

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 27, 2011 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ September 20, 2011

Review Agenda

Consent Agenda

Commissioners

- a. Approval of Final Capital Improvement Plan – 2011- 2016
- b. Appreciation Letters for 9/11 Memorial
- c. Canvassing Board Appointment

Facilities

- d. Contract Amendment w/Cascade Fire Protection Co.
- e. Authorization to Release Retainage Funds to G2 Commercial Construction, Inc.

Human Services

- f. Contract w/DSHS, Division of Behavioral Health and Recovery

Personnel

- g. Trainer Contract w/S Perry

Planning

- h. Certificate of Appreciation

Prosecuting Attorney

- i. Amendment to Collective Bargaining Agreement w/Teamsters Local 839 (Roads)

Sheriff

- j. Personal Services Contract w/Mel's Inter-City Collision for Auto Body Repair

9:05 AM

Public Hearing

Short Plat Vacation – SPV 11-03 - Shuttleworth

Scheduled Business:

Discussion of Architectural Firm Recommendation – L Small

Executive Session – Potential Litigation – R Brown

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, September 20, 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; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; DPA Ryan Brown; District Court Administrator Jacki Lahtinen; Jackie Hill, Clerk's Office; Clark Posey, Planning; Rosie Sparks, Auditor; Dean Docken, Facilities; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Steve Becken, Public Works Manager; Central Services Manager Randy Reid; Lisa Small, Commissioners' Office.

Approval of Minutes

The Minutes of September 13, 2011 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "x". Commissioner Small seconded and upon vote, the Board approved the following:

Central Services

- a. Authorization to Proceed With Transitional Upgrade of the County Telephony Systems
- b. Authorization to Purchase Annual Maintenance for Fujitsu Scanners

Clerk

- c. Authorization to Purchase File Folders

Commissioners

- d. Payment Authorization for Wireless Canopy Installation @ Fairgrounds

Fairgrounds

- e. Lease Agreement w/Gary Kendall for Annual Angus Auction

Human Services

- f. Transfer of Real Property to Greater Columbia Behavioral Health
- g. Grant Agreement w/Domestic Violence Services

- h. Line Item Transfer, Fund No. 0108-101, Dept. 504
- i. Line Item Transfer, Fund No. 0108-101, Dept. 504
- j. Line Item Transfer, Fund No. 0108-101, Dept. 560

Juvenile

- k. Contract Amendment w/DSHS Through Juvenile Accountability Block Grant
- l. Agreement w/DSHS for Evidence Based Expansion

Office of Public Defense

- m. Line Item Transfer, Fund No. 0000-101, Dept. 136
- n. Terminating District Court Indigent Defense Agreement w/C Harkins
- o. District Court Indigent Defense Agreement w/C Harkins
- p. Compensation Authorization for J Celski for Indigent Defense Services

Parks

- q. Line Item Transfer, Fund No. 0110-102, Dept. 000

Planning

- r. Short Plat Vacation – SPV 11-02

Public Works

- s. Line Item Transfer, Fund No. 0101-101, Dept. 500
- t. Amending Interlocal Cooperative Agreement w/Kennewick Irrigation District
- u. Amending Interlocal Cooperative Agreement w/Columbia Irrigation District

Sheriff

- v. Purchase Authorization for Camera from EyeOn Manufacturing, LLC
- w. Line Item Transfer, Fund No. 0000-101, Dept. 121
- x. Salary Request Statement

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

Benton City Economic Development Council

Randy Rutledge, Benton City EDC gave an update and briefly discussed the following:

- I-82 Study completed by DNR; discussed options and potential purchases; provided the Board with a copy
- New construction - 9600 sq. ft. commercial building being built
- Offer on Port property coming next week
- Plaza behind Post Office is expanding
- Old theatre being converted into event center
- Business classes being offered by Council of Governments
- Housing market is moving

Boundary Review Board – BRB 11-05

Clark Posey said Benton County received an annexation request by the City of Richland revising the earlier request (the Board requested a boundary review). He said this was for the Board to review the proposed annexation and determine whether the previous concerns were satisfied or whether they wanted to file a request for review with the Boundary Review Board for another public hearing.

The Planning Department recommended the Board take no action and not file a request with the Boundary Review Board. Chairman Bowman said it appeared to meet the criteria and he saw no reason to oppose it.

MOTION: Commissioner Small moved to accept the Planning Dept. recommendation and take no further action on File BRB 11-05. Commissioner Beaver seconded.

Discussion

Commissioner Beaver said they did what was asked and no further action was needed. Chairman Bowman said he did not see that Benton County had any choice. Upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:36 a.m.

Capital Improvement Plan (CIP) Review

Keith Mercer and Lisa Small presented the newly revised CIP for review and requested direction to put together a final version for approval at the next Board meeting. Mr. Mercer said the goal of this project was to make it a working document to be used during the budget process and put in projects that could be completed within the next biennium. However, the departments still had to follow policies and procedures in place to get final approval.

Mr. Sparks added that the budget was a two-year budget and the CIP was a six-year document, however, this provided information to rating companies that Benton County was planning ahead and had sound financial planning practices.

The Board briefly reviewed the CIP and specifically discussed the following projects:

District Court Jury Room Remodel

Commissioner Small said this project had been discussed before and he wanted to complete it sooner than later. Commissioner Beaver said it was important to discuss the project with the Clerk's Office since it would affect her office space as well.

Computer Asset Management System (Email)

Mr. Sparks said a committee was reviewing this project to see if the County should implement what everyone was currently using or to try and get ahead of the game and use a different format.

