Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

To view items in detail, click on highlighted area.

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Revised Special Board Meeting
Tuesday, January 14, 2020
Benton County Courthouse, Prosser, WA

8:30 AM **Call to Order**
Approval of Minutes
- **January 7, 2020**

Review Agenda

Consent Agenda

Building
a. Line Item Transfer, Fund No. 0149-101, Dept. 000

Clerk
b. Statement of Work, No. 20508, w/ImageSoft, Inc. for District Court and County Clerk
c. Upgrade Service Agreement w/ImageSoft to the OnBase System

Commissioners
d. Residual Equity Transfer From Detox Center Construction Fund to the Capital Projects Fund and Closing Out the Detox Center Construction Fund

Corrections Department
e. Contract w/Lou Sowers PC for Psychological Evaluations
f. Contract w/Randy Ruegsegger dba/Randy Ruegsegger Polygram Service for Polygraph Examinations
g. Agreement w/TransUnion Risk and Alternative Data Solution, Inc. to Access Social Media & Web Data to Support Investigations and Research

Facilities
h. Change Order Nos. 1 and 2 w/Banlin Construction for the Justice Center Restroom Renovation Project ~ R Blain
i. Agreement w/Waxie Sanitary Supply for Restroom and Kitchen Paper Products
j. Payment to Hobart for Services Performed on Jail Kitchen Equipment

Human Resources
k. Agreement w/Teamsters Union Local No. 839, Representing Sheriff's Office Clerical

Human Services
l. Quit Claim Deed for the Detoxification Building

Office of Public Defense

m. Amending the Superior Court Public Defense Contract w/Eric Scott
n. Superior Court Public Defense Contract w/Angel Betancourt
o. Public Defense Services Compensation for Heather Villani
p. Superior Court Public Defense Contract Amendment w/Robert Moser
q. Superior Court Public Defense Contract Amendment w/Deric Orr to Reflect Firm Name Change

Prosecuting Attorney

r. Settlement Agreement and Release

Public Works

s. Memorandum of Agreement w/Franklin County Regarding Architectural and Engineering Services for the Remodel of the Juvenile Justice Center
t. Authorization to Proceed With Advertisement and Bid Process for Purchase of Water Tank, Pump and Plumbing for Chassis
u. Accepting Work Performed by Central Washington Asphalt, Inc. for the Bermuda Road Overlay Project
v. Accepting Work Performed by Central Washington Asphalt, Inc. for Crosby Road Overlay

Superior Court

w. Participant Position Allocation for 2020 for Benton and Franklin Adult and Juvenile Drug Court Programs and Adopting At Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations and Programs

Treasurer

x. Cancelling Taxes Assessed Upon Personal Property Determined Uncollectible

Executive Session

Review of the Performance of a Public Employee ~ R Brown & S Hallstrom

Scheduled Business

Consideration and Possible Decision on Separation Agreement with Employee ~ R Brown

Sheriff's Office Request for Transfer of Funds for Training Chief Financial Officer ~ Commanders Croskrey, Law and Caughey

Adjournment

9:00 AM **Regular Board Meeting**

Public Hearing

Ordinance Amendment 2019-004 - Adding New Chapter to Title 15 Relating to the Rural Water Supply Program ~ G Wendt

Amendment to Ordinance 600- 2017 Comprehensive Plan to Resolve Petition for Review Filed by Futurewise ~ G Wendt

Ordinance Amendment 2019-002 - Amending Ordinance 611, BCC Title 9 Subdivision Regulations ~ G Wendt

Ordinance Amendment 2019-003 - Amending Ordinance 612, BCC Title 11 Zoning Regulations ~ G Wendt

Public Comment

Other Business

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, January 7, 2020, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Jerome Delvin
Commissioner Shon Small
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Sustainable Development Manager; Matt Rasmussen, Public Works Administrator; DPA Ryan Brown; Clerk Josie Delvin; District Court Administrator Ela Selga; Greg Wendt, Assistant Planning Manager; Robert Blain, Public Works Manager; HR Manager Lexi Wingfield; Commander Scott Souza; Captain Joshua Shelton; Paul Schut, Risk Manager; Finance Manager Linda Ivey; Shan MacPherson, IT; Treasurer Ken Spencer; DPA Stephen Hallstrom; OPD Manager Eric Hsu; District Court Judge John Ziobro.

Approval of Minutes

The Minutes of the December 10, 2019 Special Meeting and December 17, 2019 Regular Meeting were approved.

Review Agenda

Commissioner Delvin requested to add an executive session to discuss performance of a public employee.

Consent Agenda

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

Auditor

a. Disposition and Surplus of Personal Property

Clerk

b. Application and Agreement w/LexisNexis for Collection of Fines & Restitution

Commissioners

c. Organization of Benton County Commissioners for the Year 2020
d. Providing A Non-Bargaining General Increase of Wages for 2020

e. Providing Administrators, Managers and Assistant Managers an Increase of Wages for 2020
f. Disbursement from Historical Preservation Fund to the Fire Protection District 4
g. Disbursement from Historical Preservation Fund to the Benton County Museum and Historical Society
h. Disbursement from Historical Preservation Fund to the East Benton County Historical Society
i. Disbursement from Historical Preservation Fund to the Historic Downtown Kennewick Partnership
j. Disbursement from Historical Preservation Fund to the REACH Museum
k. Disbursement from Historical Preservation Fund to the Richland Players' Theatre
l. Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 116

Corrections Department

m. Employee and Volunteer Recognition Award Policy

Facilities

n. Termination Notice to ABM Industry Groups
o. Award and Contract w/Intermountain Cleaning Services for Janitorial Services
p. Award and Contract w/Ironesque Iron Work for Fencing Fabrication @ the Justice Center

Human Resources

q. Bi-County Non-Bargaining Juvenile Justice and Superior Court Contribution to Employee Insurance Benefits for 2020
r. Bi-County Non-Bargaining Juvenile Justice and Superior Court Increase of Wages for 2020
s. Non-Bargaining Contribution to Employee Insurance Benefits for 2020
t. Agreement w/Teamsters Local No. 839, Representing Juvenile Detention Unit for 2020-2021
u. United Employees Benefit Trust Participation Agreement Representing Bailiff Employees
v. Line Item Transfer, Fund No. 0108-101, Dept. 560

Juvenile

w. Contract w/Lochness Medical Supplies Inc. for Urinalysis Testing Supplies
x. Contract w/Regional Toxicology Services for Uranalysis Testing
y. Contract w/Johnson Controls Fire Protection for Fire Alarm Inspections, Testing and Repair

Parks

z. Line Item Transfer, Fund No. 0000-101, Dept. 126

Planning

aa. Agreement w/Dept. of Ecology for the Shoreline Master Program
bb. Contract w/White Bluffs Consulting to Revise the Shoreline Master Program

Public Works

cc. Awarding the New Administration Building Project to Banlin Construction
dd. Authorization for Public Hearing on Franchise Application of Plymouth Water District

Contract Amendment - Parker Corporate Services

Paul Schut presented a contract amendment with Parker Corporate Services to amend the current hourly rate due to the increase in minimum wages. In an effort to be fair, they negotiated a new

rate matching the rate for security services at the Juvenile Center. Additionally, both the contract and budget had funds available to cover this amount for the remainder of the biennium.

MOTION: Commissioner Delvin moved to approve the first contract amendment to the Personal Services Contract between Benton County and Parker Corporate Service Inc. for unarmed security guard services. Commissioner Small seconded and upon vote, the motion carried.

Change Order No. 3 with Banlin Construction for Public Services Building Project

Robert Blain presented Change Order No. 3 for Public Services Building Project, consisting of rewiring the gate control and adding a breaker in the amount of $1,024.09 plus WSST. He said it should be the last change order as they were closing out the project.

MOTION: Commissioner Small moved to approve Change Order No. 3 with Banlin Construction for the Public Services Building Project as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Office of Public Defense Staffing

Eric Hsu requested a staffing increase in his office to convert half-time time position to a full-time position that was approved at the beginning of biennium. It was his recommendation at that time for a full-time position, but they decided to move forward conservatively. After a thorough review of staffing needs and to meet their mission critical needs, he was recommending the increase. He said he conferred with the County Administrator and it was his understanding he supported this request. Additionally, this position would reduce their need to hire interpreters as they were now able to rely on support staff to assist with client interviews, which was the bulk of their need for interpreters.

Linda Ivey said the position was funded in the Public Safety Tax fund.

MOTION: Commissioner Small moved to approve the half-time time executive assistant position to a full-time executive assistant and approve the line item transfer as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

NACO Conference

Commissioner Delvin said he planned to attend the conference in D.C. at the end of February.

January 14 Meeting

Commissioner Delvin requested to start the meeting at 8:30 next week since he planned to leave at 9:30 a.m. The Board agreed.

Certificate of Appreciation

The Board presented Adam Fyall with a Certificate of Appreciation for his 25-year anniversary and thanked him for his 25 years of service to Benton County.

Mr. MacPherson let the Board know that if it started the meeting at 8:30 next week, there were public hearings advertised at 9:00 a.m.

The Board briefly recessed, reconvening at 9:20 a.m.

Executive Session – Potential Litigation

The Board went into executive session with DPA Ryan Brown for five minutes to discuss potential litigation. Also present were Paul Schut, Jerrod MacPherson, Cami McKenzie, Stephen Hallstrom and Ryan Lukson (via/Skype). The Board came out at 9:23 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the agreement between Benton County and Robyn Livingstone as presented and authorize the Shon Small to sign the agreement. Commissioner Beaver seconded and upon vote, the motion carried.

Executive Session – Performance of Public Employee

The Board went into executive session at 9:25 a.m. for 20 minutes with DPA Ryan Brown to discuss the performance of a public employee. Mike Kitson was present via/teleconference. Also present were Lexi Wingfield, Stephen Hallstrom, Jerrod MacPherson and Cami McKenzie. The Board came out at 9:45 a.m. No decisions were made in executive session, but direction was given.

Account Payables

Check Date: 12/20/2019

EFT's #: 1051-1059
Transfers #: 12201901-12201908
Total all funds: $764,091.62

Warrant #: 200689-200906
Total all funds: $5,624.29

Warrant #: 200907-201206
Total all funds: $2,719,297.30

Check Date: 12/23/2019

Warrant #: 201207
Total all funds: $2,000.00

Check Date: 12/31/2019

EFT's: 1060-1084
Transfers #: 12311901-12311908
Total all funds: $648,538.25

Warrant #: 201505-201698
Total all funds: $4,726.00

Warrant #: 201356-201504
Total all funds: $1,030,887.84

Check Date: 01/30/2020

Transfers #: 01032001-01032003
Total all funds: $14,388.69

Warrant #: 201715-201737
Total all funds: $19,298.78

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

Resolutions

2020-001: Disposition and Surplus of Personal Property
2020-002: Application and Agreement w/LexisNexis for Collection of Fines & Restitution
2020-003: Organization of Benton County Commissioners for the Year 2020
2020-004: Providing A Non-Bargaining General Increase of Wages for 2020
2020-005: Providing Administrators, Managers and Assistant Managers an Increase of Wages for 2020
2020-006: Disbursement from Historical Preservation Fund to the Fire Protection District 4
2020-007: Disbursement from Historical Preservation Fund to the Benton County Museum and Historical Society
2020-008: Disbursement from Historical Preservation Fund to the East Benton County Historical Society
2020-009: Disbursement from Historical Preservation Fund to the Historic Downtown Kennewick Partnership
2020-010: Disbursement from Historical Preservation Fund to the REACH Museum
2020-011: Disbursement from Historical Preservation Fund to the Richland Players' Theatre
2020-012: Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 116
2020-013: Employee and Volunteer Recognition Award Policy

2020-014: Termination Notice to ABM Industry Groups
2020-015: Award and Contract w/Intermountain Cleaning Services for Janitorial Services
2020-016: Award and Contract w/Ironesque Iron Work for Fencing Fabrication @ the Justice Center
2020-017: Bi-County Non-Bargaining Juvenile Justice and Superior Court Contribution to Employee Insurance Benefits for 2020
2020-018: Bi-County Non-Bargaining Juvenile Justice and Superior Court Increase of Wages for 2020
2020-019: Non-Bargaining Contribution to Employee Insurance Benefits for 2020
2020-020: Agreement w/Teamsters Local No. 839, Representing Juvenile Detention Unit for 2020-2021
2020-021: United Employees Benefit Trust Participation Agreement Representing Bailiff Employees
2020-022: Line Item Transfer, Fund No. 0108-101, Dept. 560
2020-023: Contract w/Lochness Medical Supplies Inc. for Urinalysis Testing Supplies
2020-024: Contract w/Regional Toxicology Services for Uranalysis Testing
2020-025: Contract w/Johnson Controls Fire Protection for Fire Alarm Inspections, Testing and Repair
2020-026: Line Item Transfer, Fund No. 0000-101, Dept. 126
2020-027: Agreement w/Dept. of Ecology for the Shoreline Master Program
2020-028: Contract w/White Bluffs Consulting to Revise the Shoreline Master Program
2020-029: Awarding the New Administration Building Project to Banlin Construction
2020-030: Authorization for Public Hearing on Franchise Application of Plymouth Water District
2020-031: First Amendment to the Personal Services Contract Between Benton County and Parker Corporate Services Inc. dba Pacific Security
2020-032: Approving Change Order No. 3 with Banlin Construction LLC for Public Services Building Project
2020-033: Transfer of Funds within Public Safety Tax Fund
2020-034: Settlement Agreement and Release with Robyn Livingstone

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

_____ _____

Clerk of the Board Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PROTECTIVE INSPECTION SERVICES FUND NUMBER 0149101, 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: Building Dept., Auditor, File

Prepared by: M. Johnson

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Protective Inspection Services | Fund Nbr: 0149101

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
524.200	3111	Publications	$300	524.200	3508	Computer Replacement	$950
524.200	4301	Travel	$350				
524.200	4905	Training	$300				
TOTAL			$950	TOTAL			$950

Explanation:

Transfer is needed to cover the cost of a Fujitsu fi-7160 document scanner. The Building Department wants to reduce the amount of paper files it has on hand by scanning the files and storing them electronically.

Prepared by: Michelle Johnson | Date: 02-Jan-2020

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 1-14-20	**Execute Contract XX**	**Consent Agenda XX**
Subject: ImageSoft SOW	**Pass Resolution XX**	**Public Hearing**
Prepared by: J. Delvin	**Pass Ordinance**	**1st Discussion**
Reviewed by:	**Pass Motion**	**2nd Discussion**
	Other	**Other**

BACKGROUND INFORMATION

Pass resolution allowing the Chairman of the Board of Benton County Commissioners to sign the Statement of Work No. 20508 between ImageSoft, Inc., and County Clerk, and District Court for Benton County and allow the expenditure of up to $40,000 from the Trial Court Improvement budget, fund number 0156-101.

SUMMARY

ImageSoft is the company that supports the OnBase document management system utilized by the Clerk and District Court. This SOW will allow us to replace the existing CalReader/CalMaker application for the judicial officers in Superior Court and District Court.

RECOMMENDATION

Recommend pass resolution and sign

FISCAL IMPACT

None, the County Clerk and District Court have funds allocated for the addition of Document Importer Processor and the configuration needed for the use of the judicial officers. Funds will be expended from the Trial Court Improvement budget, Fund No., 0156-101.

MOTION

Move to pass the resolution authorizing the Chairman of the Board of Benton County Commissioners to sign the Statement of Work with ImageSoft and allowing expenditure of funds from the Trial Court Improvement budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE STATEMENT OF WORK NO. 20508 BETWEEN IMAGESOFT, INC., AND COUNTY CLERK, AND DISTRICT COURT FOR BENTON COUNTY

WHEREAS, on December 3rd, 2019 the Board of Benton County Commissioners approved Resolution 2019-875 executing a Master Agreement with ImageSoft for annual support for the OnBase Document Management System; and

WHEREAS, OnBase is a document management system utilized by the Benton County Clerk, Benton County District Court, and Benton County Superior Court; and

WHEREAS, Benton County has a need to configure OnBase for displaying docket and related calendar information; and

WHEREAS, this Statement of Work No. 20508 will cover the replacement of the existing Cal Maker and Cal Reader applications currently being used and allow access to this same type of information and functionality from OnBase; and

WHEREAS, the Benton County Clerk recommends the attached Statement of Work No. 20508 be approved; **NOW THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Statement of Work No. 20508 with ImageSoft, Inc. for configuration of OnBase to display docket and related calendar information; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners, Benton County, Washington authorize the Benton County Clerk's Office, and Benton County District Court to expend funds up to $40,000 from the Trial Court Improvement budget, fund number 0156-101; and

BE IT FURTHER RESOLVED, This Statement of Work No. 20508 is hereby made a part of the Master Agreement and all other terms remain unchanged.

Dated this _____day of _____, 2020

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

cc: Auditor,IT
Originals: Clerk

J. Delvin

ImageSoft

Statement of Work

Statement of Work No.	20508
Revision No.	0
Customer Name:	Benton County
Project Name:	Replacement of Cal Maker and Cal Reader Applications
ImageSoft Contact:	Steve Dale
Submitted Date:	12/20/2019

This Statement of Work is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 West 11 Mile Rd, Suite 100, Southfield, MI 48034 ("ImageSoft"), and Benton County with its principal offices at 7122 West Okanogan Place, Benton, WA 99336 ("Customer"):

This Statement of Work ("SOW") is to be attached to and is hereby made a part of the Master Agreement ("MASTER") entered into by and between Customer and ImageSoft dated 12/12/2019.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft dated 12/12/2019.

To the extent that any terms and conditions contained in the related MASTER or SMA are in conflict with, or in addition to the terms and conditions of this Statement of Work, the terms and conditions of this Statement of Work shall control.

Introduction

Benton County has requested ImageSoft Professional Services to configure OnBase for displaying docket and related calendar information. This SOW will cover the replacement of the existing Cal Maker and Cal Reader applications currently being used and allow access to this same type of information and functionality from OnBase.

The following high-level goals are expected to be achieved with this SOW:

- Replacement of Cal Maker and Cal Reader applications
- Automated import of future docket information on a defined schedule
- Simplified Clerk and Judge user interface using the OnBase Unity Client and Workflow
- Sorting and Filtering options for easy access to specific docket/case items
- Ability to view related case documents along with Docket/Calendar Information
- Ability to add/view Judge Notes to documents as well as keep a running log of notes related to the docket event.

Scope and Deliverables

To implement the proposed services, ImageSoft will undertake the following tasks:

- Technical Overview of current server setup with Benton County IT

- Test System Updates
- Discovery/Cal Reader Review
- Document Type, Keyword, and Notes setup (general and Judge-only notes)
- Security Setup for Clerks and Judges
- Document Import Processor (DIP) to import Odyssey data from .csv or .txt file
- Unity Forms for Docket Summary Form and Docket Notes (Docket Summary to show Docket/Calendar Info and Docket Notes for a running log of notes for the event)
- Create Docket Forms automatically from DIP Import
- Case Folder Creation (one (1) file cabinet with standard two-tier setup – Case Folder and Category Subfolders based upon document type)
- Docket Workflow with three (3) queues
    - Clerk - Review
    - Judge - Ready for Review
    - Judge - Review Complete
- Workflow Filter to filter Inbox by Date, Date Range, Case Type, Case Number, Judge, and/or Courtroom
- Workflow Related Items to display related Case Documents in Workflow Interface
- Workflow Actions
    - Open Case Notes Form
    - Launch Folder View
    - Route to Complete
- Workflow Timer to remove items from workflow after hearing is completed
- System Testing
- Training Documentation
- End User Training
- Admin Training
- User Acceptance Testing (2 weeks)
- Production Go Live
- Post Go Live Support

Product

Software Included

This SOW includes the purchase of one (1) Document Import Processor license.

Document Import Processor

Imports documents (scanned or other) and their respective index information. This module is often used in conjunction with third party forms processing software as well as data conversion utilities.

Hyland Requirements: Includes a Workstation Client license.

Investment

This engagement will be conducted on a Time & Material basis. The estimated funding requirement for performing the professional service assistance and providing the hardware/software defined in this SOW is listed below:

Software				
	Product	**Unit Cost**	**# Units**	**Cost**
OnBase Software				
Document Import Processor	DPIPW1	$5,000	1	$5,000
Onetime Software Discount				($1,000)
OnBase Annual Maintenance and telephone support	OBMAINT			$1,000
Software Subtotal				**$5,000**
Consulting Fees				
		Unit Cost	**# Units**	**Cost**
Professional Services		$195	150	$29,250
Consulting Fees Subtotal				**$29,250**
Total				
Grand Total				**$34,250**
Pricing valid for 30 days				

A purchase order or signed agreement is required to be in place to cover all ImageSoft professional services hours, product deliverables and expenses.

Payment Schedule

ImageSoft has provided an estimate of the required services hours to complete the tasks described herein and will provide services on a time and materials basis. ImageSoft will only bill for the actual hours expended on behalf of the Customer and has made a best-estimate based on current available information. Customer will be invoiced bi-weekly. All payments will be due on a Net-30 day basis.

A purchase order or signed agreement is required to be in place to cover all ImageSoft hours and expenses.

Third-Party Software Procurement and Maintenance

Unless otherwise specified, the third-party software that is being provided within this SOW will be ordered by ImageSoft immediately following the acceptance of this SOW.

Software Maintenance: The first year of software maintenance is required with every third-party software purchase. The software maintenance for the third-party software provided in this SOW will begin based on the selected option below:

☐ The third-party software is for a new system, and therefore maintenance will begin ninety (90) days after the software is ordered by ImageSoft.

☒ The third-party software is an add-on to an existing system, and therefore maintenance will begin immediately after the software is ordered by ImageSoft.

Key Assumptions

The following assumptions were made when estimating pricing for this SOW:

- All work by ImageSoft is planned to be remote.
- An OnBase Test System is already installed, available and mirrors the production environment.
- Solution to be implemented into existing OnBase Environment.
- No integration to CMS is included in this estimate.
- Benton County is responsible for exporting the docket information from Odyssey into a network accessible location.
- Docket Information is expected to be in a structured .csv or .txt file format.
- The ImageSoft professional services team often requires six to eight (6-8) weeks lead time to start a new Engagement. Please check with your ImageSoft Account Representative for details on current project lead time. ImageSoft will provide the services to this contract according to a mutually defined schedule.
- Customer will designate a central point of contact for the engagement.
- An ImageSoft Project Manager will be assigned to track progress and hold bi-weekly status calls. No status reports will be delivered. Estimated effort per week is 2-4 hours over 4-6 weeks.
- Customer will provide VPN access to implementation team to facilitate remote development. Additional security requests prior to providing access may be requested by customer.
- Customer is responsible for maintaining adequate data backups, at all times, to protect against loss of data.

Project Change Authorization Procedure

A Project Change Request (PCR) will be the vehicle for communicating change and will describe the change and the effect the change will have on the project.

The following process will be followed if a change to this SOW is required:

- A change is proposed by either party's Project Manager and discussed.
- The Project Team will investigate scope, schedule, and cost impacts of the proposed change.
- A PCR will be created by ImageSoft Project Manager and submitted for internal review and approval.
- The Account Executive and/or ImageSoft Project Manager will submit the PCR to the Customer Project Manager for review.
- A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. ImageSoft will invoice Customer for any such charges when incurred as per the PCR deliverables.

Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

ImageSoft

Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

Agreed to: **Benton County** **7122 West Okanogan Place, Benton, WA 99336**	*Agreed to:* **ImageSoft, Inc.** **25900 West 11 Mile Road, Suite 100, Southfield, MI 48034**
By: _____ Authorized Signature	By: _____ Authorized Signature
Date: _____	Date: _____
Name (Type or Print): _____	Name (Type or Print): Scott Bade
Title (Type or Print): _____	Title: (Type or Print): President
Project Name: Replacement of Cal Maker and Cal Reader Applications	

Internal Use:	Opportunity #: 20508
	Sales Order #: _____

Approved as to form:

By: _____

Name: Eric Andrews

Date: 12/26/19

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 1-14-20	**Execute Contract XX**	**Consent Agenda XX**
Subject: ImageSoft Upgrade Service Agreement	**Pass Resolution XX**	**Public Hearing**
	Pass Ordinance	**1st Discussion**
	Pass Motion	**2nd Discussion**
	Other	**Other**
Prepared by: J. Delvin		
Reviewed by:		

BACKGROUND INFORMATION

Pass resolution allowing the Chairman of the Board of Benton County Commissioners to sign the Upgrade Service Agreement with ImageSoft.

SUMMARY

ImageSoft is the company that supports the OnBase document management system utilized by the Clerk and District Court. This Upgrade Service Agreement will allow ImageSoft to upgrade the OnBase system, at no cost. ImageSoft is the only company that we can utilize for this solution.

RECOMMENDATION

Recommend pass resolution and sign

FISCAL IMPACT

None, there is no cost for the upgrade to OnBase

MOTION

Move to pass the resolution authorizing the Chairman of the Board of Benton County Commissioners to sign the Upgrade Service Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE UPGRADE SERVICE AGREEMENT BETWEEN IMAGESOFT AND COUNTY CLERK, FOR BENTON COUNTY

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the ImageSoft Upgrade Service Agreement as attached.

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners authorizes the Information Technology Manager to sign future ImageSoft Upgrade Service Agreements as long as the software upgrade services are provided at no additional costs.

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

cc: Auditor,IT
Originals: Clerk

ImageSoft customercare

ImageSoft Upgrade Service Agreement

This service agreement is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 West 11 Mile Rd, Suite 100, Southfield, MI 48034 ("ImageSoft"), and Benton County, WA with its principal offices at 7122 W Okanogan Pl Bldg A Kennewick, WA ("Customer"):

Unless otherwise specified, the products and services provided within this service agreement are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft.

To the extent that any terms and conditions contained in the related SMA are in conflict with, or in addition to the terms and conditions of this service agreement, the terms and conditions of this service agreement shall control.

Introduction

Customer requires an upgrade to their OnBase system. Upgrades are a standard practice to maintain the system and to take advantage of the latest technology and features.

Description of Services

Under this service agreement, ImageSoft will provide a technical resource to provide remote guidance and assistance to the Customer's system administrator during an upgrade. The Customer's system administrator is responsible for performing the upgrade and engaging the ImageSoft technical resource for assistance as needed.

Deliverable Materials

There are no deliverables under this agreement.

Consulting Fees

This service is available at no charge to customers that have selected the Customer Care option within their support agreement with ImageSoft (refer to the related SMA for details). As part of the Customer Care option, customers are allotted up to two (2) software upgrades per year at no additional cost.

Key Assumptions

- The Customer system administrator is responsible for performing the upgrade with assistance and guidance from an ImageSoft technical resource.

- All ImageSoft services will be provided remotely, unless an additional ImageSoft agreement is signed which specifically calls for on-site services to be performed.
- Customer is responsible for performing and testing data backups prior to and following the service agreement to protect against loss of data. It is recommended that backup data be stored on removable media and kept separate from the system being upgraded.
- Customer is responsible for testing of their system within upgraded software versions, issue identification and reporting to ImageSoft prior to production upgrade. ImageSoft will provide, upon request, test licenses to the software to be upgraded. In most cases test licenses are provided at no cost.
- Platform migrations (i.e. Workflow Classic to Core conversion, Thick Client to Unity Client conversion, Windows upgrades, hardware upgrades, database migration, server migrations, etc.) are not considered part of a software upgrade and will require a separate ImageSoft agreement.

Approval

Signature is required to accept this agreement. By signing below each party agrees to the agreement and authorizes work to begin.

Agreed to:	*Agreed to:*
Benton County, WA **7122 W Okanogan Pl Bldg A** **Kennewick, WA**	**ImageSoft, Inc.** **25900 West 11 Mile Rd, Suite 100** **Southfield, MI 48034**
By: _____ Authorized Signature	By: _____ Authorized Signature
Date: _____	Date: _____
Name (type or print): _____	Name (type or print): **Scott Bade**
Title (type or print): _____	Title (type or print): **President**
Project name: **Customer Care Upgrade Agreement**	

Approved as to form:

By: _____

Name: Eric Andrews

Date: 27 Dec 2019

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: RESIDUAL EQUITY TRANSFER FROM THE DETOX CENTER CONSTRUCTION FUND, FUND NO. 0303-401, TO THE CAPITAL PROJECTS FUND, FUND NO. 0305-101, AND CLOSING OUT THE DETOX CENTER CONSTRUCTION FUND.

WHEREAS, during 1982, Benton County sold general obligation bonds to finance the construction of a detoxification facility/building known as the "Detox Center"; and

WHEREAS, a Memorandum of Understanding between Benton County, Resolution 2019-899 and Franklin County, Resolution 2019-358 relinquishes the fund balance in the Detox Center Fund number 0303-401 to Benton County; and

WHEREAS, a Memorandum of Understanding between Benton County, Resolution 2019-899 and Franklin County, Resolution 2019-358 relinquishes the interest in the Detox Center facility/building to Franklin County; and

WHEREAS, the Detox Center Fund No. 0303-401 shall no longer be active; and

WHEREAS, Commissioners' Administration has determined the remaining funds be moved to the Capital Projects Fund, Fund No. 0305-101 and closed out; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Benton County Treasurer is hereby authorized to transfer the remaining cash funds of $18,435.14 in the Detox Center Construction Fund, Fund No. 0303-401, to the Capital Projects Fund, Fund No. 0305-101, as a residual equity transfer; and

BE IT FURTHER RESOLVED the Detox Center Construction Fund, Fund No. 0303-401, is hereby closed after the residual equity transfer is completed.

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

Orig: Commissioner's Office
cc: Auditor, Treasurer, Human Services

Prepared by: Linda Ivey

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan 14, 2020	**Execute Contract**	_____	**Consent Agenda**	**_X__**
Subject: Prof. Service Contract w/ Lou Sowers PC	**Pass Resolution**	_____	**Public Hearing**	_____
	Pass Ordinance	_____	**1st Discussion**	_____
Prepared by: Lisa Small	**Pass Motion**	_____	**2nd Discussion**	_____
Reviewed by: Ryan Lukson	**Other**	_____	**Other**	_____

BACKGROUND INFORMATION/ SUMMARY

Various departments within Benton County require psychological evaluations for different reasons such as pre-employment, officer involved shooting, critical events, or fitness for duty.

Dr. Lou Sowers PhD, MBA is a licensed Phycologist from Spokane, WA who provided a proposal for the above-mentioned service as further outlined in the attached contract and Exhibit A attached hereto.

The Sheriff's Office and Corrections Department Commanders reviewed the proposal and recommends entering into a Professional Service Contract with Dr. Lou Sowers PhD, dba/ Lou Sowers PC, for the calendar year 2020 for "as needed" psychological evaluations with a contract amount not to exceed $70,000.

RECOMMENDATION

Approve the attached Resolution and Professional Service Contact between Benton County and Lou Sowers PC for "as needed" psychological evaluations.

FISCAL IMPACT

Said expenditures shall be paid out of each individual department who utilizes the contract.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND LOU SOWERS PC FOR "AS NEEDED" PSYCHOLOGICAL EVALUATIONS

WHEREAS, per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county 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, there are departments within Benton County that require psychological evaluations for different reasons such as pre-employment, officer involved shooting, critical events, or fitness for duty; and

WHEREAS, Dr. Lou Sowers PhD, MBA is a licensed Phycologist who provided a proposal for the above-mentioned services as further outlined in Exhibit A attached hereto; and

WHEREAS, the Sheriff's Office and Corrections Department Commanders both reviewed the proposal and recommend entering into a Professional Service Contract with Dr. Lou Sowers PhD, doing business as Lou Sowers PC, for the calendar year 2020 for "as needed" psychological evaluations with a contract amount not to exceed $70,000; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby awards the Professional Services Contract to Lou Sowers PC for "as needed" psychological evaluations for a contract amount not to exceed $70,000, including any applicable tax; and

BE IT FURTHER RESOLVED, the term of the attached service contract commences upon signature of both parties and shall expire on December 31, 2020; and

BE IT FURTHER RESOLVED, the Board hereby authorizes payment to Lou Sowers PC if any above-mentioned services are performed prior to the execution of the attached Service Contract; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Professional Service Contract between Benton County and Lou Sowers PC.

Dated this _____day of_____, 2020

_____
Chairman of the Board

_____
Member

Attest: _____
Clerk of the Board

_____
Member

Orig: BCCD
cc: Auditor, S. Godinez, Lou Sowers PC

Prepared by: L. Small

BENTON COUNTY
PROFESSIONAL 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 **LOU SOWERS PC** a Washington Professional Service Corporation with his principal offices at 222 W Mission #218, Spokane, WA 99201 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Terms and Conditions (this document)
b. Exhibit A - Fee Schedule for Psychological Services

2. DURATION OF CONTRACT

The term of this Contract shall commence January 1, 2020 and shall expire on December 31, 2020. 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

a. The CONTRACTOR shall provide as needed psychological services as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. This Contract shall be on an "as needed" basis. The COUNTY does not guarantee utilization of the Contract. Moreover, this Contract shall not be construed to require COUNTY, or any of its elected officials, departments or employees to exclusively utilize the services of CONTRACTOR for any of the types of work described or contained in paragraph "a" of this Section.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:
Dr. Lou Sowers
222 W Mission #218
Spokane, WA 99201
(509) 688-5704
drsowers@q.com

b. For COUNTY:
Lisa Small, Contract Coordinator
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336
Phone:(509) 783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

5. COMPENSATION

a. The CONTRACTOR shall be paid in accordance with Exhibit A – Fee Schedule for Psychological Services attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **$70,000**.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with 5a, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay

the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits,

liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

c. If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on

behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

d. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

e. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

f. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on

indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

g. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for

issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be

effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only herself as CONTRACTOR, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent,

employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion,

color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

17. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

18. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees, if any, shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

19. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

20. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

21. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service

shall be effective at the beginning of the next working day.

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include but are not limited to: indemnification provisions (Sections 7 and 16); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 25); Public Records Act (Section 26); and confidentiality (Section 18).

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

26. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that

CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

This section was intentionally left blank

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Dated:_____

BENTON COUNTY

Jim Beaver, Chairman
Benton County Commissioner

Approved as to Form:

Ryan J. Lukson, Civil DPA

Dated: 12/31/19

LOU SOWERS PC

L. Sowers, PhD

Signature

Psychologist
Title:

Lou Sowers, PhD. MBA
Print Name

Exhibit A

Lou Sowers, PhD, MBA
Licensed Psychologist Washington State #1865
Diplomate in Police Psychology #71
Society for Police and Criminal Psychology

222 West Mission, Suite 218
Spokane, WA 99201
(509) 688-5704

November 11, 2019

Commander Steve Caughey
Investigations Division Commander
Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

RE: Dr. Sowers Fee Structure

Dear Commander Caughey:

Thank you for your interest in utilizing my services in police and public safety psychology.

My fee structure is as follows:

Preemployment Psychological Evaluation is $700.00 dollars. This includes review of the background investigation report, polygraph examination, psychological testing (3 hours at my office), clinical interview (1 hour at my office), verbal report to command staff and/or human resources, and a written report. Total time is about 5 hours.

Officer Involved Shooting Debrief or Critical Event Debrief is $500.00 dollars. This includes at least one visit to my office but more if useful to the deputy and his/her spouse or significant other. I also follow up with phone calls over the year to check-in. If there is a need for more than three sessions or for me to attend a group debrief, and the department approves additional sessions or my attendance at a group debrief, I can provide this service at a cost of $200.00 dollars per hour including travel. This happens rarely and I often try to connect deputies with a counselor through their EAP or insurance when necessary and appropriate.

Fitness-For-Duty Evaluations (FFDE). FFDEs are more complex psychological evaluations and can encompass what we sometimes call Work-Ability consultations when a deputy or other employee might be having a psychological problem and needs a consultation and/or a Return-To-Work Evaluation that may occur after a deputy or other employee has been away from work

on medical leave, is doing better, and would like to return to work. The standard FFDE occurs when a psychological issue has arisen that requires administrative leave and a determination if a deputy or employee should return to work given position responsibilities. I attempt to use the most appropriate psychological evaluation given the circumstances and through consultation with command staff. I charge $200.00 dollars per hour.

Sincerely,

L. Sowers, PhD

Lou Sowers, PhD, MBA
Licensed Psychologist

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan 14, 2020	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject: Prof. Service Contract with Randy Ruegsegger Polygram Service	**Pass Resolution**	**X**	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
	Pass Motion		**2nd Discussion**	
Prepared by: Lisa Small	**Other**		**Other**	
Reviewed by: Ryan Lukson				

BACKGROUND INFORMATION/ SUMMARY

Different departments within Benton County require pre-employment polygraph examinations or need administrative or criminal polygraph examinations performed.

Randy Ruegsegger dba/Randy Ruegsegger Polygram Service provided a proposal for "as needed" polygraph examinations as further outlined in the attached contract for a service rate of $300 per each polygraph examination.

RECOMMENDATION

Approve the attached Resolution and Professional Services Contract between Benton County and Randy Ruegsegger dba/ Randy Ruegsegger Polygram Service for "as needed" polygraph examinations for a contract amount not to exceed $15,000.

FISCAL IMPACT

Said expenditures shall be paid out of each individual department who utilizes the contract.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND RANDY RUEGSEGGER DBA/RANDY RUEGSEGGER POLYGRAM SERVICE FOR "AS NEEDED" POLYGRAPH EXAMINATIONS

WHEREAS, per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county 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, Randy Ruegsegger dba/ Randy Ruegsegger Polygram Service provided a proposal for "as needed" polygraph examinations for Benton County departments whom require pre-employment polygraph examinations or need administrative or criminal polygraph examinations performed for a service rate of $300.00 per each polygraph examination; and

WHEREAS, attached is a Professional Service Contract between Benton County and Randy Ruegsegger dba/ Randy Ruegsegger Polygram Service that further outlines the services to be performed for a contract amount not to exceed $15,000; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby awards the Professional Services Contract to Randy Ruegsegger dba/ Randy Ruegsegger Polygram Service for "as needed" polygraph examinations for a contract amount not to exceed $15,000; and

BE IT FURTHER RESOLVED, the term of the attached service contract commences January 1, 2020 and shall expire on December 31, 2020; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached contract between Benton County and Randy Ruegsegger dba/ Randy Ruegsegger Polygram Service.

Dated this _____day of_____, 2020

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor, S. Godinez, Randy Ruegsegger

Prepared by: L. Small

PROFESSIONAL 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 **RANDY RUEGSEGGER dba/RANDY RUEGSEGGER POLYGRAM SERVICE**, a Sole Proprietor organized under the laws of the State of Washington with its principal offices at 413 North 2nd Street, Yakima, WA 98901 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Terms and Conditions (this document)
b. Exhibit A – Background Check

2. DURATION OF CONTRACT

The term of this Contract shall begin on **January 1, 2020** and shall expire **December 31, 2020.** 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

a. The CONTRACTOR shall provide the following services:

1. Pre-employment Polygraph Examinations: Consisting of a full scope history questionnaire covering general personal information, undisclosed criminal behavior, domestic violence, drug history, sexual crimes, and theft.

2. Administrative and Criminal Polygraph Examinations: Shall cover specific allegations of misconduct or criminal activity.

All exams will include a pre-test interview, review of the test questions, the exam itself, and a scoring & examiner opinion all documented thoroughly in a written report to COUNTY. Each exam mentioned above may be subject to change based on issues the COUNTY feels are a priority to cover.

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 requested by the COUNTY.

f. This Contract shall be on an "as needed" basis. The COUNTY does not guarantee utilization of the Contract. Moreover, this Contract shall not be construed to require COUNTY, or any of its elected officials, departments or employees to exclusively utilize the services of CONTRACTOR for any of the types of work described or contained in paragraph "a" of this Section.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Randy Ruegsegger Randy Ruegsegger Polygraph Service
Address:	413 North 2nd Street Yakima, WA 98901
Phone:	(509) 248-1100
Email:	randyruegsegger@yahoo.com

b. For COUNTY:

Name:	Lisa Small, Contract Coordinator
Address:	7122 W Okanogan Place, Bldg. B Kennewick, WA 99336
Phone:	(509)783-1451 Ext. 3880
Email:	Lisa.Small@co.benton.wa.us

5. COMPENSATION

For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

a. Service Rates: $300.00 per each Polygraph Examination.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifteen thousand dollars ($15,000.00).

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR or its subcontractors, which arises in connection with the work performed under this Contract or is caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this

section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability

insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in

fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY' Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.

4. Benton County Risk Manager at the following addresses: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance

with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any

provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY' Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

The CONTRACTOR and any subcontractors, and their employees will be required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit A. Successful completion of the background check, as determined by COUNTY, is required prior to the first day of work or service. The completed form should be emailed to Joshua.Shelton@co.benton.wa.us or faxed to 509-222-3784 attention: Cpt. Joshua Shelton. The CONTRACTOR agrees to remove any of subcontractors, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said subcontractor or subcontractor employee failed the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder the CONTRACTOR, subcontractors, or subcontractors' employees are charged with or convicted of any crime. Finally, if the CONTRACTOR or subcontractors or their employees discover that a friend or family member is in the jail's custody, they must immediately notify jail staff.

In addition to the above, prior to performance hereunder, the CONTRACTOR and any subcontractors, and their employees will present themselves, their government issued identification and a check, cash or money order for $34.25 for livescan, or $71.25 if required to ink roll the finger print, to the Records Staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Commander for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a CONTRACTOR employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the County network and the majority of computers within the Jail facility.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or

expiration.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors’ employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective

if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 15); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 15 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as

confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY' release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

This section was left blank intentionally

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **January 1, 2020.**

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

BENTON COUNTY	**RANDY RUEGSEGGER POLYGRAPH SERVICE**
	1-7-2020
Jim Beaver, Chairman **Date** **Benton County Commissioner**	**Randy Ruegsegger** **Date**
Approved as to Form: Ryan Lukson, Civil DPA	

BENTON COUNTY BACKGROUND CHECK
AUTHORIZATION AND RELEASE

I am a <circle all that apply> Contractor Volunteer

Location to obtain access <circle all that apply> BC Jail BC Justice Center

Your Company/Organization Name:

Your Position Title:

Last Name | First Name | Middle Name | Sex: M F

All Other Previous Names Used | Date of Birth

Driver's License Number/State | Social Security Number

Primary Phone number | Alternate Phone number | Email address

ACKNOWLEDGEMENT:

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas and for individuals needing jail access. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work or entry into the jail. If you are visiting the Benton County Jail for business and discover that a friend or family member is in custody you must immediately notify jail staff. **Jail access will be for official business only. No personal business is authorized. I understand that employment, jail access or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in denied jail access, withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be denied access or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

AUTHORIZATION AND RELEASE

I hereby authorize Benton County (including but not limited to Personnel Resources Department, Sheriff's Office, Juvenile Justice Center, and/or Prosecutor's Office personnel) to conduct a background check in connection with my application for jail access and/or employment/assignment with Benton County. **I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending on my employment or assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain Benton County positions and may include review of records relating to arrests and/or other contacts with law enforcement.**

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency, and/or other organization (public or private) to provide any information and/or records solicited by Benton County in connection with my application for jail access and/or work with Benton County. I hereby release those persons and entities, and Benton County, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

ADVERSE HISTORY INFORMATION

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?

- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?

- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?

    - If answered yes, please describe the circumstances surrounding the incident.

- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

CONTINUING NATURE OF ADVERSE HISTORY INFORMATION

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

POTENTIAL DISQUALIFIERS

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

_____ _____

Signature Date

A minimum of two business days required for processing.

Do Not Write Below This Line

Comments: COMPLETED BY AND DATE:

Benton County Jail Sexual Abuse, Sexual Harassment and Sexual Misconduct Information

Staff Sexual Misconduct

The Department maintains a zero tolerance policy with regard to staff sexual misconduct and inappropriate staff/offender relationships. The policy also applies to contract staff, vendors and volunteers. Any Contractor or Volunteer who attempts to or engages in sexual abuse shall be prohibited from further contact with inmates and all allegations of staff sexual misconduct will be investigated and will be referred to law enforcement when appropriate.

What is sexual misconduct?

RCW 9A.44.160, RCW 9A.44.170, and RCW 72.09.225 all contain detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature.

Forms of sexual misconduct include, but are not limited to:

-Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.

-Inappropriate touching between offenders and staff.

-All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.

-Sexual comments and conversations with sexually suggestive innuendos or double *meanings.*

-Display or transmittal of sexually suggestive posters, objects, or messages.

An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.). Because of the imbalance of power between offenders and staff, contractors, vendors and volunteers, there can never be a consensual relationship between offenders and persons working or volunteering for the Department. The law states “consent” is not a defense to prosecution.

A staff member, contractor, or volunteer involved in an inappropriate relationship with an inmate is considered a security threat to the Benton County Jail and the public.

Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender
- Standing too close to an offender
- Taking up an offender's cause or grievance
- Changing duty assignments of a particular offender
- Getting into conflicts with co-workers over an offender
- Bringing things into the facility for the offender
- Doing favors for an offender's family
- Feeling the effects of major life changes (divorce, etc)
- Believing an offender is indispensable

<u>What can I do to avoid inappropriate staff/offender relationships?</u>

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with any particular offenders
- Do not share your own or other staff person's personal information with our around offenders.
- Do not discuss issues you may have with other staff or management with or around offenders.
- When speaking to offenders about other staff refer to the staff person as Ms. or Mr. or by their title.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

A Duty to Report

Staff, contractors, volunteers, and visitors must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by any staff compromises the security and safety of offenders and the agency. Any staff, including contractors, volunteers, and visitors that fail to report such behavior will be held accountable and sanctioned, possibly with dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

By signing this form I acknowledge that I have received and understand information pertaining to the Benton County Sheriff's Office zero tolerance policy pertaining to sexual assault and sexual harassment of inmates in custody of this agency.

Company:

_____

Printed Name:

_____

Signature:

_____

Date:

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan 14, 2020	Execute Contract	X	Consent Agenda	X
Subject: Subscriber Agreement with TRADS	Pass Resolution	X	Public Hearing	
Prepared by: Lisa Small	Pass Ordinance		1st Discussion	
Reviewed by: Ryan Lukson	Pass Motion		2nd Discussion	
Robert Heard	Other		Other	

BACKGROUND INFORMATION/ SUMMARY

TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) offers search and report functionality for access to social media and web data to support and enhance investigations and research.

The Benton County Corrections Department believes this is a valuable service in assisting with pre-employment backgrounds and recommends entering into a Subscriber Agreement between Benton County and TRADS attached hereto for an amount not to exceed $6,000 including any applicable sales tax, per each calendar year the agreement is in effect.

RECOMMENDATION

Approve the attached Resolution and Subscriber Agreement between Benton County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) for an agreement not to exceed $6,000.

FISCAL IMPACT

Said expenditures shall be paid out of the Benton County Corrections Department budget.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A SUBSCRIBER AGREEMENT BETWEEN BENTON COUNTY AND TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. (TRADS) FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) offers search and report functionality for access to social media and web data to support and enhance investigations and research; and

WHEREAS, the Benton County Corrections Department believes this is a valuable service in assisting with pre-employment backgrounds and recommends entering into a Subscriber Agreement between Benton County and TRADS attached hereto for an amount not to exceed $6,000 including any applicable sales tax, per each calendar year the agreement is in effect; and

WHEREAS, Benton County agrees to pay TRADS all applicable charges for TRADS products accessed as set forth in the Law Enforcement Pricing Schedule located in the attached TLOxp Transactional Pricing Scheduled; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Subscriber Agreement between Benton County and TransUnion Risk and Alternative Data Solutions, Inc. (TRADS) and pricing schedule for an amount no to exceed $6,000 including any applicable sales tax, per each calendar year the contract is in effect; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the Subscriber Agreement attached hereto; and

BE IT FURTHER RESOLVED, said Subscriber Agreement shall be effective upon signature and shall continue in effect until terminated by Benton County pursuant to Section 4 of the Agreement.

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Member

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

Attest_____
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, S. Godinez, TRADS

Prepared by: L. Small

TransUnion

TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
SUBSCRIBER AGREEMENT & APPLICATION

Application: Must be completed in its entirety.

Company

Name of Company or Agency ("Subscriber"): Benton County	DBA:
Federal Employee Identification Number (FEIN): 91-6001296	
Physical Address: 7122 W Okanogan Place, Bldg B	
Phone Number: (509) 783-1451	Number of Employees: 120
Type of Business (LLC, C-Corp, S-Corp): Public	Industry: Corrections
Web Site Address: www.co.benton.wa.us	
Business / Professional License # (if applicable):	Please provide copy of license

Primary Administrator (The person responsible for managing your account on behalf of the Company)

Name: Larry Smith	Title: Detective
Address (if not Headquarters): 7122 W Okanogan Place, Bldg B	
Direct Phone #: (509) 783-1451 Ext. 3866	Cell Phone #:
E-mail Address: Larry.Smith@co.benton.wa.us	

Subscriber Agreement:

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

1. Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply.

2. TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.

3. TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.

4. Either party may terminate this Agreement at any time upon notice to the other party.

5. This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at http://www.TLO.com/termsandconditions.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"): Benton County	DBA:
Authorized Signature:	DATE: 7/14/20
Print Name of Authorized Signer: Jim Beaver, Chairman	TITLE: Benton County Commissioner

Revised February 1, 2016

Account #

Approved as to form:

Ryan J Lukson, Civil DPA

Subscriber Agreement Additional Terms and Conditions

These Terms and Conditions are incorporated by reference into the Subscriber Agreement. The Subscriber Agreement, attachments thereto, and these Terms and Conditions (collectively the "Agreement," as may be amended, supplemented and/or modified from time to time), constitute the entire agreement between Subscriber and TRADS. Failure to abide by the terms of the Agreement may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS' sole discretion.

1. Restricted License

TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber and the persons that Subscriber permits to access the TRADS Services, as well as, where applicable, persons permitted access by such persons ("Permitted Users") a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use the TRADS Services. Subscriber agrees its and its Permitted Users' use of the TRADS Services and Services Information will comply with the Subscriber Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives. The terms "Subscriber," "TRADS Services," and "Services Information" as used herein are defined in the underlying Subscriber Agreement.

2. Fees and Payment

Subscriber agrees to pay all charges and fees applicable to the TRADS Services. All accounts are subject to a minimum monthly fee as determined by TRADS' then-current fee schedule. Unless otherwise agreed to in writing between Subscriber and TRADS, all fees and applicable charges may be revised from time to time without notice to Subscriber. All current and future pricing documents and schedules are deemed incorporated herein by reference. Fees and charges not timely paid may result in immediate account suspension and/or termination. Delinquent payment, customer-initiated termination, or suspension due to violations of these Terms and Conditions or TRADS policies and procedures may be subject to additional reconnection fees. To avoid the monthly minimum fees and/or fees and charges set forth in this Agreement and in any executed Pricing Supplement, Subscriber must terminate account prior to the first day of the month. If account is terminated after the first day of the month, the monthly minimum fee and/or monthly fees outlined in the Pricing Supplement will apply;

however, no further charges will be incurred. Subscriber will not receive a refund for the remainder the billing month. For any past due outstanding amounts and without limiting any of TRADS' remedies for non-payment or late payment of invoices, invoices not timely paid may be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees. Any delinquent Subscriber account may result in TRADS reporting to Dun & Bradstreet or other business credit reporting agencies. Subscriber shall pay any and all costs, taxes (excluding federal and state income taxes on the overall income of TRADS) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the transactions contemplated hereunder, including all interest and penalties, if any.

By providing payment information online and/or directly to TRADS, Subscriber authorizes TRADS to charge credit card or other account designated for such purpose ("Payment Source"). A prior authorization may be requested from the Payment Source during the free trial period to ensure it is valid, but Payment Source will not be charged for usage fees until the end of the first billing month, provided that Subscriber has not cancelled account prior to the end of the free trial. If Subscriber does not cancel account beyond the trial period, account access will automatically continue without interruption and the applicable fee(s) will be billed to the Payment Source. Subscriber will still be responsible for any applicable site visit fee incurred, regardless of whether or not the account has been canceled during or after the free trial. In the event that TRADS is unable to charge Subscriber Payment Source, failure by Subscriber to provide a valid Payment Source in a timely manner may result in account suspension and/or termination. TRADS is not responsible for any overdraft/over-the-limit charges or bank fees resulting from processing of account charges.

3. Audit

Subscriber understands and agrees that, TRADS, including its parents, affiliates and subsidiaries may request information of Subscriber and its Permitted Users and/or perform initial and periodic on-site audits, in each case for the purpose of investigating and confirming that Subscriber and its Permitted Users intend to use the TRADS Services for a permitted use and that Subscriber and its Permitted Users are acting in accordance with the Subscriber Agreement and applicable law.

Subscriber shall promptly comply (and cause its Permitted Users to comply) with any requests for information, and understands and agrees that, upon reasonable notice, TRADS, including its parents, affiliates and subsidiaries, may conduct on-site audits of Subscriber and its processes and procedures related to Subscriber's and its Permitted Users' use, storage, and disposal of TRADS Services and Services

Information. Subscriber shall fully cooperate with such reviews and audits and shall cause its Permitted Users to do the same. Violations discovered in any review or audit may be subject to immediate action including, but not limited to, legal action, suspension of the provision of TRADS Services, termination of the license, reactivation fees, and/or referral to federal or state regulatory agencies.

4. Gramm-Leach-Bliley Act ("GLBA") Data

If Subscriber or one of its Permitted Users receives TRADS Services subject to GLBA, Subscriber hereby certifies that the specific purpose(s) for which such Services Information used is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For required institutional risk control, or for resolving consumer disputes or inquiries;
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
- For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
- To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or
- To comply with federal, state, or local laws, rules, and other applicable legal requirements.

5. Drivers Privacy Protection Act ("DPPA") Data

- If Subscriber or one of its Permitted Users receives Services Information subject to DPPA, Subscriber hereby certifies that use such Services Information will only be used for one of the following permitted uses under the DPPA:
- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents,

employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

6. Fair Credit Reporting Act

TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute a "consumer report," as defined by FCRA and shall not be subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Services Information may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.

If Subscriber or one of its Permitted Users is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber or its permitted user shall not use TRADS Services to do the following:

- Revoke consumer credit.
- Accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

Subscriber shall not take (and shall cause its Permitted Users not to take) any "adverse action," as defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Subscriber obtains from a source other than TRADS Services.

7. Driving Violations

If Subscriber or one of its Permitted Users receives any Driving Violations driving record data services (collectively, "Driving Violations Services") in connection with the TRADS Services, Subscriber hereby enters into an agreement with Drivers

History Information Sales LLC ("DHI") through TRADS, as agent for Drivers History Information Sales LLC ("DHI"), into which the following provisions of these Terms and Conditions are incorporated by reference: Sections 1, 2, 3, 5, 6, 11-22; provided, however, as so incorporated, each reference to "TRADS" in such provisions shall mean "DHI", and each reference to "Services" shall mean "Driving Violations Services". In addition to the foregoing incorporated terms, the following terms and conditions shall apply solely with respect to the Driving Violation Services:

The Driving Violations Services are provided by DHI. DHI makes no representations or warranties, expressed or implied, regarding the accuracy, completeness or timeliness of the Services Information or the results to be obtained with the Services Information, or that the Services Information has been scrubbed against any regulatory or self-regulatory registry. DHI hereby disclaims all express and implied warranties with respect to the Services Information.

Except as expressly set forth in this Agreement, DHI and its third-party providers shall have no liability whatsoever to Subscriber or any third party with respect to the Services Information or this Agreement.

Subscriber agrees to indemnify and hold DHI, and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, harmless from and against any claims, charges, demands or suits instituted against DHI and its third party data providers arising out of or resulting from Subscriber's or one of its permitted user's (i) failure to comply with the terms and conditions of this Agreement, (ii) violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order with regard to the subject matter of this Agreement; (iii) any actual, potential or threatened unauthorized access to or use of the Services Information, (iv) any use of the Services Information by individuals or entities that obtain access to the Service Information through or from Subscriber, which have not been authorized by this Agreement to have access to and/or use the Services Information, or (v) its use of or negligent maintenance of the Services Information.

If liability is imposed on DHI, Subscriber agrees that DHI's total liability for any or all of the Subscriber's and its Permitted Users' losses or injuries resulting from DHI's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount the Subscriber paid to DHI for the particular Services Information which is the subject of the alleged breach. Subscriber covenants that neither it nor its Permitted Users will sue DHI or any third party for any amount greater than such amount and that it will not seek punitive damages in any suit against DHI or any of its third-party providers. Except where expressly noted to the contrary, in no event shall DHI be liable for any indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever (including, but not limited to, liability for loss of profits),

even if advised of the possibility of such damages, without regard to the form of any action, including but not limited to Contract, negligence or other tortious actions, arising out of or in connection with this Agreement or the data. Subscriber also agrees to give DHI immediate written notice of all actions, claims, losses or damages arising out of its and its Permitted Users' use of the Services Information. The obligations and responsibilities of DHI and Subscriber created under this Section 7 are solely and exclusively the obligations and responsibilities of such entities.

8. Death Master File ("DMF") Data

Certain data provided by TRADS as part of TRADS Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. All TRADS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber and its Permitted Users certifies compliance with 15 CFR 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

9. Identity Manager

If Subscriber or one of its Permitted Users receives any non-FCRA fraud prevention products and services (whether Identity Verification, Identity Authentication, Identity Alerts, Fraud Score, Phone Verify, ID Passcode and/or Digital Verification, collectively, "Identity Manager") offered by TRADS, the following additional terms and conditions apply to such TRADS Services:

With respect to each Subscriber or permitted user request for Services Information Identity Manager, Subscriber also hereby certifies that Subscriber and its Permitted Users are the end user of Identity Manager and that Subscriber and its Permitted Users will use Services Information in the Identity Manager only for the following permitted use ("Permitted Use"):

To use in the normal course of business to verify the accuracy of information submitted by the consumer to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.

Subscriber shall comply (and cause its Permitted Users to comply with) with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("GLB"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA") and similar and/or associated state laws and regulations

governing the use and disclosure of drivers' license information, and the Telephone Consumer Protection Act (47 U.S.C. § 227) ("TCPA") and similar and/or associated state laws and regulations, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority.

Subscriber and its Permitted Users shall not use Services Information in ID Manager Services for marketing purposes nor for any purpose except as expressly provided for herein. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the ID Manager Services, against any consumer. For the purposes of this Addendum, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined in the FCRA.

Subscriber shall not (and Subscriber shall cause its Permitted Users not to) use IDMV Service, Identity Alerts, Digital Verification, Phone Verify or ID Passcode, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA").

Digital Verification analyzes the attributes of a device used in a transaction, and provides a rating score and other attributes based on the data analyzed. Digital Verification is provided for Subscriber's internal purposes, and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of Digital Verification or the data contained therein; or (ii) attempt to gain unauthorized access to Digital Verification or its related systems or networks.

Subscriber shall not, and shall not permit any permitted user to: (a) copy all or any portion of any Digital Verification materials; (b) decompile, disassemble or otherwise reverse engineer the Digital Verification; (c) modify, translate, or otherwise create any derivative works based upon the Digital Verification; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Digital Verification or any materials derived therefrom, in whole or in part, to any third party; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the Digital Verification.

If Subscriber or one of Subscriber's Permitted Users elects the option to obtain Secure Sockets Layer Certificate hosting, Subscriber agrees to the following:

Subscriber must purchase from a third-party provider (a "Certificate Authority") and deliver to TRADS, for TRADS to deliver such to the third-party Digital Verification service provider, for installation on service provider's server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a "Certificate"). Subscriber represents and warrants that it has all the rights necessary to deliver the Certificate to TRADS for delivery to the third party Digital Verification service provider and the third party Digital Verification service provider has the right to install the Certificate on service provider's server cluster

as necessary to provide the enhanced profiling service. Subscriber shall defend, indemnify, and hold TRADS, and its representatives, including parents, subsidiaries and affiliates, and the third party Digital Verification service provider harmless from and against any costs, claims, or liabilities arising out of or relating to any inaccuracy in the foregoing representation and warranty.

Subscriber will provide to TRADS for delivery to the third party Digital Verification service provider a list of any information required by the Certificate Authority that may be necessary for the third party Digital Verification service provider to install the Certificate on service provider's server cluster. Any such information provided by the third party Digital Verification service provider constitutes the third party Digital Verification service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority provided that the Certificate Authority is subject to adequate confidentiality restrictions, but no event less than those restrictions Subscriber places on its own confidential information, and such information is sufficiently marked with a legend or similar designation indicating its confidential and proprietary nature.

Subscriber understands that if Subscriber fails to maintain its license to the Certificate, Subscriber may receive an error notification indicating that the Certificate has expired and the action executed may not be secure or accurate. Subscriber agrees that Subscriber has the sole responsibility to maintain the license for the Certificate, and Subscriber assumes all risk arising out of or relating to Subscriber's failure to maintain the license for the Certificate.

10. Real-Time Phone Carrier Search

If Subscriber or one of its Permitted Users receives TRADS' Real-Time Phone Carrier Search product as part of the TRADS Services, access to and use of such product shall also be subject the following additional terms and conditions:

Subscriber and its Permitted Users are solely responsible for compliance with all "Do Not Call" or similar laws or regulations in connection with use of the Real-Time Phone Carrier Search product or information obtained therefrom.

Subscriber and its Permitted Users shall use the Real-Time Phone Carrier Search product or information obtained therefrom in compliance with the Direct Marketing Association's Privacy Promise and other applicable industry standards.

Subscriber shall not (and Subscriber shall cause its Permitted Users not to): (i) use the Real-Time Phone Carrier Search product or information obtained therefrom in any way that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; (ii) use the Real-Time Phone Carrier Search product or information obtained therefrom if Subscriber is a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TRADS exclusively for the initiation of a telephone call or message to encourage

the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer; or (iii) violate applicable laws or governmental regulations, including, without limitation, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations.

11. Additional Terms and Conditions for CARFAX Vehicle History Reports

TRADS is making CARFAX Vehicle History Report available through the TRADS Services as a third-party product and/or service. If Subscriber receives a CARFAX Vehicle History Report through the TRADS Services, access to and use of the CARFAX Vehicle History Report is subject to the following additional third-party terms and conditions:

Subscriber and its Permitted Users may use the CARFAX Vehicle History Report solely for the purpose of evaluating a vehicle for its internal business purposes and in no event may Subscriber use such information as a factor in evaluating any consumer's eligibility for credit, insurance, employment or any other permissible purpose under the Fair Credit Reporting Act. Neither Subscriber nor its Permitted Users shall resell, redistribute, compile, alter or disseminate the CARFAX Vehicle History Report in any way to any third party.

DISCLAIMERS AND LIMITATION OF LIABILITY AS TO THE CARFAX Vehicle History Report:

a. Subscriber and its Permitted Users understands and acknowledges that (i) CARFAX is not a consumer reporting agency and (ii) the CARFAX Vehicle History Report only includes data regarding vehicles and has no bearing on any consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.
b. Subscriber and its Permitted Users acknowledges that CARFAX collects data from public records and other sources to generate the CARFAX Vehicle History Report, and such information may contain errors and omissions and that errors can occur in data transmission. Subscriber acknowledges that CARFAX does not guarantee the accuracy or completeness of the CARFAX Vehicle History Report and CARFAX shall have no liability for errors or omissions with respect to the CARFAX Vehicle History Report or any information received through the CARFAX Vehicle History Service. If Subscriber or its Permitted Users notifies CARFAX when Subscriber believes there may be an error(s) in any CARFAX Vehicle History Report, CARFAX agrees to research any potential errors in the data, and Subscriber agrees to provide assistance and cooperation to CARFAX as necessary for CARFAX's research into such error(s).

c. Subscriber and its Permitted Users acknowledges that information that is available for some jurisdictions may not be available for other jurisdictions and that CARFAX may not have access to some information that may be available to other parties. Subscriber and its Permitted Users also acknowledges that there may be a period of time between CARFAX's receipt of information and its inclusion into CARFAX' Vehicle History Service.

d. Subscriber and its Permitted Users acknowledges that CARFAX does not provide any conclusions regarding the condition of any vehicle. Subscriber and its Permitted Users acknowledges that it will exercise its own independent judgment in determining the applicability, accuracy, reliability and suitability of the CARFAX Vehicle History Report for the permitted use, and Subscriber assumes full responsibility with respect to Subscriber's or its Permitted Users' decisions and transactions using the CARFAX Vehicle History Report.

e. CARFAX MAKES AND Subscriber RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CARFAX be liable for lost profits or special, indirect, incidental, consequential, punitive or exemplary damages arising under or in connection with the use of the CARFAX Vehicle History Report by Subscriber or its Permitted Users, or the performance of, or failure to perform, any obligations hereunder, even if CARFAX has been advised of the possibility of such damages. Subscriber understands and agrees that CARFAX will have no liability to Subscriber in connection with the CARFAX Vehicle History Report.

Subscriber acknowledges and agrees that the CARFAX Vehicle History Report is a third-party product and/or service and that TRADS does not compile, produce, prepare, report or provide the CARFAX Vehicle History Report. Accordingly, IN NO EVENT SHALL TRADS BE LIABLE IN ANY MANNER WHATSOEVER to Subscriber or other third party FOR ANY CLAIMS, LOSSES, OR LIABILITY OF ANY KIND RELATED TO OR ARISING FROM THE CARFAX VEHICLE HISTORY REPORT.

12. Indemnity; Disclaimer of Warranties; Limitation of Liabilities

Subscriber shall indemnify, defend and hold harmless TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses, including reasonable attorneys' fees and costs, arising out of or in connection with (i) Subscriber's and its Permitted Users' use of TRADS Services or any information derived therefrom, (ii) Subscriber's and its Permitted Users' violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's and its Permitted Users breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed. Subscriber recognizes that TRADS will suffer irreparable harm, and that

monetary damages may be incalculable and/or inadequate in the event that Subscriber retains TRADS data in breach of this Agreement, and therefore, such breach shall be entitled to remedy by injunctive relief, in addition to any and all other relief which may be available at law or at equity.

The TRADS Services are provided "as-is," with no warranties of any kind, whether express, implied in fact or by operation of law, or statutory, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose.

TRADS reserves the right to add new features and/or data sources to the TRADS Services as well as discontinue existing features and/or data sources from time to time, without notice and in its sole discretion. TRADS may not be the source of the data within the TRADS Services, nor is TRADS a comprehensive source of that data. TRADS may also limit or impose restrictions and/or prohibitions on Subscriber's use of some or all of TRADS Services resulting from a modification to a TRADS policy, a modification to a third-party agreement, change in industry standards, security incident, or change in law, rule, or regulation.

TRADS and its representatives, including parents, subsidiaries, and affiliates, shall not be liable to Subscriber or other third parties for, and Subscriber agrees that it and its Permitted Users will not sue for, any claim relating to TRADS' procuring, compiling, collecting, interpreting, reporting, communicating, or delivering TRADS Services.

TRADS' ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE SUBSCRIBER AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEE PAID BY SUBSCRIBER FOR THE TRADS SERVICES OBTAINED WHICH GIVE RISE TO ANY FIRST SUCH CLAIM.

IN NO EVENT SHALL TRADS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ADDITIONALLY, TRADS SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. Relationship

The parties are independent contractors. Nothing in this Subscriber Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, outsourced servicer or joint venture relationship between the parties.

14. Modifications

Modifications to Subscriber Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS.

These Terms and Conditions are subject to change from time to time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof which may be given by any reasonable means, including, but not limited to, posting such changes on the website. Accordingly, Subscriber should periodically review these Terms and Conditions. By continuing to enter the Website, Subscriber acknowledges and agrees that it shall be bound by any such modifications.

15. Subscriber Change

Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application for access to TRADS Services. Notification of any changes shall be sent via email to accountupdate@tlo.com (mailto:accountupdate@tlo.com). Subscriber acknowledges that changes to the business location, classification or other material facts may require additional credentialing review, including but not limited to, a new site visit. TRADS reserves the right to terminate the license to use TRADS Services without further notice, including, upon receipt of any change in Subscriber's status which in TRADS sole discretion would cause the Subscriber to be unable to comply with its obligations under the Agreement.

16. Confidentiality; Reservation of Rights

Subscriber shall (and cause its Permitted Users to) hold in confidence and shall (and shall cause its Permitted Users to) not disclose, in whole or in part, information relating to TRADS' business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Subscriber Agreement, as well as TRADS Services and information derived from the TRADS Services ("Services Information"), and any analyses, compilations and reports derived from any of the foregoing.

Subscriber acknowledges that TRADS has expended considerable time, effort and funds to create, compile and generate the TRADS Services and Services Information. Except for the limited access and use rights granted in the Subscriber Agreement, TRADS and its data sources retain all respective rights, titles and interests in the TRADS Services and Services Information, and Subscriber is not granted any ownership rights or title thereto, whether by estoppel or otherwise. Subscriber shall not (and shall cause its Permitted Users not to) use the TRADS Services or Services Information in any way that may infringe any copyright or other proprietary interests of TRADS or a third party. TRADS shall own Subscriber's search inquiry data used to access the TRADS Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

TRADS and Subscriber acknowledge that they each may have access to confidential information of the disclosing party relating to the disclosing party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions, schematics, trade secrets, and other information (whether written or oral), and in the case of Services Information, product information, pricing information, product development plans, forecasts, the TRADS Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) was known to the receiving party, as demonstrated through its written records, prior to the time of receipt under the Subscriber Agreement and these Terms and Conditions (ii) is or becomes public or available to the general public (through no improper action or inaction by the receiving party); (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who have had no access to such Confidential Information or (iv) was lawfully disclosed to the receiving party by a third-party and received in good faith and without any duty of confidentiality by the receiving party or the third-party. Each receiving party agrees not to disclose any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and

expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

Each party's obligations with respect to Confidential Information shall continue for the term of the Subscriber Agreement and Terms and Conditions and for a period of five (5) years thereafter, provided however, that with respect to trade secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a trade secret. In the event that a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential Information received under this Agreement, such party shall promptly give notice thereof to the other party.

Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.

Each party acknowledges that any breach of any of its obligations with respect to confidentiality or use of Confidential Information hereunder is likely to cause or threaten irreparable harm to the other party. The parties therefore agree that in the event of such breach by either party, the other party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, without the necessity of proving any actual damages sustained by the disclosing party, and without the requirement of bond or security, as well as monetary damages. Moreover, any such award of relief to the discloser of such Confidential Information shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement including, without limitation, attorneys' fees. The parties hereto acknowledge their respective obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agree to adhere to such Laws and Regulations with regard to any technical information and material received under this Agreement.

17. Access/Security Requirements

TRADS Services may only be accessed from within the United States. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber or one of its Permitted Users accesses TRADS Services or Services Information from outside of the United States.

TRADS reserves the right, in its sole discretion, to determine, at a frequency in its sole discretion, the equipment or software required to access the TRADS Services. By way of example and not limitation, requiring that certain web browsers be used for online access to the TRADS Services.

Subscriber and its Permitted Users shall use TRADS Services and Services Information for their exclusive one-time use. Subscriber may not identify TRADS as the source of the Services Information, and the TRADS Services may not be delivered or resold to or filed with third parties. Subscriber shall not, directly or indirectly, use, reproduce, re-transmit, re-publish, resell, license, sublicense, reverse engineer, derive other work from, or transfer TRADS Services, Services Information, and/or any information derived from either, for any purpose other than as expressly permitted in this Agreement.

Subscriber shall not use the TRADS Services and/or Services Information for marketing purposes without the prior written consent of TRADS.

Subscriber must (and, as applicable, must ensure that its Permitted Users): (i) not disclose its TRADS ID(s) and TRADS password(s) to anyone other than its Permitted Users, even if such individuals claim to be employees of TRADS; (ii) secure all devices used to access TRADS Services as well as all hard copies and electronic files of Services Information to prevent unauthorized access; (iii) permanently destroy all hard copies and electronic files of Services Information when no longer needed and when applicable regulation(s) permit destruction; (iv) have their workstations configured to automatically lock after 15 minutes of inactivity, or set online timeout settings for any TRADS Services (including, without limitation, TLOxp®) session to no more than 15 minutes and (v) not access and/or use the TRADS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by TRADS. Any password / TRADS ID issued to a Subscriber is personal and confidential to the Subscriber. If TRADS suspects that any such password / ID is being used by an unauthorized user or a different authorized user to the person to whom it was issued, that password / ID may be cancelled and Subscriber may be liable for additional charges, in accordance with TRADS' then current pricing for the applicable TRADS Services, in respect of any such unauthorized use.

Subscriber and its Permitted Users are authorized to access the TRADS Services and in no event will Subscribers' or its Permitted Users' use of the TRADS Services be considered unauthorized so long as TRADS has not suspended or terminated the TRADS Services with respect to Subscriber. Subscriber's and its Permitted Users' use of the Services Information must comply with the terms of this Agreement. In the event that Subscriber designates Permitted Users in a way that is inconsistent with its Subscriber Agreement or Pricing Supplement or

Subscribers' Permitted Users use the TRADS Services for purposes other than Subscribers' internal business purposes, TRADS reserves the right to immediately suspend or terminate Subscriber's account.

Subscriber represents and warrants that it will conduct, or has conducted, the appropriate level of background screening, including but not limited to, criminal history screening, OFAC verification, and drug testing (where permitted by applicable law), on its Permitted Users prior to access to TRADS Services being granted to its Permitted Users. Subscriber agrees to retain documentation which validates the appropriate level of screening requirements has been completed and allow TRADS to review such documentation upon request. Subscriber further agrees to maintain and follow a written procedure for how it will comply with the screening and permitted user. If the permitted user satisfies the appropriate screening requirements prior to being given access to TRADS Services, but Subscriber subsequently becomes aware of any information that would result in a permitted user failing the appropriate screening requirements, Subscriber shall immediately remove the permitted user's access to TRADS Services

Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or its Permitted Users, whether Subscriber authorized such use or not. Subscriber agrees to ensure all use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or permitted user complies with these online Terms and Conditions, the Subscriber Agreement and applicable law.

Subscriber further agrees to designate an account administrator to ensure compliance with this Agreement by all Permitted Users. Specifically, the account administrator is responsible for (i) allowing only appropriate individuals to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Subscriber and its Permitted Users; (iii) maintaining accurate records of all current Permitted Users with access to TRADS Services, and all former permitted users who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its Permitted Users; (v) ensuring that each of its Permitted Users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a permitted user's access is no longer necessary or a permitted user or is suspected of improper use of TRADS Services. Subscriber will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Subscriber will promptly (but in no event later than within twenty-four hours of the occurrence) notify TRADS at SecurityIncident@TransUnion.com (mailto:SecurityIncident@TransUnion.com) of any breach of security involving the TRADS Services.

Subscriber will (i) limit access to TRADS Services to only to its Permitted Users in connection with the duties and obligations under this Agreement; (ii) advise individuals having access to TRADS Services of the proprietary and confidential nature thereof and of the obligations set forth in the Subscriber Agreement; (iii) safeguard the Services Information using reasonable and appropriate administrative, technical, and physical security safeguards; (iv) track and monitor its access to TRADS Services; (v) prevent any use not in conformance with this Agreement, (vi) maintain records sufficient to demonstrate compliance with its obligations under this Agreement, and (vii) in addition to the obligations set forth herein, Subscriber shall take all commercially reasonable measures to prevent unauthorized access to, or use of, TRADS Services or Services Information by any person or entity.

In the event Subscriber will utilize a third party (by way of example and not limitation, an application service provider, platform provider, integrator, or other network provider) for the purpose of transmitting requests for, receiving, hosting, or otherwise performing processing of any kind related to TRADS Services and/or Services Information, Subscriber shall ensure it has first entered into an agreement with such third party prohibiting such third party's use of, and/or access to, the TRADS Services and Services Information for any purpose other than to the extent necessary to provide such application or network services to Subscriber.

Subscriber shall be solely liable for any of its, Permitted Users, third parties, or other Subscriber agent's or contractor's, actions or omissions, including, but not limited to, any misappropriation or other compromise of TRADS ID's and/or passwords, any misappropriation and/or unauthorized disclosure of TRADS Services and/or Services Information, any security/data breaches (as defined by applicable law), or any misuse of the TRADS Services and/or Services Information in violation of this Agreement or applicable law.

Subscriber shall fully cooperate with TRADS in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any TRADS Services or Services Information. Such cooperation shall include, but not necessarily be limited to, allowing TRADS to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. Subscriber agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, agent's or contractor's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to

comply with applicable law, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TRADS's prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TRADS trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TransUnion.

Furthermore, Subscriber understands and agrees that its third parties, agents and/or contractors shall not be entitled as a third-party beneficiary or otherwise, to take any action or have any recourse against TRADS in respect of any claim based upon any actual or alleged failure to perform under this Agreement.

18. Conflict

If there is a conflict between the terms of the documents constituting the Agreement, the order of precedence is as follows, unless expressly agreed otherwise by TRADS and Subscriber: Pricing Supplement, Terms and Conditions, then Subscriber Agreement.

To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Subscriber Agreement directly against Subscriber.

19. Governing Law; Venue

The Subscriber Agreement and these Terms shall be governed by Delaware law, without reference to its choice of law rules.

Venue for all actions shall be in the United States District Court for the Southern District of Florida or the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. The prevailing party in any action shall be entitled to reasonable attorneys' fees and costs.

20. Survival

All provisions in this Subscriber Agreement that relate to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality of TRADS information, and payment for TRADS Services, shall survive any termination of this Subscriber Agreement.

21. Assignment

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

22. Severability

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

23. Injunctive Relief

Subscriber agrees that any breach by Subscriber of its Subscriber Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek injunctive relief, without having to post a bond, in addition to any and all other remedies available at law or in equity.

Last Updated: January 2019

© Copyright 2020 TransUnion Risk and Alternative Data Solutions, Inc. All Rights Reserved.

TLOxp is provided "as-is", with no warranties, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, currentness, merchantability and fitness for a particular purpose. Free trial offer is for new customers only, may be limited to certain services in our sole discretion, and subject to additional Terms and Conditions. TLOxp contains data governed by law and is subject to new account credentialing, which may include a site inspection and end user terms and conditions. Customer is responsible for the site inspection fee. The length of the free trial will be indicated at the time of the account approval. While unlikely, there may be instances where results may not be delivered instantly or in seconds, including but not limited to factors outside of our reasonable control, such as any force majeure event or internet access or related problems beyond the demarcation point of TransUnion Risk and Alternative Data Solutions, Inc. The TLOxp solution is not provided by a consumer reporting agency and does not constitute a consumer report as these terms are defined by the Fair Credit Reporting Act. 15 U.S.C Section 1651 et seq ("FCRA"). The TLOxp solution may not be used in whole or in part as a factor in establishing an individual's credit worthiness or eligibility for credit or insurance or employment not for any other purpose under the FCRA.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 14, 2020	Execute Agreement	X	**Consent Agenda**	
Subject: Justice Center Restroom Renovation project Change Order No. 1 & No. 2	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	X
	Pass Motion		**2nd Discussion**	
Prepared by: RB	Other		**Other**	
Reviewed by:				

BACKGROUND INFORMATION

On October 29th, 2019 the Board of County Commissioners approved Resolution 2019-773 and executed a contract with Banlin Construction, LLC for the Justice Center Restroom Renovation project in the amount of $247,645.00 plus WSST.

Change Order No. 1 consists of re-arranging the men's and women's restrooms off of Superior Court. The contractor observed when measuring for the new fixtures there was not enough room to meet the ADA requirements. Options were presented including to cut the concrete floor and rearrange the plumbing to accommodate for the ADA requirements; or swap the location of the men's and women's sides. The option of swapping the men's and women's sides was selected. The total cost for Change Order No. 1 is $4,609.77 plus WSST.

Change Order No. 2 consists of painting the doors for all six restrooms. After the contractor completed the demolition of the restrooms, it became apparent the doors were not in the contract to be painted. This would have not fit in with the new colors. The total cost of Change Order No. 2 is $1,544.74 plus WSST.

SUMMARY

Change Order No. 1 and No. 2 have been prepared for the Justice Center Restroom Renovation project.

RECOMMENDATION

Approve the Chairman to sign Change Order No. 1 and No. 2.

FISCAL IMPACT

The total contract amount will increase $$6,154.51 plus WSST for a new contract amount not to exceed $253,799.51 plus WSST.

MOTION

Approve the Chairman to sign Change Order No. 1 and No. 2 with Banlin Construction LLC for the Justice Center Restroom Renovation project.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 1 AND NO. 2 WITH BANLIN CONSTRUCTION, LLC FOR THE JUSTICE CENTER RESTROOM RENOVATION PROJECT

WHEREAS, on October 29th, 2019 the Board of County Commissioners approved Resolution 2019-773 and executed a contract with Banlin Construction, LLC for the Justice Center Restroom Renovation project in the amount of $247,645.00 plus WSST; and

WHEREAS, unforeseen items have arisen that require changes in the work in order to complete the project; and

WHEREAS, the Public Works Manager has negotiated a fair and reasonable price for Change Order No. 1 in a total amount of $4,609.77 plus WSST and Change Order No. 2 in a total amount of $1,544.74 plus WSST; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2012-677) requires Board of County Commissioners approval for change orders on public works projects other than road construction; and

WHEREAS, the Public Works Manager recommends that these changes be approved; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 1 and Change Order No. 2 with Banlin Construction, LLC for the Justice Center Restroom Renovation project and authorizes the Chairman of the Board to sign Change Order No. 1 and Change Order No. 2, attached hereto, to the contract executed by Resolution 2019-773; and

BE IT FURTHER RESOLVED, the contract time will not increase; and

BE IT FURTHER RESOLVED, the total contract amount will increase $6,154.51 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed $253,799.51 plus WSST.

Dated this 14th day of January, 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Facilities
c: Auditor

R. Blain

CONTRACT CHANGE ORDER PROPOSAL (COP)	Benton County Justice Center Restroom Reno. PROJECT TITLE	COP No. 1

TO: Banlin Construction (CONTRACTOR) **PROPOSAL REQUEST DATE:** 11/19/2019

DETAILED CHANGE DESCRIPTION:
The Contractor will revise existing women's restroom 'B' to become new men's restroom 'B' and existing men's restroom 'B' to become new women's restroom 'B' due to unforeseen existing waste line configuration within existing plumbing wall.

DATE PROPOSAL REQ'D: 11/26/2019 **PROPOSAL REQUESTED BY:** Architect

CHANGE ORIGINATOR: Contractor

TO: Wave Design Group (A/E) **TO:** Benton County

CONTRACTOR AGREES TO PERFORM ALL CHANGES IN THE WORK DESCRIBED PROPOSAL REQUEST FOR:

___ NO CHANGE x INCREASE ___ DECREASE	**TO CONTRACT SUM OF:**	$	4,609.77

COST ESTIMATE DETAIL SHEETS ARE INCLUDED HEREWITH.

x NO CHANGE ___ INCREASE ___ DECREASE	**TO CONTRACT TIME OF:**	0	CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.
We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of the COP into a Change Order.

Banlin Construction	Riley O.	11/20/2019
CONTRACTOR	SIGNATURE	DATE

TO: Benton County's Authorizing Signator
We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Wave Design Group	11/22/19	Michael A. Corbin
A/E	DATE	SIGNATURE
Benton County	1-6-20	
AGENCY	DATE	SIGNATURE

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 001

TO: Wave Architecture
418 N Kellogg St, Suite B
Kennewick, WA 99336

ATTN: Mike Corbin

PROJECT NAME: Benton County Justice Center Restroom Renovation

CONTRACT #:

PROJECT NO:

DATE: 11/20/2019

VIA: Email

FROM: Riley Ollero

CP DESCRIPTION

Provide pricing as described in COP 01 - Restroom B Switch.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	001
The total additional cost for this COP	$4,609.77
The total credit for this COP	$0.00
COP Grand Total	$4,609.77
This Change Proposal is good through:	
The schedule effect of this change is:	0 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Riley O. — 11/20/2019

SUBMITTED BY: Riley Ollero; Project Manager — DATE

Michael A. Corbin — 11/22/19

APPROVED BY: Mike Corbin, Wave Architecture — DATE

APPROVED BY: Benton County — DATE

CONTRACT CHANGE ORDER PROPOSAL (COP)	BCJC RESTROOM RENOVATION PROJECT TITLE	COP No. 2

TO: Banlin Construction (CONTRACTOR) **PROPOSAL REQUEST DATE:** 12/5/2019

DETAILED CHANGE DESCRIPTION:
The Contractor will prepare and paint existing restroom doors and frames in colors as directed by Owner and Architect in Restrooms A, B, and C for both genders.

