterprises, Inc., Wilsonville, OR (\$31,398.00 including WSST)
- Automated Laundry Systems, Inc., Burbank, CA (\$25,405.30 including WSST)

WHEREAS, Dynamic Sales & Services Inc. has the lowest price for one (1) IPSO 100lb High-Speed Washing Machine; and

WHEREAS, per resolution 11-126 dated February 14, 2011 the Board of Benton County Commissioners entered into one year blanket contract with Dynamic Sales & Services, Inc. for "as needed" services throughout Benton County facilities for a contract amount not to exceed twenty thousand dollars and zero cents (\$20,000.00) including WSST with a contract term expiring December 31, 2011; and

WHEREAS, this contract amendment is necessary to include the ability for Dynamic Sales & Services to provide and install the washing machine, to increase the contact amount not to exceed forty five thousand dollars (\$45,000.00) including WSST, and to update the Contract Representative contact information; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board approves the attached Contract Amendment between Benton County and Dynamic Sales & Services, Inc., allowing the contractor to provide and install a new washing machine with a quoted price of \$20,158.46 including WSST for the Benton County Jail, increasing the contract amount not to exceed forty five thousand dollars (\$45,000.00) including WSST, and updating the Contract Representative contact information; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the Contract Amendment attached hereto.

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

# CONTRACT AMENDMENT

**THIS CONTRACT AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and DYNAMIC LAUNDRY SYSTEMS INC., hereinafter called "CONTRACTOR".

**WHEREAS**, per Resolution 11-126 the parties entered into a contract for 2011, whereby the contractor would provide "as needed" washer and dryer maintenance and repair services in 2011 for the Benton County Jail in Kennewick; and

**WHEREAS**, the COUNTY desires to amend the current agreement to include the ability to pay for the purchase and installation of a new washing machine to be used in the Benton County Jail Facility; and

**WHEREAS**, the COUNTY also wishes to amend the current agreement to update the county's contract representative; and

**NOW THEREFORE**, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below sections which shall be amended with the following:

1. **Section 3. SERVICES PROVIDED-** Paragraph a. in this section shall be removed and replaced with the following:

- a. The CONTRACTOR agrees to provide "as needed" washer and dryer maintenance and repair services for the Benton County Jail Facility located in Kennewick, WA in accordance with the CONTRACTORS 2011 price list proposal attached hereto as Exhibit A. In addition, equipment and installation services may also be provided to the COUNTY by the CONTRACTOR via a formal quote to the contract representative. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for washer and dryer maintenance and repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

2. **Section 4. CONTRACT REPRESENTATIVES-** Paragraph b. in this section shall be removed and replaced with the following:

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>9-13-11</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: Columbia Ford Mercury Hyundai	Pass Resolution <u>x</u>	Public Hearing _____
	Pass Ordinance _____	1st Discussion _____
Prepared by: cmb _____	Pass Motion _____	2nd Discussion _____
Reviewed by: _____	Other _____	Other _____

**BACKGROUND INFORMATION**

Recently Fairgrounds evaluated the need for a new utility vehicle for the Fairgrounds and its employees. The current vehicles for Fairgrounds are not road worthy. Facilities has loaned Fairgrounds employees a vehicle to use in the interim for off site purchases.

**SUMMARY**

Fairgrounds Facility Supervisor reviewed purchase options on the Washington State Contract for a utility vehicle that would suit the full need to the Fairgrounds and its employees. A resolution was not completed prior to purchase, authorizing the order of this vehicle.

**RECOMMENDATION**

The Board of Benton County Commissioners authorize payment for the purchase of the 2011 Ford F2B F250 RC 4x4 purchased from Columbia Ford Mercury Hyundai off Washington State Contract No. 05309 in the amount of \$24,975.81 including WSST with a total amount not to exceed \$25,500.00 including WSST.

**FISCAL IMPACT**

\$24,975.81 including WSST to be paid out of the Fairgrounds Improvement fund 0123101.000.00000.594.750.6401.

**MOTION**

Move the Resolution for purchase of 2011 Ford F2B F250 RC 4x4 be approved.

**RESOLUTION**

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

**IN THE MATTTER OF AUTHORIZING THE PURCHASE OF A VEHICLE FROM COLUMBIA FORD MERCURY HYUNDAI OFF WASHINGTON STATE CONTRACT NO. 05309 FOR THE BENTON COUNTY FAIRGROUNDS, KENNEWICK, WA**

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

**WHEREAS**, Washington State Contract No. 05309 allows for the purchase of vehicles; and

**WHEREAS**, one (1) 2011 Ford F2B F250 RC 4x4 was purchased for use on the Fairgrounds; and

**WHEREAS**, the purchase price inclusive of WSST is \$24,975.81; and

**WHEREAS**, a resolution was not done authorizing the order and therefore the Deputy County Administrator is requesting the Board of Benton County Commissioners approve and authorize payment to Columbia Ford Mercury Hyundai for one (1) 2011 Ford F2B F250 RC 4x4; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves and authorizes payment for the 2011 Ford F2B F250 RC 4x4 purchased from Columbia Ford Mercury Hyundai off Washington State Contract No. 05309 in the amount of \$24,975.81 including WSST with a total amount not to exceed \$25,500.00 including WSST

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

**BACKGROUND INFORMATION**

The Benton County Auditor is the Personal Property Manager and maintains and updated inventory listing of county Personal Property, and as listed on the attached, Benton-Franklin Human Services has office furniture which has been made obsolete and needs to be disposed of for salvage upon board approval. All items listed have a value less than \$25.00.

**SUMMARY**

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

**RECOMMENDATION**

Sign the attached proposed resolution to surplus the listed office furniture.

**FISCAL IMPACT**

None

**MOTION**

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

  
 \_\_\_\_\_  
 Signature

# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

WHEREAS, the Benton and Franklin Counties Department of Human Services has office furniture which has been made obsolete; and

WHEREAS, the Personal Property Manager and Benton and Franklin Counties Department of Human Services Administrator have determined that the listed property in Attachment A needs to be disposed of for salvage upon board approval; and,

WHEREAS, all items listed have a value less than \$25; and,

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

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

**BE IT RESOLVED**, that, based on the recommendation of the Personal Property Manager and as supported by the Benton and Franklin Counties Department of Human Services Administrator, that the listed property in Attachment A is hereby surplused and to be disposed of as indicated in the attached.