Video Conferencing

Commissioner Small said he was in favor of moving ahead (internally and externally) for video conferencing and discussed the possibility of a smaller version and later into the full upgrade.

OPTO22/Master Control Operator Station

Commissioner Small said he was skeptical at first about these projects but upon review and research he was now in favor. Chairman Bowman said he didn't understand the request for the new operator station. He said some departments could not afford to send employees to training and now someone wanted to get special treatment.

Mr. Sparks said that Master Control was different due to 12-hour shifts, the need for 24-hour monitoring, different size people, and the potential for L & I claims. He said the County was already spending money on ergonomic equipment for clerical employees so that was already going on. Commissioner Beaver said there was an analysis done and it appeared to be part of an insurance policy for the County.

Travis Road

Commissioner Small said the County needed to look seriously at this project as it provided access for millions of dollars of farm to market product. Additionally, the County had already spent up to \$400,000 to keep the road patched. Commissioner Beaver concurred.

The Board approved the Capital Improvement Plan to go forward to the next agenda.

Commissioner Assignment Update

Energy Communities Alliance Conference

Commissioner Beaver reported on his attendance at the ECA Peer Exchange in Washington D.C. and said the conference was paid for by ECA.

Yakima River Basin Integrated Water Resource Management Plan

Commissioner Beaver reported on his attendance at this meeting and the draft document plan.

Horse Heaven Irrigation Project Meeting

Commissioner Small said Duane Unland invited him to attend the upcoming meeting and that he asked Adam Fyall to join him. He asked the Commissioners if they had any words of wisdom

before he attended the meeting. Chairman Bowman said he wanted to know who would be championing this project and what it was going to accomplish. Mr. Sparks said he thought the Board sent a letter to Mr. Unland on this subject.

Letter from Energy Northwest

Chairman Bowman asked the Board if it wanted to take an official position on re-licensing of Energy Northwest. The Board agreed and requested Mr. Fyall to draft a letter.

WSAC Request

Chairman Bowman said that WSAC had asked for examples of budget reductions at the local level and requested a letter go to the departments asking what sort of cuts had been made in each department.

Resolutions

- 11-588: Authorization to Proceed With Transitional Upgrade of the County Telephony Systems
- 11-589: Authorization to Purchase Annual Maintenance for Fujitsu Scanners
- 11-590: Authorization to Purchase File Folders
- 11-591: Payment Authorization for Wireless Canopy Installation @ Fairgrounds
- 11-592: Lease Agreement w/Gary Kendall for Annual Angus Auction
- 11-593: Transfer of Real Property to Greater Columbia Behavioral Health
- 11-594: Grant Agreement w/Domestic Violence Services
- 11-595: Line Item Transfer, Fund No. 0108-101, Dept. 504
- 11-596: Line Item Transfer, Fund No. 0108-101, Dept. 504
- 11-597: Line Item Transfer, Fund No. 0108-101, Dept. 560
- 11-598: Contract Amendment w/DSHS Through Juvenile Accountability Block Grant
- 11-599: Agreement w/DSHS for Evidence Based Expansion
- 11-600: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 11-601: Terminating District Court Indigent Defense Agreement w/C Harkins
- 11-602: District Court Indigent Defense Agreement w/C Harkins
- 11-603: Compensation Authorization for J Celski for Indigent Defense Services
- 11-604: Line Item Transfer, Fund No. 0110-102, Dept. 000
- 11-605: Approval of Short Plat Vacation – SPV 11-02
- 11-606: Line Item Transfer, Fund No. 0101-101, Dept. 500
- 11-607: Amending Interlocal Cooperative Agreement w/Kennewick Irrigation District
- 11-608: Amending Interlocal Cooperative Agreement w/Columbia Irrigation District
- 11-609: Purchase Authorization for Camera from EyeOn Manufacturing, LLC
- 11-610: Line Item Transfer, Fund No. 0000-101, Dept. 12

There being no further business before the Board, the meeting adjourned at approximately 10:40 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 9/27/2011	Execute Contract _____	Consent Agenda _____
Subject: CIP	Pass Resolution _____	_____ X _____
Prepared by: L. Small	Pass Ordinance _____	Public Hearing _____
Reviewed by: K. Mercer	Pass Motion _____	1st Discussion _____
	Other _____	2nd Discussion _____
		Other _____

BACKGROUND INFORMATION

As per direction from the Board of Benton County Commissioners, attached is the final copy of the 2011-2016 Capital Improvement Plan to be placed on the Consent Agenda for final adoption.

RECOMMENDATION

Approve and adopt the attached 2011-2016 Capital Facility Plan

MOTION

Move to adopt the 2011-2016 Capital Improvement Plan.

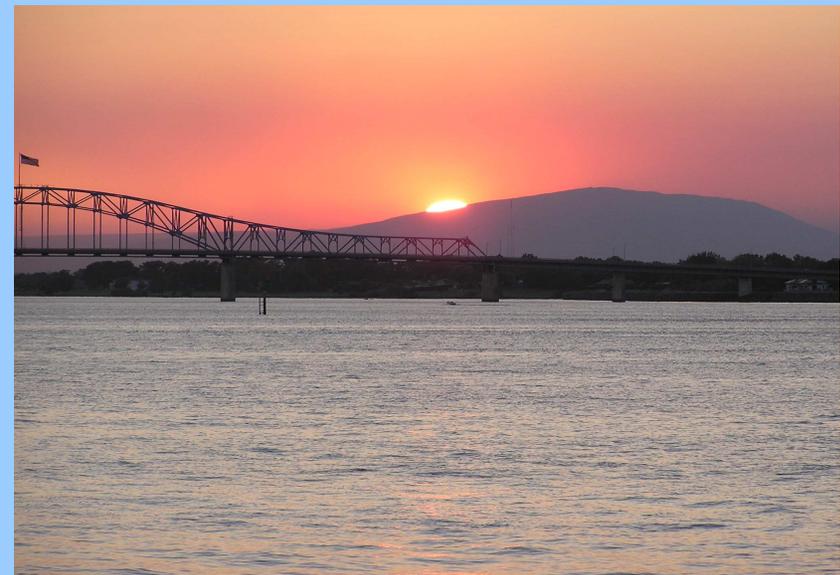
Benton County,

For a full copy of Capital Improvement Plan, please contact the Commissioners' Office at 509 786-5600 or 509 736-3080