DATE PROPOSAL REQ'D: 12/12/2019 **PROPOSAL REQUESTED BY:** Architect

CHANGE ORIGINATOR: Owner

TO: Wave Design Group (A/E) **TO:** Benton County

CONTRACTOR AGREES TO PERFORM ALL CHANGES IN THE WORK DESCRIBED PROPOSAL REQUEST FOR:

___ NO CHANGE x INCREASE ___ DECREASE	**TO CONTRACT SUM OF:**	$	1,544.74

COST ESTIMATE DETAIL SHEETS ARE INCLUDED HEREWITH.

x NO CHANGE ___ INCREASE ___ DECREASE	**TO CONTRACT TIME OF:**	____	CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.
We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of the COP into a Change Order.

Banlin Construction	Riley/O	12/20/2019
CONTRACTOR	SIGNATURE	DATE

TO: Benton County's Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Wave Design Group	1/6/2020	Michael A. Corbin
A/E	DATE	SIGNATURE
Benton County	1-6-20	
AGENCY	DATE	SIGNATURE

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 002

TO: Wave Architecture
418 N Kellogg St, Suite B
Kennewick, WA 99336

ATTN: Mike Corbin

PROJECT NAME: Benton County Justice Center Restroom Renovation

CONTRACT #:

PROJECT NO:

DATE: 12/20/2019

VIA: Email

FROM: Riley Ollero

CP DESCRIPTION

Paint restroom doors and frames as described in COP 02.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	002
The total additional cost for this COP	$1,544.74
The total credit for this COP	$0.00
COP Grand Total	$1,544.74
This Change Proposal is good through:	
The schedule effect of this change is:	0 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Riley O. — 12/20/2019

SUBMITTED BY: Riley Ollero; Project Manager — DATE

Michael A. Corbin — 1/6/2020

APPROVED BY: Mike Corbin, Wave Architecture — DATE

APPROVED BY: Benton County — DATE

AGENDA ITEM		TYPE OF ACTION			
Meeting Date :	January 14, 2020	Execute Contract :	x	Consent Agenda :	x
Subject :	Purchase agreement for kitchen and janitorial products	Pass Resolution :	x	Public Hearing :	
Prepared by :	KAE	Pass Ordinance :		1st Discussion :	
Reviewed by :		Pass Motion :		2nd Discussion :	
		Other :		Other :	

BACKGROUND INFORMATION

In prior years, the janitorial contract has included the kitchen and restroom paper products. It was included in the bid, which limited the County on quality of products, competitive pricing of the products, and the stocking of the dispensers. This contract gives the County more control over all those aspects.

SUMMARY

We have separated out the kitchen and janitorial paper products from the janitorial contract. This gives us more control over purchasing and pricing options.

RECOMMENDATION

Approve the resolution awarding and executing the purchasing agreement for Kitchen and Restroom Paper Products.

FISCAL IMPACT

Up to $239,696.05 over a 36 term.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND EXECUTING A VENDOR PURCHASING AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND WAXIE SANITARY SUPPLY FOR THE PURCHASE AND DELIVERY OF RESTROOM AND KITCHEN PAPER PRODUCTS

WHEREAS, on December 11th, 2019 an Invitation to Bid for the purchase and delivery of restroom and kitchen paper products was posted in the Prosser Record-Bulletin, the Invitation for Bids was posted on the Benton County website, and was emailed directly to suppliers; and

WHEREAS, bids were received until 2:00 p.m. on December 31, 2019 at the Benton County Justice Center and the following bids were received and opened:

1. Waxie Sanitary Supply (UBI #602044761) - $239,696.05
2. Crown Paper (UBI # 601934973) - $259,941.00

WHEREAS, Waxie Sanitary Supply was determined to be the lowest responsible bidder; and

WHEREAS, the Facilities Manager recommends that Benton County award and enter into a contract for the purchase and delivery of restroom and kitchen paper products for all Benton County locations with Waxie Sanitary Supply in the amount not to exceed $239,696.05 plus Washington State Sales Tax (WSST) for a 36 month period; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation to award and enter into a contract for the purchase and delivery of restroom and kitchen paper products for all Benton County locations with Waxie Sanitary Supply in the amount not to exceed $239,696.05 plus WSST; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached contract in the amount not to exceed $239,696.05 plus WSST; and

BE IT FURTHER RESOLVED, the attached 36 month contract shall begin immediately upon execution by both parties and expire on February 2, 2023.

Dated this ____ day of _____, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

K. Engle

Orig: Facilities
Cc: Auditors

Project: Kitchen and restroom paper products for Benton County CB19-21	Waxie Sanitary Supply		Crown Paper
Due date: December 31, 2019	3808 N. Sullivan Rd. Building 25 Suite C		100 Avery St.
	Spokane Valley, WA 99216		Walla Walla, WA 99362

Items:	Single item	Monthly estimate	Yearly total		Single item	Monthly estimate	Yearly total
Tork toilet paper	x1	x30	x12		x1	x30	x12
Year 1	$ 27.38	$ 821.40	$ 9,856.80		$ 34.40	$ 1,032.00	$ 12,384.00
Year 2	$ 28.22	$ 846.60	$ 10,159.20		$ 35.40	$ 1,062.00	$ 12,744.00
Year 3	$ 29.09	$ 872.70	$ 10,472.40		$ 36.40	$ 1,092.00	$ 13,104.00
Roll towels KC 1040	x1	x12	x12		x1	x12	x12
Year 1	$ 60.55	$ 726.60	$ 8,719.20		$ 66.20	$ 794.40	$ 9,532.80
Year 2	$ 62.42	$ 749.04	$ 8,988.48		$ 68.20	$ 818.40	$ 9,820.80
Year 3	$ 64.35	$ 772.20	$ 9,266.40		$ 70.30	$ 843.60	$ 10,123.20
C Fold/multifold KC 1804	x1	x30	x12		x1	x30	x12
Year 1	$ 22.29	$ 668.70	$ 8,024.40		$ 23.60	$ 708.00	$ 8,496.00
Year 2	$ 22.98	$ 689.40	$ 8,272.80		$ 24.30	$ 729.00	$ 8,748.00
Year 3	$ 23.69	$ 710.70	$ 8,528.40		$ 24.50	$ 735.00	$ 8,820.00
Tork Multifold Peak serve	x1	x50	x12		x1	x50	x12
Year 1	$ 40.70	$ 2,035.00	$ 24,420.00		$ 39.70	$ 1,985.00	$ 23,820.00
Year 2	$ 41.96	$ 2,098.00	$ 25,176.00		$ 40.90	$ 2,045.00	$ 24,540.00
Year 3	$ 43.26	$ 2,163.00	$ 25,956.00		$ 44.00	$ 2,200.00	$ 26,400.00
Feminine waxed liner	x1	x2	x12		x1	x2	x12
Year 1	$ 13.90	$ 27.80	$ 333.60		$ 18.00	$ 36.00	$ 432.00
Year 2	$ 14.33	$ 28.66	$ 343.92		$ 18.50	$ 37.00	$ 444.00
Year 3	$ 14.77	$ 29.54	$ 354.48		$ 19.00	$ 38.00	$ 456.00

Toilet seat covers	**x1**	**x12**	**x12**		**x1**	**x12**	**x12**
Year 1	$ 32.80	$ 393.60	$ 4,723.20		$ 32.40	$ 388.80	$ 4,665.60
Year 2	$ 33.81	$ 405.72	$ 4,868.64		$ 33.40	$ 400.80	$ 4,809.60
Year 3	$ 34.86	$ 418.32	$ 5,019.84		$ 34.40	$ 412.80	$ 4,953.60
Scott foam undersink soap	**x1**	**x12**	**x12**		**x1**	**x12**	**x12**
Year 1	$ 33.86	$ 406.32	$ 4,875.84		$ 34.60	$ 415.20	$ 4,982.40
Year 2	$ 34.72	$ 416.64	$ 4,999.68		$ 35.60	$ 427.20	$ 5,126.40
Year 3	$ 35.79	$ 429.48	$ 5,153.76		$ 36.70	$ 440.40	$ 5,284.80
Foam soap wall mounted	**x1**	**x12**	**x12**		**x1**	**x12**	**x12**
Year 1	$ 41.34	$ 496.08	$ 5,952.96		$ 36.60	$ 439.20	$ 5,270.40
Year 2	$ 42.62	$ 511.44	$ 6,137.28		$ 37.70	$ 452.40	$ 5,428.80
Year 3	$ 43.94	$ 527.28	$ 6,327.36		$ 38.80	$ 465.60	$ 5,587.20
Liquid soap pour in gallon size	**x1**	**x5**	**x12**		**x1**	**x5**	**x12**
Year 1	$ 27.49	$ 137.45	$ 1,649.40		$ 5.90	$ 29.50	$ 354.00
Year 2	$ 28.34	$ 141.70	$ 1,700.40		$ 6.00	$ 30.00	$ 360.00
Year 3	$ 29.22	$ 146.10	$ 1,753.20		$ 6.10	$ 30.50	$ 366.00
Trash can liners							
40x46	**x1**	**x15**	**x12**		**x1**	**x15**	**x12**
Year 1	$ 19.37	$ 290.55	$ 3,486.60		$ 22.40	$ 336.00	$ 4,032.00
Year 2	$ 19.97	$ 299.55	$ 3,594.60		$ 23.00	$ 345.00	$ 4,140.00
Year 3	$ 20.59	$ 308.85	$ 3,706.20		$ 23.70	$ 355.50	$ 4,266.00
24x32	**x1**	**x12**	**x12**		**x1**	**x12**	**x12**
Year 1	$ 18.57	$ 222.84	$ 2,674.08		$ 37.30	$ 447.60	$ 5,371.20
Year 2	$ 19.14	$ 229.68	$ 2,756.16		$ 38.40	$ 460.80	$ 5,529.60
Year 3	$ 19.73	$ 236.76	$ 2,841.12		$ 39.50	$ 474.00	$ 5,688.00
43x47	**x1**	**x6**	**x12**		**x1**	**x6**	**x12**
Year 1	$ 24.09	$ 144.54	$ 1,734.48		$ 28.70	$ 172.20	$ 2,066.40

Year 2	$ 24.84	$ 149.04	$ 1,788.48		$ 29.50	$ 177.00	$ 2,124.00
Year 3	$ 25.61	$ 153.66	$ 1,843.92		$ 30.40	$ 182.40	$ 2,188.80
50x65	**x1**	**x4**	**x12**		**x1**	**x4**	**x12**
Year 1	$ 21.94	$ 87.76	$ 1,053.12		$ 50.40	$ 201.60	$ 2,419.20
Year 2	$ 22.62	$ 90.48	$ 1,085.76		$ 51.90	$ 207.60	$ 2,491.20
Year 3	$ 23.32	$ 93.28	$ 1,119.36		$ 53.50	$ 214.00	$ 2,568.00
Total for year 1 combined			$ 77,503.68				$ 83,826.00
Total for year 2 combined			$ 79,871.40				$ 86,306.40
Total for year 3 combined			$ 82,342.44				$ 89,805.60
Total for 36 month contract			**$ 239,717.52**				**$ 259,938.00**

NON-COLLUSION

By signing the Bid Form, Vendor certifies that the bid submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

ANTI-DISCRIMINATION

By signing the Bid Form, Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

BID FORM

	Single Item	Monthly est.	Yearly total x12
Toilet Paper: Tork Universal 16 00 90 High Capacity Roll with Opticore			
Year 1	1@ $27.38	x30=$821.40	x12= $9,856.80
Year 2	1@ $28.22	x30= $846.80	x12= $10,161.65
Year 3	1@ $29.09	x30= $872.78	x12= $10,473.40
Roll Towels: KC01040 12/800'			
Year 1	1@ $60.55	x12=$726.60	x12= $8,719.20
Year 2	1@ $62.42	x12= $749.04	x12= $8,988.48
Year 3	1@ 64.35	x12= $772.20	x12= $9,266.40
C-Fold/Multifold Towels: KC01804 20/200			
Year 1	1@ $22.29	x30=$668.70	x12= $8,024.40
Year 2	1@ $22.98	x30= $689.40	x12= $8,272.80
Year 3	1@ $23.69	x30= $710.70	x12= $8,528.40
C-Fold/Multifold Towels: Tork PeakServe			
Year 1	1@ $40.70	x50=$2,035.00	x12= $24,420.00
Year 2	1@ $41.96	x50= $2,098.00	x12= $25,176.00
Year 3	1@ $43.26	x50=$2163.00	x12= $25,956.00

Feminine Product Waxed Liner: Brand Undesignated: Waxed Kraft Liners 500/case #820765

Year 1	1@ $13.90	x2= $27.80	x12= $333.60
Year 2	1@ $14.33	x2= $28.66	x12= $343.92
Year 3	1@ $14.77	x2= $29.54	x12= $354.48

Toilet Seat Covers: Half fold - Brand undesignated: WAXIE Toilet Seat Cover 20/250 #851530

Year 1	1@ $32.80	x12= $393.60	x12= $4,723.20
Year 2	1@ $33.81	x12= $405.72	x12= $4,868.64
Year 3	1@ $34.86	x12= $418.32	x12= $5,019.84

Foam Soap – under sink mount: Scott 11285 1.5 L x2 box - Dye and fragrance free

Year 1	1@ $33.86	x12= $404.16	x12= $4,849.92
Year 2	1@ $34.72	x12= $416.64	x12= $4,999.68
Year 3	1@ $35.79	x12= $429.48	x12= $5,153.76

Foam Soap – wall mounted: Brand undesignated - Dye and fragrance free: EZ Foam 6/1000ml #383030

Year 1	1@ $41.34	x12= $496.08	x12= $5,952.96
Year 2	1@ $42.62	x12= $511.44	x12= $6,137.28
Year 3	1@ $43.94	x12= $527.28	x12= $6,327.26

Pour in Liquid Soap – Gallons: Brand Undesignated: WAXIE Green Lotioned Hand Soap 4/1gal #380244

Year 1	1@ $27.49	x5= $137.45	x12= $1,649.40
Year 2	1@ $28.34	x5= $141.70	x12= $1,700.40
Year 3	1@ $29.22	x5= $146.08	x12= $1,752.99

Trash Can Liners: Brands undesignated

40x46 - 1.5mil minimum black: WAXIE 40x46 1.5mil black 10/10 100/case #705115

Year 1	1@ $19.37	x15= $290.55	x12= $3,486.60
Year 2	1@ $19.97	x15= $299.55	x12= $3,594.60
Year 3	1@ $20.59	x15= $308.85	x12= $3,706.20

24x32 - 1mil minimum black: WAXIE 24.32 1mil black 250/case #707071

Year 1	1@ 18.57	x12= $222.84	x12= 2,674.08
Year 2	1@ $19.14	x12= $229.68	x12= $2,756.16
Year 3	1@ $19.73	x12= $236.76	x12= $2,841.12

43x47 – 1.5mil minimum black: WAXIE 43x47 1.5mil black 100/case #703082

Year 1	1@ $24.09	x6= $144.54	x12= $1,734.48
Year 2	1@ $24.84	x6= $149.04	x12= $1,788.48
Year 3	1@ $25.61	x6= $153.66	x12= $1,843.92

50x65 – 3mil minimum black: WAXIE 49x60 3mil black 60 gal 25/case #700950

Year 1	1@ $21.94	x4= $87.76	x12= $1,053.12
Year 2	1@ $22.62	x4= $90.48	x12= $1,085.76
Year 3	1@ $23.32	x4= $93.28	x12= $1,119.36

Total of all the year 1 combined - $ $77,477.76

Total of all the year 2 combined - $ $79,873.98

Total of all the year 3 combined - $ $82,344.31

Total of contract (all 3 years) - $ $239,696.05

Bidding Company Name: WAXIE Sanitary Supply

Address: 3808 N. Sullivan Rd. Building #25 Suite C Spokane Valley, WA. 99216

Email: asari@waxie.com

Phone No.: (509) 998-3502

UBI No.: #602044761

Printed Name of Company Representative: Alexander Sari

Title: Sales Consultant

Signature: Alex Sari Date: 12/26/19

NON-COLLUSION

By signing the Bid Form, Vendor certifies that the bid submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

ANTI-DISCRIMINATION

By signing the Bid Form, Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

BID FORM

	Single Item	Monthly est.	Yearly total x12
Toilet Paper: Tork Universal 16 00 90 High Capacity Roll with Opticore			
Year 1	1@ 34.40	x30= 1032.00	x12= 12,384.00
Year 2	1@ 35.40	x30= 1062.00	x12= 12,744.00
Year 3	1@ 36.40	x30= 1092.00	x12= 13,104.00
Roll Towels: KC01040 12/800'			
Year 1	1@ 66.20	x12= 794.40	x12= 9532.80
Year 2	1@ 68.20	x12= 818.40	x12= 9820.80
Year 3	1@ 70.30	x12= 843.60	x12= 10123.20
C-Fold/Multifold Towels: KC01804 20/200			
Year 1	1@ 23.60	x30= 708.00	x12= 8496.00
Year 2	1@ 24.30	x30= 729.00	x12= 8748.00
Year 3	1@ 24.50	x30= 735.00	x12= 8820.00
C-Fold/Multifold Towels: Tork PeakServe			
Year 1	1@ 39.70	x50= 1985	x12= 23820.00
Year 2	1@ 40.90	x50= 2045	x12= 24540.00
Year 3	1@ 44.00	x50= 2200	x12= 26,400

CONTRACT PROVISIONS CB 19-21

PURCHASE AND DELIVERY OF RESTROOM AND KITCHEN PAPER PRODUCTS

Feminine Product Waxed Liner: Brand Undesignated: Sani Sack AM 77

Year 1	1@ 18.00	x2= 36	x12= 432.00
Year 2	1@ 18.50	x2= 37	x12= 444.00
Year 3	1@ 19.00	x2= 38	x12= 456.00

Toilet Seat Covers: Half fold - Brand undesignated: WenSeat

Year 1	1@ 32.40	x12= 388.80	x12= 4665.60
Year 2	1@ 33.40	x12= 400.80	x12= 4809.60
Year 3	1@ 34.40	x12= 412.80	x12= 4956.60

Foam Soap – under sink mount: Scott 11285 1.5 L x2 box - Dye and fragrance free

Year 1	1@ 34.60	x12= 415.20	x12= 4982.40
Year 2	1@ 35.60	x12= 427.20	x12= 5126.40
Year 3	1@ 36.70	x12= 440.40	x12= 5284.80

Foam Soap – wall mounted: Brand undesignated - Dye and fragrance free: Kutol K68641

Year 1	1@ 36.60	x12= 439.20	x12= 5270.40
Year 2	1@ 37.70	x12= 452.40	x12= 5428.80
Year 3	1@ 38.80	x12= 465.60	x12= 5587.20

Pour in Liquid Soap – Gallons: Brand Undesignated: White Pearl FCWP-GL

Year 1	1@ 5.90	x5= 2950	x12= 354.00
Year 2	1@ 6.00	x5= 30.00	x12= 360.00
Year 3	1@ 6.10	x5= 30.50	x12= 366.00

Trash Can Liners: Brands undesignated

40x46 - 1.5mil minimum black: AR1049CR

Year 1	1@ 22.40	x15= 336.00	x12= 4032.00
Year 2	1@ 23.00	x15= 345.00	x12= 4140.00
Year 3	1@ 23.70	x15= 355.50	x12= 4266.00

24x32 - 1mil minimum black: RB132090F

Year 1	1@ 37.30	x12= 447.60	x12= 5371.20
Year 2	1@ 38.40	x12= 460.80	x12= 5529.60
Year 3	1@ 39.50	x12= 474.00	x12= 5688.00

43x47 – 1.5mil minimum black: RBI 47150CR

Year 1	1@ 28.70	x6= 172.20	x12= 2066.40
Year 2	1@ 29.50	x6= 177.00	x12= 2124.00
Year 3	1@ 30.40	x6= 182.40	x12= 2188.80

50x65 – 3mil minimum black: AR 50653

Year 1	1@ 50.40	x4= 201.60	x12= 2419.20
Year 2	1@ 51.90	x4= 207.60	x12= 2491.20
Year 3	1@ 53.50	x4= 214.00	x12= 2568.00

Total of all the year 1 combined -	$ 83,826.00
Total of all the year 2 combined -	$ 86,306.40
Total of all the year 3 combined -	$ 89,808.60
Total of contract (all 3 years) -	$ 259,941.00

Bidding Company Name: Crown Paper

Address: 100 Avery Street
Walla Walla WA 99362

Email: dflorea@walterenelson.com

Phone No.: 509-629-2756

UBI No.:

Printed Name of Company Representative: David Florea

Title: Account Manager

Signature: Date: 12-31-19

VENDOR PURCHASING AGREEMENT

This Agreement 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 **Waxie Sanitary Supply** 3808 N. Sullivan Rd. Building #25 Suite C, Spokane Valley, WA 99216 (hereinafter "Vendor).

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Purchase and Delivery of Restroom and Kitchen Paper Products CB-19-21*** in accordance with its bid dated December 26, 2019 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchasing the quantity of products provided in Exhibit A, but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.

2. The Vendor's bid for ***Purchase and Delivery of Restroom and Kitchen Paper Products CB-19-21***, and corresponding documents, all of which are on file in the office of the Benton County Administrative offices, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit B with an overall Agreement amount not to exceed Two Hundred Thirty-Nine Thousand Six Hundred Ninety-Six and Five cents ($239,696.05) excluding Washington State Sales Tax (WSST). A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.

4. All deliveries shall be made to the Facilities Shop 7110-B W. Okanogan Place, Kennewick, WA 99336 between the hours of 7:00am and 4:00pm Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Vendor shall call the County representative when Vendor's representative is approx. 20 minutes out from delivery time.

5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Vendor: Alexander Sari
3808 N. Sullivan Rd. Building #25 Suite C
Spokane Valley, WA 99216
509-998-3502
asari@waxie.com

b. For County: Kirk Engle, Facilities Manager
Jeff Jones, Assistant Facilities Manager
7122 W. Okanogan Place
Kennewick, WA 99336
509-222-2309 Office
509-221-8893 Cell 1
509-212-1490 Cell 2
Kirk.engle@co.benton.wa.us
Jeff.Jones@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

8. This Agreement shall commence immediately upon execution by both parties and shall continue until February 2, 2023.

9. The Vendor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Vendor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

10. Insurance:

a. Workers Compensation: Vendor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation and employers liability.

If Vendor, subvendor, or sub-subvendor fails to comply with all State of Washington workers compensation statutes and regulations and County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the County, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor's commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Vendor shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$500,000 Each Accident
$500,000 Policy Limit for Disease
$500,000 Each Employee for Disease

c. **Automobile Liability**: The Vendor shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Vendor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one

million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. Vendor's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the County shall be excess and not contributory to Vendor's insurance policies.

2. The Vendor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or agents.

4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. Vendor hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Vendor enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the Vendor, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the County, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the County. Any insurance or self-insurance maintained by the County, its elected and appointed officials, employees and agents shall be excess of the Vendor's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 5.

3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.

4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

13. The County, to the extent permitted by law, and the Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

14. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

16. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement Representatives Section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. During the term of the contract, should the Vendor realize any declines at the manufacturers level, or cost reductions, the Vendor shall immediately request an amendment to the Contract to reflect such changes. Price decreases may be considered and implemented at any time upon mutual consent of the parties.

19. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2020.

Date: _____

BENTON COUNTY

_____
Chairman Date
Benton County Board of County Commissioners

Approved as To Form:

By: _____
Eric Andrews, Deputy Prosecuting Attorney
Benton County, Washington

Date: 1/7/2020

WAXIE SANITARY SUPPLY

_____
Signature

SALES CONSULTANT
Title:

ALEX SAIZI
PRINTED NAME

Orig: File – CB 19-21
cc. Facilities

NON-COLLUSION

By signing the Bid Form, Vendor certifies that the bid submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

ANTI-DISCRIMINATION

By signing the Bid Form, Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

BID FORM

	Single Item	Monthly est.	Yearly total x12
Toilet Paper: Tork Universal 16 00 90 High Capacity Roll with Opticore			
Year 1	1@ $27.38	x30=$821.40	x12= $9,856.80
Year 2	1@ $28.22	x30= $846.80	x12= $10,161.65
Year 3	1@ $29.09	x30= $872.78	x12= $10,473.40
Roll Towels: KC01040 12/800'			
Year 1	1@ $60.55	x12=$726.60	x12= $8,719.20
Year 2	1@ $62.42	x12= $749.04	x12= $8,988.48
Year 3	1@ 64.35	x12= $772.20	x12= $9,266.40
C-Fold/Multifold Towels: KC01804 20/200			
Year 1	1@ $22.29	x30=$668.70	x12= $8,024.40
Year 2	1@ $22.98	x30= $689.40	x12= $8,272.80
Year 3	1@ $23.69	x30= $710.70	x12= $8,528.40
C-Fold/Multifold Towels: Tork PeakServe			
Year 1	1@ $40.70	x50= $2,035.00	x12= $24,420.00
Year 2	1@ $41.96	x50= $2,098.00	x12= $25,176.00
Year 3	1@ $43.26	x50= $2163.00	x12= $25,956.00

Feminine Product Waxed Liner: Brand Undesignated: Waxed Kraft Liners 500/case #820765

Year 1	1@ $13.90	x2= $27.80	x12= $333.60
Year 2	1@ $14.33	x2= $28.66	x12= $343.92
Year 3	1@ $14.77	x2= $29.54	x12= $354.48

Toilet Seat Covers: Half fold - Brand undesignated: WAXIE Toilet Seat Cover 20/250 #851530

Year 1	1@ $32.80	x12= $393.60	x12= $4,723.20
Year 2	1@ $33.81	x12= $405.72	x12= $4,868.64
Year 3	1@ $34.86	x12= $418.32	x12= $5,019.84

Foam Soap – under sink mount: Scott 11285 1.5 L x2 box - Dye and fragrance free

Year 1	1@ $33.86	x12= $404.16	x12= $4,849.92
Year 2	1@ $34.72	x12= $416.64	x12= $4,999.68
Year 3	1@ $35.79	x12= $429.48	x12= $5,153.76

Foam Soap – wall mounted: Brand undesignated - Dye and fragrance free: EZ Foam 6/1000ml #383030

Year 1	1@ $41.34	x12= $496.08	x12= $5,952.96
Year 2	1@ $42.62	x12= $511.44	x12= $6,137.28
Year 3	1@ $43.94	x12= $527.28	x12= $6,327.26

Pour in Liquid Soap – Gallons: Brand Undesignated: WAXIE Green Lotioned Hand Soap 4/1gal #380244

Year 1	1@ $27.49	x5= $137.45	x12= $1,649.40
Year 2	1@ $28.34	x5= $141.70	x12= $1,700.40
Year 3	1@ $29.22	x5= $146.08	x12= $1,752.99

Trash Can Liners: Brands undesignated

40x46 - 1.5mil minimum black: WAXIE 40x46 1.5mil black 10/10 100/case #705115

Year 1	1@ $19.37	x15= $290.55	x12= $3,486.60
Year 2	1@ $19.97	x15= $299.55	x12= $3,594.60
Year 3	1@ $20.59	x15= $308.85	x12= $3,706.20

24x32 - 1mil minimum black: WAXIE 24.32 1mil black 250/case #707071

Year 1	1@ 18.57	x12= $222.84	x12= 2,674.08
Year 2	1@ $19.14	x12= $229.68	x12= $2,756.16
Year 3	1@ $19.73	x12= $236.76	x12= $2,841.12

43x47 – 1.5mil minimum black: WAXIE 43x47 1.5mil black 100/case #703082

Year 1	1@ $24.09	x6= $144.54	x12= $1,734.48
Year 2	1@ $24.84	x6= $149.04	x12= $1,788.48
Year 3	1@ $25.61	x6= $153.66	x12= $1,843.92

50x65 – 3mil minimum black: WAXIE 49x60 3mil black 60 gal 25/case #700950

Year 1	1@ $21.94	x4= $87.76	x12= $1,053.12
Year 2	1@ $22.62	x4= $90.48	x12= $1,085.76
Year 3	1@ $23.32	x4= $93.28	x12= $1,119.36

Total of all the year 1 combined - $ $77,477.76

Total of all the year 2 combined - $ $79,873.98

Total of all the year 3 combined - $ $82,344.31

Total of contract (all 3 years) - $ $239,696.05

Bidding Company Name: WAXIE Sanitary Supply

Address: 3808 N. Sullivan Rd. Building #25 Suite C Spokane Valley, WA. 99216

Email: asari@waxie.com

Phone No.: (509) 998-3502

UBI No.: #602044761

Printed Name of Company Representative: Alexander Sari

Title: Sales Consultant

Signature: Alex Sari Date: 12/26/19

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO HOBART FOR SERVICE PERFORMED ON JAIL KITCHEN EQUIPMENT

WHEREAS, the Benton County Jail required repair to kitchen equipment that initially appeared to be warranty work and Hobart Service was called for the repairs; and

WHEREAS, Hobart Service determined the repairs required were caused by deliberate damage to the equipment and were not covered under warranty and upon further review, the Facilities Department agreed with that assessment; and

WHEREAS, Benton County does not have a service contract with Hobart but due to the urgent nature of the matter, the Facilities Department authorized the repairs and the Facilities Manager recommends the Board approve payment to Hobart Service;

NOW, THEREFORE, BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes payment for invoices attached to Hobart Service for repair and service to the Steamer, Tilt Skillet, and Proofer in the jail kitchen in the amount of $857.79 including WSST.

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

cc: Facilities; Auditor

T. Jones

HOBART SERVICE

Invoice

Invoice # .....: 34282319
Originating Invoice # .....:
Customer PO # .....:
PO Date .....:
Invoice Date .....: 10/28/2019
Page .....: 1 of 2
Customer Account .....: 1237485
Store # .....:
Terms Of Payment.....: N30
Due Date.....: 11/27/2019

9922 E. Montgomery STE# 15
Spokane, WA 99206

1-888-4Hobart

Bill To
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
US

Ship To
1237485
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
USA

Service Order #: 75377243

Equipment: TILTING BRAISING PAN, S/N# 463029150

Labor

Service Date	Description	Hours	Unit Price	Total
10/28/2019	Spokane M-F 8-5 Labor Charge	0.25 $	106.00 $	26.50
			Labor Subtotal: $	26.50

Technician Notes

Unit not operating correctly and flames come out of the front of unit under pan. This happened after something was left under the pan as it was being lowered and a burner got knocked off the orifice. Re-installed burner on orifice and straightened mounting tab. Damaged equipment due to operator error is not covered under warranty. THANK YOU.

Equipment: 10 PAN GAS CONVECTION STEAMER, S/N# 463026891

Labor

Service Date	Description	Hours	Unit Price	Total
10/28/2019	Spokane M-F 8-5 Labor Charge	0.50 $	106.00 $	53.00
10/28/2019	Standard	1.25	0.00	0.00
			Labor Subtotal: $	53.00

Other

Description	Qty	Unit Price	Total
Travel Charge	1.00 $	132.00 $	132.00
Service Supplies OPXX	1.00	9.80	9.80

HOBART SERVICE

Invoice

9922 E. Montgomery STE# 15
Spokane, WA 99206

1-888-4Hobart

Invoice # .....: 34282319
Originating Invoice # .....:
Customer PO # .....:
PO Date .....:
Invoice Date.....: 10/28/2019
Page .....: 2 of 2
Customer Account .....: 1237485
Store # .....:
Terms Of Payment.....: N30
Due Date.....: 11/27/2019

Bill To
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
US

Ship To
1237485
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
USA

Service Date	Description	Hours	Unit Price	Total
			Other Subtotal: $	141.80

Technician Notes

Steamer plug in broke receptacle and verified operation. Service supplies charge of $9.80 is for replacement receptacle. Damaged equipment by operating personal is not covered under warranty. THANK YOU.

Date	Customer Name	Signature
10/28/2019	Patrick	

Invoice # .....:34282319
Terms Of Payment.:N30
Due Date.....:11/27/2019
Customer Account: 1237485

Subtotal	$	221.30
Taxes .....:		19.03
Invoice Total	$	240.33
Payments .....:		0.00
Total due	$	240.33

Please submit your payment to:
Hobart Service; ITW Food Equipment Group LLC
P O BOX 2517
Carol Stream, IL 60132-2517

Sales of Hobart Service products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.hobartservice.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by Hobart Service or acceptance of delivery of products constitutes your acceptance of the Terms.

HOBART SERVICE

Invoice

Invoice # .....: 34306379
Originating Invoice #.....:
Customer PO #.....:
PO Date.....:
Invoice Date.....: 11/14/2019
Page .....: 1 of 1
Customer Account .....: 1237485
Store # .....:
Terms Of Payment.....: N30
Due Date.....: 12/14/2019

9922 E. Montgomery STE# 15
Spokane, WA 99206

1-888-4Hobart

Bill To
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
US

Ship To
1237485
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
USA

Service Order #: 75388871

Equipment: 10 PAN GAS CONVECTION STEAMER, S/N# 463026891

Labor

Service Date	Description	Hours	Unit Price	Total
11/13/2019	Spokane M-F 8-5 Labor Charge	0.50	$ 106.00	$ 53.00
11/13/2019	Warr M-F 8-5 Zone 2 Travel Labor Charge	2.00	0.00	0.00
			Labor Subtotal: $	53.00

Other

Description	Qty	Unit Price	Total
Travel Charge	1.00	$ 132.00	$ 132.00
		Other Subtotal: $	132.00

Technician Notes

Facility maintenance removed bread slicer from kitchen and is currently repairing unit however while on site customer stated steamer was not producing any steam. Tested unit operation found ignition had faulted out this was due to gas to unit being shut off at ball valve. Turned gas on and verified proper operation. THANK YOU.

Date	Customer Name	Signature
11/13/2019	Jeff	

Invoice # .....:34306379
Terms Of Payment.:N30
Due Date.....:12/14/2019
Customer Account: 1237485

Subtotal	$	185.00
Taxes .....:		15.91
Invoice Total	$	200.91
Payments .....:		0.00
Total due	$	200.91

Please submit your payment to:
Hobart Service; ITW Food Equipment Group LLC
P O BOX 2517
Carol Stream, IL 60132-2517

Sales of Hobart Service products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.hobartservice.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by Hobart Service or acceptance of delivery of products constitutes your acceptance of the Terms.

HOBART SERVICE

Invoice

9922 E. Montgomery STE# 15
Spokane, WA 99206

1-888-4Hobart

Invoice # .....: 34306386
Originating Invoice # .....:
Customer PO # .....:
PO Date .....:
Invoice Date .....: 11/14/2019
Page .....: 1 of 1
Customer Account .....: 1237485
Store # .....:
Terms Of Payment.....: N30
Due Date.....: 12/14/2019

Bill To
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
US

Ship To
1237485
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
USA

Service Order #: 75404129

Equipment: PROOFER, 35.50" WIDE, S/N# 242031721

Labor

Service Date	Description	Hours	Unit Price	Total
11/13/2019	Spokane M-F 8-5 Labor Charge	1.50 $	106.00 $	159.00
			Labor Subtotal: $	159.00

Technician Notes

Proofer flooding floor due to clogged drain unplugged drain and verified proper operation. THANK YOU. No travel due to already on site for another call. THANK YOU.

Date	Customer Name	Signature
11/13/2019	Jeff	

Invoice # .....:34306386
Terms Of Payment.:N30
Due Date.....:12/14/2019
Customer Account: 1237485

Subtotal	$	159.00
Taxes .....:		13.67
Invoice Total	$	172.67
Payments .....:		0.00
Total due	$	172.67

Please submit your payment to:
Hobart Service; ITW Food Equipment Group LLC
P O BOX 2517
Carol Stream, IL 60132-2517

Sales of Hobart Service products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.hobartservice.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by Hobart Service or acceptance of delivery of products constitutes your acceptance of the Terms.

HOBART SERVICE

Invoice

9922 E. Montgomery STE# 15
Spokane, WA 99206

1-888-4Hobart

Invoice # .....: 34321369
Originating Invoice #.....:
Customer PO #.....:
PO Date.....:
Invoice Date.....: 11/25/2019
Page .....: 1 of 2
Customer Account .....: 1237485
Store # .....:
Terms Of Payment.....: N30
Due Date.....: 12/25/2019

Bill To
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
US

Ship To
1237485
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
USA

Service Order #: 75409687

Equipment: 10 PAN GAS CONVECTION STEAMER, S/N# 463028807

Labor

Service Date	Description	Hours	Unit Price	Total
11/18/2019	Warr M-F 8-5 Labor Charge	1.00	$ 0.00	$ 0.00
11/18/2019	Warr M-F 8-5 Zone 2 Travel Labor Charge	2.00	0.00	0.00
11/25/2019	Warr M-F 8-5 Zone 2 Travel Labor Charge	1.25	0.00	0.00
11/25/2019	Warr M-F 8-5 Labor Charge	2.00	0.00	0.00
			Labor Subtotal: $	0.00

Parts

Item number	Description	Qty	Unit Price	Total
00-858579-00022	HARNESS, WIRING	1.00	$ 0.00	$ 0.00
00-857085-00002	I,DOOR GASKET KIT 5 PAN	1.00	0.00	0.00
00-913102-00314	KIT, BLOWER VALVE ASSY	1.00	0.00	0.00
			Parts Subtotal: $	0.00

Other

Description	Qty	Unit Price	Total
Air Freight Shipping Char	1.00	$ 224.57	$ 224.57
Mileage Charge	27.00	0.00	0.00
		Other Subtotal: $	224.57

HOBART SERVICE

Invoice

9922 E. Montgomery STE# 15
Spokane, WA 99206

1-888-4Hobart

Invoice # .....: 34321369
Originating Invoice # .....:
Customer PO # .....:
PO Date .....:
Invoice Date .....: 11/25/2019
Page .....: 2 of 2
Customer Account .....: 1237485
Store # .....:
Terms Of Payment.....: N30
Due Date.....: 12/25/2019

Bill To
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
US

Ship To
1237485
BENTON COUNTY SHERIFF'S
7122 W Okanogan Pl
Kennewick, WA 99336
USA

Technician Notes

Steamer will not heat tested operation blower motor not running found blower motor plug burnt and broke off board. Door seals on both compartments are pulled out on the bottom of doors loosened bolts and re-positioned gaskets. This is caused by doors not being left open when unit is not is use. Ordering new blower motor and harness along with two new door gaskets. 11/25/19 Tech #60 replaced blower motor and lower door gasket verified proper operation. THANK YOU.

Date	Customer Name	Signature
11/25/2019	Patrick	

Invoice # .....:34321369
Terms Of Payment.:N30
Due Date.....:12/25/2019
Customer Account: 1237485

Subtotal	$	224.57
Taxes .....:		19.31
Invoice Total	$	243.88
Payments .....:		0.00
Total due	$	243.88

Please submit your payment to:
Hobart Service; ITW Food Equipment Group LLC
P O BOX 2517
Carol Stream, IL 60132-2517

Sales of Hobart Service products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.hobartservice.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by Hobart Service or acceptance of delivery of products constitutes your acceptance of the Terms.

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 1/14/2020 **Subject:** 2017-2020 SO Clerical CBA Amendment I **Prepared by:** L. Wingfield	**Execute Contract** X **Pass Resolution** X **Pass Ordinance** **Pass Motion** **Other**	**Consent Agenda X** **Public Hearing** **1st Discussion** **2nd Discussion** **Other**

BACKGROUND INFORMATION

The Benton County negotiating team has successfully negotiated Amendment I of the 2017-2020 CBA with Teamsters, representing SO Clerical.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment I to 2017-2020 Agreement between Benton County and Teamsters Local 839, Representing SO Clerical employees.

FISCAL IMPACT

- County Contribution – no change in contribution amount
- COLA – 2.5% effective January 1, 2020

cc: HR, Auditor, Hallstrom, Sheriff's Office, Corrections Department

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENT I OF THE 2019-2021 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING SHERIFF'S OFFICE CLERICAL EMPLOYEES.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 839, representing Sheriff's Office Clerical employees, for the Amendment I of the 2017-2020 Agreement; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton County Commissioners approve Amendment I of the 2017-2020 Agreement between Benton County and Teamsters Local 839, representing Sheriff's Office employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the agreement is effective January 1, 2020, except as otherwise provided, and shall remain in effect until December 31, 2020.

Dated this_____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: HR, Auditor, Hallstrom, Sheriff's Office, Corrections Department

Prepared by: L. Wingfield

AMENDMENT I
to

2017 – 2020 AGREEMENT
Between
BENTON COUNTY
And
TEAMSTERS UNION LOCAL NO. 839

Representing SHERIFF'S OFFICE CLERICAL EMPLOYEES

Benton County (Employer) and Teamsters Union Local NO. 839 Representing Sheriff's Office Clerical Employees (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2020, through December 31, 2020, as follows:

1. Section 23.1 is hereby amended to read:

23.1 The Employer gives employees the opportunity to participate in health, dental, and vision insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must elect to receive any one of the coverages, and the Employer will contribute to the employee's premium costs for the coverage up to the amounts reflected in 23.2. Employees may change their plan options annually during the Employer's open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Sheriff's Office Clerical bargaining unit has elected to have ~~Twelve Thousand Dollars ($12,000)~~ Twenty-Four Thousand Dollars ($24,000) face value of life insurance coverage.

2. Section 23.2.4 is hereby amended to read:

23.2.4 ~~For 2020, this Agreement will be open for limited negotiations to determine Employer and employees' contributions towards the above insurance costs.~~

Effective January 1, 2020, the Employer agrees to maintain its current contribution to employees' health and welfare expenses by and through the Employer's monthly contribution of up to the amount of One Thousand, One Hundred, Twenty-Three and 66/100 Dollars ($1,123.66).

3. Section 27.1.4 is hereby amended to read:

27.1.4 ~~For 2020, this Agreement will be open for limited negotiations to determine any wage adjustments on the Salary Schedule.~~

Effective January 1, 2020, the 2019 Salary Schedule will be increased by Two and Half Percent (2.5%) for 2020. This calculation and process shall be determined and established by the Benton County Commissioners Office.