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

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

\_\_\_\_\_  
Member

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

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

# ATTACHMENT A

## BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES OFFICE FURNITURE SURPLUS

### DESCRIPTION

---

- # 1- Steel 4-shelve bookcase (cream)
- # 2- Computer tables (gray)
- # 1- Particle board book shelf (wooden)
- # 1- Laminate 5 shelve bookshelf (wooden)
- # 10- Plastic desk pieces
- # 1- Credenza table (wooden)
- # 1- Non-folding table (wooden)
- # 2- IBM type writers
- # 8- Padded cloth chairs with wheels (dark blue)
- # 1- Padded cloth chair (purple)
- # 1- Typing table (wooden)
- # 8- Computer chairs (various colors)
- # 1-Computer desk hutch (wooden)
  
- ## 2- 2 person workstation modules

# Scrap, not functional, no cost benefit in selling

## Sell if possible, scrap after best effort to sell fails

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <b>SEP 13 2011</b> <b>Subject:</b> <u>Lease Addendum between Bassett/Sonju J/V and Benton and Franklin Counties Department of Human Services Crisis Response Unit and Substance Abuse Assessment Center</u> <b>Prepared by:</b> Maria Loera, Sr. Secretary-DHS <b>Reviewed by:</b> Ed Thornbrugh, Administrator-DHS	Execute Addendum <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <input checked="" type="checkbox"/> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

### BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services currently leases property from Bassett/Sonju J/V located at 2635 West Deschutes Avenue, Kennewick which houses the Crisis Response Unit and Substance Abuse Assessment Center. The lease for the property will expire on October 30, 2011, and Benton and Franklin Counties Department of Human Services would like to extend the lease for one (1) year.

### SUMMARY

**Award:** Consideration will be \$4,296.34 per month for a maximum consideration of \$51,556.08  
**Period:** November 1, 2011 through October 30, 2012  
**Funding Source:** Fund 0108-101 Human Services Budget

### RECOMMENDATION

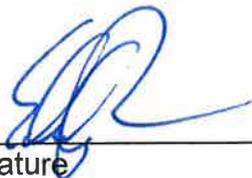
- Sign the Resolution to accept the proposed Lease Addendum
- Approve the proposed Lease Addendum by signing all the copies where indicated

### FISCAL IMPACT

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

### MOTION

To approve signing the Lease Addendum between Bassett/Sonju J/V, and to authorize the Chair to sign of behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

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

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

**RE: IN THE MATTER OF EXTENDING THE LEASE AGREEMENT FOR ONE YEAR BETWEEN BASSETT/SONJU J/V AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES CRISIS RESPONSE UNIT AND SUBSTANCE ABUSE ASSESSMENT CENTER LOCATED AT 2635 WEST DESCHUTES AVENUE, KENNEWICK, WA 99336**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently leases property from Bassett/Sonju J/V located at 2635 West Deschutes Avenue, Kennewick, WA; and

**WHEREAS**, the property houses the Benton and Franklin Counties Crisis Response Unit and Substance Abuse Assessment Center whose lease term will expire on October 30, 2011; and

**WHEREAS**, Benton and Franklin Counties Department of Human Services would like to extend the lease for the property for one year; and

**WHEREAS**, the rent shall be subject to a consumer price index adjustments to the monthly rental fees; NOW THEREFORE,

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the attached lease addendum extending the lease of the Benton and Franklin Counties Crisis Response Unit and Substance Abuse Assessment Center one year, for a rental amount of \$4,296.34 per month for a maximum consideration of \$51,556.08; and

**BE IT FURTHER RESOLVED**, the term to the attached lease addendum will commence November 1, 2011 and shall terminate October 30, 2012.

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

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

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County Commissioners

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

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

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

LEASE ADDENDUM

Addendum to that certain lease dated October 1, 1996 by and between McCausland (Now Bassett)/Sonju J/V ("Landlord") and Benton & Franklin Counties Dept. of Human Services ("Tenant").

To Whit:

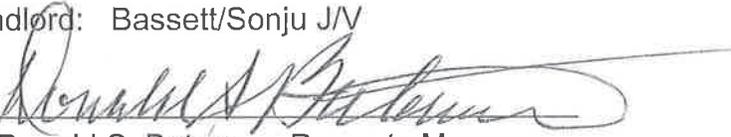
Term: The term of this lease shall be extended for one year. The new termination date is October 30, 2012

Rent: Tenant shall pay to the Landlord as rent for the premises equal monthly installments of Four-Thousand Two-Hundred Ninety-six and 34/100 (\$4,296.34) in advance beginning November 1, 2011.

All other terms and conditions of the afore-mentioned lease shall remain the same.

Signed this 26<sup>th</sup> day of July, 2011 at North Bend, WA

Landlord: Bassett/Sonju J/V

By   
Donald S. Bateman, Property Manager

Tenants: BENTON COUNTY

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Chairman  
Benton County Commissioners

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

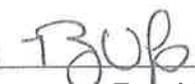
Approved as to Form:   
Benton County  
Prosecuting Attorney's Office

FRANKLIN COUNTY

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Chairman  
Franklin County Commissioners

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

Approved as to Form:   
Franklin County  
Prosecuting Attorney's Office

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>9/13/2011</u>	Execute Contract	_____	Consent Agenda	<u>  X  </u>
Subject:	<u>Transfer of</u>	Pass Resolution	<u>  X  </u>	Public Hearing	_____
	<u>Funds</u>	Pass Ordinance	_____	1st Discussion	_____
Prepared by:	Linda Ivey	Pass Motion	_____	2nd Discussion	_____
Reviewed by:	Ed Thornbrugh	Other	_____	Other	_____

**BACKGROUND INFORMATION**

The Department of Human Services will be receiving the Housing & Essential Needs Grant from the Department of Commerce in the amount of \$1,700,000 over the next biennium.

Implementation of the Grant is scheduled to begin in November of 2011 with expenses able to be charged to the grant beginning October of 2011.