Washington

Capital Improvement Plan 2011-2016





**CAPITAL IMPROVEMENT PLAN
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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE 2011 - 2016 BENTON COUNTY CAPITAL IMPROVEMENT PLAN

WHEREAS, the Board of Benton County Commissioners desires to update the Benton County Capital Improvement Plan in conjunction with the biennial Benton County Budget; and

WHEREAS, in past years, this document has been titled the Capital Facility Plan and this year the title was changed to Capital Improvement Plan, as additional departments were incorporated into the plan; and

WHEREAS, the Capital Improvement Plan is a planning document to be used in setting policy and establishing priorities for capital projects; and

WHEREAS, the 2011-2016 Capital Improvement Plan shall be adopted as part of the County's budget process and will be amended into the Capital Facilities Element of the Benton County Comprehensive Plan as allowed under RCW 36.70A.130(2)(a)iii; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby adopts the attached 2011-2016 Benton County Capital Improvement Plan.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 27 Sep 2011 Subject: 9/11 letters Memo Date: 14 Sep 2011 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion X None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

At its September 13th regular meeting, the Board of Commissioners requested that two letters be drafted, acknowledging the creation of the new 9/11 memorial at the Southridge Sports Complex in Kennewick and thanking the major players that brought the project together – the City of Kennewick and Lampson International. The draft letters are attached.

###

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



27 September 2011

Kennewick City Council
City Hall
210 West Sixth Avenue
Kennewick, Washington 99336

Dear Mayor Young, Council Members, City Manager Mosley, and Staff,

It is with great appreciation that we would like to acknowledge and thank the City of Kennewick for its efforts in creating the new 9/11 memorial site at the Southridge Sports Complex.

The tremendous crowd that attended the emplacement of the Twin Towers artifact and accompanying memorial service on September 11th is a testament to the importance of this project and its meaning to the community.

We realize there was a great deal of intricate planning and logistics that needed to come together for this project to happen – particularly on relatively short notice. A special thank you goes to Paul Parrish, the Chair of the 9/11 Memorial Monument Committee, who marshaled donations and gratis work from within the community, and led the effort to obtain the artifact from the Port Authority of New York and New Jersey. The memorial, and all of the work that led to it, is an inspiring accomplishment for our community.

With Gratitude,

BOARD OF COUNTY COMMISSIONERS

Leo Bowman, Chairman

Jim Beaver

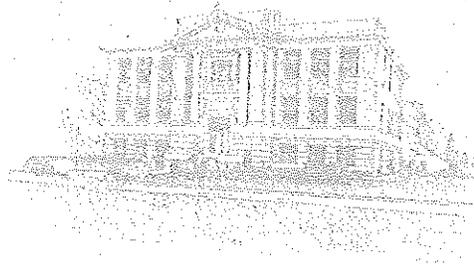
Shon Small

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Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



27 September 2011

Bill Lampson, President
Lampson International
607 East Columbia Drive
Kennewick, Washington 99336

Dear Mr. Lampson,

It is with great appreciation that we would like to acknowledge and thank Lampson International for its role in making the new 9/11 memorial site at the Southridge Sports Complex in Kennewick a reality. We are aware that Lampson stored the Twin Towers artifact, transported it to the Southridge site, and lifted it into place. The tremendous crowd that attended the emplacement of the artifact and accompanying memorial service on September 11th is a testament to the importance of this project and its meaning to the community.

Thank you again for this effort, and for all of the ongoing contributions to the community by Lampson International.

With Gratitude,

BOARD OF COUNTY COMMISSIONERS

Leo Bowman, Chairman

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



CANVASSING BOARD APPOINTMENT

I, Leo Bowman, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the General Election to be held on November 8, 2011. I will serve for the timeframe October 19 through November 29, 2011.

DATED this _____ day of September, 2011.

Leo Bowman, Chair
Board of County Commissioners

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 9/27/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Contract Amendment	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 11-529 dated August 23, 2011 the Board of Commissioners entered into a blanket contract with Cascade Fire Protection Co. for “as needed” broken fire sprinkler head repair services a contract amount not to exceed \$8,000 per each year the contract is in place and a contract termination date of December 31, 2012.

Benton County Facilities Supervisor had spent several months negotiating a contract with a Contractor that provides sprinkler testing and inspection, backflow testing and inspection, and fire alarm testing and inspection, and in the end, the Contractor decided they did not want to enter into contract with Benton County due to the contract requirements.

Cascade Fire Protection is also a qualified contractor who provides fire sprinkler testing and inspection and backflow testing and inspection services.

The attached First Contract Amendment is necessary to include fire sprinkler testing and inspection located at the Justice Center, Health District Bldg, and Fairgrounds as well as including backflow testing and inspection for (51) backflows at various Benton County locations.

The attached amendment also increased the “as needed” amount from \$8,000 to \$10,000 per each year this contract is in service for total contract amount not to exceed \$15,795 plus WSST.