4. No other language in the CBA is amended or intended to be changed or modified.

5. Except as otherwise stipulated above, this Amendment is effective as of January 1, 2020.

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 COUNY

_____
Jerry Hatcher, Sheriff
Date: _____

TEAMSTERS LOCAL NO. 839
Representing Sheriff's Office Clerical

_____
Russell Shjerven, Secretary-Treasurer
Date: _____

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Constituting the Board of
Benton County Commissioners

Attest:

_____
Clerk to the Board

Date: _____

Approved as to form:

_____
Stephen Hallstrom, DPA

2020 SALARY SCHEDULE

2017 - 2020
Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

COVERING SHERIFF'S CLERICAL

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
12	4058	4139	4284	4434	4589	4750	4916	5088	5266
9	3505	3575	3700	3830	3964	4103	4247	4396	4550
8	3338	3405	3524	3647	3775	3907	4044	4186	4333

cc: Sheriff's Office, Payroll, HR, Teamsters #839 and Stephen Hallstrom

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: January 14, 2020	**Execute Contract**	__X__	**Consent Agenda**	__X__
Subject: Quit Claim Deed for the Detox building	**Pass Resolution**	__X__	**Public Hearing**	_____
Prepared by: Deena Horton, Admin Asst	**Pass Ordinance**	_____	**1st Discussion**	_____
Reviewed by: Kyle Sullivan, Manager-DHS	**Pass Motion**	_____	**2nd Discussion**	_____
	Other	_____	**Other**	_____

BACKGROUND INFORMATION

In accordance with Section 3 of the Memorandum of Agreement between Benton and Franklin Counties regarding the provisions of services by the Benton-Franklin Human Services Department signed by Benton County on December 3, 2019 and Franklin County on November 19, 2019 the Counties agreed that upon written request Benton County shall deliver a quitclaim deed to Franklin County to convey it's interest in the Detoxification Building and all personal property within such building. Franklin County has submitted a written request on December 13, 2019.

RECOMMENDATION

Sign the quitclaim deed to Franklin County to convey it's interest in the Detoxification Building and all personal property within such building.

FISCAL IMPACT

There is no impact on the current expense budget.

MOTION

Motion to sign the quitclaim deed to Franklin County to convey it's interest in the Detoxification building and all personal property within such building.

Kyle Sullivan, Manager
Human Services Department

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF THE QUITCLAIM DEED TO FRANKLIN COUNTY FOR THE DETOXIFICATION BUILDING.

WHEREAS, In accordance with Section 3 of the Memorandum of Agreement between Benton and Franklin Counties regarding the provisions of services by the Benton-Franklin Human Services Department signed by Benton County on December 3, 2019 (BC Resolution No. 2019-899) and Franklin County on November 19, 2019 (FC Resolution No. 2019-358), the Counties agreed that upon written request Benton County shall deliver a quit claim deed to Franklin County to convey it's interest in the Detoxification Building and all personal property within such building.

WHEREAS, Franklin County submitted a written request dated December 13, 2019, **NOW THEREFORE**

BE IT RESOLVED, The Grantor **Benton County**, a Municipal Corporation of the State of Washington, for and in consideration outlined in the Memorandum of Agreement Between Benton and Franklin Counties Regarding the Provision of Services by the Benton-Franklin Human Services Department (Benton County Resolution 2019-899 and Franklin County Resolution 2019-358) in hand paid, conveys and quitclaims to **Franklin County**, a Municipal Corporation of the State of Washington, the following described property situated in Franklin County Washington; and

BE IT FURTHER RESOLVED, Legal Description of the premises: Block 12 of Gantenbein's Addition to Pasco, as recorded at the Office of the County Auditor of Franklin County, Washington under Auditors File Number 95888; together with the vacated portion of South 7th Street and the vacated east/west alley; excepting therefrom lots 1 through 3 and the vacated portion of C Street, also referred to as the Detoxification Building; and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners hereby is, authorized to sign, on behalf of Benton County, quitclaim deed to Franklin County for the Detoxification building.

Dated this ..... day of . . . . . ., 2020

_____
Chair

_____
Member

_____
Member

Constituting the Board of County Commissioners,
Benton County, Washington

Attest:

_____

Clerk of the Board

Originals (3): Benton County, Franklin County, Human Services

AFTER RECORDING RETURN TO:
Benton County
620 Market Street
Prosser, WA 99350

QUIT CLAIM DEED

Parcel Number: 112383369
Grantor: Benton County
Grantee: Franklin County
Abbreviated Legal: Gantenbeins Add. Block 12; Excluding lots 1 to 3; TOG W vacated roads

The Grantor **Benton County**, a Municipal Corporation of the State of Washington, for and in consideration outlined in the Memorandum of Agreement Between Benton and Franklin Counties Regarding the Provision of Services by the Benton-Franklin Human Services Department (Benton County Resolution 2019-899 and Franklin County Resolution 2019-358) in hand paid, conveys and quitclaims to **Franklin County**, a Municipal Corporation of the State of Washington, the following described property situated in Franklin County Washington:

LEGAL DESCRIPTION OF PREMISES:
Block 12 of Gantenbein's Addition to Pasco, as recorded at the Office of the County Auditor of Franklin County, Washington under Auditors File Number 95888; together with the vacated portion of South 7th Street and the vacated east/west alley; excepting therefrom lots 1 through 3 and the vacated portion of C Street.

INTEREST CONVEYED:
All right, title and interest, legal and equitable whatsoever, however derived, reserved or held, in and to the above described property and any and all structures along with any and all personal property within said structures upon said property.

Dated this _____ day of _____, 2020

Benton County Washington

By: _____
James Beaver, Chairman of the Board of County Commissioners

State of Washington
County of Benton

I certify that I know or have satisfactory evidence that James Beaver is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Chairman of the Board of Benton County Commissioners to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal this _____ day of _____, 2020.

_____
Signed

_____
Printed Name - Notary Public in and for the State of Washington

_____
Residing in

My Appointment expires: _____

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: Jan 14, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

OPD is obligated to provide public defense services to assist District Court defendants with appeals to Superior Court ("RALJ Appeals"). Attorney Eric Scott has been providing RALJ Appeal services to OPD previously and his services have been satisfactory. The proposed contract amendment adds RALJ Appeals to the scope of work for attorney Eric Scott's public defense services and sets a rate per appeal that is reasonable in light of what other local jurisdictions (including Pasco Municipal Court) are paying for such services.

SUMMARY

Proposed amendment adds RALJ Appeals to scope of work and sets reasonable compensation for same.

RECOMMENDATION

Execute amendment as proposed.

ANTICIPATED FISCAL IMPACT

None beyond budgeted.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY ERIC SCOTT TO INCLUDE DISTRICT COURT APPEALS ("RALJ APPEALS") IN THE SCOPE OF SERVICES

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court on cases appealed to that court from District Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ Appeals"); and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County 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 has entered into an agreement with attorney Eric Scott to provide public defense services in Benton County Superior Court for criminal cases filed or pending there; and

WHEREAS, attorney Eric Scott has also previously provided public defense services on RALJ Appeals and such services have been satisfactory; and

WHEREAS, it is appropriate and in the best interests of Benton County to contract with attorney Eric Scott to also provide public defense services on RALJ Appeals; and

WHEREAS, the proposed amendment to the existing Superior Court agreement with attorney Eric Scott incorporates RALJ Appeal representation for a fee reasonable in light of what other local jurisdictions are paying for public defense RALJ Appeals; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to the existing Superior Court public defense contract with attorney Eric Scott, previously executed by and through Resolution 2019-945 be amended as proposed, adding RALJ Appeals to the scope of work and compensating attorney Eric Scott in the amount of $1,500 for each such appeal up to a maximum of $30,000 (15 appeals) per year.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, ERIC SCOTT
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2020EJS001A

CONTRACT SUMMARY			
Contract Type	Monthly-compensated reduced capacity		
Contract Number	BCSC2020EJS001	**Contract Holder**	Eric J. Scott
WSBA #	48913	**Effective Dates**	1/1/2020 – 12/31/2020
Caseload Cap/Yr	**68 cases** **15 RALJ Appeals**	**Compensation**	**$680 per case** **$1,500 per RALJ**
Assigned Court	**Superior Court**	**Compensation Structure**	☒ **By the case** ☐ **Monthly** ☐ **Hourly**

THIS AGREEMENT, previously entered into by and between **Eric J. Scott,** attorney at law, Washington State Bar Association #48913 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

IS HEREBY AMENDED AS FOLLOWS:

5. **CASE APPOINTMENTS.** *A bullet point shall be added to this section as follows:*

- Any District Court case appealed to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ")

7. **NUMBER OF APPOINTMENTS.** *The following sentence shall be added to this section:*

"Additionally, Attorney shall also accept up to **15 RALJ Appeals Annually."**

12. **COMPENSATION.**

The following sentence shall be added to section 12.a.:

"Attorney shall also be compensated in the amount of $1,500 per RALJ appeal as a flat fee."

All remaining provisions in the underlying original Agreement shall remain in full effect. Any conflicts between the underlying original Agreement and this amendment shall be resolved in favor of this more specific amendment.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 12-3-19

_____
Eric J. Scott, WSBA 48913

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	**Classification**
☒ Execute contract ☐ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: Jan 14, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County contracts with, and employs, a number of attorneys to provide public defense services in Benton County Superior Court. However, from time to time, it is necessary to procure the services of other "conflict and overflow" attorneys to handle cases in Benton County Superior Court as well. Attorney Angel Betancourt ("Attorney") has been providing such conflict and overflow services in Benton County Superior Court and his services have been satisfactory. The proposed contract is for the same conflict and overflow services in Benton County Superior Court, for year 2020.

SUMMARY

Proposed contract for conflict and overflow public defense services in Benton County Superior Court to be provided by attorney Angel Betancourt.

RECOMMENDATION

Execute contract as proposed. Approve resolution.

ANTICIPATED FISCAL IMPACT

None beyond budgeted.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A SUPERIOR COURT CONFLICT AND OVERFLOW PUBLIC DEFENSE CONTRACT TO ATTORNEY ANGEL BETANCOURT

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County 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, from time to time, it is necessary to assign cases to attorneys other than those regularly contracted or employed to provide public defense services in Benton County Superior Court for conflict of interest and other reasons ("Conflict & Overflow Cases"); and

WHEREAS, attorney Angel Betancourt ("Attorney") has previously provided public defense services on Conflict & Overflow cases ("Services") and his services have been satisfactory; and

WHEREAS, it therefore appears in the best interests of Benton County to continuing contracting with Attorney for Services; **NOW, THEREFORE**

BE IT RESOLVED that the public defense contract with attorney Angel Betancourt, for conflict and overflow case coverage in Benton County Superior Court, designated BCSC2020ADB001L, starting January 1, 2020 and ending December 31, 2020, be executed as presented.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, ANGEL BETANCOURT
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2020ADB001L

CONTRACT SUMMARY			
Contract Type	Conflict & Overflow		
Contract Number	BCSC2020ADB001L	**Contract Holder**	Angel D. Betancourt
WSBA #	49091	**Effective Dates**	January 1, 2020 – December 31, 2020
Caseload Cap	**40 per year**	**Compensation**	**$680/case**

THIS AGREEMENT is entered into by and between **Angel D. Betancourt,** attorney at law, Washington State Bar Association #49091 ("Attorney"), dba Betancourt Law, PLLC, and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

C. While there is a regular panel of contract and staff public defense attorneys who routinely represent persons charged with felony criminal offenses in Benton County Superior Court, from time to time there is a need to assign cases to attorneys outside said regular panel because of conflict or overflow situations.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2020,** and shall continue thereafter through and including **December 31, 2020**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at 201 N Edison, Ste 226, Kennewick, WA 99336; Attorney's current local office telephone and fax numbers are (509) 317-8184

and (509) 293-4057, respectively; and Attorney's current office/work e-mail address is Angel@betancourtlawpllc.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for non-violent, non-sex case Class B and Class C felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney

is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, Attorney shall obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the PDM with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of

discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior

Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).

The parties specifically agree that this Agreement is for very limited case appointments only, is only for Class B and Class C non-violent and non-sex case felonies as selected by the Public Defense Manager and recommended to the court for appointment to Attorney, and that, given Attorney's caseload at any given time, Attorney may request that he not receive further appointments for any specified time period during the pendency of this Agreement.

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empanelled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a case, where the empaneled jury is unable to reach a verdict, is re-tried, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be determined as follows:

a. In the event of termination of this Agreement at the election of either party by providing sixty (60) days' notice of desire to do so as provided by paragraph 19.c below, Attorney shall provide the PDM with accurate documentation identifying Attorney's then-existing indigent defense caseload which shall include for each identified case the case title and cause number, the case type, the case status, and the next court appearance date ("Caseload Information"). Attorney shall provide the Caseload Information to the PDM contemporaneously with Attorney providing his/her notice of termination to the County (or, if the County provides the notice of termination to Attorney, within five (5) business days of Attorney receiving such notice) and Attorney shall again provide the PDM with updated Caseload Information thirty (30) days prior to the effective date of Agreement termination. Attorney shall then be responsible for providing continued legal representation to clients in any and all such identified cases that remain unresolved as of the effective date of Agreement termination for a period of sixty (60) days after such effective date.

b. In the event of expiration of this Agreement by expiration of its specified term set forth in paragraph 1 above, if Attorney provides the PDM with at least sixty (60) days' written notice prior to such term expiration date that Attorney has no interest in

seeking a potential new contract with the County to continue providing public defense services after such date and further provides the PDM with all of the Caseload Information required under paragraph 6.a. above, Attorney shall then be responsible for providing continued legal representation to clients in any and all identified cases that remain unresolved as of such term expiration date for a period of sixty (60) days after such expiration date. However, if Attorney fails to timely provide such sixty (60) days' advance notice to the PDM, Attorney shall then be responsible for providing continued legal representation to clients with cases that remain unresolved as of such term expiration date for a period of time equivalent to sixty (60) days plus an additional number of days corresponding to the numerical difference between sixty (60) days advance notice and the number of days advance notice Attorney actually provided to the PDM. By way of illustration, if Attorney only provided thirty (30) days' advance notice to the PDM, then Attorney would be responsible for providing continued legal representation for an aggregated total of ninety (90) days [i.e., 60 days + (60 days – 30 days)] after the Agreement term expiration date.

c. In the case of either expiration or earlier termination of this Agreement, if the required Caseload Information provided by Attorney pursuant to above paragraphs 6.a. or 6.b. omits any existing case(s), Attorney shall then be responsible for providing continuing legal representation on such omitted case(s) until the earlier of the final resolution of the case(s) or thirty (30) days from the date upon which the existence of such omitted case(s) is brought to the attention of the PDM in writing.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **40 total cases per calendar year** (proratable for any partial calendar year).

8. **CASE EQUIVALENTS.**

a. For the sole and exclusive purpose of calculating Attorney's "case equivalents" under this Agreement and correspondingly determining the compensation due to Attorney under paragraph 12, the following provisions of this paragraph 8 shall apply, but such provisions are not intended to constitute, and do not constitute, any type of "weighting system" adopted by the County for purposes of Attorney's above-referenced certifications of compliance with the Defense Standards adopted by the Washington State Supreme Court, and such provisions shall not be used or relied upon by Attorney in any way for such reasons or similar purposes.

(i) Class B and Class C felonies, as well as unclassified felonies, shall constitute one (1) case equivalent.

(ii) Class A felonies shall constitute two (2) case equivalents.

(iii) Appointment on a mental health or substance-abuse involuntary commitment (generally only done when the attorney contracted to provide such services has a conflict of interest) shall count as one-half (1/2) of a case equivalent.

(iv) Appointment to represent a person in a material witness matter in a case pending in Benton County Superior Court shall count as one-half (1/2) of a case equivalent.

(v) Appointment on a felony matter filed in Benton County Superior Court following a declination hearing in Juvenile Court shall count as one (1) case equivalent notwithstanding any prior case credit granted to any attorney in Juvenile Court.

(vi) An appointment to a case or matter returned to Benton County Superior Court from a higher court shall be counted as determined by the PDM in his sole discretion following consultation.

(vii) Case equivalent credit value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

(viii) Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

(ix) Any post-conviction matter shall count as one-third (1/3) of a case equivalent provided that if substantial research or briefing is necessary, then, on a case-by-case basis, at the sole discretion of the PDM, up to a full case equivalent credit may be awarded upon request from Attorney, which formal request must be made by Attorney to the PDM in writing within thirty (30) days from the date of final resolution of such matter, and any untimely requests will not be considered by the PDM.

(x) Provisional representation of clients during arraignment docket representation on a docket other than the pre-trial docket to which Attorney is regularly assigned (usually only required when staff attorneys employed by Benton County are unable to attend such dockets) shall constitute one-fourth (1/4) of a case equivalent.

(xi) If Attorney is appointed to a case and withdraws prior to the omnibus order being entered for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall, as a default, not be counted as a case credit provided that, upon Attorney's request, such a matter may count as a partial/fractional case equivalent credit if substantive work has been done on the case as determined by the PDM in his sole discretion. Attorney's formal request must be made by Attorney to the PDM in writing within thirty (30) days from the date of Attorney's withdrawal from such matter, and any untimely requests will not be considered by the PDM.

(xii) In the case of appointments that are exceedingly complex and/or cause Attorney to expend inordinate amounts of time, Attorney may request up to two (2) additional case equivalent credits for such an

appointment, which request will be considered and decided by the PDM in his sole discretion. Attorney's formal request must be made by Attorney to the PDM in writing within thirty (30) days from the date of final resolution of such matter, and any untimely requests will not be considered by the PDM.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof, to include electronic file storage) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

(i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other State, or Federal law.

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$680 per case equivalent.** Attorney is eligible to receive compensation for any given case upon conflict check and filing of a Claim for Compensation.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive $400.00 per day for each full day of trial and $200.00 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of $400.00 if the matter was scheduled for a jury trial or $200.00 if the matter

was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. As a precondition to Attorney receiving payment of the compensation specified under paragraphs 12.a. and/or 12.b. above, Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period.

e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full

case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** Homicide and persistent offender cases are appointed to attorneys pursuant to a separate contract and Attorney should not expect to receive any such appointments under this Agreement.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a

service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE**. Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines

in any particular matter that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $1,000,000.00 per claim nor less than $1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is

obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall

promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR**. Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the

Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such

other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and

authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

26. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

27. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

28. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

30. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution

provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address; mailed to the County's PDM at his below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at the below-stated official email address for notices:

Eric Hsu, Public Defense Manager
Benton Office of Public Defense

7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address set forth in paragraph 2.a.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his designees), and to promptly comply with reasonable requests from the PDM (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING.** The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate

with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 12/17/2019

_____
Angel D. Betancourt, WSBA 49091
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

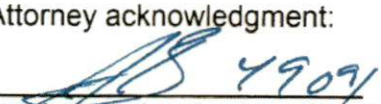
a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:



I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract	☒ Consent agenda
☒ Pass resolution	☐ Public hearing
☐ Pass ordinance	☐ 1st discussion
☐ Pass motion	☐ 2nd discussion
☐ Other (describe)	☐ Other

Requested meeting date: January 14, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION
Benton County contracts with a number of attorneys to provide legally-mandated public defense services in Benton County Juvenile Court. However, from time to time, because of conflicts of interest, primarily in multiple co-defendant cases, it is necessary to procure the services of off-contract attorneys.

In this case, because of multiple conflicts with contract attorneys, no contracted juvenile court public defender has been able to take the case of State v. Diego Topete, Case No. 19-8-00428-03. Attorney Heather Villani, while not under contract to provide public defense services on these types of cases, agreed to take it for the sum of $1,250, a reasonable fee considering the fact that the case is a Class B violent felony and considering fees charged by other private attorneys for taking on a public defense case.

SUMMARY
Proposed resolution compensates attorney Heather Villani for services rendered in the juvenile public defense case of State v. Diego Topete, Case No. 19-8-00428-03, a Class B felony case.

RECOMMENDATION
Execute resolution as proposed.

ANTICIPATED FISCAL IMPACT
None beyond budgeted.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY HEATHER VILLANI FOR PUBLIC DEFENSE SERVICES IN THE CASE OF STATE V. DIEGO TOPETE

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Juvenile Court on criminal cases; and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County 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, attorney Heather Villani ("Attorney") has provided the following services to support legally mandated public defense services provided by the Benton County Office of Public Defense: public defense services in the case of *State v. Diego Topete*, Benton County Juvenile Court case number **19-8-00428-03**, a Class B felony matter assigned to Attorney because all contracted attorneys had conflicts of interest and weren't able to accept the case; and

WHEREAS, it is therefore appropriate to compensate Attorney for services rendered in the amount of $1,250 which is reasonably in light of the fact that Attorney is not under contract to provide such services, and considering the rates charged by private attorneys when they are willing to accept a public defense case; **NOW, THEREFORE**

BE IT RESOLVED that attorney Heather Villani be compensated in the total amount of $1,250 for services rendered on public defense services in the case of *State v. Diego Topete*, Benton County Juvenile Court case number **19-8-00428-03**.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, HEATHER VILLANI
Copy – Auditor, Juvenile Court, S Godinez

E. Hsu

~ Juvenile Defense Case ~

Benton County Office of Public Defense

Uniform Claim for Compensation (FA-3J)

1. Attorney of Record	2. Issue Payment To (if different):
Heather Villani	

3. Case Name (if applicable)	4. Court/Jurisdiction:	5. Case Number (if applicable)
Diego Torres-Tapete	☒ Benton Superior juvenile	19-8-00428-03 ☒ Sealed ***Note: This does not seal the case.*** **Attorney is responsible for obtaining court order.* **Attach original sealing order to claim.*

6. Claim for compensation for:	7. Maximum authorized amount for case/contract (if applicable)	(Office use only)
☐ Homicide case ☐ Other approved per hour case ☐ Per docket compensation (dates)	$	BENTON COUNTY DEC 11 2019 Office of Public Defense
	8. Amounts previously paid out of maximum (if applicable) $	
☐ Trial Per Diem (list dates)	9. Amount being requested in this Claim for Compensation $ 1250.00	
☒ Other (describe) Per case comp.		

I hereby certify under penalty of perjury as provided for by the laws of the State of Washington that:
- pursuant to the terms of the contract referenced above, I am entitled to the amount of compensation claimed above;
- the attached detailed billing statement is true and accurate to the best of my knowledge;

This Claim for Compensation must be accompanied by a detailed billing statement in order for payment to be approved.

Attorney of Record

12/11/19
Date

To the Benton or Franklin County Auditor – You are hereby requested to disburse the amount stated in the box below directly to the attorney of record identified above.

OPD Approval		**Amount: $1,250.00**	
Authorized signature	Date 12/19/19	Counter signature (for Claims over $10,000)	Date

Upon conviction the Benton County Clerk may assess these costs directly upon defendant

Benton County Office of Public Defense
7122 W Okanogan Pl, Bldg A
Kennewick, WA 99336
Tel: (509) 222-3700 Email: opd@co.benton.wa.us

HEATHER VILLANI

Attorney At Law
1030 N Center Pkwy
Kennewick, Washington 99336
Phone: 509-405–5388
Fax: 509-222-2223

INVOICE: **DATE:** **12-11–19**

Benton County Office of Public Defense
7122 W Okanogan Place Building A
Kennewick, WA 99336

DATE	SERVICE			TOTAL
12/10/19	Diego Torres-Topete	Residential Burglary Theft 2	19-8-00428-03	$1250.00

BALANCE DUE: **$1250.00**

00.00

Heather Villani - 44973

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: January 14, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County presently contracts with attorney Robert Moser for conflict and overflow public defense services in Benton County Superior Court by way of a contract, executed by and through Resolution 2018-934, amended by Resolution 2019-799, which caps his annual caseload at 90 cases.

In light of extremely high (and rising) caseloads in Superior Court, it is necessary to have additional capacity for conflict and overflow public defense services in Benton County Superior Court, and attorney Robert Moser has agreed to increase his contractual cap to 105 cases per year for the balance of 2019. The proposed contract amendment effectuates this increase.

SUMMARY

Proposed contract amendment increases the contractual caseload cap of attorney Robert Moser's Superior Court conflict and overflow contract from 90 per year to 105 per year, to account for rising caseloads in Superior Court.

RECOMMENDATION

Execute amendment as proposed. Approve resolution.

ANTICIPATED FISCAL IMPACT

None beyond budgeted.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT CONFLICT AND OVERFLOW PUBLIC DEFENSE CONTRACT WITH ATTORNEY ROBERT MOSER TO INCREASE THE ANNUAL CASELOAD CAP FROM 90 CASES TO 105 CASES

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County 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, to supplement the "regular" panel of contract and staff attorneys on the Benton County Superior Court public defense roster, Benton County has been contracting with attorney Robert Moser for "conflict and overflow" defense services (by and through Resolution 2018-934); and

WHEREAS, the contract with attorney Moser has a provision that limits his annual caseload to 40 cases but this was amended, earlier in the year, to 90 cases to account for caseload needs; and

WHEREAS, for 2019, 90 cases is still well short of what is needed to cover overflow caseload; and

WHEREAS, attorney Moser has agreed to increase the caseload cap of his contract from 90 to 105; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to the public defense contract with attorney Robert Moser, previously executed by and through Resolution 2018-934 and amended by Resolution 2019-799, increasing the contractual caseload cap from 90 cases per year to 105 cases per year, with all other provisions, including maximum per-case compensation, remaining the same, be executed as proposed.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, ROBERT MOSER
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC1819RAM001LA2

CONTRACT SUMMARY			
Contract Type	Conflict & Overflow		
Contract Number	BCSC1819RAM001LA	**Contract Holder**	Robert A. Moser
WSBA #	32253	**Effective Dates**	12/1/18 – 12/31/19
Caseload Cap	**105 per year**	**Compensation**	**$680/case**

THIS AGREEMENT, previously entered into by and between **Robert A. Moser,** attorney at law, Washington State Bar Association #32253 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

IS HEREBY AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS.** This section shall be amended to increase Attorney's maximum annual caseload to 105 cases.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date 12-20-19

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu
Public Defense Manager

ATTORNEY

Date 12-20-19

Robert A. Moser, WSBA #32253

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	**Classification**
☐ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: January 14, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION
Deric Orr currently holds a Superior Court public defense contract and has modified the business structure of his law firm. The law firm name has been changed and it is necessary and appropriate to match the information in the W-9 that he has on record with the Benton County Auditor.

SUMMARY
Proposed amendment changes the contract holder name to reflect a change in firm name.

RECOMMENDATION
Approve resolutions and execute proposed contract amendments.

ANTICIPATED FISCAL IMPACT
None.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY DERIC ORR TO REFLECT THE CHANGE TO HIS FIRM NAME.

WHEREAS, attorney Deric Orr ("Attorney") currently holds a Superior Court public defense contract with Benton County pursuant to Resolution 2019-917; and

WHEREAS, Attorney has modified the business structure of his law firm and an amendment to his contract is therefore necessary and appropriate so as to match the information in the W-9 he has on record with the Benton County Auditor's Office; **NOW THEREFORE**

BE IT RESOLVED that the proposed Contract Amendment #BCSC2020DJO001D1A with Deric Orr, dba Johnson & Orr PLLC, changing the business structure information for his firm, be executed.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Deric Off
Copy – Auditor, Superior Court, S Godinez

E. Hsu

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Johnson & Orr PLLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1038 Jadwin Avenue

6 City, state, and ZIP code

Richland, WA 99352

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	1	–	1	9	2	1	9	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Tri Orr Date ▶ 12-30-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
CONTRACT # BCSC2020DJO001D

THE AGREEMENT, previously entered into by and between **Deric J. Orr** attorney at law, Washington State Bar Association **# 46332** ("Attorney") **dba Johnson & Orr, P.S.** and **BENTON COUNTY WASHINGTON,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, designated **BCSC2020DJO001D** and executed by and through Benton County Resolution **2019-917**,

IS HEREBY AMENDED AS FOLLOWS:

The Agreement shall reflect that it is between **Deric J. Orr,** attorney at law, Washington State Bar Association **#46332** ("Attorney") **dba Johnson & Orr PLLC**; and **BENTON COUNTY, WASHINGTON,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

This amended agreement shall be designated **BCSC2020DJO001D1A.**

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

DATE: _____

BENTON COUNTY

_____
Chairman

_____
Commissioner

_____
Commissioner

DATE: 12-30-2019

ATTORNEY

_____
Deric Orr
WSBA # 46332

Approved as to form and content:

_____
Eric Hsu
Public Defense Manager

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	January 14, 2020	Execute Contract		Consent Agenda	X
Subject:	Authorization to pay J. Garcia	Pass Resolution	X	Public Hearing	
		Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
Prepared by:	S. Hallstrom	Other		Other	

BACKGROUND INFORMATION

The Deputy Sheriff's Guild (Guild) grieved a unit member's September 27, 2019, disciplinary discharge, subsequently advising Benton County of its intent to advance the matter to grievance arbitration, resulting in a series of settlement meetings and discussions to negotiate a mutually agreeable resolution. The Guild, the employee and the Sheriff's Office agreed to a Last Chance Agreement to resolve the employee's grieved disciplinary process as a result of the incident on April 21, 2019. The parties desire to fully resolve, compromise, relinquish and forever settle, any and all demands, disputes, grievances, claims and/or allegations, by and between the parties, arising out of, or related to, the employee's discharge, the Guild's grievance of October 2, 2019, and intended advancement by the Guild to grievance arbitration pursuant to the controlling collective bargaining agreement, resulting in the successful culmination of settlement negotiations in January 2020, in connection with the above-referenced grievance arbitration process.

The parties have negotiated and reached agreement on Discharge Grievance- Settlement Agreement And Release. Employee J. Garcia was timely reinstated. A make whole remedy negotiated by the parties requires Benton County to pay the employee for, among other things, partial back wages for straight time and, Health & Welfare benefits to insurance carriers for 3 months. From wage payment amount will be deducted any and all mandatory payroll deductions, including contractual deductions pursuant to the CBA, including union dues. This net amount will be run through payroll as wages.

The Sheriff's Office requests the Board of Benton County Commissioners authorize the make whole remedy with employee J. Garcia in Discharge Grievance – Settlement Agreement And Release.

SUMMARY

See above.

RECOMMENDATION

Approve resolution authorizing the Board of County Commissioners to sign Settlement Agreement And Release.,

FISCAL IMPACT

No supplement required.

MOTION

I move that we approve the resolution authorizing the Board of County Commissions to sign Settlement Agreement And Release.

cc: HR; SO; AUDITOR; PAO

Prepared by: S. Hallstrom

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING GRIEVANCE ARBITRATION SETTLEMENT AGREEMENT AND RELEASE.

WHEREAS, the Deputy Sheriff's Guild grieved a unit member's September 27, 2019, disciplinary process, subsequently advising Benton County of its intent to advance the matter to grievance arbitration, resulting in a series of settlement meetings and discussions to negotiate a mutually agreeable resolution; and

WHEREAS, the Guild, the employee and the Sheriff's Office agreed to a Last Chance Agreement to resolve the employee's grieved disciplinary process as a result of events on April 21, 2019; and

WHEREAS, the parties hereto desire to fully resolve, compromise, relinquish and forever settle, any and all demands, disputes, grievances, claims and/or allegations, by and between the parties, arising out of, or related to, the employee's discharge, the Guild's grievance of October 2, 2019, and intended advancement by the Guild to grievance arbitration pursuant to the controlling collective bargaining agreement, resulting in the successful culmination of settlement negotiations in January 2020, in connection with the above-referenced grievance arbitration process; and

WHEREAS, the parties have negotiated and reached agreement on Settlement Agreement And Release terms and conditions.

NOW THEREFORE, BE IT RESOLVED, that the Board agrees to fully resolve, compromise, relinquish and forever settle, any and all demands, disputes, grievances, claims and/or allegations, by and between the parties, arising out of, or related to, the employee's disciplinary discharge, the Guild's grievance of October 2, 2019; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners approve and authorize Board members to sign Discharge Grievance Settlement Agreement And Release.

DATED this _____day of January, 2020.

_____
Chair of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: HR; PAO; SO

Prepared by: S. Hallstrom

DISCHARGE GRIEVANCE
SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (Agreement) is effective upon signature by all parties, and is made by and between Releasing Benton County Deputy Sheriff's Guild (GUILD), Releasing Grievant Jorge Garcia (EMPLOYEE) and, the Benton County Sheriff's Office (SO), Benton County (COUNTY), including all appointed and elected (State and county) officials, agencies, departments, representatives, insurers, employees, agents, assigns, attorneys and successors, of Benton County, (collectively EMPLOYER).

WHEREAS, on October 2, 2019, the GUILD grieved EMPLOYEE'S September 27, 2019, discharge, subsequently advising EMPLOYER of its intent to advance the matter to grievance arbitration, resulting in a series of settlement meetings and discussions to negotiate a mutually agreeable resolution; and

WHEREAS, the EMPLOYEE, the GUILD and the SO have agreed to a Last Chance Agreement to resolve EMPLOYEE'S grieved disciplinary process as a result of the incident on April 21, 2019

WHEREAS, the parties hereto desire to fully resolve, compromise, relinquish and forever settle, any and all demands, disputes, grievances, claims and/or allegations, by and between the parties, arising out of, or related to, the EMPLOYEE'S discharge, the UNION'S grievance of October 2, 2019, and intended advancement by the GUILD to grievance arbitration pursuant to the controlling collective bargaining agreement, resulting in the successful culmination of settlement negotiations in December 2019, in connection with the above-referenced grievance.

NOW THEREFORE, the parties do hereby agree as follows:

1. PAYMENTS TO EMPLOYEE: EMPLOYER will pay and reimburse EMPLOYEE as follows, in the first, complete payroll cycle following the date of the last signature affixed to this Agreement:

   - Back Pay: EMPLOYEE'S pay pursuant to the controlling collective bargaining agreement, for ninety (90) hours in October 2019, ninety (90) hours in November 2019, and eighty-four (84) hours in December 2019, less any and all required/mandatory payroll deductions, including the required/mandatory contributions to EMPLOYEE'S retirement account with the Department of Retirement Systems (DRS) and, Guild dues.

2. ANNUAL LEAVE BANK: EMPLOYEE'S annual leave for the equivalent of a two (2) month period, will be restored, less annual leave taken by EMPLOYEE since December 1, 2019. If restored annual leave takes the EMPLOYEE over the contractual limit of annual leave, EMPLOYEE will be cashed out for the amount of hours required to place EMPLOYEE'S annual leave bank at the contractual limit, less any required/mandatory payroll deductions.

3. SICK LEAVE BANK: EMPLOYEE'S sick leave bank as of the date of his discharge will be restored and, sick leave for the equivalent of a two (2) month period, will be added, less sick leave taken by EMPLOYEE since December 1, 2019. If restored sick leave takes the EMPLOYEE over

the contractual limit of sick leave, EMPLOYEE will be *not* be cashed out the amount of hours required to place EMPLOYEE'S sick leave bank at the contractual limit.

4. HEATH & WELFARE CONTRIBUTIONS: EMPLOYER and EMPLOYEE shall split costs of EMPLOYEE'S health and welfare benefits which would have accrued from October 1, 2019, through December 31, 2019, inclusive, to applicable insurance carriers/providers, including without limitation, UEBT medical insurance, pursuant to the controlling collective bargaining agreement.

5. EMPLOYEE STATUS: EMPLOYEE will be reinstated to active duty employment with the COUNTY as a Deputy Sheriff effective October 1, 2019, continuing through the effective date of this Agreement, and beyond as required pursuant to the Agreement.

6. NO PRECEDENCE: The terms and conditions of this Agreement shall not be considered to set a precedent, including the application and interpretation of the existing collective bargaining agreement and successor collective bargaining agreements.

7. FULL AND COMPLETE GRIEVANCE ARBITRATION RESOLUTION: The terms and conditions of this Agreement constitute full and complete settlement and resolution, of any and all disputes, grievances and/or allegations by and between the parties, arising out of or related to, EMPLOYEE'S discharge of September 27, 2019, the GUILD's grievance of October 2, 2019, the settlement negotiations culminating in December 2019, and related issues.

8. DISPUTES: Any disputes concerning this Agreement shall be resolved through the grievance procedure of the then-current collective bargaining agreement between EMPLOYER and GUILD.

9. The signatories to this release acknowledge that in consideration of this Agreement, and payment referenced herein to Releasing EMPLOYEE, shall be contingent on the execution of this release. Accordingly, upon execution of this release, Releasing EMPLOYEE and GUILD claims in this matter will be satisfied in full without costs, and both parties will therefore bear their own attorney fees, costs, and any and all other expenses, including but not limited to, expert witness fees, and any other expenses or costs arising out of or in any way associated with, this claim.

10. Effective upon implementation of this Agreement, all parties hereto absolutely further release and discharge each other, their agencies, appointed and elected officials, departments, agents, employees, representatives, assigns, insurers, attorneys and successors, subsidiaries, if any, divisions, officers, directors, controlling persons, or joint ventures from any and all past, present, or future claims, civil or otherwise, demands, liability, damages, costs, expenses, actions, causes of actions, or suits of any kind whatsoever on account of, or in any way related to, the incident involved in, or forming the basis for this claim.

11. The undersigned parties acknowledge, represent, and agree that they have read this Agreement and fully understand the terms thereof. All parties have had an opportunity to participate in the drafting of this Agreement. The parties therefore waive the general rule of construction that an agreement shall be construed against its drafter.

12. Releasing EMPLOYEE has had the opportunity to be advised as to the benefits and consequences of settlement and the execution of this Agreement is the result of the Releasing EMPLOYEE'S own choosing as to the propriety and legal effect of executing it, and neither the Agreement nor the compromise and settlement recited in it were induced by fraud, coercion, compulsion or mistake, nor is this Agreement nor the compromise and settlement made in reliance upon any statement or representation of any of the parties released by this Agreement, or their representatives, agents or attorneys.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all agreements, commitments, arrangements, negotiations, representations, or undertakings, whether oral or written, between the parties, and there are no other agreements, covenants, undertakings, representations, or warranties with respect to the subject matter of this Agreement other than those expressly set forth and referred to herein.

15. Each term and provision of this Agreement constitutes a separate undertaking, covenant, or promise. In the event that any term or provision hereof is determined to be unenforceable, invalid, or illegal in any respect, the remaining terms and provisions shall continue to be enforceable and valid. If any term or provision hereof shall, for any reason, be held to be excessively broad as to time, duration, activity, scope, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent permitted by applicable law of the State of Washington.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties caused this Agreement to be signed by their duly constituted and legal representatives and consider themselves to be bound by the terms and conditions of this Agreement, and in agreement to the above terms and conditions of this Agreement.

DEPUTY SHERIFF'S GUILD

Brian Tungesvik, President

Date: 1-7-20

GRIEVANT/EMPLOYEE

Jorge Garcia

Date: 1/6/2020

SHERIFF'S OFFICE

Jerry Hatcher, Sheriff

Date: 1/7/20

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Constituting the Board of
Benton County Commissioners

Attest:

_____
Clerk to the Board

Date: _____

Approved as to form:

Stephen J. Hallstrom, DPA

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 01/14/2020	**Execute Contract**		**Consent Agenda**	X
Subject: Memorandum of Agreement between Benton and Franklin Counties	**Pass Resolution**	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
	Pass Motion		**2nd Discussion**	
Prepared by: MSR	**Other**		**Other**	
Reviewed by:				

BACKGROUND INFORMATION

Benton County was successful in obtaining a legislative appropriation in the amount of $750,000 for Architectural and Engineering services related to remodel work at the Juvenile Justice Center. Since the Juvenile center is a bi-county operation the appropriation was made in the name of Benton & Franklin Counties.

It is more efficient for one agency to manage the work related to this appropriation. Benton County has the staff and expertise to manage such a project. To that end a Memorandum of Agreement has been prepared that outlines how the project will be managed. The Memorandum comes in the form of a Joint Resolution. Franklin County has already signed the Joint Resolution as Franklin County Resolution 2019-389.

SUMMARY

A memorandum of Agreement between Benton and Franklin Counties has been prepared, in the form of a Joint Resolution, that outlines how project work related to the legislative appropriation the Counties received for work at the Juvenile Justice Center will be managed.

RECOMMENDATION

Staff recommends that the Board approve the Joint Resolution.

FISCAL IMPACT

The legislative appropriation is for $750,000 which is intended to complete the design work necessary for the remodel work. There is no additional financial contribution expected to complete the Design phase of this project. More funding will be required to complete the actual construction work.

MOTION

Approve as part of the Consent Agenda.

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION 2019-389

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

MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES REGARDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REMODEL OF THE JUVENILE JUSTICE CENTER

WHEREAS, RCW 39.34 authorizes local governmental units to enter into agreements with other public agencies to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, by Laws of 1951, Chapter 125, the Washington Legislature created the Benton Franklin Counties Superior Court (hereinafter "Superior Court") whereby the judicial officers appointed or elected thereto serve in both counties at all times, whether they are located in Benton County, Franklin County or elsewhere; and

WHEREAS, RCW 13.04 created the Juvenile Court as a Division of the Superior Court and as such is shared in the same manner between both Counties; and

WHEREAS, the Juvenile Court is in need of upgrades and expansion of existing program space; and

WHEREAS, Benton County has obtained a legislative appropriation through the Department of Children, Youth and Families in the amount of $750,000 for architectural and engineering services and construction of the Juvenile Justice facility; and

WHEREAS, Benton County is vacating it's building adjacent to the Juvenile Justice center which can be appropriated to provide some of the needed space; and

WHEREAS, Benton County desires to use the appropriation to obtain architectural and engineering services to design a remodel of that space and complete as much of the construction as possible with the available funds.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the Counties as follows:

1. Benton County will directly receive all funds from the appropriation for this project.

2. Benton County, following its own procurement regulations, will solicit and select an architect to provide the necessary design services for the proposed remodel work.

3. Benton County will provide all contract and project management services.

4. Benton County will include Franklin County and the Juvenile Justice staff in the design process to gain input on the layout of the new facility.

5. There is no expected financial contribution from Franklin County.

6. Benton County will retain sole ownership of the building after the remodel work is complete. Operational and maintenance costs will be split per the current cost splitting agreements.

7. This agreement constitutes the entire agreement of the parties and may only be amended in writing by mutual agreement of the parties.

8. This agreement shall be effective the date of the last signature below through December 31, 2021 upon the duly authorized signatures of the parties' representatives.