The Department of Human Services would like to transfer funds from the Mental Health Contracts Department (564) to the Housing Department (551).

The Housing Department is a new department for Human Services. The Department of Human Services has worked with Pat Powell in the Benton County Auditor's Office to obtain the appropriate BARS number.

The formal grant awards documentation is expected for Commissioner's approval in September.

**SUMMARY**

Transfer funds within the Department of Human Services Fund 0108101, from Department 564 Mental Health Contracts to Department 551 Housing. Approving the line item transfer also approves the creation of the new Housing Department (551)

**RECOMMENDATION**

Pass the Resolution and Attachment A –

**FISCAL IMPACT**

There is no impact on the Current Expense Budget.  
The funding will come from within the Benton Franklin Human Services Fund 0108101.

**MOTION**

Move that appropriated funds shall be transferred as outlined in Attachment A.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

GILES

# BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Mental Health Contracts  
 Dept Nbr: 564  
 Fund Name: Department of Human Services

Dept Name: Housing  
 Dept Nbr: 551 (new)  
 Fund Nbr: 0108-101

TRANSFER FROM: 564

TRANSFER TO: 551

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
564.400	4155	Contract Services	\$1,325,000	551.210	3101	Office Supplies	\$10,000
				551.210	3131	Essential Needs	75,000
				551.210	4313	Tickets - Public Carrier	25,000
				551.210	4155	Contract Services	640,000
				551.210	4161	Direct Services	25,000
				551.210	4509	Rentals	450,000
				551.210	4701	Utilities	100,000
<b>TOTAL</b>			<b>\$1,325,000</b>	<b>TOTAL</b>			<b>\$1,325,000</b>

**Explanation:**  
 Appropriating funds with the Department of Human Services Fund 0108101 from the Mental Health Contract Services Department (564) to the Housing Department (551). Housing Dept 551 will be a new Department for Human Services. Human Services will receive a grant from the Department of Commerce for \$1,700,000 over the next biennium. The Line item transfer creates the Housing Fund and appropriates line items associated with the Housing and Essential Needs Grant.

Prepared by: Linda Ivey  
 Approved  Denied

Date: 25-Aug-2011  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Chairman  
 Member  
 Member

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION</b>	
<b>MEETING DATE:</b> B/C 09-13-11 F/C 09-21-11	<b>NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Truancy Contract for Pasco School District for 2011 2012 School Year	Executive Contract <u>xx</u>	PUBLIC HEARING <u>—</u>
<b>Prepared By:</b> Donna A. Lee	Pass Resolution <u>xx</u>	1ST DISCUSSION <u>—</u>
<b>Reviewed By:</b> Sharon Paradis	Pass Ordinance <u>—</u>	2ND DISCUSSION <u>—</u>
	Pass Motion <u>—</u>	OTHER <u>—</u>
	Other <u>—</u>	

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school, the Pasco School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2011, through July 31, 2012.

**SUMMARY**

Pasco has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up truancy petition requirements.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Pasco School District.

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Pasco School District.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PASCO SCHOOL DISTRICT, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Pasco School District and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2011 and terminating on July 31, 2012, for a maximum total amount payable by the District to the Counties not to exceed Thirty-Nine Thousand Three Hundred Dollars (\$39,300.00), **NOW, THEREFORE**

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

**DATED** this 13<sup>th</sup> day of September 2011.

**DATED** this 21<sup>st</sup> day of September 2011.

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

**ATTEST:**

**ATTEST:**

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

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

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Pasco School District, with its principal offices at 1215 W Lewis, Pasco, WA, 99301, (hereinafter referred to as "District").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2011, through July 31, 2012, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b> 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 09-13-11 F/C 09-21-11		
SUBJECT: Truancy Contract for Kennewick School District for 2011 2012 School Year		
Prepared By: Donna A Lee		
Reviewed By: Sharon Paradis		

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2011, through June 30, 2012), the Kennewick School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2011, through July 31, 2012. For a total compensation of Thirty-Two Thousand Five Hundred Seventy-Eight Dollars (\$32,578.00)

**SUMMARY**

Kennewick has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Kennewick School District.

**FISCAL IMPACT**

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Kennewick School District.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND KENNEWICK SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Kennewick School District and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2011 and terminating on July 31, 2012, for a maximum total amount payable by the District to the Counties not to exceed Thirty-Two Thousand Five Hundred Seventy-Eight Dollars (\$32,578.00), NOW, THEREFORE

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

DATED this 13<sup>th</sup> day of September 2011.

DATED this 21<sup>nd</sup> day of September 2011.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

ATTEST:

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

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

JUDGES

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

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

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2011, through July 31, 2012, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 752 hours at \$14.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

AGENDA ITEM: <u>Consent</u>	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: <u>B/C 9-13-11</u>	Executive Contract	CONSENT AGENDA <u>xx</u>
SUBJECT: <u>Approving Payment for Grant Expenditures</u>	Pass Resolution <u>XX</u>	PUBLIC HEARING <u>---</u>
Prepared By: <u>Jennifer Bowe</u>	Pass Ordinance <u>---</u>	1ST DISCUSSION <u>---</u>
Reviewed By: <u>Sharon Paradis</u>	Pass Motion <u>---</u>	2ND DISCUSSION <u>---</u>
	Other <u>---</u>	OTHER <u>---</u>

**BACKGROUND INFORMATION**

On May 2, 2011 the Benton County Board of Commissioner's office modified the Benton County Business Travel and Expense Policy which impacted the ability to expend grant dollars as contractually intended. The intent and scope of the Models for Change and JDAI Grants are to encourage community engagement and participation in the work under the grants. Contracts with both funding authorities were ultimately approved by the County in 2010 and 2011 approving such expenditure. Food and snacks is clearly supported by the grant funding authority to encourage community leaders participation at times that will accommodate busy schedules.

**SUMMARY**

It was not the intent of the Benton County Business Travel and Expense Policy to impede the work that the Juvenile Court is doing with the community under the grants. Therefore, a revised Benton County Business Travel and Expense Policy was approved August 30, 2011 authorizing meal reimbursements specific to a grant or contract previously approved by the Board. Unfortunately, the new travel policy that was signed by the Board on August 30, 2011 did not retroactively cover grant expenditures between May 2, 2011 and August 20, 2011.