RECOMMENDATION

Approve the attached Resolution and First Contract Amendment increasing the over all contract amount not to exceed \$15,795 plus WSST per each year the contract is in place, which includes “as needed” services in the amount of \$10,000 plus WSST; fire sprinkler testing and inspection services in the amount of \$2,990.00 plus WSST; and backflow testing and inspection for (51) backflows in the amount of \$2,805.00 plus WSST.

MOTION

Move to approve the first contract amendment between Benton County and Cascade Fire Protection Co. amending the contract to include fire sprinkler testing and inspection; backflow testing of (51) backflows at various Benton County locations and increasing the “as needed” services amount to \$10,000 for an overall contract amount not to exceed \$15,795 plus WSST per each year this contract is in place.

RESOLUTION

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

**IN THE MATTER OF THE FIRST CONTRACT AMENDMENT FOR THE "AS NEEDED" BLANKET
CONTRACT BETWEEN BENTON COUNTY AND CASCADE FIRE PROTECTION CO.**

WHEREAS, per resolution 11-529 dated August 23, 2011 the Board of Benton County Commissioners entered into an "as needed" blanket contract with Cascade Fire Protection Co. for fire sprinkler head replacement and repair, with a contract amount not to exceed \$8,000 including WSST per each year the contract is in place; with a termination date of December 31, 2012; and

WHEREAS, this first contract amendment is necessary to include annual sprinkler testing and inspection services located at the Benton County Justice Center, Benton County Health District Bldg & Benton County Fairgrounds for an amount not to exceed \$2,990.00 plus WSST per each year this contract is in place; and include backflow testing and inspections services for a total of (51) backflows throughout all Benton County locations for an amount not to exceed \$2,805.00 plus WSST per each year this contract is in place; and

WHEREAS, this first contract amendment also increases the "as needed" service amount to \$10,000 plus WSST per each year this contract is in place to cover any "as needed" services the Contractor is qualified to perform, increasing the overall contract amount not to exceed fifteen thousand seven hundred ninety five dollars and zero cents (\$15,795.00) plus WSST per each year this contract is in place; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the attached First Contract Amendment between Benton County and Cascade Fire Protection Co., adding annual fire sprinkler testing and inspection and backflow testing and inspection to the current "as needed" blanket contract increasing the contract to an amount not to exceed \$15,795.00 plus WSST; and

BE IT FURTHER RESOLVED the term of the contract shall expire on December 31, 2012; and

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

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

FIRST SERVICE CONTRACT AMENDMENT

THIS FIRST CONTRACT AMENDMENT made and entered into this 12 day of September 2011 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **CASCADE FIRE PROTECTION CO.** a corporation organized under the laws of the State of Washington, with its principal address at 5104 West Brinkley Road, Kennewick, WA 99338 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated August 23, 2011 (the "CONTRACT") to provide "as needed" broken fire sprinkler head repair services for all Benton County locations, to include the Benton County Fairgrounds, Benton County Jail, and Benton County Health District for a contract not to exceed \$8,000 including WSST per each year the contract is in place and a termination date of December 31, 2012; and

Whereas, this first contract amendment is necessary to increase the contract amount for additional services such as annual sprinkler testing and inspection services and backflow testing and inspection services as outlined in Exhibit B and any other unanticipated services that the CONTRACTOR is qualified to perform; and

The parties agree that all provisions of their Contact remain in effect except Sections "1. Contract Documents", "3. Services Provided" and "5. Compensation" shall be amended with the following:

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

Exhibit B – Proposal for Annual Sprinkler Testing & Inspection and Backflow Testing and Inspection.

3. **SERVICES PROVIDED** the first sentence in this section shall be amended by replacing it in its entirety with the following language:

The CONTRACTOR agrees to provide "as needed" broken fire sprinkler head repair services for all Benton County locations, and any other unanticipated services that the CONTRACTOR is qualified to perform. The CONTRACTOR also agrees to provide annual sprinkler testing and inspection located at the Benton County Justice Center, Benton County Health District Bldg., & Benton County Fairgrounds and backflow testing and inspection for a total of fifty-one (51) backflows throughout all Benton County locations in accordance with Exhibit B.

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

The CONTRACTOR shall be paid for "as needed" broken fire sprinkler head repair services and any other unanticipated services the CONTRACTOR is

qualified to perform at the rate of \$87.00 per hour straight time (7:00am-3:30pm); \$117.00/hr (3:30pm-7:00am M-F & Saturday); and \$127.00/hr (Sundays & Holidays) with an amount not to exceed ten thousand dollars and zero cents (\$10,000.00) plus WSST per each year this contract is in place. The CONTRACTOR shall also be paid for annual sprinkler testing and inspection services in accordance with the proposal rates outlined in Exhibit B for an amount not to exceed two thousand nine hundred ninety dollars and zero cents (\$2,990.00) plus WSST per each year this contract is in place; and backflow testing and inspection for (51) backflows for all Benton County locations in accordance with Exhibit B for an amount not to exceed two thousand eight hundred five dollars and zero cents (\$2,805.00) plus WSST per each year this contract is in place. Overall contract amount payable to the CONTRACTOR for said services shall not exceed fifteen thousand seven hundred ninety five dollars and zero cents (\$15,795.00) plus WSST per each year this contract is in place. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY **Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative.** At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

- This section intentionally left blank -

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

BENTON COUNTY

CASCADE FIRE PROTECTION, CO.