9. Each County shall file this agreement with their respective Auditor's Office upon its execution.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year indicated below.

BENTON COUNTY,
WASHINGTON

By: _____
Chair, Board of County
Commissioners

Date: _____

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

_____
Benton County Prosecuting
Attorney

Date: 010620

FRANKLIN COUNTY,
WASHINGTON

By: _____
Chair, Board of County
Commissioners

Date: 12-17-2019

Attest:

_____
Clerk of the Board

Date: 12-17-2019

Approved as to form:

_____
Franklin County Prosecuting
Attorney

Date: 12/9/19

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: REQUESTING AUTHORIZATION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR PURCHASE OF ONE (1) 4000 GALLON WATER TANK, PUMP AND PLUMBING TO BE INSTALLED ON A COUNTY OWNED CHASSIS

WHEREAS, it is the intention of the Public Works Department to procure one (1) new, 4000-gallon water tank, with pump and plumbing, to be installed on a County owned chassis; and

WHEREAS, pursuant to Res. 2012-677, the County's procurement, leasing, and contracting policy, Section 2.2.3, purchases above $25,000 dollars must follow the competitive bidding requirements of RCW 36.32.245, which includes authorization from the Board of County Commissioners for advertisement and initiating the bid process; and

WHEREAS, a bid packet (No. CB 20-02) has been prepared by the Public Works Department for the procurement of one (1) new, 4000-gallon water tank, pump and plumbing; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed the bid packet and has approved as to form; **NOW, THEREFORE,**

BE IT RESOLVED that the Public Works Administrator is authorized to proceed with the advertisement and bid process for Bid No. CB 20-02 purchase of a 4000-gallon water tank, pump and plumbing.

Dated this 14th day of January, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig: Public Works S Christen

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS
(CB No. 20-02)

PROPOSALS FOR: E. R. & R. PURCHASE OF ONE (1) NEW 4000 WATER TANK, PUMP AND PLUMBING TO BE INSTALLED ON A COUNTY OWNED CHASSIS.

BIDS RECEIVED: THURSDAY, JANUARY 23, 2020 AT 10:30 A.M., IN THE OFFICE OF THE BENTON COUNTY ENGINEER, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, JANUARY 23, 2020, AT 10:30 A.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY PUBLIC WORKS DEPARTMENT, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. Benton County is interested in the purchase of ONE (1) NEW 4000 WATER TANK, PUMP AND PLUMBING to be installed on a County owned chassis. The chassis is currently at OMCO, Inc., 2668 NE 3rd St., Prineville, Oregon 97754. It is the responsibility of the winning bidder to transport the chassis to their facility at their cost. The winning bidder shall have adequate insurance to cover the cost of replacement of the chassis during transport and assembly until delivered to Benton County. The County invites your bid on equipment, which will meet or exceed the enclosed specifications.

   NOTE: It shall be noted that Benton County wishes to have the option to purchase one additional 4000 gallon Tank, Pump and Plumbing to be installed on a County owned chassis utilizing this Bid Specification.

2. Your bid should be made out using the official "Proposal" enclosed and placed in a SEALED ENVELOPE marked "SEALED BID- 4000 GALLON WATER TANK". Sealed bids should be mailed or delivered to Benton County Public Works, 102206 E. Wiser Parkway, Kennewick, Washington 99338. Bids must be submitted prior to 10:30 a.m., Local Time, Tuesday, January 23, 2020. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

3. The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

   "NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer by Benton County, the Benton County Board of Commissioners, or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

4. The individual firm, co-partnership, or corporation to whom or to which the contract has been awarded, shall sign necessary agreements entering into a contract with Benton County, as directed hereinbefore, and deliver the documents to the County Engineer within ten (10) days, starting the next calendar day after the date of award.

5. Each bidder shall submit complete specifications of the proposed equipment, which shall be attached to the proposal form. As a MINIMUM, each of the items mentioned in the Specifications should be covered plus any additional items deemed important by the bidder.

6. Completion and delivery of the unit is guaranteed to be not later than 120 days after receipt of Benton County's Purchase Order. Delivery will be made to the Benton County Maintenance Facility at 102808 Wiser Parkway, Kennewick, WA 99338.

   There shall be no obligation to deliver the product(s) included in this proposal in the customary manner when such deliveries are prevented or hindered by Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other like causes beyond the control of the bidder.

7. It is understood that prices quoted on the bid shall be exclusive of Federal Taxes. Washington State Sales Tax is understood to be added to each purchase amount.

   The Washington State Sales Tax is included in the proposal for information purposes only and SHALL NOT be considered a part of the NET BID amount.

8. Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen, Contract Coordinator, at the Benton County Engineer's office by telephone at (509)786- 5611 (Prosser) or (509)736-3084 (Tri-Cities). Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than twenty-four (24) hours prior to bid opening will not be answered.

9. Any additional information concerning this bid call can be obtained by contacting Michael McGhan at the County Maintenance Facility, 102808 Wiser Parkway, Kennewick, Washington, telephone (509) 539-4769 or Shannon Christen, Contract Coordinator, at the Benton County Public Works Office, 102206 E. Wiser Parkway, Kennewick, Washington, telephone (509)786-5611 (Prosser), or (509)736-3084 (Tri-Cities).

10. The unit shall be new (unused), fully assembled, and fully operational prior to customer delivery.

11. Political subdivisions of the State of Washington are allowed to purchase from Benton County bids in accordance with RCW 39.30.040 Interlocal Cooperative Act. Bidder agrees to sell at the same price, terms, and conditions subject to sellers' approval at the time of the requested sale.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/6/2020

SPECIFICATIONS FOR 4000 GALLON WATER TANK

The purpose of these specifications is to identify a water tanker with the ability to pump water on, or self-load, to pump water off under pressure through nozzles, or to simply unload through a gravity bar. The hauling capacity of the tank shall be 4,000 gallons and will be constructed of T-304 stainless steel. The pressure nozzles shall have the ability to spray from the front of the truck at a downward angle to wash off a road way, spray overhead from the rear to water a gravel surface, and shall have the ability to spray through side guns mounted behind the cab at the front of the tank, left (L) and right (R) side for off the roadway applications of water for dust suppression. The tank unit will be mounted onto a new truck chassis supplied by Benton County.

***NOTE:** Benton County intends to mount a hitch plate assembly on the rear frame horns of the truck chassis. It is **Mandatory** that the tank manufacturer does not cut off the excess frame rail.

These specifications are intended to be precise where a specific make or model is requested. "Or Equal" means that other brands will be given equal consideration if they fulfill the same performance requirements. The County reserves the right to make the decision on acceptability.

SYSTEM OVERVIEW

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
Tank Size:	**Tank Size:**
1. 4,000 gallons capacity.	1. _____
2. Approximately 64 inches high, 95 inches wide, 192 inches long.	2. _____
3. Tank shall have a minimum of three baffles.	3. _____
Materials used for Construction of tanker unit:	**Materials used for Construction of tanker unit:**
1. The bottom 1/3 of the tank skin will be constructed of 3/16" thick, T-304 stainless steel minimum.	1. _____
2. The top 2/3 of the tank skin with be constructed of 10-gauge stainless steel minimum.	2. _____
3. The heads will be constructed of 3/16" T-304 stainless steel, be dished at a 5-inch minimum and flanged.	3. _____
4. The baffles shall be constructed of 10 gauge T-304 stainless steel, and have a 5-inch minimum dish.	4. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
Construction of tanker unit:	**Construction of tanker unit:**
1. The baffles will be installed with 24-inch lined crawl holes top and bottom and 6" x 12" water flow holes.	1. _____
2. Tank shall have three baffles minimum.	2. _____
3. The shell skin shall be unspliced sections for the entire length of the tank.	3. _____
4. All welds shall be made longitudinally and all welds shall be double welded seams.	4. _____
5. Tank Sub-frame assembly:	5. Tank Sub-frame assembly:
a. Mount assembly shall be three-point rough service type suspension.	a. _____
b. Sub frame will be constructed from ¼-inch x 10-inch A-572 Hi-Tensile fabrication "I" beam for the full length of the tank.	b. _____
c. A five-cross member sub frame assembly (minimum) is acceptable.	c. _____
d. Saddle supports shall be constructed under each baffle.	d. _____
e. The sub frame width will be wider than the chassis frame and will be constructed so that the two frame systems do not touch during twisting or severe terrain operation.	e. _____
Tank Mounts to the Chassis:	**Tank Mounts to the Chassis:**
1. Tank will be mounted to the chassis using a three-point mount procedure.	1. _____
2. The front mount will be of an oscillating design with a heavy-duty rocker frame to be constructed of A-572 steel and pinned with 1½-inch #4140 shafting.	2. _____
Fenders:	**Fenders:**
1. The rear truck wheels shall be covered with full form fiberglass rubber-mounted fenders.	1. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
2. Mud flaps are to be installed on the front and rear of the fenders.	2. _____
Manhole Access:	**Manhole Access:**
1. Tank shall have a welded-in circular manhole access positioned at the top center of the tank.	1. _____
2. The cover shall be secured into a locked position with over center type locking devices.	2. _____
3. Manhole access will have a minimum diameter of 30".	3. _____
Tank Access:	**Tank Access:**
1. The tank will have a rear ladder and top catwalk rails with grip strut rungs.	1. _____
2. The top walkway shall extend from the rear ladder to the manhole access lid and shall be constructed so as to be slip resistant.	2. _____
Water Level indicators:	**Water Level indicators:**
1. To be located on the front and rear of the tank.	1. _____
2. The front level indicator must be visible by looking in the rear view mirror on the drivers-side of the cab.	2. _____
3. Level indicators are to have a petcock installed on the bottom of the tubing to allow contents to be retained while tubing is being cleaned or replaced.	3. _____
Water Pump Drive System:	**Water Pump Drive System:**
1. A piston-type, closed loop hydrostatic transmission shall drive the transmission with loop cooling filtration and adjustable pressure controls.	1. _____
2. Pump shall be continuous duty, compatible with torque values of the chassis engine and optimum performance speeds required by the water pump.	2. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
3. The hydrostatic pump transmission shall be servo-controlled, variable displacement Series 90 Sundstrand, driven by a live drive shaft from the front of the engine crankshaft.	3. _____
4. The pump/transmission displacement will be controlled from the cab console using a quadrant throttle.	4. _____
5. The hydrostatic motor shall be a fixed displacement Vovac Bent-axis, connected to the water pump using a Sier-bath #C2 or equal coupler.	5. _____
6. The hydraulic filter shall be a 10-micron, 30 GPM full flow spin-on type.	6. _____
7. A minimum 27,000 BTU/hr oil cooler shall be provided.	7. _____
8. The externally adjustable automatic pressure control is to override the cable control, and to maintain constant full performance water pressures when the engine speeds are above 850 RPM.	8. _____
9. The oil reservoir shall be vented and shall include safeguards against contaminants getting into the oil or hydraulic system.	9. _____
10. High pressure hydraulic hoses will be 16 XT 4-wire braid with heavy cover.	10. _____
11. All other hoses will be SAE rated medium pressure braid hoses with heavy cover.	11. _____
12. All fittings shall be crimp type.	12. _____
Water Pump:	**Water Pump:**
1. The water pump shall be a Gorman Rupp self-priming, cast iron centrifugal pump with 5" suction and performance ability of 600 GPM @ 100psi and 750 GPM @ 85 psi.	1. _____
Plumbing:	**Plumbing:**
1. All plumbing entries shall be constructed from T-304 stainless steel weld fittings and shall be fitted with welded collars.	1. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
2. All plumbing and piping will be T-304 stainless steel minimum, using welded elbows, tees, and other fittings. * NOTE: **Threaded pipe or fittings are not acceptable!**	2. _____
3. Plumbing shall be assembled using rubber gasket couplers at necessary locations so that the assembly may be removed from the chassis.	3. _____
4. The plumbing shall include drains that will allow complete draining of pump and lines to prevent freezing.	4. _____
Hydrant filling:	**Hydrant filling:**
1. The unit shall have a 3" rear inlet with 3"- ¼ turn butterfly valve and a 2 ½" standard male type threaded fire hose connector and cap.	1. _____
2. The hydrant fill discharge shall be located near the center of the tank.	2. _____
Self-loading system:	**Self-loading system:**
1. The water pump shall be equipped with two (2) 4" hand-operated butterfly valves and one (1) 5" hand operated butterfly valve which will allow for self-loading of the water truck.	1. _____
2. The "source" suction orifice shall be a 4" cam-lock connection.	2. _____
3. A 4" Sontag strainer with stainless screen shall be installed between suction intake and pump inlet to stop damage to impellers due to rocks and debris.	3. _____
4. Two (2) 4" X 10' long sections of rubber suction hose shall be furnished with cam-lock connections and a lockable means of storage.	4. _____
5. A suction line strainer shall be provided. The strainer must have a welded hallow around its diameter so as the strainer cannon lay directly on the bottom of the canal or pond being pumped out of.	5. _____
6. The self-loading system shall be located on the driver's side of the unit.	6. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
Hose Reel:	**Hose Reel:**
1. The hose reel shall be manual rewind with hand crank wind and shall include 125' of 1" hard rubber hose with a brass wash-down style nozzle.	1. _____
2. Hose reel is to be mounted on the right-hand side (passenger) midway between the cab and the front drive axle.	2. _____
3. An air operated on/off valve shall be located on the hose reel.	3. _____
Flusher and Spray Heads:	**Flusher and Spray Heads:**
1. Plumbing to water heads shall be 3" on the manifold and 2" to individual heads.	1. _____
2. Two (2) 3" BME rear spray heads shall be located on the left and right rear of the tank. Heads shall be adjustable for quantity and direction of spray up to 100 degrees.	2. _____
3. The front flushing system shall consist of two (2) air sweep flusher heads with plus or minus 45 degrees of rotation.	3. _____
4. One flusher head on each side of the chassis, mounted under the front bumper.	4. _____
5. The nozzles with be constructed of brass and have a discharge arc of approximately 60 degrees.	5. _____
6. Levers mounted on the console inside the cab will control the air sweep nozzle system.	6. _____
7. Front flushing system spray bar shall have air control vertical adjustment.	7. _____
8. Front flushing system shall have a manual lock in the up position.	8. _____
9. The Unit shall have two (2) side mounted Deluge assemblies, one on each side, located behind the cab at frame height.	9. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
10. These two nozzles will be constructed so as to discharge water in an approximated 13-degree fan.	10. _____
11. The discharge of these two nozzles will be 400 GPM at 100 PSI and will be capable of discharge distances of up to 75 feet minimum.	11. _____
12. The nozzles shall be capable of a vertical adjustment of 45 degrees above horizon, to 45 degrees below horizon and remotely controlled from the cab console.	12. _____
Gravity Bar:	**Gravity Bar:**
1. A rear gravity bar will be provided on the unit.	1. _____
2. The bar shall be 6" minimum diameter and not less than 96" in length.	2. _____
3. The bar shall have removable end caps for clean out.	3. _____
4. The outlet couplers shall be mounted on 8" centers with 90-degree deflector assemblies to direct water downward.	4. _____
5. The control valve will be a 6" minimum butterfly, air-operated valve and must be controlled from the cab console.	5. _____
Lighting:	**Lighting:**
1. Shall comply with FMVSS 108.	1. _____
2. Lighting shall consist of two work lights mounted on the front of the tank, one on each side and two work lights mounted on the rear of the tank unit, one on each side.	2. _____
3. A second set of stop and turn signal lights shall be mounted mid way up the back of the tank unit, independent of the chassis lights.	3. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
4. Two rotating Yellow Electronic Strobe lights, part # ECCO 7970A, shall be mounted on the unit supplied. One is to be mounted on the top of the truck cab, the other to be mounted on a platform type bracket on the upper/rear, left or drivers side panel of the tank.	4. _____
5. The lights are to have separate On/Off switches. The chassis mounted light is to have a dash mounted switch clearly labeled Truck Strobe Light. The tank light switch is to be mounted on the cab console and labeled Tank Strobe Light.	5. _____
Tool and Storage Box:	**Tool and Storage Box:**
1. One fire-hose storage box, approximately 12" X 24" X 16" in size, shall be supplied and mounted on the top of the gravity bar, to the driver's side of the unit.	1. _____
2. One fitting/tool box, approximately 12" X 24" X 16" shall be supplied and mounted on the top of the gravity bar, to the passenger's side of the unit.	2. _____
Hoses, Tubing and Wiring:	**Hoses, Tubing and Wiring:**
*NOTE: All hoses, wires, airlines, hydraulic lines, wire harnesses, tubing and fuel lines shall meet the following mounting criteria:	
1. The bend radius of all hoses shall not be less than the hose manufacturer's recommended minimum.	1. _____
2. Hose, tubing and wiring shall not come into contact with any moving parts.	2. _____
3. Hoses and tubing shall not be routed closer than 6" to the exhaust system.	3. _____
4. Hoses, tubing and wires shall not be routed across any sharp edges without a protective covering to guard against being chafed or cut from vibration.	4. _____
5. Hoses, tubing and wiring shall be clamped or ties to supporting structures at approximately 18" intervals.	5. _____
6. All hoses shall be routed so water will not be trapped in the lines.	6. _____

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS (Must be completed)
7. Hoses, tubing and wiring shall be protected form rocks and other operational hazards.	7. _____
Control Console:	**Control Console:**
1. Console shall be constructed and located between the seats inside the cab and the location is to be approved by Benton County.	1. _____
2. The Console shall be covered in black vinyl.	2. _____
3. The Console will contain all the electrical switches, to include working lights and rear strobe light, air valve switches, flusher directional valves, and hydrostatic throttle controls to operate the unit.	3. _____
4. The console will have a glycerin filled 0-200 PSI water pressure gauge.	4. _____
Warranty:	**Warranty:**
Full 3 year min., unlimited mileage warranty on the tank and water system. All Warranty work is to be performed at the Benton County Sites unless, specific arrangements have been made, to repair the unit elsewhere, at the time of needed repair work.	_____
Latent Defects:	**Latent Defects:**
Notwithstanding any other clause in this contract, should a "Latent Defect" in the work be discovered during the five (5) year period after the work has been accepted by the Owner. It shall be the Contractor's responsibility to repair or replace the work. A "Latent Defect" is defined as a defect which, reasonably careful inspection will not reveal; or a defect which could not have been discovered by inspectors; or a defect that could not be located by any known or customary test.	_____

TIME FOR COMPLETION

The completed unit shall be delivered, in full operating condition, to the Benton County Road Department within one hundred twenty (120) calendar days from receipt of order. There will be a penalty in the amount of $100.00 for each working day beyond the one hundred twenty (120) day delivery date.

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned hereby certifies that I/we have read the requirements and specifications for and thoroughly understand the same and propose as follows:

Delivery Date: _____

BID PRICE FOR ONE (1) NEW 4,000 GALLON TANK, PUMP AND PLUMBING INSTALLED ON A COUNTY OWNED CHASSIS. BID PRICE SHALL INCLUDE PICK UP OF CHASSIS AND DELIVERY OF COMPLETED VEHICLE TO KENNEWICK, WASHINGTON. $_____

Washington State Sales Tax _____% $_____

TOTAL BID: $_____

DATED this _____ day of _____, 2020.

FIRM NAME _____ TELEPHONE: (____)_____

ADDRESS: _____

_____

EMAIL _____

SIGNATURE OF AUTHORIZED OFFICIALS:

_____ _____
Please print name and title Signature

_____ _____
Please print name and title Signature

PROPOSAL MUST BE SIGNED

NOTE: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CENTRAL WASHINGTON ASPHALT, INC. UNDER CONTRACT FOR C.E. 2038 SMP – RED MOUNTAIN ROAD OVERLAY AND C.E. 2039 SMP – BERMUDA ROAD OVERLAY PROJECT

WHEREAS, on September 11, 2018 the Board of County Commissioners entered into a contract with Central Washington Asphalt, Inc. of Moses Lake, Washington (Resolution 2018-639) for C.E. 2038 SMP – Red Mountain Road Overlay and C.E. 2039 SMP – Bermuda Road Overlay project; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paper work is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concur with the County Engineer's recommendation and hereby accept the work performed by Central Washington Asphalt, Inc. under contract for C.E. 2038 SMP – Red Mountain Road Overlay and C.E. 2039 SMP – Bermuda Road Overlay project as being completed in conformance with the contract documents.

Dated this 14th day of January 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works

S. Christen

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CENTRAL WASHINGTON ASPHALT, INC. UNDER CONTRACT FOR C.E. 2067 CRP – CROSBY ROAD OVERLAY

WHEREAS, on April 9, 2019 the Board of County Commissioners entered into a contract with Central Washington Asphalt, Inc. of Moses Lake, Washington (Resolution 2019-293) for C.E. 2067 CRP – Crosby Road Overlay; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paper work is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concur with the County Engineer's recommendation and hereby accept the work performed by Central Washington Asphalt, Inc. under contract for C.E. 2067 CRP – Crosby Road Overlay as being completed in conformance with the contract documents.

Dated this 14th day of January 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works

S. Christen

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:		**Type of Action**			
MEETING DATE:	1/14/2020	Execute Contract		CONSENT AGENDA	X
SUBJECT:	Adoption of Participant Position Allocations for 2020 for the Benton & Franklin Counties Adult and Juvenile Drug Court Programs; Functional Family Therapy, Selective Aggressive Probation, Detention Mental Health and Education Employment Training Program	Pass Resolution	X	PUBLIC HEARING	
		Pass Ordinance		1ST DISCUSSION	
		Pass Motion		2ND DISCUSSION	
Prepared By:	Tiffany Deaton & Shela Berry	Other		OTHER	
Reviewed By:	Jennifer Bowe & Linda Ivey	Approve for Hearing			

BACKGROUND INFORMATION

Resolution to establish participation position allocations for the Benton & Franklin Counties Adult and Juvenile Drug Court Programs and Functional Family Therapy Program based upon the annual number of participant positions. Establish participation percentage splits for Benton & Franklin Counties Selective Aggressive Probation Program, Detention Mental Health and Education Employment Training Programs based on the annual at-risk-youth population. Position allocations and percentage splits are necessary to determine the Benton & Franklin Counties Superior Court and Juvenile Court 2020 budgets.

SUMMARY

See background information

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

No fiscal impact at this time

MOTION

I move to approve joint resolution no. _____ in the matter of adopting the participant position allocation for the 2020 Benton and Franklin Adult and Juvenile Drug Court Programs; and Adopting New at Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probation, Detention Mental Health and Education Employment Training Programs.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2020-007

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

IN THE MATTER OF ADOPTING THE PARTICIPANT POSITION ALLOCATION FOR THE 2020 BENTON AND FRANKLIN ADULT AND JUVENILE DRUG COURT PROGRAMS; AND ADOPTING NEW AT RISK YOUTH POPULATION PERCENTAGE SPLIT FOR FUNCTIONAL FAMILY THERAPY (FFT), SELECTIVE AGGRESSIVE PROBATIONS (SAP), DETENTION MENTAL HEALTH, AND EDUCATION EMPLOYMENT TRAINING PROGRAM (EET) PROGRAMS

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2019-141 and Franklin County 2019-042 a Memorandum of Understanding regarding the allocation of Adult and Juvenile Drug Court and Functional Family Therapy (FFT) Programs; and

WHEREAS, Joint Resolution Benton County 2019-141 and Franklin County 2019-042 established an administrative fee of 7.5% on Franklin County's allocation of the total 2020 Benton and Franklin Adult and Juvenile Drug Court, Functional Family Therapy (FFT), Selective Aggressive Probation (SAP), Detention Mental Health and Education Employment Training (EET) Programs Budget; and

WHEREAS, For Adult and Juvenile Drug Court and Functional Family Therapy FFT, Franklin County's responsible amount is based upon the annual number of participant positions allocated to each county as approved through each county's budget process, data table attached hereto as Attachment "A", plus a 7.5% administrative fee, effective January 1, 2020; and

WHEREAS, For Selective Aggressive Probation (SAP), Detention Mental Health, and Education Employment Training (EET), Franklin Counties portion is based on the annual at-risk-youth population percentage split, data table attached hereto as Attachment "B", plus a 7.5% administrative fee, effective January 1, 2020; **NOW THEREFORE,**

BE IT RESOLVED, Benton County shall invoice Franklin County monthly for the County's pro rata share of the expenses incurred in the 2020 Benton and Franklin Adult and Juvenile Drug Court, Functional Family Therapy (FFT), Selective Aggressive Probation (SAP), Detention Mental Health, and Education Employment Training (EET) Programs Budget; and

cc: BC Commissioners, FC Commissioners, Juvenile, Auditor, Treasurer

BE IT FURTHER RESOLVED, Franklin County's payment to the Benton County Treasurer shall be no later than 20 days of the date of each invoice thereafter (February 15th invoice, for the month of January expenses, payment due March 6th), and so forth.

Dated this ..... day of....., 2020.

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

Clerk of the Board

Dated this 7th day of January, 2020.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

Clerk of the Board

Prepared by: T. Deaton

cc: BC Commissioners, FC Commissioners, Juvenile, Auditor, Treasurer

ATTACHMENT A

Adult and Juvenile Drug Court and FFT Programs Per Joint Resolution BC 2019-141 and FC 2019-042

Source: Prior to Budget Adoption

	Participant Positions Allocation			Participant %	
	Benton County	Franklin County	Total	BC %	FC%
Adult Drug Court	50	20	70	71.43%	28.57%
Juvenile Drug Court	22	3	25	88.00%	12.00%
FFT	17	8	25	68.00%	32.00%

cc: BC Commissioners, FC Commissioners, Juvenile, Auditor, Treasurer

ATTACHMENT B

All costs associated with the SAP, Detention Mental Health, and EET Program shall be split between Benton County and Franklin County based upon the ratio of each county's juvenile youth-at-risk population of 12-17 year-old averaged over a five year time period as stated in the MOU set forth in Benton County Resolution 2019-141 and Franklin County Resolution 2019-042.

Source: https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin
County (Special age groups): 2010-2018

- Selective Aggressive Probation (SAP)
- Detention Mental Health
- Education Employment Training (EET)

		Total	2018	2017	2016	2015	2014
Benton County		94,325	17,102	16,819	16,634	21,973	21,797
Franklin County		52,900	9,646	9,430	9,252	12,367	12,205
Combined		147,225	26,748	26,249	25,886	34,340	34,002
5-Year Rolling Average							
Rolling Average Benton County		18,865					
Rolling Average Franklin County		10,580					
		29,445					
2020 Percentage Split							
Benton County	64.07%						
Franklin County	35.93%						

cc: BC Commissioners, FC Commissioners, Juvenile, Auditor, Treasurer

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	01/14/2020	Execute Contract		Consent Agenda	X
Subject:	2019 Personal Property Uncollectible	Pass Resolution	X	Public Hearing	
		Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
Prepared by:	Alicia Woods	Other		Other	
Reviewed by:	Kenneth Spencer				

BACKGROUND INFORMATION

Pursuant to RCW 84.56.240, the County Treasurer is required to file a list of uncollectible personal property taxes by February 1st of each year with the County Legislative Authority. The attached Exhibit "A" details all the personal property taxes that were deemed uncollectible by the Treasurer for 2019.

SUMMARY

The County Treasurer is providing the attached list (Exhibit "A") of personal property taxes that have been deemed uncollectible for 2019 as required by RCW 84.56.240 for Commissioner approval.

RECOMMENDATION

It is recommended that the board pass the resolution pertaining to the personal property taxes the Treasurer has deemed as uncollectible.

FISCAL IMPACT

The total dollar amount of the uncollectible personal property taxes for 2019 is $1,660.12 as shown in Exhibit "A".

MOTION

Not applicable, Consent agenda form.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLING TAXES ASSESSED UPON PERSONAL PROPERTY WITHIN BENTON COUNTY, WHICH THE BENTON COUNTY TREASURER HAS DETERMINED TO BE UNCOLLECTIBLE.

WHEREAS, taxes have been duly assessed upon the personal property listed on the schedule of property attached hereto as Exhibit "A", and duly extended on the tax rolls of Benton County; and,

WHEREAS, the Benton County Treasurer having made diligent search and inquiry for goods and chattels upon which to collect such taxes; and

WHEREAS, the Benton County Treasurer has filed an affidavit (Exhibit "A") with the Board of Benton County Commissioners, asserting that no such goods and chattels could be found, and that said taxes are therefore uncollectible; **NOW THEREFORE,**

BE IT RESOLVED, that the taxes assessed upon the personal property as enumerated on Exhibit "A", attached hereto, are determined to be uncollectible and pursuant to the provisions of RCW 84.56.240, such taxes are hereby canceled from the tax rolls of Benton County.

Dated this _____day of _____, 2020

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

CC: Treasurer, Assessor, Auditor

Prepared by: Alicia Woods

Exhibit "A"

KENNETH SPENCER
Benton County Treasurer
PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

January 2, 2020

Board of Benton County Commissioners
PO Box 190
Prosser, WA 99350

RE: Cancellation of Uncollectible Personal Property Taxes. RCW 84.56.240

Dear Members of the Board:

Pursuant to RCW 84.56.240, the County Treasurer shall file with the County legislative authority, a list of uncollectible personal property taxes. The County Treasurer shall also file an Affidavit stating the Treasurer has made a diligent search and inquiry for goods and chattels wherewith to make such taxes and was unable to collect the same.

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX

I, Kenneth Spencer, Benton County Treasurer, swear that every effort has been made to diligently search and inquire for goods and chattels upon which to collect such taxes. Now therefore, I request the taxes be cancelled as uncollectible personal property taxes.

Sincerely,

Kenneth Spencer
Benton County Treasurer
KS:aw
Attachments: Uncollectible Personal Property Listing, 1 page.

Subscribed and sworn to before me this 02 day of January, 2020.

SANDRA GARCIA
COMMISSION EXPIRES
NOTARY PUBLIC
08-27-2021
STATE OF WASHINGTON

Sandra Garcia
Notary Public
Appointment Expires: 08/27/2021

Exhibit "A"

BENTON COUNTY TREASURER'S 2019 PERSONAL PROPERTY UNCOLLECTIBLE

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
ACCOUNTING SERVICES PLUS INC	30PA80900000000	2018	R2	BUSINESS CLOSED/UNABLE TO COLLECT	$23.39
ACCOUNTING SERVICES PLUS INC	30PA80900000000	2019	R2	BUSINESS CLOSED/UNABLE TO COLLECT	$15.57
BILLY'S BULL PEN TAVERN	30PB38000100000	2018	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$142.62
HARKINS SWINBURNSON & WAGAR PLLC	30PH51900000000	2018	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$382.09
HARKINS SWINBURNSON & WAGAR PLLC	30PH51900000000	2019	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$266.50
HORSE HEAVEN HILLS TRAINING STABLES LLC	30PH51800000000	2018	1231	BUSINESS CLOSED/UNABLE TO COLLECT	$119.14
JESSES CUSTOM CONCRETE	30PJ28000000000	2018	1331	BUSINESS CLOSED/UNABLE TO COLLECT	$12.61
SNACK SHACK ESPRESSO & DELI	30PS10650000000	2018	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$460.11
BERNARDO J CORREA & ESTELA PLATA DE CORREA	40ML04100100000	2018	P1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$71.08
BERNARDO J CORREA & ESTELA PLATA DE CORREA	40ML04100100000	2019	P1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$9.77
JESUS GARCIA	40MS31700000000	2018	P1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$25.54
JOSE ESTEBAN FERRER	40ME48200000000	2018	P1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$82.23
JOSE ESTEBAN FERRER	40ME48200000000	2019	P1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$49.47
				GRAND TOTAL	**$1,660.12**
				2018 TAX YEAR TOTAL	$1,318.81
				2019 TAX YEAR TOTAL	$341.31
				GRAND TOTAL	**$1,660.12**

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Jan 14, 2020	Execute Contract	____	Consent Agenda	____
Subject: Transfer of Funds within Current Expense Fund 0000101 Sheriff Administration Department 118 to fund one (1) month of salary for a Chief Financial Officer trainee	Pass Resolution	X	Public Hearing	____
	Pass Ordinance	____	1st Discussion	X
	Pass Motion	____	2nd Discussion	____
	Other	____	Other	____
Prepared by: Ruth Franz				
Reviewed by:				

BACKGROUND INFORMATION/ SUMMARY

Benton County Sheriff's Office needs to move one (1) month of salary to a trainee line item to fund a one (1) month position to train the new Chief Financial Officer.

The trainee will be put into the Chief Financial Officer line item (1378) when the current Chief Financial Officer vacates the position.

The position is a grade 21 on the non-bargaining pay schedule.

RECOMMENDATION

Approve the attached Resolution authorizing the transfer of funds within the Sheriff's Office budget to fund one (1) month of salary for a trainee line item.

FISCAL IMPACT

No fiscal impact. This is to train a new CFO and is budget neutral.

MOTION

The Board of Benton County Commissioners concurs with the recommendation and hereby authorizes that funds shall be transferred as outlined in Exhibit "A," in the attached resolution to fund one (1) month salary to a trainee line item.

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 0000101, SHERIFF ADMINISTRATION DEPARTMENT NUMBER 118.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto for 2019-2020 budget within Sheriff Administration Department 118.

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: Auditor; File, BCSO

R. Franz

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Administration Dept Nbr: 118

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	1378	Chief Financial Officer	$6,000
TOTAL			$6,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	1133	Chief Financial Officer - trainee	$6,000
TOTAL			$6,000

Explanation:

Moving 1 month of salary to a trainee line item to fund a 1 month position to train for the Chief Financial Officer position. At the end of the 1 month, the trainee will be put into the Chief Financial Officer line item (1378) when the current Chief Financial Officer vacates the position. This position is a grade 21.

Prepared by: Ruth Franz Date: 07-Jan-2020

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED		
MTG. DATE: January 14, 2020			Consent Agenda
SUBJECT: Rural Water Supply Program Ordinance	Execute Contract		Public Hearing X
	Pass Resolution	X	1st Discussion
MEMO DATE: Dec. 20, 2019	Pass Ordinance	X	2nd Discussion
Prepared By: Greg Wendt	Pass Motion		Other
		X	

BACKGROUND INFORMATION

The Yakima Basin has been involved in a water rights adjudication process for more than 40 years. The Adjudication and other state and federal Court decisions have determined that water supply in the Yakima River Basin is over appropriated.

Washington State Department of Ecology (Ecology) settled with the US Bureau of Reclamation (Reclamation) and the Yakama Nation in the late 1990's over proposed groundwater permits in the Blackrock area and Rattlesnake Ridge. In September 2011, the United State Geological Survey released the final report of a 12-year, multi-million-dollar study confirming that groundwater and surface water are directly connected, which means groundwater withdrawals can impair senior surface water rights.

Ecology, in cooperation with Reclamation and the Yakama Nation has determined that groundwater management will need to protect senior water rights, flows for fish and economic development. Ecology has stated they will seek solutions that address uncertainty and exposure faced by existing post 1905 groundwater users (which includes most everyone). In seeking water management solutions, Ecology shall build upon the broad-based support for the Yakima Basin Integrated Water Management Plan.

Ecology sent Benton County a letter in early 2017 giving the County notice that rural water supply is at risk of impairment to senior water right holders and encouraging the County to take steps to develop a rural water supply program similar to the ones developed by Kittitas County and Yakima County.

In the Fall of 2017 Benton County entered into a professional services contract with White Bluffs Consulting for assistance in developing a rural water supply program to facilitate compliance with and pursuant to the Growth Management Act.

SUMMARY

On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development

regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

For the protection of the quantity and quality of ground and surface water, a Rural Water Supply Program is proposed that requires new housing units (associated plats and building permits), relying on permit exempt wells, located in a certain portion of WIRA 37, to fully mitigate the impacts such wells on the main stem of the Yakima River.

Benton County has acquired certain water rights that will be placed into trust with the State of Washington. If requirements are satisfied, an applicant may acquire a required mitigation certificate for each parcel from the Benton County Water Bank. Three (3) different mitigation packages are begin offered, depending on whether an applicant is located within the boundaries of an irrigation district. The applicant will be required to install metering equipment which will be required to be installed and approved before certificate of occupancy of the dwelling unit.

ORDINANCE DESCRIPTION

To comply with Benton County Resolution 2019-276, the Futurewise Settlement Agreement and the Department of Ecology, the Benton County Planning Department is proposing an amendment to Benton County Code, Title 15. The proposed amendment adds the new Benton County Rural Water Supply Program (Title 15 BCC).

FISCAL IMPACT -None.

RECOMMENDATION

It is the recommendation of the Benton County Planning Staff that the Board of County Commissioners approves and adopts ordinance amendment OA 2019-004 adding a new Chapter to Title 15 regarding the Rural Water Supply Program to comply with Benton County Resolution 2019-276 the Futurewise Settlement Agreement and the Department of Ecology.

MOTION

The Board hereby approves the resolution and adopts the ordinance amendment (OA 2019-004) adding a new Chapter to BCC Title 15 regarding the Rural Water Supply Program to comply with Benton County Resolution 2019-276, the Futurewise Settlement Agreement and the Department of Ecology.

RESOLUTION 2019 276

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESOLVING THE APPEAL OF BENTON COUNTY'S 2017 COMPREHENSIVE PLAN PERIODIC UPDATE

WHEREAS, on February 13, 2018, the Board of Benton County Commissioners adopted Resolution 2018-137 and Ordinance 600 to enact the 2017 Comprehensive Plan Periodic Update; and

WHEREAS, on April 18, 2018, Futurewise, a Washington non-profit corporation, executed and subsequently filed with the Growth Management Hearings Board a Petition for Review with the Growth Management Hearings Board to challenge the compliance of Benton County Resolution 2018-137 and Ordinance 600 with the Growth Management Act; and

WHEREAS, after negotiation, Futurewise and the Board of County Commissioners have developed an agreement pursuant to which Futurewise agrees to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to its comprehensive plan and additional development regulations to implement certain measures to protect the rural water supply; and

BE IT RESOLVED, that the Chairman is authorized to sign and have delivered to Futurewise the attached Settlement Agreement between Futurewise and Benton County to establish a framework to potentially resolve the matter of *Futurewise v. Benton County,* Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004.

Dated this 2nd day of April, 2019.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....

Clerk of the Board

Settlement Agreement between Futurewise and Benton County

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into this 2 day of April, 2019, by and between the Appellant, Futurewise, a Washington non-profit corporation, and Respondent, Benton County, a Washington state municipal government ("County"), for the purpose of resolving and settling all claims associated with Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

NOW THEREFORE, FOR GOOD AND FAIR CONSIDERATION, FUTUREWISE AND BENTON COUNTY AGREE AS FOLLOWS:

Section 1. Requirement to Dismiss.

A. Within 15 days of the completion of the tasks and adoption of the development regulations referenced in Sections 2 and 3.B, and the amendments to the comprehensive plan referenced in Sections 3 and 4 of this Settlement Agreement, Futurewise shall cause to be dismissed with prejudice the appeal with the caption *Futurewise v. Benton County*, Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004. Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004 is Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

B. This dismissal will be accomplished through a joint stipulation executed by Futurewise and Benton County or any other means authorized by Growth Management Hearings Board rules of practice and procedure.

Section 2. Provisions to Protect Surface and Ground Water.

Benton County will consider adopting and implementing the following measures for the protection of the quality and quantity of ground and surface water.

A. Permanent regulations will be considered that will require new development relying on permit-exempt wells proposed to be located within a certain portion of Water Resource Inventory Area (WRIA) 37 to fully mitigate the impacts of such wells on the main stem of the Yakima River resulting from the consumptive use of water by such wells for housing unit needs by meeting the criteria set forth below:

(i) The geographic area subject to these regulations will only be that portion of WRIA 37 located in Benton County that drains to the Yakima River and not the Columbia River. That geographic area

is depicted on the attached Exhibit A. The area is hereafter referred to as the "mitigated area."

(ii) Benton County has acquired and may continue to acquire surface water rights with a priority date pre-May 10, 1905, in the Yakima River Basin. Mitigation of the consumptive water use of permit-exempt wells in the mitigated area to be considered will be accomplished by placing such water rights in trust with the State of Washington for instream flows within or upstream of WRIA 37.

(iii) For every building permit issued after February 13, 2018, and prior to the adoption of the regulations set forth below in subsection (iv), that requires potable water from a permit-exempt well located in the mitigated area, Benton County will reserve 200 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel within an irrigation district and 300 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel not within an irrigation district from a water right placed in trust by the County.

(iv) The permanent regulations to be considered will require new applicants for subdivisions and residential building permits that seek to use permit-exempt wells located in the mitigated area for potable water supply to provide evidence of mitigation in the following form as a condition to final plat approval and building permit approval: (1) acquisition of a mitigation certificate from the County for up to a certain number of gallons per day per parcel (annual daily average) for indoor only water usage for each residence; or (2) acquisition of a mitigation certificate from the County for up to a certain larger number of gallons per day per parcel (annual daily average) for indoor and outdoor water usage for each residence if the parcel on which the development is proposed is not located within an irrigation district.

(v) The County will consider regulations that will only allow the issuance of a mitigation certificate if the aggregate of water usage allotted by all mitigation certificates issued by the County, in addition to the water reserved under subsection (iii) above, will not exceed the amount of water placed into trust by the County.

B. The County further agrees that prior to the adoption of the permanent regulations set forth in section A above, it will approve long plat applications submitted after the effective date of this Agreement that seek to rely on permit-exempt wells within the mitigated area only if a condition is required that a statement be placed on the face of the plat indicating that no building permits will be issued for any of the lots within the plat without first obtaining mitigation certificates for the lot for which a building permit is sought.

*Note: Code provisions to address the deleted §2.B already have been adopted in Benton County Ordinance 611, section 165(c), and Ordinance 612, section 11(b). Those

sections will be considered for further amendment at the same time as the regulations in 2.A above to make BCC 9.02.100 and BCC 11.42.040 only applicable to unincorporated areas not covered by the regulations referred to above in section 2.

Section 3. Measures to Protect Rural Character.

A. Benton County will consider amendments to the Rural Element/Land Use Element of its Comprehensive Plan to add policies governing rural development. The policies shall be equivalent in substance and effect to the provisions listed below, but Futurewise and Benton County (the parties) recognize that changes in location, order, formatting, numbering, and wording that do not change the substance may occur as part of the comprehensive plan amendment process.