**RECOMMENDATION**

I recommend that the Board of Commissioners of Benton County approve payment in the amount of \$681.82 (Including WSST) to the following vendors specific to grant expenditures.

**Country Gentleman:**

- 5/18/11 - \$243.58
- 6/18/11 - \$154.12
- 7/26/11 - \$154.12

**Aramark:**

- 5/25/11 - \$70.40

**B/F Juvenile Petty Cash:**

- 6/7/11 - \$59.60

**FISCAL IMPACT**

Costs related to these expenditures are included in the approved Juvenile Department #174 "Grants" budget. There is no impact to Juvenile Operations, Dept. 171.

**MOTION**

I move that the Board of Commissioners of Benton County sign the Resolution authorizing payment in the amount of \$681.82 (Including WSST) to the following vendors: Country Gentleman - \$551.82, Aramark - \$70.40 and B/F Juvenile Petty Cash - \$59.60.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF AUTHORIZING PAYMENT FOR GRANT EXPENDITURES FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, on May 2, 2011 the Benton County Board of Commissioner's office modified the Benton County Business Travel and Expense Policy (Res. # 11 289) which impacted the ability to expend grant dollars as contractually intended. The intent and scope of the Models for Change and JDAI Grants are to encourage community engagement and participation in the work under the grants. Contracts with both funding authorities were ultimately approved by the County in 2010 and 2011 approving such expenditure. Food and snacks is clearly supported by the grant funding authority to encourage community leaders participation at times that will accommodate busy schedules

WHEREAS, it was not the intent of the Benton County Business Travel and Expense Policy to impede the work that the Juvenile Court is doing with the community under the grants. Therefore, a revised Benton County Business Travel and Expense Policy was approved August 30, 2011 (Res. #11 561) authorizing meal reimbursements specific to a grant or contract previously approved by the Board. Unfortunately, the new travel policy that was signed by the Board on August 30, 2011 did not retroactively cover grant expenditures between May 2, 2011 and August 20, 2011.

WHEREAS, costs related to these expenditures are included in the approved Juvenile Department #174 "Grants" budget.

**BE IT HEREBY RESOLVED** that the Board of Benton County Commissioners hereby approves payment to the following vendors in the amount of \$681.82 (Country Gentleman in the amount of \$243.58 (including WSST), Aramark in the amount of \$70.40 (Including WSST) and B/F Juvenile Petty Cash in the amount of \$59.60 (including WSST)).

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Sept. 13, 2011	Execute Contract	Consent Agenda <u>X</u>
Subject: <u>Line Item</u>	Pass Resolution <u>X</u>	Public Hearing
	Pass Ordinance	1st Discussion
Prepared by: <u>Melina Wenner</u>	Pass Motion	2nd Discussion
	Other	Other

**BACKGROUND INFORMATION**

Please see attached Exhibit A.

**SUMMARY**

Same as above

**RECOMMENDATION**

Pass resolution.

**FISCAL IMPACT**

None

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor, K. Mercer



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 9/13/11 <b>Subject:</b> Penser Contract <b>Prepared by:</b> <u>M. Wenner</u>	<b>Execute Contract</b> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**BACKGROUND INFORMATION**

Benton County unemployment claims costs have increased by fifty percent over the last four years. Penser NorthAmerica, Inc. provides loss control services to help reduce unemployment claims costs resulting in a significant costs savings to Benton County. Therefore, the Benton County Personnel/Risk Manager recommends entering into a contract with Penser NorthAmerica, which could potentially lower the unemployment claims costs to Benton County by 60%, saving the county over \$65,000 a year.

**SUMMARY**

Same as above.

**RECOMMENDATION**

Recommend the resolution be signed and the Personal Service Contract with Penser NorthAmerica, Inc.

**FISCAL IMPACT**

\$805 per month not to exceed \$9,660 annually to be paid out of the Insurance Management Fund

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING PENSER NORTHAMERICA, INC. A PERSONAL SERVICE CONTRACT FOR UNEMPLOYMENT CLAIMS MANAGEMENT SERVICES

**WHEREAS**, per resolution 11-405, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, Benton County unemployment claims costs have increased by fifty percent over the last four years; and

**WHEREAS**, Penser NorthAmerica, Inc will provide loss control services to Benton County in order to help reduce unemployment claims costs resulting in a significant costs savings to Benton County; and

**WHEREAS**, the Personnel/Risk Manager recommends entering into a contract from October 1, 2011 through September 30, 2014; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel/Risk Manager's recommendation and hereby awards the personal service contract to Penser NorthAmerica, Inc. in an amount of \$805 per month not to exceed \$9660 annually; and

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

**BE IT FURTHER RESOLVED**, the term of the attached contract commences October 1, 2011 and expires on September 30, 2014.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Penser North America, Inc., a Washington corporation, with their principal offices at 1818 Terminal Drive, Richland, WA. 99354 and Corporate Offices at 700 Sleater-Kinney Road SE, Ste. B, #170, Lacey, WA 98503, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Penser NorthAmerica, Inc. Unemployment Claims Management Program, attached as Exhibit A.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin October 1, 2011, and shall expire on September 30, 2014. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. Unemployment Claims Management Program. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: SETTING A PUBLIC HEARING FOR CE 1953 VAC PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY LOCATED IN SECTIONS 27, & 34, TOWNSHIP 8 NORTH, RANGE 30 EAST, WM;

WHEREAS, a request was received from Kennewick Irrigation District to vacate and abandon a portion of unimproved County Right of Way; said request being a strip of unimproved right of way lying 30 feet each side of the common section lines of the following section subdivisions:

East Half of the Southeast Quarter of the Northwest Quarter; and the East Half of the Northeast Quarter of the Southwest Quarter both in Section 27;

AND, the Southwest Quarter; and the Southeast Quarter, both in Section 27;

AND, the Southeast Quarter of the Southeast Quarter in Section 27; and the Northeast Quarter of the Northeast Quarter in Section 34;

AND 3 triangles deeded for radius purposes at the intersections of all the unimproved rights of way called out in Section 27;

EXCEPT, existing maintained county roads in both Section 27 and Section 34; NOW, THEREFORE

BE IT RESOLVED that a Public Hearing be held at 9:05 a.m., Tuesday, October 11, 2011 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, or also via web cam at the Benton County Justice Center, Commissioners Meeting Room, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336 to consider the proposed plan for adoption.