Leo M. Bowman, Chairman

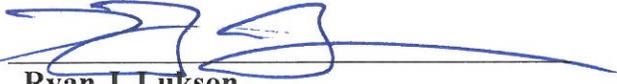


Robert Willms, Service Manager

Date: _____

Date: 9/12/11

Approved as to Form:



Ryan J. Lukson
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 9/27/2011	Execute Contract _____	Consent Agenda _____
Subject: Retainage Release	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Board of Commissioners entered into a construction contract with G2 Commercial Construction, Inc. (G2) as the General Contractor for the construction of the Benton County Animal Control Facility.

The Contractor had the option to have the County retain their retainage funds in an interest-bearing escrow account for the duration of the project.

Per Resolution 11-130 dated February 28, 2011 the Board of Commissioners accepted the Animal Control Facility as being substantially complete.

All necessary releases from the Department of Revenue, Department of Employment, and Department of Labor & Industries have been received.

Benton County has been holding retainage for some extra time due to the fact that there were some mechanical issues going on at the facility. The subcontractor and general contractor has been working on getting these issue resolved.

At this point, all areas of concern have been addressed and the Facilities Supervisor recommends releasing the retainage to G2 Commercial Construction, Inc.

RECOMMENDATION

The recommendation is to have the Board of Commissioners authorize the release of all retainage funds and any interest that is being held in the Escrow Account No. 14011148 to G2 Commercial Construction, Inc.

MOTION

The Board of Benton County Commissioners hereby moves to authorize Community First Bank, Kennewick, WA to release all retained funds from Escrow Account No. 14011148 to G2 Commercial Construction Inc., Kennewick, WA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS
AUTHORIZING THE RELEASE OF RETAINED FUNDS HELD IN ESCROW
ACCOUNT NO. 14011148 TO G2 COMMERCIAL CONSTRUCTION, INC.**

WHEREAS, by Resolution 10-345 the Board of Benton County Commissioners authorized the placement of retainage funds into an interest-bearing escrow account as per the request of G2 Commercial Construction, Inc. in regards to the construction project of the Benton County Animal Control Facility; and

WHEREAS, the contract has been completed and all required closing documents have been received; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes Community First Bank, Kennewick, WA to release all retained funds of Escrow Account No. 14011148 to G2 Commercial Construction, Inc., 201 N. Edison Street Ste 227, Kennewick, WA 99336.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract <u> X </u>	Consent Agenda <u> X </u>
Subject: DSHS Agreement #1163-27290	Pass Resolution <u> X </u>	Public Hearing <u> </u>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion <u> </u>	2nd Discussion <u> </u>
	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery would like to contract with Benton and Franklin Counties Department of Human Services to provide chemical dependency prevention, treatment and support services.

The contracting process was initiated when DSHS provided a copy of the agreement for legal review on July 21, 2011 resulting in the delay of execution.

SUMMARY

Award: Maximum program agreement amount \$3,998,110.00

Period: July 1, 2011 through June 30, 2013

Funding Source: Division of Behavioral Health and Recovery

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Department of Social and Health Services Division of Behavioral Health and Recovery. **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 DSHS Agreement #1163-27290 with Department of Social and Health Services Division of Behavioral Health and Recovery, 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 EXECUTING DSHS AGREEMENT #1163-27290 TO PROVIDE PREVENTION AND SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery would like to contract with Benton and Franklin Counties Department of Human Services to provide chemical dependency prevention, treatment and support services; and

WHEREAS, the contracting process was initiated when DSHS provided a copy of the agreement for legal review on July 21, 2011 resulting in the delay of execution; **NOW THEREFORE**,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, DSHS Agreement #1163-27290 with Department of Health and Social Services Division of Behavioral Health and Recovery for a total agreement amount of \$3,998,110.00, and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on July 1, 2011 and expires on June 30, 2013.

Dated this.....day of, 2011

Dated this.....day of, 2011

Chairman of Board

Chairman of Board

Member

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Member

Constituting the Board of County
Commissioners of Franklin County, Washington

Attest: _____

Clerk of the Board

Attest: _____

Clerk of the Board



County Chemical Dependency Prevention and Treatment Services

DSHS Agreement Number

1163-27290

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Aging and Disability Services Administration

Division of Behavioral Health and Recovery

1122

1611CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Tiffany Villines
Administrator

Post Office Box 45330

Olympia, WA 98504-5330

DSHS CONTACT TELEPHONE
(360) 725-3726 Ext:

DSHS CONTACT FAX
(360) 586-0341

DSHS CONTACT E-MAIL
tiffany.villines@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County

Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336-

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Joel Chavez

COUNTY CONTACT TELEPHONE
(509) 783-5284 Ext:

COUNTY CONTACT FAX
(509) 783-5981

COUNTY CONTACT E-MAIL
joelc@gov.wa.co.benton-franklin.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

Yes

93.959

PROGRAM AGREEMENT START DATE
7/1/2011

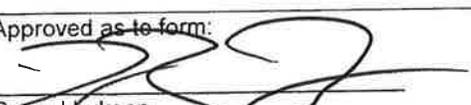
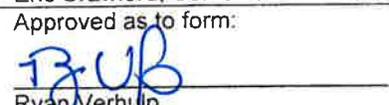
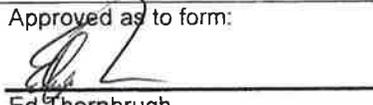
PROGRAM AGREEMENT END DATE
6/30/2013

MAXIMUM PROGRAM AGREEMENT AMOUNT
\$3,998,110.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Data Security: Exhibits (specify): **Exhibit A, Awards and Revenues (A&R); Exhibit B, Service Rate Plan (SRP)**
- No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

Franklin County Commissioner Chair	Printed Name and Title Robert Koch, Chair Franklin County Commissioners	Date Signed
Benton County Commissioner Chair	Printed Name and Title Leo Bowman, Chair Benton County Commissioners	Date Signed
DSHS Signature	Printed Name and Title Eric Crawford, Senior Contracts Manager	Date Signed
Approved as to form: 	Approved as to form: 	Approved as to form: 
Ryan J. Lukson Benton County Prosecuting Attorney's Office	Ryan Verhulst Franklin County Prosecuting Attorney's Office	Ed Thornbrugh Administrator, Human Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/27/11 Subject: Trainer Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

See attached Benton County Guest Trainer Contract between Sarah Perry and Benton County. Ms. Perry will conduct four presentations for Benton County on September 22 and 23, 2011 and October 11 and 12, 2011.