- New Policy: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

- New Policy: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

- New Policy: Rural development shall provide adequate water for domestic use. When feasible, rural developments will be encouraged to utilize existing community systems with adequate availability for domestic water and sewage disposal.

- New Policy: New groundwater uses must provide evidence that the proposed water source is physically and legally available. Groundwater uses and withdrawals, including the issuance of building permits and the approval of land divisions, must be consistent with RCW 90.44.050, and with applicable rules adopted pursuant to RCW 90.22 and 90.54.

- New Policy: Provide public services consistent with rural character. Rural developments will not impact existing public facilities/services to the extent that the level of service for that facility is reduced below the adopted threshold and/or acceptable operation capacity. Rural developments should occur where adequate access to transportation systems, and rural levels of utilities and facilities, such as domestic water, power, and fire and police protection are available.

- New Policy: Rural development shall minimize potential adverse impacts to water quality, slope stability, vegetation, wildlife and aquatic life as implemented through the County's critical area regulations, shoreline master program, and hydrology manual.

- New Policy: Support the availability of sufficient water to maintain the agricultural industry and agricultural processing and value-added manufacturing.

- New Policy: Encourage long-term conservation, adequate water supply, and the wise stewardship of natural resources within Benton County for the benefit of current and future residents.

- New Policy: Encourage the continued communication with irrigation districts, legislature, and other responsible entities to ensure that adequate irrigation water is available for agricultural uses.

- New Policy: Encourage the use of low-impact development (LID) measures in the Eastern Washington Low Impact Development Guidance Manual and their application to urban development, urban and rural subdivisions, and large rural developments in Benton County.

- New Policy: Support on-site infiltration in rural areas for new lots, subdivisions and developments by promoting storm water best management practices. Promote the retention of existing native vegetative cover in landscaping plans for areas zoned Rural Lands One Acre (RL-1), Rural Lands Five Acre (RL-5), Rural Lands Twenty Acre (RL-20), and Planned Development (PD) zones applied to any of these zones. Where the proposed development will not be precluded, limit impervious surfaces that are not infiltrated on-site for all new development in the zoning districts listed above to no more than ten percent and require the retention of 45 percent vegetative cover, which may include native or non-native species, provided soil infiltration/filtration properties are maintained.

- New Policy: Support and encourage the use of and application of Firewise principles and other fire risk reduction measures consistent with the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan to reduce fire risk for urban development, urban subdivisions, rural subdivisions and large rural developments susceptible to wildfires. Encourage the implementation of the Firewise principles, or similar best management measures, applicable to individual lots on all lots at risk from wildfires.

- Adopt by reference as an appendix to the Comprehensive Plan, the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan, as amended.

B. Benton County will consider adopting the Eastern Washington Storm Water Manual by reference as a development regulation.

C. If the regulations set forth in Section 2 and the Comprehensive Plan amendments and the regulation listed above in Section 3 are adopted and implemented, Benton County will commit to the following practices regarding low impact development and Firewise principles for at least ten (10) years from the effective date of the dismissal of the appeal as set forth in Section 1:

- Include informational materials related to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials as an attachment/supplemental to the County's land use, road approach and building permit application materials to be utilized as a resource for landowners.

- Include on the County's website (Planning, Public Works and Building) links to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials to be utilized as a resource for landowners.

Section 4. Modification of the Capital Facilities Plan Element, the Capital Improvement Plan, and the Transportation Element of Benton County Comprehensive Plan.

A. Benton County will consider amending the applicable parts of Chapter 2 – Goals and Policies, Chapter 9 Capital Facilities Element, and Appendix J – Capital Improvement Plan, 2017 – 2022, and include an inventory or reference to an inventory of existing public facilities owned by public entities, a forecast of future needs, the proposed location and capacities of expanded or new public facilities, and a six-year financing plan for capital facilities that is within the projected funding capacities for publicly owned water systems, fire districts, municipal emergency services providers, and school systems, as applicable.

B. Benton County will consider including in its Capital Facilities Plan Element/Capital Improvement Plan and Transportation Element the Ben-Franklin Transit capital facilities, level of service standards, service areas, and recommendations for additional service.

C. In addition, Benton County will agree to conduct an analysis of the adequacy of the firefighting capabilities and consider amendments to the Capital Facilities Plan Element if it determines such amendments are needed to maintain adequate firefighting capabilities on the borders of the UGAs and the rural areas within the county.

D. Benton County will consider amending Appendix H to more clearly describe the land use assumptions used in the analysis. In addition, Benton County will coordinate with the Washington State Department of Transportation (WSDOT) and Benton-Franklin Council of Governments (BFCOG) in conducting a more detailed evaluation of the estimated traffic impacts of projected growth on state-owned facilities and the facility and service needs stemming from future population demands on state owned facilities, and amend Appendix H, as needed.

Section 5. Attorneys' Fees and Costs.

Each party hereto shall bear its own attorneys' fees and costs.

Section 6. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between Futurewise and Benton County, shall supercede any and all prior written and/or oral agreements, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. No other understandings, oral or otherwise, shall be deemed to bind any of the parties hereto.

Section 7. Remedy for Breach.

For any breach of this Settlement Agreement all remedies in law and equity shall be available including the remedy of specific performance.

Section 8. Amendment.

This Settlement Agreement may not be modified or amended except by the written agreement of the parties.

Section 9. Governing Law.

This Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington.

Section 10. Authorization.

Each person signing this Settlement Agreement represents and warrants that he or she has authority to sign this Settlement Agreement on behalf of and to bind the party represented, and that any necessary conditions precedent to the execution of this Settlement Agreement on behalf of the party represented have been satisfied.

Section 11. Counterparts.

A. This Settlement Agreement may be executed in counterparts and each executed counterpart shall have the same force and effect as the original instrument and as if all of the parties to the counterparts had signed the same instrument.

B. Electronic facsimile signatures and/or electronically scanned signatures shall be sufficient to demonstrate a party's assent to this Settlement Agreement.

Section 12. Effective and Expiration Dates.

A. This Settlement Agreement shall be effective on the later of the dates it is signed by the parties.

B. This Settlement Agreement shall expire on the day after the day the Growth Management Hearings Board dismisses *Futurewise v. Benton County*, Growth

Management Hearings Board Eastern Washington Region Case No. 18-1-0004. No cause of action shall accrue under this Settlement Agreement with respect to actions by Benton County regarding any comprehensive plan amendments or amendment or repeal of development regulations adopted after this Settlement Agreement expires. This provision does not limit in any way the rights of Futurewise to challenge such actions under the provisions of the Growth Management Act.

BENTON COUNTY

By: Shon Small

Its: Chairman

Signed this 2 day of April, 2019.

FUTUREWISE

By: Chris Wierzbicki

Its: Executive Director

Signed this 29th day of March 2019.

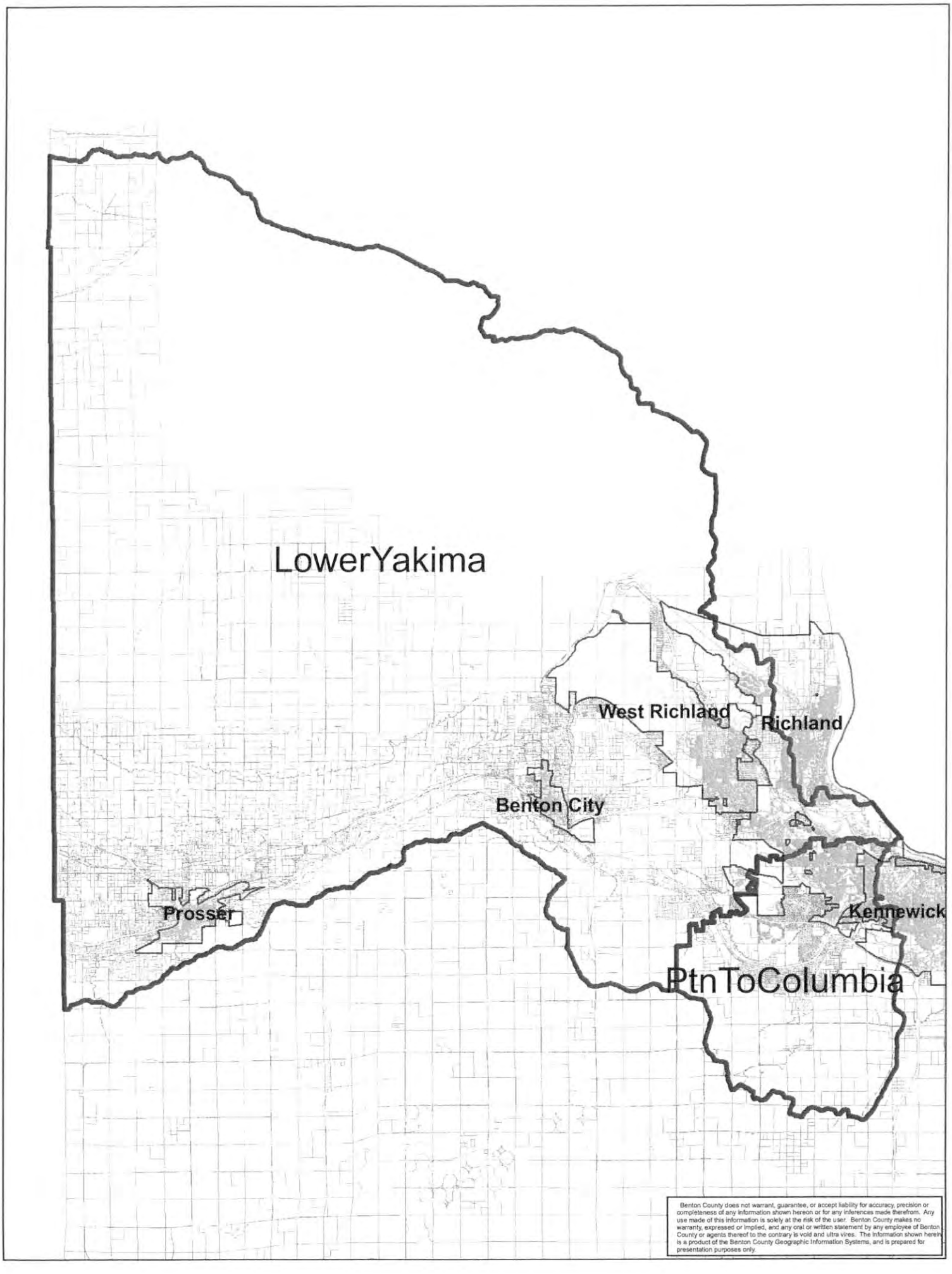
Approved as to form:

By: Ryan K. Brown

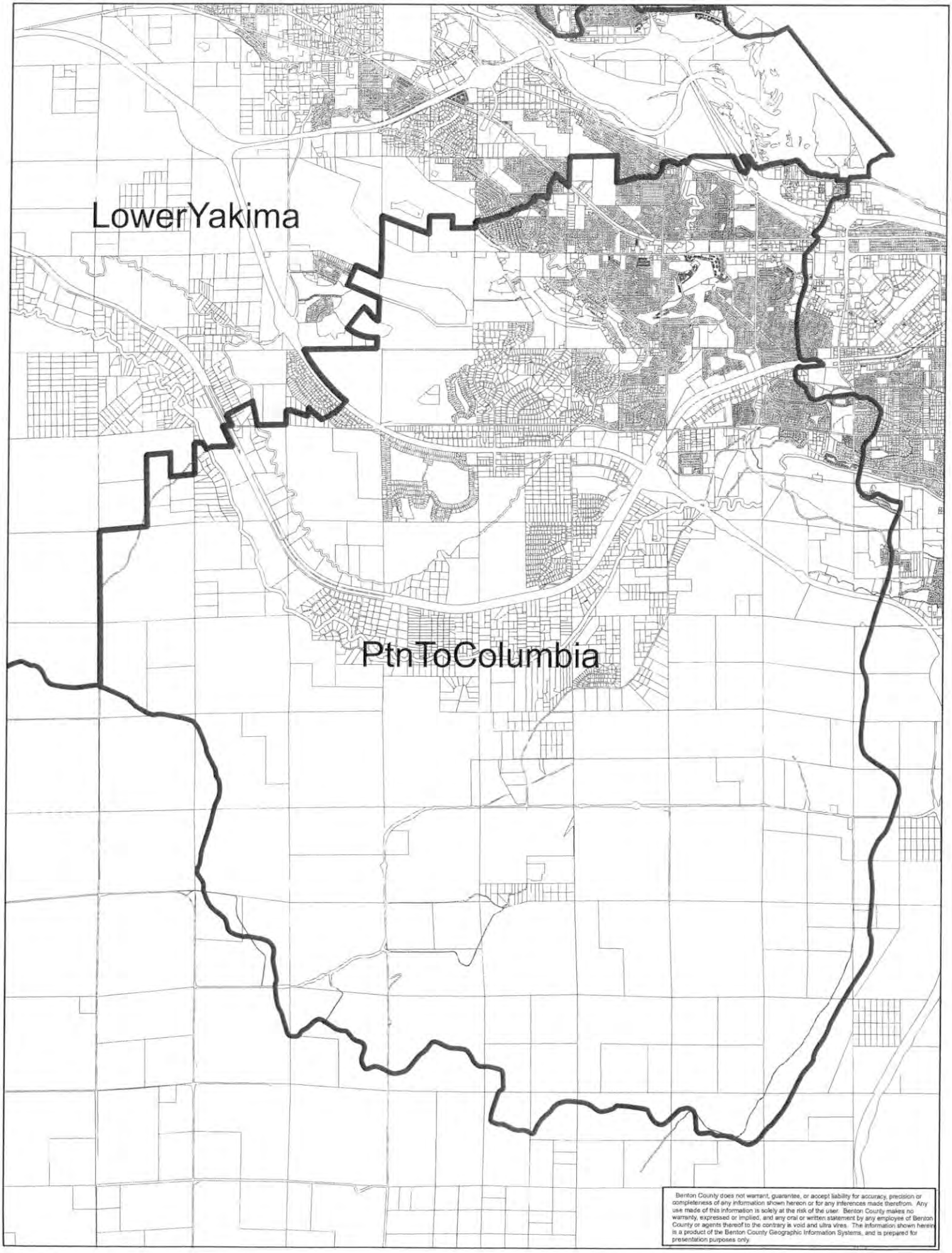
Its: DPA

EXHIBIT A

(2 pages)



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RELATING TO THE RURAL WATER SUPPLY PROGRAM; ADDING A NEW CHAPTER TO TITLE 15 OF THE BENTON COUNTY CODE TO COMPLY WITH THE FUTUREWISE SETTLEMENT AGREEMENT AND COUNTY RESOLUTION 2019-276

WHEREAS, the Yakima Basin has been involved in a water rights adjudication process for more than 40 years. The Adjudication and other state and federal Court decisions have determined that water supply in the Yakima River Basin is over appropriated; and,

WHEREAS, Washington State Department of Ecology (Ecology) settled with the US Bureau of Reclamation (Reclamation) and the Yakama Nation in the late 1990's over proposed groundwater permits in the Blackrock area and Rattlesnake Ridge. In September 2011, the United State Geological Survey released the final report of a 12-year, multi-million-dollar study confirming that groundwater and surface water are directly connected, which means groundwater withdrawals can impair senior surface water rights; and,

WHEREAS, Ecology, in cooperation with Reclamation and the Yakama Nation has determined that groundwater management will need to protect senior water rights, flows for fish and economic development. Ecology has stated they will seek solutions that address uncertainty and exposure faced by existing post 1905 groundwater users (which includes most everyone). In seeking water management solutions, Ecology shall build upon the broad-based support for the Yakima Basin Integrated Water Management Plan; and,

WHEREAS, Ecology sent Benton County a letter in early 2017 giving the County notice that rural water supply is at risk of impairment to senior water right holders and encouraging the County to take steps to develop a rural water supply program similar to the ones developed by Kittitas County and Yakima County; and,

WHEREAS, on April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004) ; and,

WHEREAS, on April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276; and,

WHEREAS, for the protection of the quantity and quality of ground and surface water, an ordinance amendment regarding a Rural Water Supply Program is proposed that requires new housing units (associated plats and building permits), relying on permit exempt wells, located in a certain portion of WIRA 37, to fully mitigate the impacts such wells on the main stem of the Yakima River; and,

WHEREAS, Benton County has acquired certain water rights that will be placed into trust with the

State of Washington. If requirements are satisfied, an applicant may acquire a required mitigation certificate for each parcel from the Benton County Water Bank. Three (3) different mitigation packages are begin offered, depending on whether an applicant is located within the boundaries of an irrigation district. The applicant will be required to install metering equipment which will be required to be installed and approved before certificate of occupancy of the dwelling unit; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on January 14, 2020, in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350, to take testimony on the ordinance amendment adding a new Title to Chapter 15 of the Benton County Code regarding the Benton County Rural Water Supply Program. The legal notification was published on January 1, 2020; and,

WHEREAS, the Board did review the testimony and the proposed ordinance; and,

WHEREAS, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt said ordinance amendment; and,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners adopts the ordinance amendment (OA 2019-004) adding a new Title to Chapter 15 of the Benton County Code regarding the Rural Water Supply Program to comply with Benton County Resolution 2019-276, the Futurewise Settlement Agreement and the Department of Ecology; and,

BE IT FURTHER RESOLVED by the Board of Commissioners of Benton County, Washington that Ordinance No. _____ shall take effect and be in full force on February 1, 2020.

Dated this 14th day of January 2020.

_____
Chairman of the Board

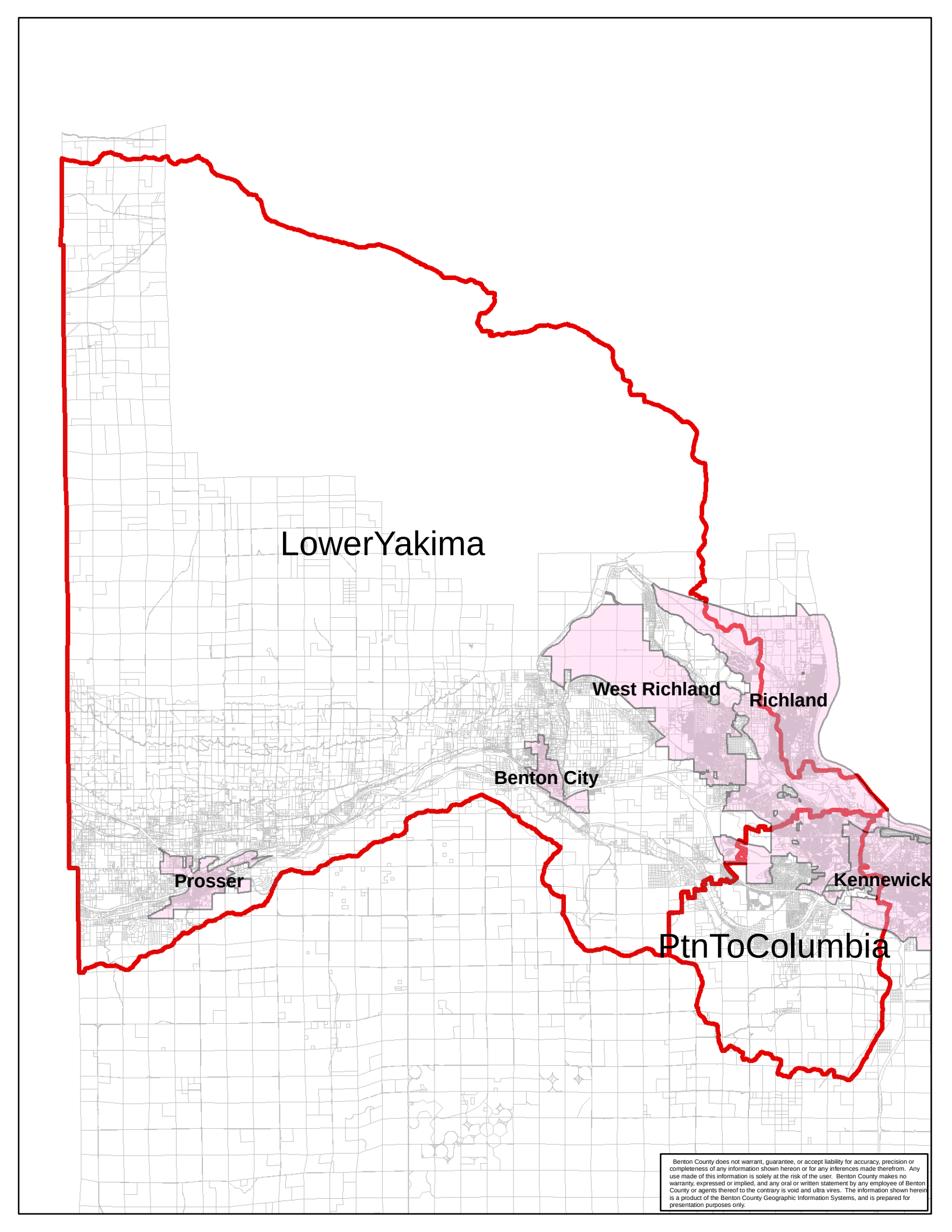
_____
Chair Pro Tem

_____
Member

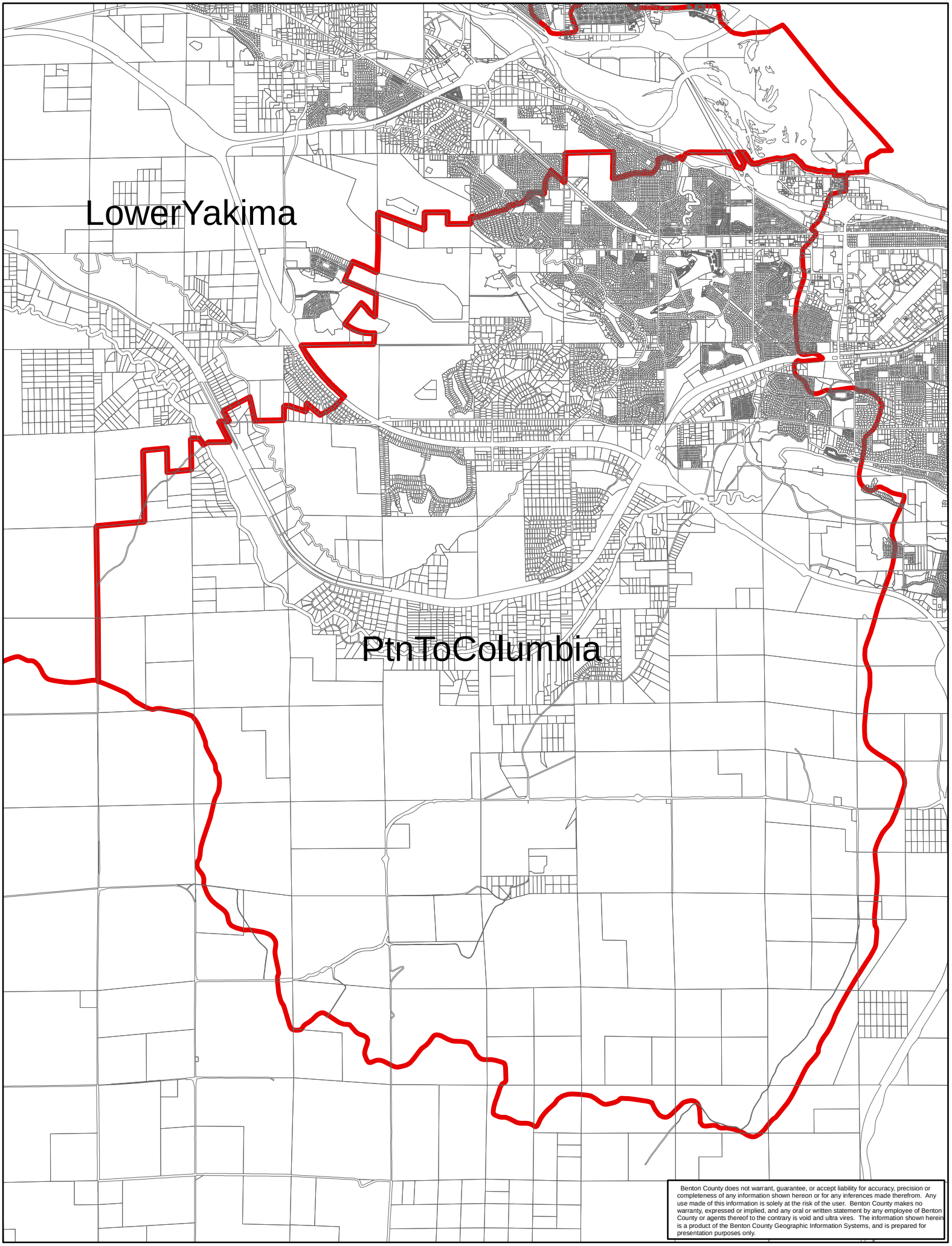
Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

GW/djh



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

ORDINANCE NO._____

AN ORDINANCE relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code.

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

SECTION 1. TITLE. There is hereby added a new chapter to the Benton County Code, entitled "Rural Water Supply Program" and which shall include the sections that follow.

SECTION 2. PURPOSE. The purpose of this chapter is to: (1) protect the public health, safety and welfare of the citizens of Benton County; (2) comply with the requirements of the Growth Management Act set forth in chapter 36.70A RCW related to the protection of the quantity and quality of ground and surface water; and (3) protect the rural character of the County, while continuing to provide opportunities for citizens that desire rural residential lifestyle in areas not served by public water systems.

SECTION 3. APPLICABILITY. This chapter shall only apply to development of parcels for residential uses which are located wholly or partially within that portion of unincorporated Benton County that drain to the Yakima River basin as set forth in the two Mitigation Area maps attached hereto as Exhibit A, which in general terms is that portion of water resource inventory area 37 delineated by the Benton County line to the west, the northern and southern boundaries of water resource inventory area 37, and on the east as set forth in the Mitigation Area maps.

SECTION 4. DEFINITIONS. The following words and phrases used in this chapter shall be given the meaning attributed to them by this section. Except where specifically defined below, all words used in this chapter shall carry their customary meaning as set forth in a commonly accepted dictionary.

(a) "Dwelling Unit" shall mean a room or rooms located within a structure that is designed, arranged, occupied or intended to be occupied by not more than one (1) household. The existence of food preparation and bathroom areas within the room or rooms shall be evidence of the existence of a dwelling unit.

(b) "Irrigation District" shall mean a district organized pursuant to chapter 87.03 RCW.

(c) "Water Resource Inventory Area 37" shall mean that area so designated by chapter 173-500 WAC, as now in existence or hereafter amended.

SECTION 5. CREATION AND USE OF COUNTY WATER BANK. Benton County has acquired certain water rights that will be placed into the State of Washington trust water rights program pursuant to chapters 90.38 and 90.42, RCW, and future acquired water rights may also be placed into the trust water rights program by Benton County. Mitigation certificates may be issued under Section 8 of this Ordinance only to the extent the aggregate amount of water considered to be consumptively used pursuant Section 9 of this Ordinance does not exceed the amount of water placed into the trust water rights program by Benton County for this purpose.

SECTION 6. BUILDING PERMITS FOR DWELLING UNITS. An applicant for a building permit under Title 3 of the Benton County Code to construct a new building that will contain one or more dwelling units may rely on a private well for which no water right has been obtained for the necessary domestic water supply for such building only if the provisions of RCW 90.44.050 are satisfied and the applicant acquires a mitigation certificate from the Benton County Water Bank under the terms of this chapter or from a private water bank in a quantity of water equal to or greater than that required if the mitigation certificate were obtained from the Benton County Water Bank.

SECTION 7. APPLICATIONS FOR SHORT SUBDIVISIONS OR SUBDIVISIONS. An applicant for a short subdivision or subdivision under Title 9 of the Benton County Code may rely on one or more private wells for which no water right has been obtained for the necessary domestic water supply for the lots to be created only if the provisions of RCW 90.44.050 are satisfied and the applicant acquires the required mitigation certificates for each proposed parcel from the Benton County Water Bank under the terms of this chapter or from a private water bank in quantities of water equal to or greater than that required if the mitigation certificates were obtained from the Benton County Water Bank.

SECTION 8. MITIGATION CERTIFICATES FROM THE COUNTY.
(a) An applicant for a building permit on a parcel within the boundaries of an irrigation district at the time of application approval and that must to acquire a mitigation certificate pursuant to Section 6 of this Ordinance, may purchase one Package A Mitigation Certificate per dwelling unit from the County. A Package A Mitigation Certificate shall authorize an annual average of two hundred (200) gallons per day of private well water for indoor use only on the parcel, provided, so long as the daily annual average is not exceeded in any twelve (12) month period, the maximum withdrawal on any given day for parcels with a Package A Mitigation Certificate shall be six hundred seventy five (675) gallons. The price of a Package A Mitigation Certificate shall be set by resolution of the Board of County Commissioners.

(b) An applicant for a building permit that must acquire a mitigation certificate pursuant to Section 6 of this Ordinance with respect to a parcel that will not be within the boundaries of an irrigation district or that will be within the boundaries of an irrigation district but provides written confirmation from the district that the parcel will not be subject to assessments by the irrigation district at the time of application approval, may purchase either one Package B Mitigation Certificate or one Package C Mitigation Certificate per dwelling unit from the County.

(i) Package B Mitigation Certificates shall authorize the use of an annual average of three hundred (300) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 1500 square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package B Mitigation Certificate shall be one thousand (1000) gallons.

(ii) Package C Mitigation Certificates shall authorize the use of an annual average of four hundred (400) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 3000 square feet. So

long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package C Mitigation Certificate shall be one thousand three hundred (1300) gallons.

(c) An applicant for a short subdivision or subdivision that needs to acquire one or more mitigation certificates pursuant to Section 7 of this Ordinance may purchase after preliminary approval of the short subdivision or subdivision one mitigation certificate per dwelling unit to be built on each buildable parcel proposed to be created.

(i) Package A Mitigation Certificates as described in Section 8(a) above may be purchased for proposed parcels that will at the time of final plat approval be within the boundaries of an irrigation district.

(ii) Package B or Package C Mitigation Certificates as described in Section 8(b)(i) and (ii) above may be purchased for proposed parcels that will at the time of final plat approval be outside the boundaries of an irrigation district or within the boundaries of an irrigation district if a written statement is provided by the irrigation district stating that the proposed parcels will not be subject to assessment by the district.

(d) Use of water pursuant to a mitigation certificate acquired from the County may be curtailed in extreme low water supply conditions notwithstanding the amounts of water otherwise set forth above. Any valid priority calls against the County's Trust Water Right based on local limitations of water availability and/or impairment of senior water rights shall result in temporary curtailment of the use of water under a mitigation certificate until the priority call for water ends.

(e) A mitigation certificate issued under this chapter satisfies the adequate water supply requirement for one dwelling unit. A building permit applicant for a parcel with multiple dwelling units and short subdivision and subdivision applicants proposing to have multiple dwelling units on proposed parcels must obtain mitigation certificates for each dwelling unit if they are relying on mitigation certificates to satisfy the requirement for an adequate water supply.

(f) Each mitigation certificate must be recorded with the Benton County Auditor and indicate: (1) the parcel on which the water will be used; (2) the amount of use authorized; (3) the maximum number of square feet, if any, that may be irrigated thereunder; (4) the parcel on which the well is located; and (5) the maximum amount of water authorized for use daily and in any consecutive twelve (12) month period.

SECTION 9. CONSUMPTIVE USE OF WATER. (a) For each Package A Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .045 acre-feet per year.

(b) For each Package B Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .146 acre-feet per year.

(c) For each Package C Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .314 acre-feet per year.

(d) For each building permit issued between February 14, 2018, and the last business day prior to the effective date of this ordinance authorizing the construction of a new building on a parcel within the Mitigation Area that will contain one or more dwelling units for which the domestic water source is a private well with no water right, the consumptive use of water shall be deemed as follows:

(i) .045 acre-feet per year for each dwelling unit located on parcels within an irrigation district; and

(ii) .146 acre-feet per year for each dwelling unit located on parcels outside of an irrigation district.

SECTION 10. METERING REQUIREMENTS. (a) All dwelling units relying on private wells pursuant to a mitigation certificate issued by Benton County or by a private water bank shall meter their water usage through a meter approved by the County and pay an annual fee, in the amounts set forth by resolution adopted by the Board of County Commissioners, for the administration of a metering and monitoring program.

(b) Participants are responsible for the installation of meters and metering equipment and any associated costs as determined by County specifications, with the equipment and inspection fees set by Board of Commissioner resolution. Meter installment must meet the following specifications and will be subject to inspection:

(i) The meter must be installed on the mainline prior to any residential lateral connections, spigots, or pressure tanks in a well house.

(ii) Meters must be accessible.

(iii) The meter must be installed according to the manufacturer specifications despite varying pipe-fitting, pipe size, well locations and landscape conditions.

(iv) Meter installation must have an accessible, weather resistant, meter structure, such as a meter box or equivalent, and be appropriate for location and geographic area.

(v) Meter installation must contain provisions for cellular endpoints for automatic reading. Below ground installations shall utilize a manufacturer's recommended meter box and lid specifications with accommodations for the end point. Installations inside a building shall properly mount the end point in accordance with the manufacturer's recommendations. End points shall be mounted on the building exterior if necessary to ensure adequate signal strength.

(c) Installation of metering equipment and functional water flow must be complete and approved prior to the inspection and issuance of a Certificate of Occupancy.

(d) If metering equipment requires maintenance, repair, and/or replacement, the property owner is responsible for ensuring proper equipment functionality. If the property owner does not comply

with any needed maintenance, repair, and/or replacement of the metering equipment at the cost of the property owner Benton County may undertake such work and recover the costs from the property owner through either an invoice for costs or a lien on the parcel.

SECTION 11. ADMINISTRATION. Both the Benton County Planning Administrator and the Benton County Building Official and their authorized representatives shall have the responsibility for the administration and enforcement of this chapter.

SECTION 12. VIOLATIONS--INFRACTION--MISDEMEANOR. The first violation of any provision of this chapter shall constitute an infraction. Upon final disposition of an infraction, a determination of a continuing violation of the same provision by an official authorized to enforce the provision at issue shall constitute a second or subsequent offense. The court's finding of a second or subsequent violation of the same provision of this chapter shall constitute a misdemeanor.

SECTION 13. INJUNCTIVE RELIEF. Notwithstanding the existence or use of any other remedy or means of enforcement of the provisions hereof, Benton County may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any of the provisions hereof and compel compliance with all provisions of this chapter. The costs of such action shall be taxed against the person violating the provisions of this chapter. The Planning Administrator may accept written assurance of discontinuance of any act in violation of this chapter from any person who has engaged in such act. Failure to comply with the assurance of discontinuance shall be a further violation of this chapter.

SECTION 14. VIOLATIONS - INVESTIGATIONS - EVIDENCE. If the name of the person allegedly or apparently in violation of this chapter is not known, or if the name of the person does not appear on the latest list of permits compiled by the County, upon presentation of credentials, an authorized official may inspect parcels for which a mitigation certificate has been issued as is required under this chapter to determine compliance with this chapter. Upon request of the authorized representative of either authorized department, the person allegedly or apparently in violation of this chapter shall provide information identifying themselves.

SECTION 15. FAILURE TO PROVIDE INFORMATION IDENTIFYING PERSON. Willful refusal to provide information identifying a person as required by Section 14 is a misdemeanor.

SECTION 16. NOTICE OF INFRACTION--SERVICE. If an authorized official reasonably believes that a provision of this chapter that he or she is authorized to enforce has been violated, that authorized official or the Prosecuting Attorney may issue a notice of infraction for the first such violation. A notice of infraction issued under this chapter shall be personally served upon the person named in the notice or filed with the court for service.

SECTION 17. FORM--CONTENTS. The notice of infraction shall include the following:

(a) A statement that the notice represents a determination that the infraction has been committed by the person named in the notice

and that the determination shall be final unless contested as provided in this chapter;

(b) A statement that the infraction is a noncriminal offense for which imprisonment shall not be imposed as a sanction;

(c) A statement of the specific infraction for which the notice was issued, the date and place the infraction occurred and the date the notice was issued;

(d) A statement that the civil penalty shall not exceed five hundred dollars ($500) for said violation and that the person may be ordered to pay court costs, if applicable, and restitution for any damages caused by said violation;

(e) A statement of the options provided in this chapter for responding to the notice and the procedures necessary to exercise these options, including the name, address, and phone number of the court where the notice of infraction is to be filed and that the defendant must respond within fifteen (15) days;

(f) A statement that a mailed response must be mailed not later than midnight on the day the response is due; and

(g) A statement that at any hearing to contest the determination the county has the burden of proving, by a preponderance of the evidence, that the infraction was committed; and that the person may subpoena witnesses, including the authorized official who issued and served the notice of infraction.

SECTION 18. FILING - HEARING IN DISTRICT COURT. A violation designated as an infraction under this chapter can be heard and determined by either a district or superior court.

SECTION 19. DETERMINATION INFRACTION COMMITTED. Unless contested in accordance with this chapter, the notice of infraction represents a determination that the person to whom the notice was issued committed the infraction.

SECTION 20. RESPONSE - REQUESTING A HEARING - FAILURE TO RESPOND OR APPEAR - ORDER SET ASIDE.

(a) A person who receives a notice of infraction shall respond to the notice as provided in this section within fifteen (15) days of the date the notice was served.

(b) If the person named in the notice of infraction does not want to contest the determination, the person shall respond by completing the appropriate portion of the notice of infraction and submitting it, either by mail or in person, to the court specified on the notice. A check or money order in the amount of the penalty prescribed for the infraction must be submitted with the response. When a response which does not contest the determination is received, an appropriate order shall be entered in the court's records, and a record of the response and order shall be furnished to the department.

(c) If the person named in the notice of infraction wants to contest the determination, the person shall respond by completing the portion of the notice of infraction requesting a hearing and submitting it, either by mail or in person, to the court specified on the notice. The court shall notify the person in writing of the

time, place, and date of the hearing. The date of the hearing shall not be sooner than fourteen (14) days from the date of the notice of hearing, except by agreement of the parties.

(d) If any person issued a notice of infraction (1) fails to respond to the notice of infraction as provided in subsection (b) of this section, or (2) fails to appear at a hearing requested pursuant to subsection (c) of this section, the court shall enter an appropriate order assessing the monetary penalty prescribed for the infraction and shall notify the authorized official of the failure of the person to respond to the notice of infraction or to appear at a requested hearing.

(e) An order entered by the court under subsection (d)(2) of this section may, for good cause shown and upon such terms as the court deems just, be set aside for the same grounds a default judgment may be set aside in civil actions.

SECTION 21. REPRESENTATION BY ATTORNEY. A person subject to proceedings under this chapter may appear or be represented by counsel. Each party to an infraction case is responsible for costs incurred by that party. No costs or attorney fees may be awarded to either party in an infraction case.

SECTION 22. INFRACTION - HEARING - PROCEDURE - BURDEN OF PROOF - ORDER - APPEAL.

(a) A hearing held to contest the determination that an infraction has been committed shall be without a jury.

(b) The court may consider the notice of infraction and any sworn statement submitted by the authorized official who issued and served the notice in lieu of his or her personal appearance at the hearing. The person named in the notice may subpoena witnesses, including the authorized official who issued and served the notice, and has the right to present evidence and examine witnesses present in court.

(c) The burden of proof is on the authorized official to establish the commission of the infraction by a preponderance of the evidence.

(d) After consideration of the evidence and argument, the court shall determine whether the infraction was committed. If it has not been established that the infraction was committed, an order dismissing the notice shall be entered in the court's records. If it has been established that the infraction was committed, an appropriate order shall be entered in the court's records.

SECTION 23. EXPLANATION OF MITIGATING CIRCUMSTANCES.

(a) A hearing held for the purpose of allowing a person to explain mitigating circumstances surrounding the commission of an infraction shall be an informal proceeding. The person may not subpoena witnesses. The determination that an infraction has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances.

(b) After the court has heard the explanation of the circumstances surrounding the commission of the infraction an appropriate order shall be entered in the court's records.

(c) The person may not appeal the court's determination or order.

SECTION 24. CIVIL PENALTY--INFRACTION. A civil penalty imposed by the court under this chapter is immediately payable. If the person or contractor is unable to pay at that time, the court may, in its discretion, grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court shall notify the Planning Administrator of the failure to pay the penalty and the County shall not issue the person or contractor any future permits for any work until the penalty has been paid.

SECTION 25. VIOLATION--PENALTIES.

(a) Upon a finding of a first violation of any provision of this chapter, any person or contractor shall be punished by a civil penalty not to exceed five hundred dollars ($500) for said violation, shall be responsible for court costs, if applicable, and shall be ordered to pay restitution for any damages caused by said violation.

(b) Upon the court's finding of a second or subsequent violation of the same provision of this chapter, any person or contractor shall be found guilty of a misdemeanor.

SECTION 26. 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.