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

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

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

\_\_\_\_\_  
Member

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

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

By: Steve W. Becken:lss



<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	9/13/11	Execute Contract	<input checked="" type="checkbox"/>
Subject:	Custom Welding Contract	Pass Resolution	<input checked="" type="checkbox"/>
Prepared by:	<u>D Pettey</u>	Pass Ordinance	<input type="checkbox"/>
Reviewed by:	<u>Keith Mercer / Ryan Lukson</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

Inmates that are assigned or desire access to the top bunks at the Jail are required to climb/hoist themselves up and down. This has led to multiple injuries requiring medical attention that usually the county ends up paying. In some cases, the injured inmate has sued the County. The installation of ladders will lead to a reduction in inmate injury claims as well as improve health and safety in the Jail facility.

In addition, the classifying of inmates with physical restrictions can be a daunting task because jail bunk beds do not have ladders, which limits the number of beds available.

## SUMMARY

The Building Maintenance Supervisor requested proposals from the following contractors:

- Apollo Sheet Metal, Inc., Kennewick, WA – APOLLSM187MK - \$60,640.00 not including WSST
- Custom Welding & Ornamental Design, LLC, Kennewick, WA – CUSTOMWO951BC - \$26,230.26 including WSST
- SMK Tri-Cities, Inc., Pasco, WA – SMKTRT1951LO - \$32,500.00 not including WSST

## RECOMMENDATION

The Benton County Building Maintenance Supervisor reviewed the proposals and recommends awarding said services to Custom Welding & Ornamental Design, LLC, Kennewick, WA as the lowest responsive contractor for a proposal amount of \$26,230.26 including WSST.

## FISCAL IMPACT

The jail ladders will cost approximately \$26,230.26. Contract amount not to exceed is \$30,000.00. All funding will come from the Jail Depreciation Fund.

## MOTION

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACTING WITH CUSTOM WELDING & ORNAMENTAL IRON, LLC FOR THE INSTALLATION OF BUNK LADDERS LOCATED AT THE BENTON COUNTY JAIL, KENNEWICK, WA

WHEREAS, per resolution 11-402, any public works services or materials involving less than \$40,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, the Sheriff's Office has seen an increase in inmates who are injuring themselves while climbing to the top bunk of the bunk beds located at the Benton County Jail; and

WHEREAS, the Sheriff's Office is also concerned about the difficulties in classifying inmates with physical restrictions who are unable to be housed in the top bunk of a bunk bed within the Benton County Jail; and

WHEREAS, the Building Maintenance Supervisor has researched various ladder options that will allow inmates safe access to the top bunks; and

WHEREAS, this project is currently listed as a project in the Draft 2011-2016 Benton County Capital Improvement Plan; and

WHEREAS, the Benton County Facilities Department and the Sheriff's Office recommend moving forward with the project; and

WHEREAS, the following proposals were solicited:

- Apollo Sheet Metal, Inc., Kennewick, WA – APOLLSM187MK - \$60,640.00 not including WSST
- Custom Welding & Ornamental Design, LLC, Kennewick, WA – CUSTOMWO951BC - \$26,230.26 including WSST
- SMK Tri-Cities, Inc., Pasco, WA – SMKTRT1951LO - \$32,500.00 not including WSST

WHEREAS, the Benton County Building Maintenance Supervisor reviewed the proposals and recommends awarding said services to Custom Welding & Ornamental Design, LLC, Kennewick, WA as the lowest responsive contractor for a proposal amount of \$26,230.26 including WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agree to move forward with this project and award the installation of bunk ladders located at the Benton County Jail to Custom Welding & Ornamental Design, LLC, Kennewick, WA for a total contract amount not to exceed \$30,000.00 plus WSST; and

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

**BE IT FURTHER RESOLVED** the term of the attached contract commences on September 13, 2011 and shall expire on December 31, 2012.

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

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

\_\_\_\_\_  
Member

Attest.....  
Clerk of the Board

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Custom Welding & Ornamental Iron, LLC with its principal offices at 118 N Gum St., Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents

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

**2. DURATION OF CONTRACT**

The term of this Contract shall begin September 13, 2011 and shall expire on December 31, 2012. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR agrees to fabricate, assemble, and install bunk ladders for the Benton County Jail located in Kennewick, WA in accordance with the CONTRACTORS proposed quote attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>9/13/11</u>	Execute Contract	_____
Subject:	Purchase of latex exam gloves and paper towel rolls for Sheriff's Office	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
		Other	_____
Prepared by:	<u>D. Pettey</u>	Consent Agenda	<u>  x  </u>
Reviewed by:	<u>Keith Mercer</u>	Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

**SUMMARY**

The Sheriff's Office is running low on latex exam gloves and paper towel rolls and needs to purchase more for their day-to-day jail operations. Quotes were received from Crown Paper, Airgas Safety, and Columbia Basin Paper. Crown Paper provided the lowest quote (see attached quote and spreadsheet).

**RECOMMENDATION**

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

**FISCAL IMPACT**

The total payable to Crown Paper & Janitorial Supply, Inc., from September 13, 2011 through November 30, 2011 shall not exceed \$10,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

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

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of powder-free latex exam gloves, paper towel rolls, and other miscellaneous items from Crown Paper & Janitorial Supply, Inc., Walla Walla, WA from September 13, 2011 through November 30, 2011 with the total amount payable not to exceed \$10,000.00 including WSST.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>9/13/11</u>	Execute Contract	_____
Subject:	Purchase of food-service gloves and soufflé cups for Sheriff's Office	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
		Other	_____
Prepared by:	<u>D. Pettey</u>	Consent Agenda	<u>  x  </u>
Reviewed by:	<u>Keith Mercer</u>	Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

**SUMMARY**

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

**RECOMMENDATION**

The Jail Captain has reviewed the quotes for completeness and recommends purchasing food-service gloves, soufflé cups and other miscellaneous items from Columbia Basin Paper & Supply, Pasco, WA.