SUMMARY

Same as above.

RECOMMENDATION

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

FISCAL IMPACT

Not to exceed \$6,500 to be paid from the Insurance Management Fund

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE TRAINER CONTRACT BETWEEN BENTON COUNTY AND SARAH PERRY FOR TRAINING SERVICES.

WHEREAS, the Personnel Resources Department offers various training to Benton County employees; and

WHEREAS, Sarah Perry possesses the distinct skills/experience that the Personnel Resources is looking for; and

WHEREAS, the Personnel/Risk Manager and Sarah Perry mutually agreed upon a total of four presentations for the following dates: One session on September 22, 2011, one session on September 23, 2011, one session on October 11, 2011, and one session on October 12, 2011; and

WHEREAS, the Personnel/Risk Manager recommends approving the attached trainer contract;
NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached trainer contract between Benton County and Sarah Perry in the amount of \$1,000 for each training type, plus \$205 per hour for class instruction not to exceed \$6,500; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the attached trainer contract; and

BE IT FURTHER RESOLVED the four presentations shall be held on the following dates: September 22 and 23, 2011 and October 11 and 12, 2011 but in any case will be completed within twelve months from September 22, 2011.

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

BENTON COUNTY TRAINER CONTRACT

Benton County ("COUNTY"), by and through the Benton County Personnel Resources Department, and Sarah Perry ("TRAINER"), agree that the TRAINER will furnish services for the COUNTY. It is understood and agreed that the TRAINER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services that TRAINER understands and believes the services are being performed upon the following terms and conditions:

TITLES OF PRESENTATIONS: *Calling in Sick: How to Approach Attendance Issues*
Social Media in the Workplace

FEE FOR COURSE DEVELOPMENT: \$1000.00 PER COURSE
HOURLY RATE FOR CLASS INSTRUCTION: \$205.00 PER HOUR
MAXIMUM NOT TO EXCEED: \$6500

DATE(S) OF PRESENTATION: *Calling in Sick: How to Approach Attendance Issues (September 22 and 23, 2011)*
Social Media in the Workplace (October 11 and 12, 2011)

DURATION OF CONTRACT: From September 22, 2011, but in any case not to exceed one year from date of execution.

INDEPENDENT CONTRACTOR: The parties agree that TRAINER is an independent contractor, and not an employee nor agent of Benton County. TRAINER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that TRAINER is an employee or agent of Benton County.

LIABILITY COVERAGE: The TRAINER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the TRAINER pursuant to this contract.

TERMINATION OF CONTRACT: The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

DATE: _____, 20____

TRAINER

APPROVED FOR BENTON COUNTY

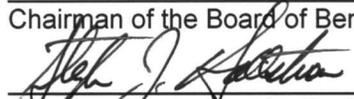
Trainer's Signature

Department Head

Print Name

Chairman of the Board of Benton County Commissioners

Mailing Address



(Approved as to form by the Benton County
Prosecuting Attorney's Office)

City, State & Zip (Print)

Day Phone

Home Phone

Guest Speaker Contract

<p>AGENDA ITEM MEETING DATE: September 27, 2011 SUBJECT Board of Adjustment Member Resignation Glenn Bestebreuer MEMO DATE: September 20, 2011 Prepared By: Carel Hiatt Reviewed By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION</u> <u>NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other X</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

The Benton County Board of Adjustment/Shorelines Hearing Board had a vacancy in 2000 due to the resignation of an existing Board member for Commissioner District No. 2. The Planning Department advertised and Glenn Bestebreuer responded and was appointed by the Board of County Commissioners on October 16, 2000 to full fill the vacancy, which expired on December 31, 2000. Mr. Bestebreuer consented and was approved by the Board of County Commissioners.

Mr. Bestebreuer on June 1, 2011 submitted a letter of resignation from the Benton County Board of Adjustment/Shorelines Hearing Board to the Benton County Planning Department to become effective immediately. The Benton County Planning Department has attached a "Certificate of Appreciation" to be signed by the Board of County Commissioners recognizing Mr. Bestebreuer's ten years of voluntary service on the Board of Adjustment/Shorelines Hearing Board.

The Benton County Planning Department on July 7, 2011 sent notification to area newspapers, Tri-Cities Business News, various Chambers and posted notification on the Benton County website advertising a vacancy on the Board of Adjustment/Shorelines Hearing Board. To date the Benton County Planning Department has not received any applications.

SUMMARY

Mr. Bestebreuer informed the Benton County Planning Department on June 1, 2011 that he would be resigning from the Benton County Board of Adjustment/Shorelines Hearing Board effective immediately.

RECOMMENDATION

The Benton County Planning Department recommends that the Board of County Commissioners sign the attached "Certificate of Recognition" recognizing Mr. Bestebreuer's ten years of service on the Benton County Board of Adjustment/Shorelines Hearing Board.

FISCAL IMPACT

None

MOTION

A motion will need to be made for the Board of County Commissioners to sign the "Certificate of Recognition" acknowledging Glenn Bestebreuer's volunteer service on the Benton County Board of Adjustment/Shorelines Hearing Board.