SECTION 27. EFFECTIVE DATE. This Ordinance shall take effect and be in full force on February 1, 2020.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

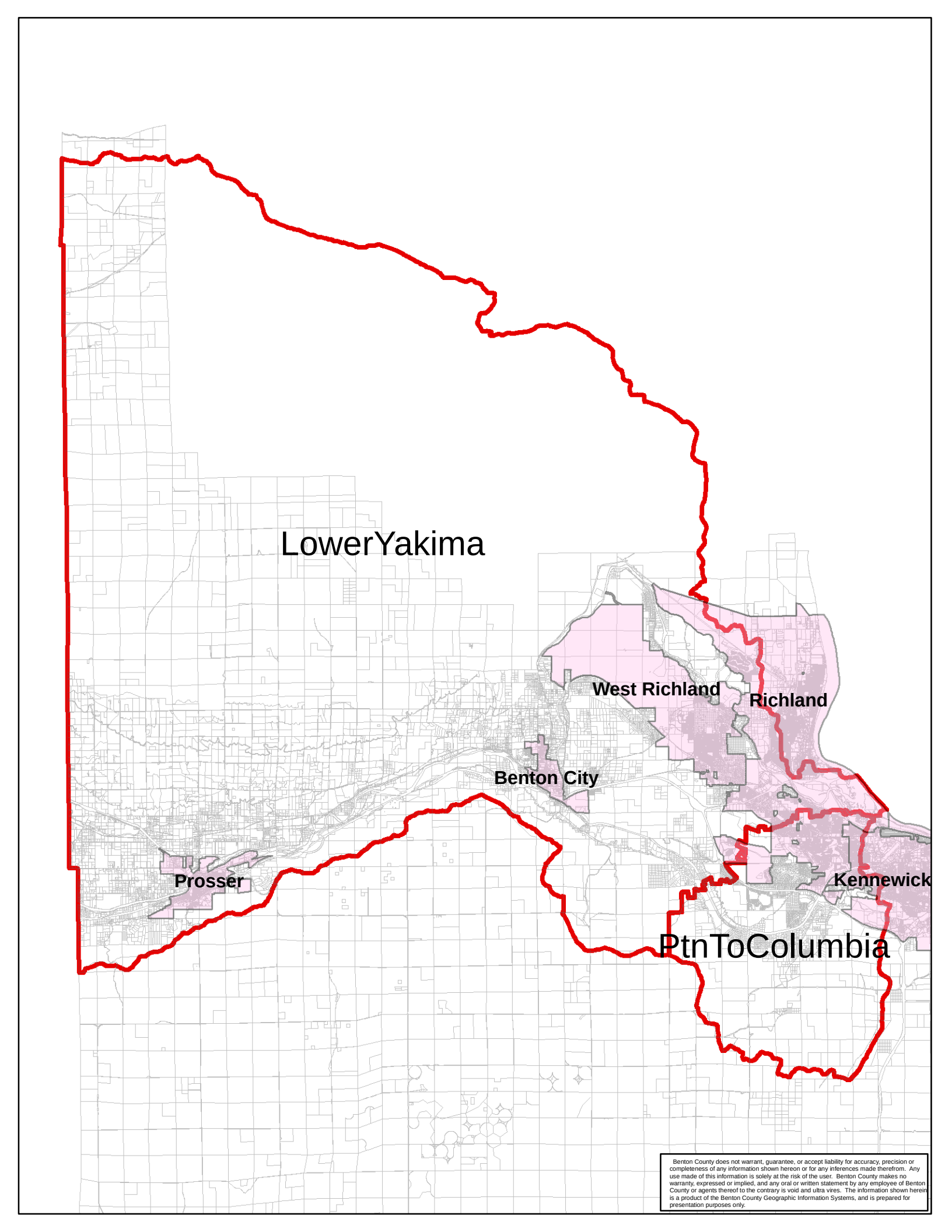
_____
Member.

Approved as to Form:

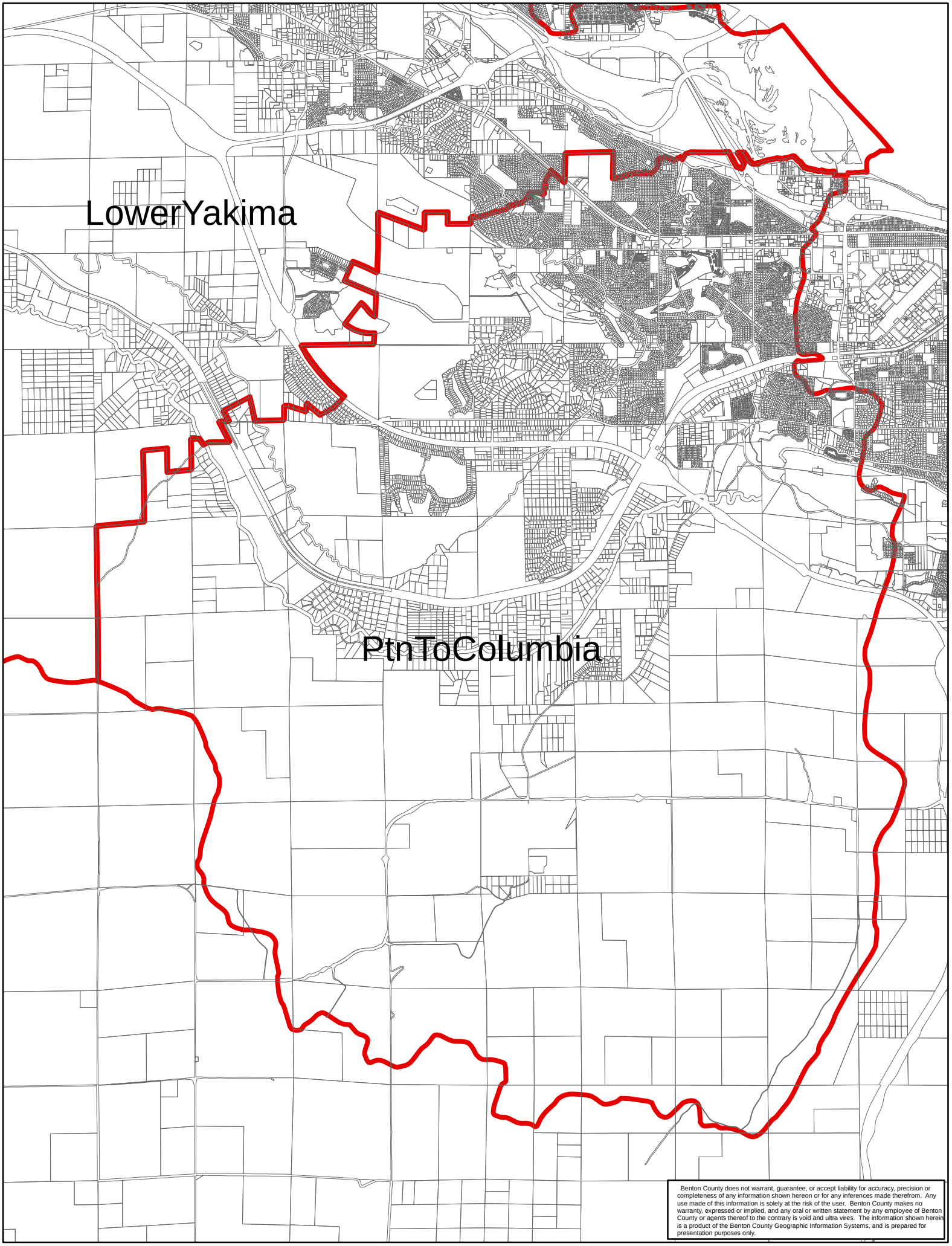
Constituting the Board of
County Commissioners of
Benton County, Washington

_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
planning.department@co.benton.wa.us
co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS before the Board of County Commissioners in the matter of the 2017 Periodic update of the County Comprehensive Plan: proposed amendments to the land use maps and text of the Benton County Comprehensive Plan, BCC Title 9- Subdivision Regulations and BCC Title 11-Zoning in a manner that would resolve a Petition for Review filed by Futurewise. After negotiations, the County and Futurewise developed a settlement on the above-mentioned Petition for Review that was approved by the Board of County Commissioners in Resolution 2019-276. A

The Board will consider amendments to the 2017 Comprehensive Plan amending Ordinance 600 as noted below and to BCC Title 9 Subdivision Regulations (File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 and to BCC Title 11-Zoning (File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 at a public hearing Tuesday, January 14, 2020 at 9:00 a.m., in the Board Meeting Room, Third Floor, Courthouse, Prosser WA. The Board will consider all comments received and make their recommendation to the Board of County Commissioners (BOCC). The BOCC will then conduct a hearing to consider and act upon the Planning Commission's recommendation.

The Board will also consider an Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code. See the summary of the proposed ordinance below. The proposed Rural Water Supply Program requires new housing units relying on permit exempt wells located in a certain portion of WIRA 27 to fully mitigate the impacts such wells will have on the main stem of the Yakima River.

NOTICE IS FURTHER GIVEN that draft land use maps and related documents for the 2017 Comprehensive Plan Amendment-Ordinance 600 may be viewed on the County's website at http://tinyurl.com/2017compplan, a summary of those changes follows this notice. The documents for Ordinances OA 2019-002 and 2019-003 can be found on our public notices pages at http://tinyurl.com/BCpublicnotice along with the Ordinance for the Rural Water Supply Program.

Copies may be requested by calling or writing the planning office using the information below. Any comments regarding the proposed hearings may be made at the above hearings or submitted in writing. All written comments submitted by mail should be sent to: Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910, and received by the Planning Department no later than January 13, 2020. Comments may also be submitted by email to planning.department@co.benton.wa.us by 3:00 p.m. January 13, 2020.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such

disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated this 20th day of December 2019.

JAMES BEAVER, Chairman
Board of County Commissioners

GREG WENDT,
Planning Manager

Publish date: January 1, 2020

Proposed Changes 2017 Comprehensive Plan - Ordinance 600

Draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan

1. New policies the Rural Lands-Section 2.2.3 pages 14-16; (PCM 1.5)
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; (PCM 1.6)
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30); (PCM 1.7)
4. Housekeeping edits to pages 36 and 52 to correct an acreage amount (PCM 1.8)
5. Housekeeping edits to page 95 to correct estimated number of new homes needed (PCM 1.9)
6. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110; (PCM 1.10)
7. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122; (PCM 1.11)
8. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143(PCM 1.12)
9. Addition to the References section-page 154; (PCM 1.13)
10. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis; (PCM 1.14)
11. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners); and (PCM 1.15)
12. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16)
13. Letter Change from Appendix M to Appendix O (Comment Response Matrix) (PCM 1.17)

OA 2019-002 Proposed Changes to BCC Title 9 Subdivision Regulations relating to water supply; amending Ordinance 612, Section 11 and BC 9.02.100.

Ordinance 612, Section 11 and BCC 9.02.100(b) are hereby amended to read as follows: (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

OA 2019-003 Proposed Changes to BCC Title 11-Zoning relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040

Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows: BUILDING PERMITS - (a) a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((first obtaining a permit in writing from a county official duly authorized for this purpose.)) complying with Title 3 of the Benton County Code. (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((~~and~~)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code.

SECTION 1 TITLE. Adding a new chapter to the Benton County Codes entitled Rural Water Supply Program.

SECTION 2 PURPOSE. To protect the public health, safety and welfare of the citizens of Benton County, and to comply with the requirement of Growth Management Act.

SECTION 3 APPLICABILITY. This chapter shall only apple to development of parcels for residential uses which are located with that portion of unincorporated Benton County that drain to the Yakima River within WIRA 37.

SECTION 4 DEFINITIONS. Definitions for Dwelling Unit, Irrigation District and Water Resource Inventory Area 37 are being added.

SECTION 5 CREATION AND USE OF COUNTY WATER BANK. This section refers to water rights acquired by Benton County and put into trust with the State.

SECTION 6 BUILDINGS PERMITS FOR DWELLING UNITS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 7 APPLICATION OF SHORT SUBDIVISIONS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 8 MITIGATION CERTIFICATES FROM THE COUNTY. This section outlines the process for obtaining mitigation certificates.

SECTION 9 CONSUMPTIVE USE OF WATER. Sets forth the amount of consumptive use of water under each type of Mitigation Certificate issued.

SECTION 10 METERING REQUIREMENTS. This Section list the requirements for metering on wells.

SECTION 11 ADMINISTRATION This section lists the Benton County Planning Dept. and the Benton County Building Dept. and authorized representatives who shall have responsibility to administrate and enforce this chapter.

SECTION 12 VIOLATIONS-INFRACTIONS-MISDEMEANOR. This section outlines the violations criteria for this chapter.

SECTION 13 INJUNCTIVE RELIEF. This allows Benton County to seek injunctive relief on violations of this chapter.

SECTION 14 VIOLATIONS-INVESTIGATIONS-EVIDENCE. Allows inspection of parcels that are in violation of this chapter.

SECTION 15 FAILURE TO PROVIDE INFORMATION IDENTIFYING PERSON. Willful refusal to provide information required in Section 14 is a misdemeanor.

SECTION 16 NOTICE OF INFRACTION - SERVICE. This section allows a Notice of Infraction for the first violation to be served personally upon the person named in the notice or filed with the court for service.

SECTION 17 FORM-CONTENTS This section list the needed information on a notice of infraction.

SECTION 18 FILING-HEARING IN DISTRICT COURT. Allows an infraction for be determined by either district or superior court.

SECTION 19 DETERMINATION INFRACTION COMMITTED Unless contested, the notice of infraction represents a determination that the person to whom the notice was issued committed the infraction.

SECTION 20 RESPONSE-REQUESTING A HEARING-FAILURE TO RESPOND OR APPEAR-ORDER SET ASIDE. List information for responding to an infraction.

SECTION 21 PERSON'S REFUSAL TO SIGN-MISDEMEANOR. It is a misdemeanor for a person served to refuse to sign a written promise to respond to the notice of infraction.

SECTION 22 PERSON'S FAILURE TO RESPOND-MISDEMEANOR. It is a misdemeanor for a person served to fail to respond a written promise to respond to the notice of infraction.

SECTION 23 REPRESENTATION BY ATTORNEY. A person subject to proceedings under this chapter may appear or be represented by counsel.

SECTION 24 INFRACTION-HEARING-PROCEDURE-BURDEN OF PROOF-ORDER-APPEAL Sets forth criteria on hearings for infractions.

SECTION 25 EXPLANATION OF MITIGATING CIRCUMSTANCES. A hearing may be held to allow a person to explain mitigating circumstances on an infraction.

SECTION 26 CIVIL PENALTY-INFRACTION. A civil penalty imposed by the court under this chapter is immediately payable.

SECTION 27 VIOLATION PENALTIES. Sets dollar amounts for penalties.

SECTION 28 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.

SECTION 29 EFFECTIVE DATE The effective date of this ordinance shall be February 1, 2020.

EXHIBIT LIST FOR 2017 COMPREHENSIVE PLAN APPEAL
Futurewise Settlement Agreement

Planning Commission Memo Exhibit List - December 10, 2019			
			DATED
PCM 1 Includes:	PCM 1.1	Planning Department Staff Memo	November 22, 2019
	PCM 1.2	Resolution 2019-276	September 25, 2018
	PCM 1.3	Draft Ordinance	
	PCM 1.4	Notice of Public Hearing	November 19, 2019
	PCM 1.5	New policies the Rural Lands-Section 2.2.3 pages 14-16; (PCM 1.5)	
	PCM 1.6	Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; (PCM 1.6)	
	PCM 1.7	Amendments to the Capital Facilities & Public Services (2.10 pg. 30); (PCM 1.7)	
	PCM 1.8	Housekeeping edits to pages 36 and 52 to correct an acreage amount (PCM 1.8)	
	PCM 1.9	Housekeeping edits to page 95 to correct estimated number of new homes needed (PCM 1.9)	
	PCM 1.10	Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110; (PCM 1.10)	
	PCM 1.11	Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122; (PCM 1.11)	
	PCM 1.12	Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143(PCM 1.12)	
	PCM 1.13	Addition to the References section-page 154; (PCM 1.13)	
	PCM 1.14	Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis; (PCM 1.14)	
	PCM 1.15	Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners); and (PCM 1.15)	
	PCM 1.16	Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16)	
	PCM 1.17	Letter Change from Appendix M to Appendix O (Comment Response Matrix) (PCM 1.17)	
Planning Commission Hearing Exhibit List - December 10, 2019			
PCH 1	PCH 1.1	Futurewise Comments	December 10, 2019

Board of County Commissioners Memo Exhibit List - January 14, 2020			
BCCM 1	BCCM 1.1	Board of County Commissioners Agenda Sheet	January 6, 2020
Includes:	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Draft Ordinance	
	BCCM 1.4	Planning Commission Findings	December 10, 2019
	BCCM 1.5	Board of County Commissioners Legal Notice	
	BCCM 1.6	Planning Commission Audio	December 10, 2019
Board of County Commissioners Hearing Exhibit List January 14, 2020			
BCCH	BCCH 1.1		
Includes:	BCCH 1.2		

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing
BCCM = County Commissioner Memo Exhibits
BCCH = Exhibits submitted during Hearing

AGENDA ITEM **MTG. DATE:** January 14, 2020 **SUBJECT: Public Hearing-**Amend 2017 Periodic Update to Comprehensive Plan **MEMO DATE:** January 6, 2019 **Prepared By:** Greg Wendt	**TYPE OF ACTION NEEDED** Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	 **X** **X** **X** 	Consent Agenda Open Record Hearing 1st Discussion 2nd Discussion Other	 **X**

BACKGROUND INFORMATION

The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

On April 19, 2018, Futurewise challenged the compliance of Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

SUMMARY

To comply with Benton County Resolution 2019-276 (Futurewise Settlement Agreement), the Benton County Planning Department is proposing an amendment application to the Benton County Comprehensive Plan, (Ordinance 600/Resolution 2018-0137)

This amendment includes:

a. New policies the Rural Lands-Section 2.2.3 pages 14-16;
b. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19;
c. Amendments to the Capital Facilities & Public Services (2.10 pg. 30);
d. Housekeeping edits to pages 36 and 52 to correct an acreage amount;
e. Housekeeping edits to page 95 to correct estimated number of new homes needed;
f. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110;
g. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122;

h. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143;
i. Addition to the References section-page 154;
j. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis;
k. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners);
l. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16); and
m. Letter Change from Appendix M to Appendix O (Comment Response Matrix).

The Benton County Commissioners set Tuesday, January 14, 2020 at 9:00 a.m. in the Commissioners Chamber Room, Benton County Courthouse, 620 Market Street, Prosser, WA 99350 for the Board of County Commissioners to review the Planning Commission's recommendation and conduct its own open record public hearing.

All the information that has been submitted to the Planning Commission is being submitted to the Board of County Commissioners for inclusion in the public record and will need to be considered by the Board of County Commissioners with reference to this matter.

RECOMMENDATION

Process and Procedures: It is the recommendation of the Planning Department that the Board of County Commissioners conduct an open record hearing as indicated above on Tuesday, January 14, 2020, review all testimony that has been previously submitted to the Planning Commission, the Planning Commission recommendation, and enter that information into the record by reference.

Planning Commission recommendation: At the conclusion of an open record hearing on December 10, 2019, the Planning Commission voted 4-0 (with one member abstained) to forward a positive recommendation to the Board of County Commissioners subject to the eight (8) findings of fact (Findings and Conclusions).

FISCAL IMPACT - None.

MOTION

If the Board agrees with the Planning Commission, a motion can be made to adopt the Planning Commission's Recommendation, Findings and Conclusions as the Board's own and approve the amendment to the 2017 Periodic Update of the Benton County Comprehensive Plan to comply with Resolution 2019-276.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING COMPREHENSIVE PLAN AMENDMENT, AMENDING ORDINANCE 600, TO COMPLY WITH THE FUTUREWISE SETTLEMENT AGREEMENT AND COUNTY RESOLUTION 2019-276

WHEREAS, the Planning Commission did conduct an open record hearing on December 10, 2019 at 6:00 p.m. in the Hearing Room, Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350 to consider an amendment to the 2017 Periodic Update of the Benton County Comprehensive Plan; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted at the continued hearing and after discussion voted to recommend approval of an amendment to the 2017 Periodic Update of the Benton County Comprehensive Plan to comply with the Futurewise Settlement Agreement and County Resolution 2019-276; and

WHEREAS, the Planning Commission recommendation of approval of Benton County's amendment to the Comprehensive Plan is set forth in the attached Planning Commission Recommendation, Findings of Fact and Conclusions (BCCM 1.4); and,

WHEREAS, the Planning Commission's positive recommendation for the amendment to the Comprehensive Plan has been forwarded to the Board of County Commissioners for review; and,

WHEREAS, the Board of County Commissioners did conduct their own open record hearing on January 14, 2020, in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350, to take testimony on the amendment and review the Planning Commission's recommendation. The legal notification was published on January 1, 2020 and copies of the notice mailed and emailed to those interested parties as noted in the file maintained in the Planning Department; and,

WHEREAS, the Board of County Commissioners did review the Planning Commission and staff recommendations, the testimony, and the proposed ordinance; and,

WHEREAS, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt the Comprehensive Plan Amendment to the 2017 Periodic Update of the Benton County Comprehensive Plan to comply with the Futurewise Settlement Agreement and County Resolution 2019-276; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby amends the 2017 Benton County Comprehensive Plan (Ordinance 600) to include changes to the text (PCM 1.5-1.13), create a title change to Appendix H-4, (PCM 1.14), add Appendix M (PCM 1.15) and Appendix N (PCM 1.16) and change the Letter on the current Appendix M to Appendix O (PCM 1.17); and,.

BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that the Ordinance 600 (Benton County 2017 Comprehensive Plan Update), dated February 13, 2018 is hereby amended to comply with the Futurewise Settlement Agreement and County Resolution 2019-276 and said amendments (PCM 1.1-1.17) are hereby adopted in compliance with current requirements of the Growth Management Act; and,

BE IT ALSO FURTHER RESOLVED by the Board of Commissioners of Benton County, Washington that this Resolution and Ordinance No. _____ shall take effect and be in full force immediately upon their passage and adoption.

Dated this 14th day of January 2020.

_____
Chairman of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: Amendment to 2017 Comprehensive Plan to comply with Settlement Agreement (County Res. 2019-276)

File No. 2017 Comp Plan

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

In the matter of County Planning, the Benton County Planning Commission recommends the comprehensive plan amendment application by Benton County to comply with the Settlement Agreement (Benton County Resolution 2019-276) between Futurewise and Benton County be approved subject to eight (8) Findings of Fact.

RESOLUTION

WHEREAS, legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019.

WHEREAS, a public hearing was held before the Planning Commission on December 10, 2019.

WHEREAS, the following members were present, Martin Sheeran, Tammara McKeirnan, Lloyd Coughlin, Brian Skills, and Leo Perales.

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted four (4) members in favor, one member abstained, with two members absent to recommend approval of a Comprehensive Plan Amendment.

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

3. On April 19, 2018, Futurewise challenged the compliance of Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60 day review) on November 5, 2019 of the application to amend the Benton County Comprehensive Plan.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan,

8. The proposed amendments generally include:

    a. New policies the Rural Lands-Section 2.2.3 pages 14-16;
    b. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19;
    c. Amendments to the Capital Facilities & Public Services (2.10 pg. 30);
    d. Housekeeping edits to pages 36 and 52 to correct an acreage amount;
    e. Housekeeping edits to page 95 to correct estimated number of new homes needed;
    f. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110;
    g. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122;
    h. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143;
    i. Addition to the References section-page 154;
    j. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis;
    k. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners);
    l. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16); and
    m. Letter Change from Appendix M to Appendix O (Comment Response Matrix).

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated November 22, 2019 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions

with respect to a Comprehensive Plan Amendment proposed by the Benton County is hereby recommended to be APPROVED.

12-13-2019

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

LU Goal 4: Establish UGAs adjacent to incorporated areas, within which an orderly and cost-effective transition from rural to urban land uses and authority can be coordinated within the next 10 to 20 years.

Policy 1: Consider UGA expansions according to the process identified in the Benton CWPP.

Policy 2: Facilitate the realization of regional transportation and other infrastructure and public facilities plans.

Policy 3: Designate zoning and promote development on unincorporated lands within the UGAs consistent with the cities' Comprehensive Plan land use designations.

Policy 4: Promote outreach to established citizen interest groups regarding significant developments proposed within or adjacent to their communities.

2.2.2 Communities Outside UGAs

LU Goal 5: Identify the location, site planning, and density of new non-farm development outside of UGAs to protect existing agriculture from incompatible adjacent land uses.

Policy 1: Establish compatible land uses adjacent to areas designated as GMA Agriculture to minimize conflicts associated with farm activities such as spray, dust, noise, odors, and liability.

2.2.3 Rural Lands

LU Goal 6: Preserve rural lifestyles outside UGAs and incorporated areas while accommodating new population growth consistent with the protection of rural character.

Policy 1: Maintain overall residential densities within rural residential areas that reflect rural character as defined by the GMA and are low enough to perpetuate rural lifestyles, which are typically characterized locally by a predominantly open landscape inhabited by households engaged in diverse and recreational land use activities related to livestock and crop production; protect surface and ground water; and that can be supported by available public services.

Policy 2: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

Policy 3: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

Policy ~~24~~: Encourage low impact recreational uses and protect open spaces that preserve rural character.

Policy ~~35~~: Provide public services consistent with rural character. Rural developments will not impact existing public facilities/services to the extent that the level of service for that facility is reduced below the adopted threshold and/or acceptable operation capacity. Rural developments should occur where adequate access to transportation systems, and rural levels of utilities and facilities, such as domestic water, power, and fire and police protection are available.

~~Policy 4: Encourage the reduction of fire risk and urban/wildland interface through fire-wise principles, prevention measures, and other programs.~~

Policy 6: Rural development shall minimize potential adverse impacts to water quality, slope stability, vegetation, wildlife and aquatic life as implemented through the County's critical area regulations, shoreline master program, and hydrology manual.

Policy 7: Support the availability of sufficient water to maintain the agricultural industry and agricultural processing and value-added manufacturing.

Policy 8: Encourage long-term conservation, adequate water supply, and the wise stewardship of natural resources within Benton County for the benefit of current and future residents.

Policy 9: Encourage the continued communication with irrigation districts, legislature, and other responsible entities to ensure that adequate irrigation water is available for agricultural uses.

Policy ~~5~~10: Limit impervious surface in rural lands by implementing maximum lot coverage in the development regulations.

Policy 11: Encourage the use of low-impact development (LID) measures in the Eastern Washington Low Impact Development Guidance Manual and their application to urban development, urban and rural subdivisions, and large rural developments in Benton County.

Policy 12: Support on-site infiltration in rural areas for new lots, subdivisions and developments by promoting storm water best management practices. Promote the retention of existing native vegetative cover in landscaping plans for areas zoned Rural Lands One Acre (RL-1), Rural Lands Five Acre (RL-5), Rural Lands Twenty Acre (RL-20), and Planned Development (PD) zones applied to any of these zones. Where the proposed development will not be precluded, limit impervious surfaces that are not infiltrated on-site for all new development in the zoning districts listed above to no more than ten percent and require the retention

of 45 percent vegetative cover, which may include native or non-native species, provided soil infiltration/filtration properties are maintained.

Policy 13: Encourage the reduction of fire risk and urban/wildland interface through fire-wise principles, prevention measures, and other programs.

Policy 14: Support and encourage the use of and application of Firewise principles and other fire risk reduction measures consistent with the Benton County Natural Hazard Mitigation Plan and Community Wildfire Protection Plan to reduce fire risk for urban development, urban subdivisions, rural subdivisions and large rural developments susceptible to wildfires. Encourage the implementation of the Firewise principles, or similar best management measures, applicable to individual lots on all lots at risk from wildfires.

Policy ~~6~~15: Encourage new rural development away from the 100-year floodplain, and as guided in the County's Flood Damage Prevention Ordinance, CAO, and SMP.

2.2.4 Master Plan Resorts and Small-scale Recreational or Tourist Use

LU Goal 7: Provide opportunities for Master Planned Resorts (MPRs) and Small-scale Recreational or Tourist (SSRT) uses consistent with the GMA.

Policy 1: Provide MPR and SSRT development regulations that are consistent with provisions of RCW 36.70A.360, the Comprehensive Plan, and County regulations.

Policy 2: Locate MPR and SSRT Uses outside the vicinity of UGAs according to the provisions of the GMA.

Policy 3: Develop a master site plan that functionally integrates various land uses with motorized and non-motorized circulation systems that are accessible to public transportation where available and connect with open spaces for public use.

Policy 4: Ensure that infrastructure, such as roads, water supply, and utility standards are consistent with rural densities and uses.

Policy 5: Prepare a capital facilities plan. Necessary capital facilities, utilities, and services may be provided to a MPR by service providers from outside the boundary of the MPR, including municipalities and special service districts, provided that all costs associated with service extensions and capacity increases directly attributable to the MPR are fully borne by the resort.

Policy 6: Ensure that developments contain open space and open space amenities (paths, trails, scenic overlooks, and viewpoints) that are open to the public.

Policy 2: Work to identify opportunities for water conservation on County property and at County facilities.

Policy 3: Encourage the use of irrigation water for non-potable uses in housing units, parks, and other developed lands within water service areas.

Policy 4: Acknowledge that municipal governments and other water utilities, as applicable, are the best long-term water supply service providers within designated UGAs.

Policy 5: Consider existing public or private water purveyors first when the need arises for a rural domestic water supplier.

Policy 6: Look to Satellite Management Agencies (SMA) first for assistance with operations and management of failing or troubled water systems throughout the County. Encourage an increase in the number of approved SMAs in the County.

2.4.3 Rural Domestic Water Policies

Policy 1: Public and private purveyors, along with exempt wells operated by individual households, adequately provide for water needs in rural areas of the County. The County will not seek to become a residential water purveyor except where mandated by the state under RCW 43.70.195.

Policy 2: Recognize that new rural water right permit exempt wells are junior to senior surface and ground water rights and may have the potential to impair these water rights. Support the implementation of water management and mitigation strategies to avoid or offset impacts from exempt wells, as applicable, that allow for continued growth and development consistent with the land use plan.

Policy 3: Rural development shall provide adequate water for domestic use. When feasible, rural developments will be encouraged to utilize existing community systems with adequate availability for domestic water and sewage disposal.

Policy 4: New groundwater uses must provide evidence that the proposed water source is physically and legally available. Groundwater uses and withdrawals, including the issuance of building permits and the approval of land divisions, must be consistent with RCW 90.44.050, and with applicable rules adopted pursuant to RCW 90.22 and 90.54.

Policy 3: Eliminate existing service level deficiencies in existing facilities before expending capital funds for new uses. Capital facilities planning should integrate all of the County's capital project resources (grants, bonds, general County funds, donations, real estate excise tax, conservation futures property tax, fees and rates for public utility services, and any other available funding).

Policy 4: Prioritize and evaluate public capital facilities annually for funding ~~public funding~~ for capital projects that are necessary to accommodate existing and projected demands of the Land Use Element of the Comprehensive Plan.

Policy 5: Prioritize capital facilities planning and expenditures consistent with this Comprehensive Plan for projects that accomplish one or more of the following:

1. Are essential for public health, safety, and welfare
2. Address and/or improve the quality and level of regional government services
3. Maintain designated transportation LOS
4. Improve public and private sector productivity
5. Facilitate the maintenance and growth of the rural/agricultural economy

Policy 6: Explore public facilities and infrastructure investment options that use Hanford site resources and benefit the region beyond the Hanford area.

Policy 7: Promote compatible development of land adjacent to existing and proposed school and other public facilities.

CF Goal 2: Provide for the siting of "Essential Public Facilities" using siting criteria that are consistent with statutory requirements applicable to these facilities and within appropriate land use designations,

Policy 1: Locate capital facilities identified as essential public facilities in a manner that will provide necessary service to intended users while minimizing the impact to surrounding land uses.

2.11 Utilities

UE Goal 1: Ensure utilities support the land use and economic development goals of the County.

Policy 1: Siting of proposed public facilities should be consistent with adopted land use policies.

UE Goal 2: Maintain public and private household water and sewer systems that are consistent with the rural character of the County.

Policy 1: Develop joint service agreements between special districts, counties, and cities for lands within UGAs.

activities in 2009 and beyond. Table 3-2 indicates the historic population growth in Benton County by decades.

Table 3-2
Historic Population Growth in Benton County

Year	Benton County	% Change Benton County
1970	67,540	8.81%
1980	105,800	56.65%
1990	112,560	6.39%
2000	142,475	26.58%
2010	175,177	22.95%

Benton County's current population, based on the 2017 OFM data, is 193,500. The unincorporated County population constitutes 35,085 persons, or approximately 18 percent of the total County population. At present, the agricultural sector is experiencing significant economic growth in the County, as the global markets for eastern Washington farm products continue to expand. At the local level, the commercial retail sector within the Tri-Cities has reached a scale of regional significance with new retail stores being constructed regularly, and serving an area within an approximate 100-mile circumference of the Tri-Cities. Hanford Cleanup budgets continue to play a major role in supporting local economic and population growth, and this is expected to continue into the future.

The land use trend on the Hanford Site can be broadly described as the gradual reintegration of major portions of Hanford's resources (land, water, and infrastructure) into the economy, custom and culture, and regulatory authority of local jurisdictions within which the Hanford Site lies. Today, the Hanford Site is being cleaned up for future uses that, in addition to federal missions, will likely include non-defense related private and public sector uses.

Recently, ~~13,641~~ 1,641 acres of Hanford land was transferred from the U.S. Department of Energy to the City of Richland, the Port of Benton, and Energy Northwest for industrial uses. The Hanford Reach National Monument, created by President Clinton in 1999, has also generated additional visitors and tourists to the site and the surrounding communities.

3.2.3 *Future Considerations*

Accommodating land needs of both agricultural and non-agricultural uses, while maintaining the potential of all economic sectors, is important for Benton County. Key considerations for land use in the County are to preserve and protect agricultural and resource lands, allow rural lifestyle in rural lands, and allow growth where services are available, primarily in the urban areas. With the County

3.6 Expansion of Urban Growth Areas

Two aspects are important for UGA expansion: meeting the required need for future land in urban areas and maintaining low density land outside the UGA to enable logical and cost-effective expansion.

Currently, the County is updating the UGA boundary in two areas as follows:

1. City of Richland UGA expansion. As discussed before, ~~13,641~~ 1,641 acres of Hanford land was transferred from the U.S. Department of Energy to the City of Richland, the Port of Benton, and Energy Northwest. As a result, the City has applied for an UGA expansion to add 1,184 acres of Hanford land to its UGA and remove 283 acres from the Richland UGA (for a net increase of 901 acres). This request has been incorporated into the County's Comprehensive Plan update.
2. City of Prosser UGA amendment. Based on the City of Prosser's OFM population projection and land needed to accommodate this population, a reduction of 483.96 acres of UGA land and an addition of 100.44 acres of industrial land (for a net reduction of 383.52 acres) has been applied for and is incorporated into this Comprehensive Plan update.

Within the Comprehensive Plan, four principle factors apply to future connections between cities and the County relative to the build-out of and expansion of UGAs. These include the availability of vacant lands in the municipalities; urban densities within the cities and UGAs; appropriate sizing of UGAs compared to future population growth; and consideration of site planning that preserves rural lands outside of UGAs for future expansion.

3.6.1 Total Vacant Land Within Benton County's Metropolitan Planning Area

The cities of West Richland, Richland, and Kennewick are contiguous. Some of the cities already have annexed unincorporated lands that are adequate to meet future demand. For instance, the City of Richland had placed significant amount of land within its UGA under the Urban Reserve land use category. Each City assesses their own land use demand based on vacant land and developable land to identify future needs before any UGA expansion is proposed.

The adoption of the County's Comprehensive Plan, and the adoption of each of the cities' plans, require that the expansion of urbanization, with its conversion of rural lands to urban uses be an orderly, cost-efficient process, based on population projections and protection of rural neighborhoods and natural resource lands. The UGA process is intended to, and has, influenced a reduction of urban sprawl, increased annexation of unincorporated islands with the cities, and achieved greater cost effectiveness for development within UGAs.

Table 6-4
Housing Mix, Cities in Benton County, 2015

Jurisdiction	Single family	Multi-family	Manufactured Homes	Total Dwellings[1]
Unincorporated	8,117	220	3,558	11,962
Kennewick	17,590	9,488	2,208	29,356
Richland	15,000	6,309	786	22,130
Prosser	1,431	580	290	2,301
West Richland	3,698	305	527	4,530
Benton City	716	182	279	1,194
Total	**46,552 (65%)**	**17,084 (24%)**	**7,648 (11%)**	**71,284 (100%)**

Notes:
[1]Does not include RV, Boats, and Vans
Source: American Community Survey (U.S. Census Bureau 2015)

6.4 Future Considerations

As discussed above, based on the population estimates, the County will need to add ~~7,070~~ 6716 new homes in the next 20 years. The Land Use element discusses potential areas for future developments and the County's land capacity to meet projected housing needs. The discussion below indicates multiple housing types in various densities to address housing needs and affordability.

6.4.1 Density

Residential development in Finley, Washington

A range of residential densities is provided within the unincorporated County to provide broad affordability related to land costs and construction. Within the Rural Community Center areas in Paterson, Whitstran, Plymouth, and Finley, densities of up to 3 DU/acre may occur, including duplexes. Densities of 1 DU/acre are designated in Rural Transition areas due to their proximity to UGAs and adequate road capacity. These designations are considered limited areas of more intensive rural development enabled by RCW36.70A.070 (5)(d). The density of 1 DU/5 acres is the dominant rural density in Rural Remote areas. Low density residential uses are allowed in Rural Resource areas at 1 DU/20 acres. Minimum lot sizes in each land use and zoning district are identified in the zoning code Chapter 11 of BCC.

7 Transportation Element

PCM 1.10

7.1 Introduction

The Transportation element of the Comprehensive Plan describes the existing transportation network, LOS, planned improvements and financing, and intergovernmental coordination needs, as required under RCW 36.70A.070(6). Collectively, these items help functionally integrate the transportation network with the Land Use Map (see Appendix A: Map Folio, Figure 14 – Transportation – Existing Major Facilities Map).

Under current local farm and non-farm economic growth conditions, the trend to convert raw land for agriculture, residential, commercial, and industrial land uses will continue. These conversions engender new land uses which drive maintenance and expansion of road capacity for commuter, "farm to market," leisure, recreation, business, and other vehicle trips. Transportation related land use demands ultimately manifest themselves as capital projects in the County's Six-Year Road Program (Appendix H-1). Further information on the Washington State Highway System can be found in Appendix H-3 (Washington State Highway Inventory within Benton County) and Appendix H-4 (Washington State Highway Inventory and 2028 Forecast and Level of Service Analysis ~~Build-Out of Benton County Comprehensive Plan Land Use Assumptions – 2028 AADT~~).

7.2 Existing Transportation System

Transportation systems in Benton County form a multi-modal network that provides for the movement of people and goods locally. The systems connect to regional, state, national, and international systems. Transportation systems which comprise the local network include road, rail, air, waterborne, and non-motorized (bicycle, pedestrian) transit.

Efficient transportation links to regional, state, national, and global markets are essential to the maintenance and growth of the County's economic base. Additionally, the ease with which people can move throughout the County is an important quality of life factor.

7.2.1 Benton County Road System

Within and around the Metropolitan Planning Area (Kennewick, Richland, West Richland), the road system within Benton County is well developed with interstates, state highways, collectors, and local access routes. Improvements have been made to several roads to improve access to some of the outlying rural areas, such as Finley and in areas in southern Benton County. Road access for rural and agricultural areas is good and continues to be improved.

Peak hour congestion problems do exist within the urban areas, notably on routes such as State Route 240 and George Washington Way used by Hanford Site commuters, and on Columbia Center Boulevard related to the Columbia Center Commercial Retail complex in Kennewick.

The principal commodity shipped out of Benton County by barge is grain products. Grain shipments in 2014 above McNary Dam totaled 4,189,000 tons and 4,644,565 tons between McNary and the Dalles dams (Godlewski 2016).

Agricultural products are shipped from privately owned docking facilities located at grain storage and industrial sites. Occasionally, special shipments of former nuclear components, such as submarine reactor hulls, destined for disposal at Hanford, are barged to the Port of Benton dock in Richland.

The demand for waterborne transport fluctuates with markets, commodity supply, and in relationship to the economics of transport by rail and overland truck. However, over the long term, because of its inherent efficiencies, waterborne transport will likely remain an integral part of the Inland Empire transportation system and will continue to play a vital and expanding role as global trade expands, balanced with associated river management strategies supporting salmon recovery efforts. Maintaining the existing water transportation system is an important priority for the County.

7.2.5 *Pipeline Transport*

7.2.5.1 Existing Conditions

Benton County has two interstate natural gas pipelines: Pacific Gas and Transmission Company and Northwest Pipeline Company. The Pacific Gas and Transmission Company line crosses the southeast corner of the County as it extends from Walla Walla County into Oregon. The Northwest Pipeline Corporation line runs up the Columbia River Gorge from Vancouver, Washington, to Plymouth. There it branches into two lines, one to the Yakima Valley and Wenatchee, the other serves the Tri-Cities and Spokane. The system distributes natural gas to Washington's seven utility companies. The maximum pipe size is 30 inches.

7.2.5.2 Future Considerations

Gas energy from this distribution system directly serves the Plymouth and south Finley areas Industrial land use designations. Substantial undeveloped industrial designated land exists within these two areas. The presence of large acreages with gas energy and road, rail, and barge transport opportunities provides economic opportunities that should not be blocked by piece-meal developments. Proactive advanced planning should occur in these areas to preserve their future industrial/commerce values.

7.2.6 *Public Transit Service, Park and Ride Lots, Bicycle Transport*

Ben Franklin Transit (BFT). The Tri-Cities urban area, Prosser, and Benton City are served by several fixed routes operated by Ben Franklin Transit (BFT) ~~BFT~~. BFT also provides a rideshare/vanpool program that operates throughout the region. A map of the BFT Service Area known as the Public

Transit Benefit Area (BFTA) is included in Appendix A. BFT route headways are set and adjusted periodically based on ridership demand and market potential, using load factors, productivity, and development growth to inform the planning process. BFT distributes bus service so that the majority of all residents within the service area are within a 1/2 mile walk of bus service. DAR paratransit service operates on an eligibility basis throughout the entire PTBA, at a regular rate when the origin and destination are within 3/4 of a mile of the service boundary, and at a premium rate when the origin or destination is beyond 3/4 of a mile from the service boundary.

Benton County sits on the Board for BFT and participates in their planning process as well. BFT regularly prepared a Transit Development Plan (TDP) which identifies improvements and expansions to the transit service provided in the region. Because of the nature of providing efficient transit service within budgetary limitations, transit service to unincorporated areas of Benton County are somewhat limited. However, coordination of appropriate services such as bus stops, park and rides and other services occurs with each update of the TDP. The current TDP is adopted by reference in the Comprehensive Plan and can be found at this weblink: https://www.bft.org/assets/1/6/draft-2019-2024-transit-development-plan-for-public-comment_06-13-191.pdf

Park and Ride Lots. There are currently nine park and ride lots in Benton County which are owned by WSDOT, BFT, and the City of Kennewick. BFT buses serve six of the sites in the urban area.

7.2.7 Non-Motorized Transport

~~**Bicycle System/Plans.**~~ Bicycle paths have increased in the past several years, with a bike path that forms a loop around the urban areas of the Tri-Cities and a path north and west of Prosser. In addition, roads with lower traffic use in the County are often used by cyclists for recreational riding.