**FISCAL IMPACT**

The total payable to Columbia Basin Paper & Supply, from September 13, 2011 through October 31, 2011 shall not exceed \$10,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

WHEREAS, the Benton County Sheriff's Office solicited the following companies from the Benton County Vendors list to provide a quote for food-service gloves and soufflé cups; and

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

WHEREAS, Columbia Basin Paper & Supply has the lowest price for food-service gloves and soufflé cups; and

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

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of food-service gloves, soufflé cups and other miscellaneous items from Columbia Basin Paper & Supply, Pasco, WA from September 13, 2011 through October 31, 2011 with the total amount payable not to exceed \$10,000.00 including WSST.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>9/13/11</u>	Execute Contract	_____
Subject:	<u>Purchase of tri-fold paper towels for Sheriff's Office</u>	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared by:	<u>D. Pettey</u>	Other	_____
Reviewed by:	<u>Keith Mercer</u>		
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

**SUMMARY**

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

**RECOMMENDATION**

The Jail Captain has reviewed the quotes for completeness and recommends purchasing tri-fold paper towels from Airgas Safety, Inc, Whittier, CA.

**FISCAL IMPACT**

The total payable to Airgas Safety, Inc., from September 13, 2011 through November 1, 2011 shall not exceed \$10,000 including WSST.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TRI-FOLD PAPER TOWELS AND OTHER MISCELLANEOUS ITEMS FROM AIRGAS SAFETY, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, the Benton County Sheriff's Office solicited the following companies from the Benton County Vendors list to provide a quote tri-fold paper towels; and

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

WHEREAS, Airgas Safety, Inc. has the lowest price for tri-fold paper towels; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing tri-fold paper towels and other miscellaneous items from Airgas Safety, Inc., Whittier, CA; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of tri-fold paper towels and other miscellaneous items from Airgas Safety, Inc., Whittier, CA from September 13, 2011 through November 1, 2011 with the total amount payable not to exceed \$10,000.00 including WSST.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>9/13/11</u>	Execute Contract	_____
Subject:	<u>REET</u>	Pass Resolution	<u>X</u>
Prepared by:	<u>Nick Kooiker</u>	Pass Ordinance	_____
Reviewed by:	<u>Keith Mercer</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u>X</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The Benton County Treasurer's Office is requesting the transfer of funds within the REET Technology Fund (0129-101). The request for this transfer is required in order to pay all of costs related to the SQL Conversion and eConvey module per resolution 11-547 approved by the Board of Benton County Commissioners on 8/23/11.

**SUMMARY**

This line item transfer is needed in order to move forward with the conversion to a SQL server and Manatron's eConvey REET module approved by resolution 11-547 on 8/23/11.

**RECOMMENDATION**

It is recommended that the board pass the resolution and approve the line item transfer.

**FISCAL IMPACT**

None, all costs will be paid out of the REET Tech Fund (0129-101).

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN REET  
TECHNOLOGY FUND NUMBER 0129-101.

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 \_\_\_\_\_, 20\_\_ \_\_.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

Prepared by Nick Kooiker, Treasurer's Office

CC: Auditor's Office, Treasurer's Office

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name:  Dept Nbr:

Fund Name:  Fund Nbr:

TRANSFER FROM: \_\_\_\_\_ TRANSFER TO: \_\_\_\_\_

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.220	3101	Office Supplies	\$41,500	514.220	9402	Computer Purchases-Software	\$92,500
514.220	4103	Professional Services	\$57,000	514.220	9101	Data Processing Administration	\$6,000
<b>TOTAL</b>			<b>\$98,500</b>	<b>TOTAL</b>			<b>\$98,500</b>

**Explanation:**

The Benton County Board of Commissioners approved resolution 11-547 on 8/23/11 approving a contract with Manatron Inc. for the conversion to a SQL server and also the implementation to a electronic REET processing system (eConvey). This line item transfer appropriates funding as approved by resolution 11-547.

Prepared by:  Date:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<b>AGENDA ITEM</b>	<b>TYPE OF ACTION NEEDED</b>	
<b>Meeting Date:</b> <u>9/13/2011</u>	<b>Execute Contract</b> _____	<b>Consent Agenda</b> _____
<b>Subject:</b> <u>Surplus Property</u>	<b>Pass Resolution</b> _____ <u>X</u>	<b>Public Hearing</b> _____ <u>X</u>
<b>Prepared by:</b> <u>LMS/Mercer</u>	<b>Pass Ordinance</b> _____	<b>1st Discussion</b> _____
<b>Reviewed by:</b> <u>L. Smith Kelty</u>	<b>Pass Motion</b> _____	<b>2nd Discussion</b> _____
	<b>Other</b> _____	<b>Other</b> _____

## BACKGROUND

On August 16, 2011, the Board of Commissioners authorized parcel no. 1-2680-400-0009-001 to be surplus property and to be sold through private negotiations (Resolution 11-521). However, it was later discovered through talks with Ryan Brown that before the Commissioners can authorize the sale of any property, a public hearing must be held per Resolution 07-752. Therefore, a public hearing is being held on September 13, 2011 on the disposition of parcel no. 1-2680-400-0009-001 (approx. 3.37 acres assessed at \$38,755) and the proposed land exchange with the Port of Kennewick (approx. 8.32 acres assessed at \$95,680) and Resolution 11-521 is being rescinded.

## SUMMARY

**To:** L. Bowman; Jim Beaver; S. Small; D. Sparks; L. Smith Kelty

**CC:**

**From:** Steve Becken / Malcolm Bowie

**Date:** 8/16/2011

**Re:** Surplus Property – Parcel 1-2680-400-0009-001

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Below is a summary report on the parcel 1-2680-400-0009-001.