Certificate of **Appreciation**

We hereby express

our sincere appreciation to
GLENN BESTEBREUR

**in recognition for extraordinary
commitment and exceptional performance
during his 10 years of service
on the Board of Adjustment and Shorelines Hearing Board**



Chairman, Board of County Commissioners

Member, Board of County Commissioners

Member, Board of County Commissioners

Planning Manager

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	September 27, 2011	Execute Contract	<input checked="" type="checkbox"/>	i. Amendment to Collective Bargaining Agreement w/Teamsters Local 839 (Roads)
Subject:	Amendment 2 to Roads CBA	Pass Resolution	<input type="checkbox"/>	Public Hearing <input type="checkbox"/>
Prepared by:	Stephen Hallstrom	Pass Ordinance	<input type="checkbox"/>	1st Discussion <input type="checkbox"/>
Reviewed by:		Pass Motion	<input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
		Other	<input type="checkbox"/>	Other <input type="checkbox"/>

BACKGROUND INFORMATION

Before the Board for approval and signature is a Resolution and Amendment II to the 2010-2012 Collective Bargaining Agreement with Teamsters Local 839 representing Road Department Employees, to amend Section 22.2, Teamsters Pension. The employees have elected to divert by way of wage reduction to the Western Conference of Teamsters Pension Trust; and divert a portion of the County insurance contribution to the Trust.

SUMMARY

Approve and sign the Resolution and Amendment II to the 2110-2012 Roads CBA.

MOTION

Move to approve and sign Amendment II to the 2010-2012 Roads Collective Bargaining Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF THE 2010-2012 COLLECTIVE BARGAINING AGREEMENT
BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING THE
ROAD DEPARTMENT

WHEREAS, an Agreement has been reached between Benton County and
Teamsters Local 839 to allow employees to divert by way of wage
reduction and a portion of the County insurance contribution and
have included that agreement in Amendment II to the 2010-2012
Collective Bargaining Agreement; and

WHEREAS, Benton County Board of Commissioners has previously
discussed and approved the significant terms of Amendment II, **NOW
THEREFORE**,

BE IT RESOLVED, that the Benton County Board of Commissioners
approves amending Section 22.2 Teamsters Pension to the 2010-2012
Collective Bargaining Agreement as negotiated and is authorized to
sign the same.

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

Originals: Commr's; PA, Union
Copies: Public Works; David Sparks; Personnel; Payroll

AMENDMENT II
to
2010 – 2012 AGREEMENT
Between
BENTON COUNTY
and
TEAMSTERS LOCAL NO. 839,
WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION
Representing **ROAD DEPARTMENT EMPLOYEES**

WHEREAS, the 2010-2012 Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012,

WHEREAS, Benton County and Teamsters Local 839 hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012, and as amended on January 3, 2011, as follows:

1. Section 22.2 is hereby amended to read as follows:

Teamsters Pension:

- A. Employees have elected to divert by way of wage reduction the following amounts (~~(listed in Section 22.2.A.1)~~) to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours, and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and pension diverted. ~~((4-))~~ Effective with hours compensated in August 2010, ((the first payroll cycle following full execution of this Agreement,)) the diversion shall be Fifty-Two Cents (\$.52) per compensable hour for each member of the bargaining unit for which compensation is paid, up to a maximum of 2080 hours per calendar year.
- B. ~~((Benefited-e))~~ Employees have elected to divert a portion of the County insurance contribution to the Trust (see section 26.2.A.2). Effective with hours compensated in August 2010, ((the first payroll cycle following full execution of this Agreement,)) the diversion shall be Forty-Eight Cents (\$.48) per compensable hour, up to a maximum of 2080 hours per calendar year (pro-rated for a partial calendar year). The diversion/payment is for each member of the bargaining unit for which compensation is paid; is applicable to all compensable hours including overtime hours; and is computed monthly. The overtime rate of pay does not include this diversion/pension payment.
- C. The Employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, as stated above (\$.52 + \$.48 = \$1.00), but otherwise ((and except for non-benefited employees as provided in Section 22.2B,)) there is no

Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that the Employer make any other contributions.

2. No other language in the CBA is amended or intended to be changed or modified.
3. Except as otherwise stipulated above, this Amendment is effective as of October 1, 2011.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY PUBLIC WORKS

Steve Becken, Public Works Director

Date: _____

**BOARD OF BENTON COUNTY
COMMISSIONERS**

Chair

Member

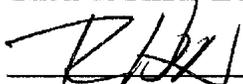
Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

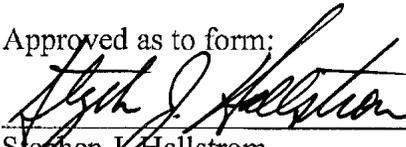
TEAMSTERS LOCAL NO. 839



Robert C. Hawks,
Secretary/Treasurer

Date: 9/20/2011

Approved as to form:



Stephen J. Hallstrom
Deputy Prosecuting Attorney

Date: _____

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	9-20-2011	Execute Contract	<input checked="" type="checkbox"/>
Subject:	Mel's Inter-City Towing	Pass Resolution	<input checked="" type="checkbox"/>
Prepared by:	D Pettey	Pass Ordinance	<input type="checkbox"/>
Reviewed by:	Keith Mercer / Ryan Lukson	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

On August 8, 2011, the Sheriff's Office had bodywork performed on one of their fleet vehicles. After checking with three companies in the area (Mel's Inter-City Collision, Mathew's Auto Body, and Jack's Superior Auto), it was found that Mel's Inter-City Collision had the lowest price for the services needed. However, no contract was in place with Mel's at the time.