1. Assessed Value: \$38,755 (2012)
2. Fair Market Value Appraisal: No Fair Market Value Obtained
3. Parcel Size: 3.37 Acres
4. Area: SR 397 / RR Crossing
5. Date Acquired: 8/14/2006
6. Price Paid by County: \$22,200
7. Legal: Section 26; Township 8; Range 30; Quarter SE; That part of the North Half of the North Half of the Southeast Quarter of the Southeast Quarter of Section 26, Township 8 North, Range 30 East, W.M., Benton County, Washington, lying east of the Burlington Northern Railroad right-of-way. EXCEPT the East 40.00 feet for road. ALSO EXCEPT the following described portion of Benton County Tax Parcel No. 1-2680-400-0009-000 lying Westerly of Piert Road situated in said North Half of the North Half of the Southeast Quarter of the Southeast Quarter of Section 26, said portion

being described as follows: Commencing at a found Brass Cap monumenting the Southeast Corner of said Section 26 (from which a found Brass Cap monumenting the East Quarter Corner of said Section 26 bears North 01°11'59" West 2,663.37 feet); thence along the Easterly line of said Section 26 North 01°11'59" West 1,001.51 feet; thence leaving said Easterly line South 88°48'01" West 40.00 feet to the Westerly right-of-way of said Piert Road, said point being 147.94 feet right of Station I 566+66.72 being also 47.10 feet left of Station SB 15+35.84 of Benton County I-82/SR397 Intertie Project Right-of-Way Plans - Phase 3, Finley Road to SR 397 (Chemical Drive) (on file in the office of the Benton County Engineer), said point also being the REAL POINT OF BEGINNING; thence South 89°49'36" West 325.33 feet to a point 125.00 feet left of Station 1564+94.68; thence North 34°27'21" East 66.49 feet to a point 125.00 feet left of Station I 565+61.17; thence Northerly 308.46 feet along the arc of a circular curve concave to the Northwest, said curve having a radius of 1,075.00 feet, a central angle of 16°26'23" and a long chord that bears North 26°14'07" East 307.40 feet to a point 125.00 feet left of Station I 569+05.50; thence in a non-tangent direction North 89°49'38" East 144.91 feet to a point on the Westerly right-of-way of said Piert Road, said point being 13.52 feet right of Station I 569+50.00; thence along said Westerly right-of-way South 01°11'59" East 330.08 feet to said REAL POINT OF BEGINNING. The lands herein described contain an area of 3.37 acres, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Public Works Department, Benton County, Washington. QCD, AF #2006-026573 (8/14/06). Liens or Interests of Record: N/A

8. Zoning: Unclassified and designation is heavy industrial
9. Marketing Plan: Benton County Public Works Manager would like to surplus this property and then exchange the property with the Port of Kennewick as part of the needed Right Of Way (ROW) for the Piert Road project. Benton County's property is landlocked and adjacent with Port of Kennewick property.
10. Proposed Amount: Exchange of property – Benton County's property is assessed at \$38,755 and portions of Port of Kennewick property total up to \$95,680.

### **SALE METHODS – FEE SIMPLE PROPERTY**

If the board authorizes the sale of any county fee simple property, it shall direct that the property be sold by one of the following methods:

1. **Public Auction.** County fee simple property may be sold at public auction to the highest and best bidder. The auction shall be conducted by or through the county treasurer or such other person as the board or treasurer may designate. The treasurer may contract with another government agency or official, or with a private party, to conduct the auction. Advance written notice of the sale shall be provided by publication, posting, and/or such other means as the treasurer or his or her designate deems appropriate. The board shall set a minimum bid.
2. **Sealed Bids.** County fee simple property may be sold by sealed bids to the highest and best bidder. The sale shall be conducted by the county treasurer or such other person as the treasurer may designate. Advance written notice of the sale shall be provided by publication, posting, and/or such other means as the treasurer or his or her designate deems appropriate. The board shall set a minimum bid.
3. **Private Negotiation.** County fee simple property may be sold to governmental agencies or private parties by private negotiation upon such terms and conditions as may be mutually

**agreed upon.**

4. Other Methods. County fee simple property may be sold through other methods that the board determines are in the best interest of the county in having the property sold in a timely manner for its fair-market value, and in receiving full payment at or before the time of sale.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER DECLARING COUNTY FEE SIMPLE PROPERTY PARCEL NO. 1-2680-400-0009-001 (APPROX. 3.37 ACRES) SURPLUS PROPERTY AND AUTHORIZE THE SALE METHOD OF THE FEE PROPERTY TO BE THROUGH PRIVATE NEGOTIATIONS AND RESCINDING RESOLUTION 11-521**

**WHEREAS**, on August 16, 2011, the Board of Commissioners authorized parcel no. 1-2680-400-0009-001 to be surplus property and to be sold through private negotiations (Resolution 11-521); and

**WHEREAS**, a public hearing needed to be held before any surplus property can be authorized to be sold; and

**WHEREAS**, on September 13, 2011, a public hearing was held on the disposition of parcel no. 1-2680-400-0009-001 (approx. 3.37 acres assessed at \$38,755) and the proposed land exchange with the Port of Kennewick (approx. 8.32 acres assessed at \$95,680); and

**WHEREAS**, after considering the publics' input, the Benton County Public Works Manager recommends the Board of County Commissioners surplus this property in order to exchange said property for portions of property parcels with the Port of Kennewick for needed right of way for Piert Road;  
**NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendations and hereby declares parcel no. 1-2680-400-0009-001 surplus and may be sold through private negotiation and or any other sale method consistent with the Benton County Real Property Management Policy; and

**BE IT FURTHER RESOLVED**, Resolution 11-521 is hereby rescinded.

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

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

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

\_\_\_\_\_  
Member

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

Attest: .....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	Sept. 13, 2011	Execute Contract	_____	Consent Agenda _____
Subject:	Public Urination Ordinance	Pass Resolution	_____ X _____	Public Hearing _____ X _____
Prepared by:	Ryan Lukson	Pass Ordinance	_____ X _____	1st Discussion _____
Reviewed by:		Pass Motion	_____	2nd Discussion _____
		Other	_____	Exec Session _____

### **BACKGROUND INFORMATION**

An ordinance relating to public places; making it unlawful to urinate in a public place; adding a new chapter to Title 6 of the Benton County Code.

### **SUMMARY**

Except as provided herein, it shall be unlawful for any person to urinate in a public place other than when using a toilet, urinal, or commode located in a rest room, bathroom, or other similar structure enclosed from public view.

### **RECOMMENDATION**

Approve and sign the Resolution and Ordinance.

### **MOTION**

Move to approve and sign the Resolution and Ordinance relating to public urination.

## NOTICE OF OPEN HEARING

NOTICE OF HEARING BEFORE The Benton County Board of County Commissioners in the matter of the addition of a new chapter to Title 6 of the Benton County Code regarding a civil infraction for public urination.

NOTICE IS HEREBY GIVEN that a hearing will be conducted on Tuesday, September 13, 2011 at 9:05 a.m. at the Commissioners' Board Room, Benton County Courthouse, Prosser, WA, at which time any person may appear and be heard either for or against the proposed ordinance.

THE SUMMARY of the proposed ordinance follows. Copies of the full text will be mailed upon request at no cost to the public. Further information regarding this matter and copies of the proposed ordinance are available from the Benton County Commissioners' Office, PO Box 190, Prosser, WA 99350. Telephone: Prosser (509) 786-5600; Tri-Cities (509) 736-3080.

BASED ON THE TESTIMONY presented at the public hearing, the Benton County Board of Commissioners may or may not approve or disapprove of the proposed ordinance. All concerned persons may appear and present any support or objections to the proposed amendments.

Benton County welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Commissioners' Office at the above phone number to make arrangements for special needs.

Dated this 24<sup>th</sup> day of August, 2011.

ANDY MILLER, Prosecutor  
BENTON COUNTY PROSECUTOR'S OFFICE

RYAN LUKSON, Deputy Prosecutor  
BENTON COUNTY PROSECUTOR'S OFFICE

PUBLISH ON: August 25, 2011

**SUMMARY OF THE ADDITION OF A PUBLIC URINATION ORDINANCE  
TO THE BENTON COUNTY CODE**

SECTION 1 Adding a new chapter to the Benton County Code for a public urination ordinance.

SECTION 2 DEFINITIONS. A listing of definitions that apply to this particular ordinance.

SECTION 3 URINATING IN A PUBLIC PLACE. It shall be unlawful for any person to urinate in a public place other than when using a toilet, urinal, or commode located in a restroom, bathroom, or other similar structure enclosed from public view.

SECTION 4 EXCEPTIONS. Provides a list of conduct for which there shall not be a violation of this ordinance.

SECTION 5 VIOLATIONS – PENALTIES. A violation of any provision of this ordinance shall be a civil infraction not to exceed a one hundred (100) dollar fine.

SECTION 6 SEVERABILITY. Severability clause.

SECTION 7 EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to public places; making it unlawful to urinate in a public place; adding a new chapter to Title 6 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. There is hereby added a new chapter to Title 6 of the Benton County Code which shall include the sections which follow.

SECTION 2. DEFINITIONS. (a) As used in this ordinance, unless the context indicates otherwise, the following words or phrases shall have the following meanings:

(1) "Public place" is defined as an area generally visible to public view. This includes but is not limited to: streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings or dwellings open to the general public as well as their doorways, entrances or the grounds enclosing them;

(2) All other words and phrases used in this ordinance will have their commonly accepted meaning.

SECTION 3. URINATING IN A PUBLIC PLACE. Except as provided herein, it shall be unlawful for any person to urinate in a public place other than when using a toilet, urinal, or commode located in a restroom, bathroom, or other similar structure enclosed from public view.

SECTION 4. EXCEPTIONS. (a) It shall not be a violation of this ordinance if:

(1) the person is five (5) years of age or younger;

(2) the person is unable to adequately control their bodily functions due to a verified medical condition;

(3) the person's conduct amounts to indecent exposure under RCW 9A.88.010;

(4) no reasonable alternative existed for the person with respect to the location of the urination.

SECTION 5. VIOLATIONS - PENALTIES. The violation of any provision of this ordinance shall be a civil infraction punishable by a civil penalty not to exceed a one hundred (100) dollar fine.

SECTION 6. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

Ordinance No. \_\_\_\_\_  
Continued  
Page 2

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

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

Approved as to Form:

Constituting the Board of  
County Commissioners of  
Benton County, Washington



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

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

<p><b><u>AGENDA ITEM</u></b>  <b>MTG. DATE:</b> September 13, 2011  <b>SUBJECT:</b> Private Road Naming - File No. PR 11-01  <b>MEMO DATE:</b> September 1, 2011  <b>Prepared By:</b> Donna Hutchinson  <b>Reviewed By:</b> Mike Shuttleworth</p>	<p><b><u>TYPE OF ACTION NEEDED</u></b>  Execute Contract  Pass Resolution           <b>X</b>  Pass Ordinance  Pass Motion               <b>X</b>  Other</p>	<p>Consent Agenda  Public Hearing  1st Discussion  2nd Discussion  Public Mtg.               <b>X</b></p>
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**BACKGROUND INFORMATION**

On August 22, 2011, James Parker submitted the attached request to rename Ferry PR NW a private access easement located off of Hansen Road. Notices were sent to all affected agencies and as of this date, those agencies that have responded either had no comments or were in favor of the road name change. A majority of the owners in the lots within the short plats affected by the access easement have signed the petition. Attached are the Public Works Dept. and SECOMM comments on the proposed name change.

**SUMMARY**

A road name change request has been submitted to change a private access easement to Island View, Heron Island, or Sandy Beach PR NW. A public meeting has been scheduled for September 13, 2011 at 9:05 a.m. to discuss and review the road name petition.

**RECOMMENDATION**

Based on the comments from SECOMM, Department of Public Works and the applicant, it is the recommendation of the Planning Department that the Board approve the road name change request to Island View PR NW.

**FISCAL IMPACT**

None

**MOTION**

If at the conclusion of the public meeting the Board agrees with the staff recommendation they will need to make the following motion: The Board of County Commissioners adopts the change of road name from Ferry PR NW to Island View PR NW with the condition that Mr. Parker has thirty (30) days to pay the required sign fee for the construction and placement of the private road sign(s) to the Benton County Public Works Dept. If the fee is not paid within thirty (30) days, the approval by the Board of County Commissioners will be declared null and void.