The Benton County Sheriff's Office had a contract with Mel's Inter-City Collision for as-needed automobile body repair for the Benton County Sheriff's Office fleet motor vehicles for 2009 via Resolution 09-033. No contract was in place for 2010 or 2011.

SUMMARY

The Sheriff's Office has an outstanding invoice from Mel's for the work performed on August 8, 2011. The attached contract will allow payment of this invoice. In addition, the Sheriff's Office would like the ability in the future, to compare automobile body repair for their office fleet motor vehicles with three local companies to ensure the lowest price.

RECOMMENDATION

The Sheriff's Office recommends entering into another contract from August 1, 2011 through December 31, 2012.

FISCAL IMPACT

The amount not to exceed for the attached contract is \$40,000.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING MEL'S INTER-CITY COLLISION A PERSONAL SERVICE CONTRACT FOR AS NEEDED AUTOMOBILE BODY REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE FLEET MOTOR VEHICLES

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, the Benton County Sheriff's Office had a contract with Mel's Inter-City Collision for as-needed automobile body repair for the Benton County Sheriff's Office fleet motor vehicles for 2009 via Resolution 09-033; and

WHEREAS, the Benton County Sheriff's Office recently attained 3 quotes for automobile body repair services and Mel's Inter-City Collision had the lowest price; and

WHEREAS, at the time of the service (August 8, 2011), the Benton County Sheriff's Office did not have an active contract with Mel's Inter-City Collision; and

WHEREAS, the Sheriff's Office recommends entering into a contract in order to pay the outstanding invoice from August and to utilize Mel's Inter-City Collision's services in the future; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Mel's Inter-City Collision in an amount not to exceed \$40,000.00; 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 August 1, 2011 and expires on December 31, 2012.

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 Mel's Inter-City Collision, with his principal offices at 520 W. Deschutes Ave., 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 (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin August 1, 2011 and shall expire on December 31, 2012. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified within a reasonable time under industry standards.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. "As needed" automobile body repair for the Benton County Sheriff's Office fleet motor vehicles.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

<p>AGENDA ITEM: SPV 11-03 MTG. DATE: Sept. 27, 2011 MEMO. DATE: Sept 19, 2011 SUBJECT: Short Plat Vacation -SPV 11-03, John Longsdorff Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

On April 4, 1979, Short Plat 731 was recorded, which created 4 Lots. Short Plat 731 included a 5-foot irrigation easement over the north 5 feet of the south 15 feet of lot 4. John and Kelly Longsdorff, owners of Lot 4 Short Plat 731, has submitted an application requesting that the portion of the 5-foot irrigation easement over the north 5 feet of the south 15 feet, be vacated off of the face of the Short Plat.

Owners of property within 300 feet of the outer perimeter of Short Plat 731 have been notified, including all lots within short plat 731. All concerned agencies such as the Kennewick Irrigation District, the Benton-Franklin Health Department, Benton County Engineer, Benton County Fire Marshal and any utility companies have been notified of this proposal. The Kennewick Irrigation District has commented that this parcel is classified as non-irrigable and that they approve the vacation of the easement. No adverse comments have been received relating the vacation of the 5-foot irrigation easement.

SUMMARY

Benton County Planning Department has received a request for the vacation of the portion of the 5-foot irrigation easement located in the north 5 feet of the south 15 feet of Lot 4 in Short Plat 731. Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 11-03 was published on September 15, 2011, and the public hearing is scheduled for September 27, 2011, in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends approval of the proposed vacation of the portion of the 5-foot irrigation easement located in the north 5 feet of the south 15 feet of Lot 4 of Short Plat 731.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approve the vacation of the portion of the 5-foot irrigation easement located in the north 5 feet of the south 15 feet of Lot 4 of Short Plat 731, in the Northwest Quarter of Section 20, Township 9 North, Range 28 East.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/27/2011	Execute Contract _____	Consent Agenda Public Hearing _____ 1st Discussion _____ X 2nd Discussion _____ Other _____
Subject: Architect Recommendation	Pass Resolution _____	
Prepared by: L. Small	Pass Ordinance _____	
Reviewed by: LSK	Pass Motion _____	
	Other _____	

BACKGROUND INFORMATION

Benton County Commissioners Personnel sent out a Request for Qualification (RFQ) for Architectural and Engineering Services for the purpose of contracting with an Architect firm for routine projects that may come up in the near future.

There were a total of 16 architectural firms that responded to the RFQ and out of those 16 firms, we narrowed the list down to five (5) firms to continue into the interview phase.

The interview team consisting of Loretta Smith Kelty, Dean Docken, Malcolm Bowie and Lisa Small interviewed the following firms on Wednesday, September 14th at the Justice Center.

- Design West Architects, Kennewick, WA
- Brockway * Opfer * Raab * Architecture PLLC, Yakima, WA
- Meier Architecture / Engineering, Kennewick, WA
- ARES Corporation, Richland, WA
- TCF Architecture, Tacoma, WA

After having the opportunity to meet each firm and listening to what each of them have to offer, the interview team narrowed the choices down to two (2) firms, which were Design West Architects, Kennewick, WA and TCF Architecture, Tacoma, WA.

RECOMMENDATION

The team would like to recommend negotiating an “as needed” contract with Design West Architects, Kennewick, WA. for small routine projects that may be coming up in the near future to give Benton County an opportunity to get to know this firm and their approach with public works projects.

MOTION

The Board of Benton County Commissioners hereby agrees with the recommendation and authorizes an “as needed” blanket contract to be negotiated and put on the consent agenda at a later date for Board signature.