Benton County is an active participant in the regional transportation planning process that is coordinated by the Benton Franklin Council of Governments (BFCG). As members, the County participates regularly on both the Technical Advisory Committee and the Policy Board to address numerous transportation issues in the region. The BFCG has prepared the Regional Active Management Plan which discusses bicycle and pedestrian facilities. As members of BFCG this document and its associated strategies, are adopted and incorporated into the Benton County Comprehensive Plan by reference. This document can be found at the following weblink: http://bfcog.us/wp-content/uploads/2017/03/FINAL-2016-Regional-Active-Transportation-Plan-3-28-16.pdf. A map from this document of the Benton County Active Transportation System is included in Appendix A Map Portfolio.

7.2.8 Transportation Demand Management Strategies

As discussed above, Benton County is an active participant in the BFCG. The Regional Transportation Plan, *Transition 2040*, includes a chapter on Transportation Management and Operations that discusses Transportation Demand Management Strategies. TDM strategies should be pursued before roadway LOS approaches or drops below adopted standards included in the Comprehensive

Plan. As members of BFCG all of these documents, and associated TDM strategies, are adopted and incorporated into the Benton County Comprehensive Plan by reference. These documents can be found at the following weblink: http://bfcog.us/transition2040/ http://bfcog.us/transition2040/.

7.3 Level of Service Analysis

Consistent with GMA, the County has adopted LOS as the standard of operating efficiency for the County-owned and maintained major collectors and arterials within the County transportation service system. Local roads and minor collectors do not have designated LOS. LOS for minor arterials are designated by WSDOT.

7.3.1 Benton County Level of Service

Benton County's designated LOS is "C" in rural areas and LOS "D" within Urban Growth Areas. When a roadway meets a LOS "C" standard, it means that the streams of traffic flow remain uninterrupted, even at peak hours, by congestion or delays related to traffic volume and road configuration.

County land uses are primarily rural and agricultural, and such uses typically generate new traffic demands gradually. An evaluation of LOS for all County major collectors and arterials was conducted by evaluating existing and future volume (through 2027) estimates.

On rural roads with relatively light traffic volumes where flow is uncomplicated by frequent entry points and signalized intersections, a simple comparison of existing traffic counts and projected traffic counts based upon assumed growth percentages by area in the County was applied to evaluate LOS. The LOS for each of the roads evaluated was determined for both existing and future volumes to be at a C level – efficient flow of traffic without delays. No new major increases in traffic generators from new localized sources were identified as part of this evaluation. Appendix H-2: Transportation Level of Service shows the current volumes of traffic over major collectors and the 10-year projected traffic volumes for each collector. The LOS for each of these roads has been determined to be acceptable, at a C level at least or higher.

7.3.1.1 Level of Service on State-owned Facilities

The LOS for regional highways, including state roadways, is set through a coordinated process through the Benton-Franklin Council of Government (BFCG), the County's regional transportation planning organization, along with state, regional, and local input. The LOS for highways of statewide significance ~~which are exempt from the requirements of the GMA~~ is set by the State in consultation with local jurisdictions, with the State having final authority to establish LOS and associated state and federal expenditures on the system.

~~In~~ An analysis was performed to determin~~eing impacts to~~ Level of Service on state owned facilities~~, the impact portion is a calculation by the County of the future Annual Average Daily Trips (AADTs) based on the land use assumptions through the build-out of the 2006 Comprehensive Plan.~~ The

Washington State Highway Inventory Matrix shown in Appendix H-3, provides an inventory of state-owned facilities. ~~and~~ Appendix H-4 provides details on the analysis of LOS for current conditions as well as for year 2028 ~~AADT calculations using the land use assumptions in the Plan.~~ All state highway segments will function with acceptable Levels of Service with all segments anticipated to perform at LOS all, but two segments forecast to be LOS "A" or "B". Those two segments on SR 397 between Kennewick and Finley are forecast to be LOS "D" but are within the Urban Growth Area.

As mentioned in the Land Use and Housing Elements, much of the population growth within the unincorporated Benton County is anticipated to occur outside the city limits but within the Urban Growth Areas. The Level of Service analysis was conducted using the most recent traffic data available from WSDOT for the state highway system along with the BFCG regional traffic model. The regional model forecasts several different land uses throughout the region for the year 2040 to estimate future travel demand on functionally classified roadways. Benton County participates in the development of the model, including the preparation of population and employment forecasts for Transportation Analysis Zones supported by the modeling process. The land use assumptions of the model are included in the Appendix of the Regional Transportation Plan, are included here by reference, and found at this weblink: http://bfcog.us/wp-content/uploads/2018/01/Appendix-Jan-8.pdf. Maps representing the TAZ as well as the population and employment growth are included in Appendix H.4. For areas not covered by the regional model, a discussion was held with WSDOT and it was agreed that traffic forecasts for these areas would be fairly represented using 1% per year growth in current volumes.

7.3.2 *Future Considerations*

Improve the Utility of the Transportation Network. The utility and adaptability of an area's transportation network is one of the primary characteristics upon which the "quality of life" is based. By in large, the road transportation network within the County and the Tri-Cities is an excellent and efficient one, consisting of interstate highways, state routes, and local arterials, collectors, and local access routes; it has well-defined and institutionalized mechanisms for eliminating its deficiencies and maintaining its high level of performance.

However, the existing transportation network is almost singularly dedicated to the personal automobile. This is not a fault, but rather a limitation to the larger community's realization of other land uses, commercial enterprises, human activity, and socioeconomic diversity.

A truly multi-modal transportation system invites increased personal mobility (via pedestrian, bicycle, equestrian, and transit modes); it energizes existing and fosters the creation of new activity centers; it melds business, casual, tourism, and recreational activities into a richer and more resilient community fabric.

3. To improve the predictable movement of and access to goods and people throughout the region and improve quality of life
4. To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy
5. To make transportation decisions that protect the environment, promote sustainable development, and coordinate regional/community stakeholders

Benton County considers these goals and the associated objectives along with other information in planning for transportation system improvements to the County road system and in lending support to regional projects and programs.

7.5.1 *Current and Future State Highway System Needs*

Transportation elements of GMA comprehensive plans must include an identification of current and forecast needs and a financial analysis of how an identified need might be addressed concerning the regional transportation system, including state highways.

Appendix H-4 lists current and forecast 2028 peak hour traffic volumes ~~AADT~~ for the state highway system in Benton County ~~in 128 discrete segments~~. The County is not responsible for traffic effects on highway segments in cities, and the WSDOT sets levels of service on Highways of Statewide Significance. When segments in cities and on the Highways of Statewide Significance are removed from that list a total of ~~37~~56 segments on ~~seven~~ ten state highways: SR 14, 22, 24, 82, 182, 221, 224, 225, 240 and 397 remain and for which analysis was reported.

A source for identification of current and forecast need on the state highway system is Transition*2040*, the 2017-2040 Metropolitan/Regional Transportation Plan adopted on May 2017 by the BFCG. Transition*2040* is a long-range, multi-modal planning document which identifies the mobility needs of the region, comprising of both Benton and Franklin counties, through the year 2040. Chapter 5 of the Transition*2040*, Financial Analysis, includes programmed projects and available funds submitted by WSDOT for the period of 2017 through 2025 in Benton and Franklin counties.

The chapter identifies forecasted WSDOT cost for maintenance and operations and capital construction in Benton and Franklin counties. Maintenance and operations needs are forecast at about $28,000,000 and capital improvement costs at about $119,000,000. The Plan states revenues and expenditures balance out and there is no predicted new revenue. The only identified system capital improvements in the two-county area are those included in the Connecting Washington funding package.

Connecting Washington is a 16-year program, funded primarily by an 11.9-cent gas tax increase that was fully phased-in on July 1, 2016. Table 7-2 below shows the Connecting Washington projects listed in Transition*2040* and state costs associated with each project.

Table 7-2
Connecting Washington Projects in Benton and Franklin Counties

Connecting Washington Account	State Funds
Connell Rail Interchange	$10,000,000
I-82 West Richland – Red Mountain Interchange	$27,000,000
US 395/Ridgeline Intersection	$17,000,000
Duportail Bridge	$38,000,000
US ~~2~~395/Safety Corridor Improvements	$15,000,000
Lewis Street Overpass	$26,000,000

Source: 2017 WSDOT Project Delivery Plan; Additional WSDOT documentation

In July 2019 ~~November 2017~~, WSDOT released the 201~~7~~9 Project Delivery Plan, a detailed county-level ~~8~~10-year list of capital improvement and preservation (maintenance and operations) projects and costs for the years ~~2017~~2020 through 20~~25~~30. Funding decisions at WSDOT are the responsibility of the Department, as are decisions on releasing information on funding sources. A background document companion to the project list discusses funding assumptions, stating the Delivery Plan aligns with legislative direction provided in the ~~2017~~ 2019-2021 Transportation Budget ~~Appropriations Bill~~ and is consistent with overall legislative investment expectations.

Noteworthy improvements listed in Benton County are the Connecting Washington projects which, except for the Red Mountain Interchange are urban in nature. Rural improvement projects include the Red Mountain Interchange, the intersection of SR 224/SR 225 in Benton City, railroad crossing improvements in the vicinity of the SR 397/Piert Road intersection and rumble strips on SR 22.

Significant preservation projects listed in the Project Delivery Plan include painting the SR 24/Columbia River Bridge at Vernita and painting the Interstate-82/Columbia River Bridge at Umatilla. Multiple paving projects on Interstate-82 in rural Benton County are also listed.

7.5.2 *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area*

The *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area* was approved by BFCG in 2016 and is incorporated by reference in *Transition*2040. This document provides a status of bicycle and pedestrian planning and implementation, includes a review of bicycle and pedestrian policies and practices, and discusses active transportation safety issues. The plan notes that attention to bicycling and walking issues in Benton and Franklin counties has significantly increased in volume and importance in the last decade, with interconnected pedestrian and bike systems becoming a more critical component of the regional transportation network. Strong public support exists for improved bicycling and walking conditions through

PCM 1.11

9 Capital Facilities Element

9.1 Introduction and Purpose

The Capital Facilities element identifies necessary and planned capital improvements, improvement schedules, and funding resources that functionally integrate capital facilities into the Comprehensive Plan. For the purposes of this element, capital facilities are defined as the infrastructure the County is responsible for constructing, operating, and maintaining, and which enable the County to provide public services to County residents. This element provides the framework for the County's CIP (Appendix J) and adopts a 6-year CIP list of proposed projects and financing plan.

This element is one of six mandatory planning elements that GMA requires in County's Comprehensive Plan (RCW 36.70A.070 (3)) and must identify specific facilities, include a realistic financing plan, and adjust the plan if funding is inadequate. WAC 365-196-415 provides requirements and recommendations for this element.

9.1.1 Relationship between Land Use and Capital Facilities

There is a direct relationship between the Capital Facilities and Land Use elements of the Comprehensive Plan. The Land Use element determines where and at what density population and employment growth will be located. The Capital Facilities element identifies the thresholds of growth, when new and expanded public facilities will be needed, and indicates the County's priority system for constructing the identified public facilities. Although some public facilities are provided by other government agencies or private entities, the County must demonstrate these services are available.

Identified improvements to public facilities that are owned or operated by Benton County shall also be included in the County's annual budget. Any identified public facility improvements that are not owned or operated by the County should be included in the annual budgets and CIPs of the entities which provide those public facilities. State, local government, and district plans that are affected by proposed public facility improvements will be considered prior to inclusion of the improvements in the CIP. This includes considering a city's comprehensive plan when evaluating proposed improvements that affect that city's UGA.

9.1.2 Capital Facilities Element Update Process

Any updates to the Capital Facilities element of the Comprehensive Plan will be considered concurrently with other proposed amendments that are included in the annual Comprehensive Plan amendment review. Benton County's CIP, adopted by reference, is a dynamic document that will be updated annually to reflect new cost information, funding information, project list changes, and existing facility updates. The annual updates to the CIP will be done prior to the annual budget process so that CIP projects can be included in the annual budget.

collection facilities. The County does not currently provide, nor does it plan to provide in the foreseeable future, sewer, water, or utility services. Accordingly, its capital facilities do not include processing or production plants and the distribution/collection systems typically associated with such services. The only exception to this general condition occurs when a private water or disposal system fails, whereupon if placed in "receivership" under state law the County must assume responsibility as an interim condition.

The County may coordinate planning and development of public facilities in UGAs with municipalities and public facility providers by entering into interlocal/joint planning agreements, contracts, memorandums of understanding, or joint ordinances. Capital facilities and utilities may be constructed and operated by outside public service providers on rural properties if they are within the boundaries of a MPR, or a Rural Community Center pursuant to County Comprehensive Plan policies and development regulations. Electric and natural gas transmission and distribution facilities may be sited throughout Benton County both inside and outside of municipal boundaries, UGAs, MPRs, and Rural Community Centers. The County will coordinate with the BFCG and/or municipalities within the County when siting regional and community facilities. This coordination may include developing an inventory of essential facilities, determining a fair share allocation of essential facilities, conducting public involvement strategies, and assuring protections for the environment, public health, and public safety.

9.2.4 *Improvements to Public Facilities Identified in Other Plans*

Various plans ~~have been~~ prepared by other public agencies have been reviewed by the County as part of this periodic Comprehensive Plan review and update ~~that identify potential.~~ A summary of capital facilities forecasted for the next six years, along with the six-year financing plan, for these non-County operated facilities is provided in Table 9-1. This non-County operated facilities forecast and financing plan, combined with the County CIP for County-owned facilities comprise the County's forecast of future needed public facilities and financing plan for the next 6 years, to support implementation of the Comprehensive Plan. The County will review and revise this forecast and financing plan, as applicable, during plan implementation.

Regarding firefighting capabilities, in addition to the capital improvements identified in Table 9-1, the County has conducted an analysis of the adequacy of the firefighting capabilities for those districts that serve on the borders of the UGA and within rural areas of the County. This includes reviewing and incorporating into this plan by reference the Benton County 2018 Community Wildfire Protection Plan, and also interviews conducted with fire district personnel. A discussion of the findings from this analysis is provided in narrative following Table 9-1. ~~Capital projects that can be included in a future 6 year plan. The County will consider these projects as funding becomes available or when it is determined that public facilities have inadequate LOS.~~

Table 9-1
Six-Year Capital Improvements Plan for Non-County Operated Facilities

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
School Districts	Kennewick School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned new or remodeled schools	Bond	• Kennewick High School, 2019-2021, $105,000,000 • Amistad Elementary (Phase 2), 2019-2020, $22,000,000 • Kamiakin High School Addition, 2020-2021, $5,000,000 • Southridge High School Addition 2020-2021, $5,000,000 • New Elementary #18, 2021-2024, $26,000,000 • Ridge View Elementary, 2023-2024, $24,000,000
				Potential bond, planned for future	• Hawthorne Elementary, 2025-2026, $28,000,000 • Washington Elementary, 2025-2026, $28,000,000 • New Elementary #19, 2025-2026, $29,000,000 • Horse Heaven Hills Middle School • 2025-2027, $40,000,000
	Richland School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned new or remodeled schools and make other facility improvements. The school district is starting a facilities long term plan in the	Bond approved February 2017 for $99 million bond. Also applying for about $42 million in state assistance	• Replacement of Badger Mountain Elementary 2020-2021, $21 million • Replacement of Tapteal Elementary, 2019-2020, $19.9 million

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
			next year to see how they are doing in growth areas and depending on findings, there is potential for seeking additional bond funding before 2025.	dollars to augment local contributions	• New elementary school #11 on Belmont Boulevard in West Richland, opened 2019, $17.5 million • Construction of a new elementary school in south Richland, 2021-2022, estimated $22 million • Renovation of the Richland High School auditorium, will be completed in 2021, $9 million • Home side improvements and installation of field turf at Fran Rish Stadium, 2022-2023, $10 million • Improved athletic fields at Hanford High School, 2021-2022, $6 million • Construction of a new Teaching, Learning & Administrative Center, Sept. 2020 opening, $11.6 million • Renovation of the1982 wing of the old Jefferson Elementary into the Early Learning Center • Classroom additions, almost done with Phase 2, and working on getting a

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
					grant to do another phase in summer 2020 • Working on other purchases of land throughout district
	Prosser School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned remodel of schools, new high school and district offices	Bond	• New Prosser High School, $66,804,783; June 2021 • Remodel of 3 elementary schools, $39,339,497, fall 2022 • Remodel old Prosser High School into District Offices, $905,000, summer 2023
	Ki-Be School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned remodel of schools in future and parking lot repaving	Received a state grant and will run a bond in 2025 for remodeling the elementary and middle school in 2026.	• Repaving the high school parking lot with the state grant received sometime from now through 2020. • No other planned projects until after 2026.
	Finley School District	Aging facilities need updates.	Have done remodeling the last few years.	Bond of $10 million in 2017	• Renovate the Career & Technical Education (CTE) Buildings and Greenhouses, $2,140,746 • Upgrade athletic facilities, including ADA compliant grandstands, weight room equipment, and locker room modernization, $2,556,000 • Install security cameras and new key system at all

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
					three school buildings to improve student and staff safety, $405,000 • Complete additional projects including new carpeting at the elementary school, new roofing at the middle school, a new water distribution plant at the middle and high school, new lighting in all schools, $4,015,000 • Tax & Contingencies $883,254
	Paterson School District	Existing facilities adequate	None	Not applicable	Not applicable
	Grandview School District	Existing facilities within Benton County adequate	None	Not applicable	Not applicable
Water and Sewer	Cities and Towns in Benton County	Existing system plans with facilities inventories and capacities adopted by reference	6-year water system and sewer plans	Rates and development charges, grants and loans. Existing revenues and planned rate increases will support system improvements, with growth paying for growth	See system plans, incorporated by reference, for these details

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
Power	Benton County PUD	Existing system plans with facility inventories adopted by reference	Transportation improvements	Rates and development charges. Existing financial plans support system improvements, with growth paying for growth	See system plans, incorporated by reference, for these details
Transportation and Stormwater	Benton County, and Cities and Towns	Existing inventories adopted by reference	6-year transportation (including stormwater) improvement plans adopted by reference	County road fund, city revenue sources, grant and loans	See 6-year plans, incorporated by reference, for details
Fire Districts (see also associated narrative that follows for additional information on adequacy of firefighting capabilities)	District 1	Fire station needs remodeled in Badger Canyon, and outdated equipment needs replaced	Fire station remodel in Badger Canyon, new fire truck ambulance purchase, replacement of specialized apparatus, replacement of wildland and structure engines and evaluating current administrative facility	Planned bond on ballot in November 2019 for $3 million Received FEMA grant for additional personnel	• Fire station remodel in Badger Canyon, new fire truck ($700,000). • Ambulance purchase ($240,000) • Replacement of specialized apparatus ($200,000) • Replacement of wildland and structure engines ($800,000 - $1 million) Most to be done or started in 2020, if bond passes, with replacement of engines over the next 6 years. Hiring 4 - 5 additional personnel in 2020
	District 2	Main fire station is over 22 years old and needs	Currently adding additional apparatus bay and lean to	Current budget and WA State Local	Apparatus bay and lean to onto existing maintenance

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
		remodeled but do not have the funding due to low tax revenue.	onto existing maintenance facility out of existing budget. Purchase of two new ambulances. In need of hiring one or more additional Firefighter/Paramedics but	program on a 3-year term. Repayment funds will come from ambulance revenue. No funding yet identified for additional staff.	facility out of existing budget ($45,000). Purchase of two new ambulances ($320,000) Both currently in process
	West Benton Fire Rescue	Trucks and equipment aging, and need replaced	Replacement of 3 structure engines, 3 wildland apparatus, 2 tactical tenders, 1 new dozer and 2 command vehicles (more than $3 million) 1 career staff added in 2020, 6 resident firefighter positions added by end of 2020, 2 career staff adds in 2022 or 2023.	Private and government financing Funds from ballot measure and in 2021 will apply for grant to get these positions two years sooner	Over $3 million over the next six years
	District 4	Capacity improvements needed	Would like to build a new fire station (#430) on Keene Road in West Richland and purchase at least two new fire engines Will need to add personnel due to growth in the area over time	Bond	New station (costs under development) and fire engines by end of 2020 ($500,000 for each fire engine)
	District 5	No information available	No information available	No information available	No information available

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
	District 6	Currently looking at replacing an ambulance and one Type 1 engine.	Would like to build two new fire stations and a training ground over the next 10 years in the Plymouth area and at far west end off of Sonova Road. Just starting to talk about the building of new fire stations but no timeframe yet. Looking at increasing paid staff from 4 to 7 within next couple years. If station in Plymouth is built, they will have 1 career staff and 6 resident volunteers.	USDA grant or loan program Current budget and savings EMS levy to fund 3 positions	No set timeframe yet

Notes:
ADA – American Disabilities Act
EMS – Emergency Management System
FEMA – Federal Emergency Management Agency
USDA – U.S. Department of Agriculture

Analysis of the Adequacy of Firefighting Capabilities in UGAs and Rural Benton County

Fire District 1

- **Capacity needs or deficiencies for addressing fire risks** - County code for property owners for defensible space and Firewise mitigations would be helpful as the district continues to go into the outreaching interface areas. Continue to deal with fireworks fires annually with lack of enforcement for regulations.

- **Wildland Urban Interface and Residential Growth** - The District has no current hazard fuel reduction program within the annual operating budget due to budget priorities. An increase in available grant funds would be beneficial to target some of the high hazard fuels reductions areas identified in the Benton County Community Wildfire Protection Plan (2018).

- **Fire Breaks:** Changes in the Conservation Reserve Program rules that would allow fire breaks down to the dirt without a negative financial impact to the property owner would be beneficial.

- **Rural Water Supplies:** Continue to seek and develop water supply systems in our rural areas for assistance in fire suppression.

- **Residential and Agricultural Burning:** Provide education to County residents on the process of conducting and/or requesting permits for the four types of fires permitted within the County; recreational burns, agricultural burns, tumbleweeds, barbeques and woodstoves. Provide education to agricultural producers on Washington State Department of Ecology regulations and permit requirements required to safely conduct agricultural burns within Benton County.

- **Communications** - Although the SECOMM system has gone through a major equipment update and fine tuning, the service area due to topography continues to have areas where radio communications between Dispatch and Fire/EMS responders is not always reliable or serviceable in some areas.

- **Other:** As with most volunteer agencies, The District continues to seek ways to improve its ability to recruit and retain more firefighters and EMS personnel.

Fire District 2:

- **Capacity needs or deficiencies for addressing fire risks** - Current and largest risk is not having enough personnel. Small tax base with relatively low-income taxpayers does not produce much in tax revenue. Calls for service have increased dramatically over the years and continue to see a growth in large fires threatening our community.

- **Wildland Urban Interface Defensible Space** - Our Fire District for the last two years has instituted and developed a Firewise program to district residents. This has proven to offer some reduction to our wildfire-related calls; however, it does not get much participation to the high majority of our community despite public campaigns and strong community push. Plan to continue to use this program and maximize the use of our staff time to meet with property owners and educate them on the value of defensible space. Funding for staff time is a need to enhance this program; completing structural assessments every two years has proven difficult.

- **Fire Breaks** - The costs associated with maintaining established fire breaks costs our small fire department thousands of dollars annually and cannot be sustained without some type of financial assistance.

- **Rural Water Supplies** - Continue to seek and develop water supply systems in our rural areas for assistance in fire suppression. Very few areas exist for drawing water in the rural areas due to remoteness and lack of developed water systems.

- **Residential and Agricultural Burning** - All open burning within the County is subject to guidelines concerning, size, time, location and permit requirements from Benton County Clean Air Authority (BCCAA). Moreover, the BCCAA and the local cities have banned back yard burning except for blown in tumbleweeds. This is a two-fold problem. The first is that getting rid of some of the fuel loads reduces the fire potential to sustain burning. The other issue is that burning incorrectly causes numerous out of control fires.

- **Communications** - The SECOMM system has some limitations to cover the entire two counties due to topography despite the multiple channels and repeater sites.

- **Other** - As with most volunteer agencies, the District continues to seek ways to improve its ability to recruit and retain good firefighters and emergency response personnel.

West Benton Fire Rescue:

- **Capacity needs or deficiencies for addressing fire risks** - Always need more volunteer firefighter staffing. The career positions will not take away anything from the current volunteer force and are only being hired to supplement the response of volunteers. Need to maintain a robust roster of fulltime and volunteer staff to combat large incidents in the jurisdiction.

- **Personnel** - Response model relies heavily on Volunteer Firefighters, which make up 85 percent of response force. Due to a societal decline in volunteerism and the ever-increasing requirements to be a firefighter, it is difficult to increase the depth of the Volunteer ranks. In

addition, it is difficult to expand specialized services such as technical rescue and hazardous materials response when so heavily reliant on volunteer firefighters.

- **Rural Property Development** - Response area continues to see development of new single-family residential structures into the Intermix/Interface areas comprised of heavy grass/brush fuels. Many times, fires in the interface/intermix require an extensive amount of resources to provide structure protection as well as being actively engaged in fire suppression. This can cause a large drain on regionally available apparatus.

- **Communications** - With the recent addition of Franklin County and Walla Walla Fire District 5 to dispatching, radio traffic has been extremely busy. Though local repeaters and tactical frequencies used to command individual incidents are plentiful, both the availability of simulcast frequencies to communicate with the dispatcher and dispatch center capability to listen to and respond to multiple frequencies is lacking.

- **Vegetation Management** - Invasive plant species make managing a 5-acre rural residential parcel difficult. Many rural property owners fail to control invasive species which leads to insufficient or non-existent defensible space. The lack of a State Vegetation Management Program has allowed the cheatgrass and invasive species to grow right up the end edge of Interstate and State Highway road surfaces. Vegetation that has grown up to the edge of a roadway becomes critically dry in the summer months and is easily ignited by discarded smoking material, mechanical problems or traffic accidents and creates traffic hazards due to fire, smoke and responding fire apparatus in the roadway. It is a challenge to protect thousands of acres of lands that abut under-maintained roadways; spend a considerate amount of time dealing with wildland fires started from roadside ignitions.

- **Burn Permits** - Burning is limited within the City Limits of Prosser, and surrounding UGA to tumbleweeds. In the rural areas of the response area, Benton County Clean Air Agency sets burning regulations and sets the daily burn decision regarding outdoor burning. Many times, people are unaware about the daily burn decision or the presence of a burn ban.

- **Fire Inspections** - Prosser is home to a vibrant downtown core comprised of 100-year-old multistory buildings that house restaurants, assembly occupancies, mercantiles, offices and residential units. Fire and Life Safety Inspections came under the authority and responsibility of the City of Prosser in 2015. Proper fire and life safety inspections must be maintained to minimize the occurrences of devastating downtown fire losses.

- **Other** - Relying primarily on Volunteer Firefighters, it can be a struggle to mount an effective initial response force to incidents, and a large/complex natural cover fire or structure always requires the assistance from neighboring agencies to mitigate. To augment daytime

response in during the summer months, seasonal employees help with station tasks and incident responses.

The two fire stations are not staffed around the clock, and calls that occur at night or over the weekend are staffed with personnel responding from home. Continue to identify ways to decrease "turnout time" to incidents, which includes identifying funding to house responders at the headquarters fires station.

Identifying and installing fuel breaks with heavy equipment. Continue to build private landowner relationships and identify areas where fuel breaks will have a positive impact.

Fire District 4:

- **Wildland Urban Interface Defensible Space** - Funding for additional staff time is needed by the fire District to enhance the Firewise program and complete structural assessments every two years and deliver educational materials to potential participants as the population continues to grow and change. There are additional areas that abut City of West Richland property (specifically the sewer treatment plant) as well as many private homes that have never had a significant fire resulting in large buildup of fuel. The area also has extremely limited access and does pose a significant hazard if wildfire does gain access to the area. Efforts are needed to coordinate fuel reduction or defensible space around this area. This will be challenging, as there are wetlands in the area as well as being adjacent to the Yakima River and associated fish habitat.

- **Rural Water Supplies** - Continue to seek and develop water supply systems in rural areas for assistance in fire suppression. The District has worked with some of the vineyards to establish water supply points at irrigation ponds, but these are not always a reliable source of water depending upon the time of year and required water use for the vineyards. The District has also worked with the Barker Ranch to identify water supply access points to be developed as the ranch makes improvements to the irrigation and wetland management program. These water supplies allow access to water supplies closer to the threat of wildland fires as identified by landowners, users and the District.

- **Communications** - SECOMM has a rather sophisticated, intricate, and reliable – repeater simulcast microwave system. The system has some limitations to cover the entire two counties due to topography despite the multiple channels and repeater sites.

- **Residential and Agricultural Burning** - The District continues to see a high number of controlled burning activities that are not allowed under the current Benton County Clean Air Authority rules. The types of allowed burning depend upon the urban growth boundaries as well as agricultural use of lands. Many of the residents who have lived in the area for longer,

still conduct burning of natural vegetation even though they are inside the urban growth boundary, where this type of burning is not allowed. Efforts to educate the public on the rules continues to be a challenge based on the perceived rural nature of large portions of the District.

- **Cooperative Agreements** - The District is part of an automatic and mutual aid agreement system with Three counties; Benton, Franklin and Walla Walla. We have developed a dispatch matrix that allows us to put a large amount of resources on an incident in a relatively short period of time in the urban areas, but the rural areas take much longer to deploy resources due to the remote areas.

- **Other** - As with most combination career/volunteer agencies, the District continues to seek ways to improve its ability to recruit and retain reliable personnel to assist with the variety of responses and other administrative activities that must occur to be a progressive and successful organization.

Fire District 5:

- **Residential Growth** – The District has not seen significant population growth. However, there is growth in the suburban areas on the outer district lines, with housing development expanding into the district.

- **Communications –** The District is part of a Bi-County dispatch center (SECOMM) that is responsible for dispatching all fire, ems and police, as well as one fire agency from a third county, Walla Walla County. SECOMM has a VHF simulcast and microwave system utilized by fire agencies, and law enforcement agencies operate on an 800MHz radio system. The VHF radio system is outdated and will require a major overhaul within the next 2 to 5 years as parts are no longer available. The merger to one dispatch center was recent. With the addition of Franklin County Fire agencies, Pasco Fire Department and Walla Walla Fire District #5, radio traffic has increased. It seems that the number of dispatch staff needs to be increased to handle the increased radio traffic and calls.

- **Other** – The District is reliant on neighboring fire agencies for structure fires as well as for ALS services. There is a need to have access to Water Tenders and Type 1 Engines.

- **Cooperative Agreements** – The District has mutual aid agreements with neighboring fire agencies. The District will implement or renew needed mutual aid agreements.

Fire District 6:

- **Capacity needs or deficiencies for addressing fire risks** - Need more volunteers and paid staff. Have six seasoned responders that are near retirement age. However, these few

volunteers respond to a majority of the calls for service. These precious few members are the "backbone" of our organization and are vital to our continued operation. New volunteers have recently joined our ranks but will require several years of training to be able to take on medical and fire responsibilities.

The District does not enjoy a large donating population. Fundraisers in our economically depressed area do not produce the donations needed to purchase equipment. The tax base and a small amount of ambulance income are all that is available to operate on.

The remaining budget priorities are placed on personal protective equipment, maintenance, ensuring apparatus are safe, training firefighters and training EMT's. Several fire stations owned by the District are thirty-five years old and require major repair.

- **Other** - Need weed abatement along the state, federal highways and railways. The overgrowth and close proximity of combustible vegetation causes multiple large fires every year. With our rural location, this can be detrimental to the person in need if we do not have the responders to help. Additional training would also be helpful. Due to rural location it is difficult to get outreach training for firefighter 1, wildland firefighter and Emergency Medical Technician.

9.2.5 *Prioritizing Public Facility Projects*

Prioritization of projects and programs can be difficult, so the County has established the following general guidance in prioritizing public facility projects, from highest to lowest priorities they include:

1. Repair existing public facilities to achieve or maintain LOS
2. Construct new or expanded public facilities to achieve or maintain LOS
3. Repair existing public facilities or construct new public facilities to eliminate hazards
4. Construct new or expanded public facilities to achieve or maintain LOS and other needs as forecasted during the next 6-years
5. Repair existing public facilities or construct new public facilities to reduce the operating cost of providing a public service or facility
6. Construct new facilities to provide excess capacity that will be needed beyond the next 6 years
7. All other facilities the County is obligated to complete that do not meet the criteria above

9.2.6 *Other Considerations*

County strategic goals, key objectives, and financial policies provide the broad parameters for development of the annual CIP. Additional considerations include the following:

- Does a project support the County Commissioners' strategic goals?
- Does a project qualify as a capital project as defined in the County Budget Policy and have an expected useful life of at least 5 years?

- Law and justice, including the operation and administration of the courts, jail, and sheriff's functions
- Juvenile justice facilities including detention
- Regional parks and recreational facilities
- Bi-county regional health and human services
- Drainage improvement districts for low lying areas along river mainstems
- Waste management
- Regional fairground facilities

9.5 Capital Improvement Plan

The CIP is a 6-year list of projects updated at least biannually and used by the County to identify, maintain, and pay for current and future infrastructure needs for services provided by the County. The County prepares a comprehensive capital projects list that correlates funding sources to needed improvements and identifies project funding. The CIP is reviewed and updated in conjunction with the County budget process. Each update to the County's CIP is adopted by reference into the Comprehensive Plan.

Because the CIP is a working document regularly amended, it is not included in its entirety as a part of the Comprehensive Plan but is incorporated by reference.

9.6 Siting of Essential Public Facilities (RCW 36.70A.200)

The GMA requires that the comprehensive plans of each county and city include a process for identifying and siting essential public facilities. Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities, state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes and secure community transition facilities. The OFM maintains a regional list of such facilities that are required to be built within the next 6 years. Because of their nature, these facilities may have large land parcel requirements and unique siting needs with regard to public services and transportation or produce noise and raise complex public health and safety concerns. These requirements and impacts would be imposed upon those living and working in the surrounding area of such facilities. Benton County shall provide land use zones that are compatible and development regulations that are consistent with the statutory requirements applicable to these facilities. The County uses a review process that allows citizen, city, and state agency input when such facilities are proposed. The siting process is summarized in Table 9-21~~:~~ Essential Public Facilities Siting Matrix.

Airports and heliports operated for the benefit of the public must be appropriately planned to assure that adjacent land uses are compatible. The Benton County Zoning Ordinance shall provide

Table 9-~~12~~
Essential Public Facilities Siting Matrix

Use: Essential Statewide Facility	Zone	SEPA	Public Utilities		Reviewing Board		Responsible Jurisdiction (local/ federal/ state)	Benton County Permits	Special Siting Criteria
			Water	Sewer	PC/ BOCC	BOA[1]			
Airport[2]	RL 5, GMA-AG, LI, HI	Yes	X	X	A/H Overlay	X	RTPO/FAA/WSDOT/ Ecology	BC-Building	Transportation access public services
State Education	UGAR, RL 5, GMA-AG	Yes	X	X		X	Ecology/DOH	BC-Building	Transportation access public services
State & Regional Transportation	All Zones	Yes				X	Ecology/WSDOT/RTPO	BC-Building Structures only	Public services structures only
State Correctional	HI, GMA-AG	Yes	X	X		X	Ecology/DOH	BC-Building	Transportation access public services
Solid Waste Handling	LI, HI, GMA-AG	Yes	X			X	Ecology	BC-Building	Transportation access public services
In-patient Health[3]	UGAR, RL 5	DOS[4]	X	X		X	Ecology/DOH/DSHS	BC-Building	Transportation access public services
Secure Community Transition[5]	HI	DOS	X	X		X	Ecology/DOH/DSHS	BC-Building	SCTF's land and cell access, not in close proximity to risk potential activities
Others as listed by OFM[6]	TBD[7]	DOS	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Notes:
Source: 2006 Benton County Comprehensive Plan, Appendix 4

1. Conditional Use Permit
2. Airport/Heliports are subject to the provisions of 11A.86
3. Substance abuse, mental health, and group homes
4. Depending on size of facility
5. SCTFs as required by RCW 36.70A.200 & RCW 71.09 (civilly committed sex offender housing)
6. Facilities listed by the OFM required or likely to be built within the next 6 years (RCW36.70A.200)
7. To be determined by Benton County Planning Department as projects are identified

A/H: Airport/Heliports
BC: Benton County
BOA: Board of Adjustment
BOCC: Board of County Commissioners
DOH: Department of Health
DOS: Determination of Significance
DSHS: Department of Social and Health Services
Ecology: Department of Ecology
FAA: Federal Aviation Administration
GMA-AG: Growth Management Act Agriculture
HI: Heavy Industrial
LI: Light Industrial
OFM: Office of Financial Management
PC: Planning Commission
RCW: Revised Code of Washington
RL: Rural Lands
RTPO: Regional Transportation Planning Organization
SCTF: Secure Community Transition Facility
SEPA: State Environmental Policy Act
TBD: To be determined
UGAR: Urban Growth Area Residential
WSDOT: Department of Transportation

11 References

Anchor QEA, 2016. *Port of Kennewick Comprehensive Scheme Update.* Resolution 2016-33 Exhibit 3. Prepared for the Port of Kennewick. Kennewick, Washington. November.

Benton Conservation District, 2015. *Quality Assurance Project Plan: Benton County Groundwater Nitrate Monitoring Study.* Grant Number: WQC-2016-BentCD-00102. September. Available from: https://fortress.wa.gov/ecy/publications/documents/1610028.pdf.

Benton County, 2014. Benton County Comprehensive Parks Plan 2014 – 2020. July.

Benton County, 2017. GIS Land Use data. Retrieved from http://www.co.benton.wa.us/pview.aspx?id=690.

Benton County, 2018, Community Wildfire Protection Plan.

Benton County, 2019, Natural Hazard Mitigation Plan.

BERK Consulting, 2016. Agricultural Land and Critical Area Mapping Update. Prepared by Lisa Grueter. July 15, 2016.

BERK Consulting, 2017. *Draft Work Plan and Adaptive Management Matrix.* Prepared for the Benton County VSP Work Group. June 23.

BFCG (Benton-Franklin Council of Governments), 2016. *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area.* Prepared for Benton-Franklin Council of Governments. June.

BFCG, 2017a. Comprehensive Economic Development Strategy Update. Prepared for Benton-Franklin Council of Governments. April.

BFCG, 2017b. Transition2040. Updated: 2017. Cited: August 4, 2017. Available from: http://bfcog.us/transition2040/.

DOE (U.S. Department of Energy), 1999. *Hanford Comprehensive Land-Use Plan Environmental Impact Statements.* DOE/EIS-0222D. Richland, Washington. September.

DOE, 2001. *Draft Hanford Industrial Mineral Resource Management Plan.* DOE/RL-2000-61. Richland, Washington.

DOE, 2015. *Supplemental Analysis of the Hanford Comprehensive Land-Use Plan Environmental Impact Statement.* DOE/EIS-0222-SA-02. Richland, Washington. April.

Appendix H-4
Washington State Highway Inventory within ~~Build-Out of~~ Benton County and 2028 Forecast and Level of Service Analysis ~~Comprehensive Plan Land Use Assumptions - 2028 AADT~~

Appendix M

~~Comment Response Matrix~~ Benton County Community Wildfire Protection Plan (2018)

Appendix N
Benton County Natural Hazard Mitigation Plan (2019)

Appendix ~~M~~O
Comment Response Matrix

ORDINANCE NO. _____

IN THE MATTER OF COUNTY PLANNING: COMPREHENSIVE PLAN AMENDMENT TO COMPLY WITH BENTON COUNTY RESOLUTION 2019-276, SETTLEMENT AGREEMENT WITH FUTUREWISE REGARDING APPEAL OF 2017 COMPREHENSIVE PLAN.

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

The following ordinance is hereby adopted but will not be codified.

Section 1. Public Interest. The Board of County Commissioners find it to be in the public interest to amend the Benton County Comprehensive Plan to comply with the settlement agreement with Futurewise regarding the appeal of Benton County's 2017 Comprehensive Plan, as amended on December 3, 2019.

Section 2. Update to Comprehensive Plan. The Benton County 2017 Comprehensive Plan adopted February 13, 2018, by Ordinance 600 and amended on December 3, 2019 by Ordinance 618 is hereby amended as attached. The amendment is in compliance with current requirements of the Growth Management Act and shall become part of the Benton Comprehensive Plan as of this date. These amendments include new policies, amendments, edits, and changes as follows;

a. New policies added to the Rural Lands-Section 2.2.3 pages 14-16;

b. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; Amendments to the Capital Facilities & Public Services (2.10 pg. 30);

c. Housekeeping edits to pages 36 and 52 to correct an acreage amount;

d. Housekeeping edits to page 95 to correct estimated number of new homes needed;

e. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110;

f. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122;

g. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143;

h. Addition to the References section-page 154;

i. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis;

j. Addition of Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners);

k. Addition of Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners; and

l. Letter Change from Appendix M to Appendix O (Comment Response Matrix).

Section 3. 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.

Section 4. Effective Date. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____ 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Approved as to Form:

Ryan K Brown
_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

LU Goal 4: Establish UGAs adjacent to incorporated areas, within which an orderly and cost-effective transition from rural to urban land uses and authority can be coordinated within the next 10 to 20 years.

Policy 1: Consider UGA expansions according to the process identified in the Benton CWPP.

Policy 2: Facilitate the realization of regional transportation and other infrastructure and public facilities plans.

Policy 3: Designate zoning and promote development on unincorporated lands within the UGAs consistent with the cities' Comprehensive Plan land use designations.

Policy 4: Promote outreach to established citizen interest groups regarding significant developments proposed within or adjacent to their communities.

2.2.2 Communities Outside UGAs

LU Goal 5: Identify the location, site planning, and density of new non-farm development outside of UGAs to protect existing agriculture from incompatible adjacent land uses.

Policy 1: Establish compatible land uses adjacent to areas designated as GMA Agriculture to minimize conflicts associated with farm activities such as spray, dust, noise, odors, and liability.

2.2.3 Rural Lands

LU Goal 6: Preserve rural lifestyles outside UGAs and incorporated areas while accommodating new population growth consistent with the protection of rural character.

Policy 1: Maintain overall residential densities within rural residential areas that reflect rural character as defined by the GMA and are low enough to perpetuate rural lifestyles, which are typically characterized locally by a predominantly open landscape inhabited by households engaged in diverse and recreational land use activities related to livestock and crop production; protect surface and ground water; and that can be supported by available public services.

Policy 2: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

Policy 3: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

Policy ~~24~~: Encourage low impact recreational uses and protect open spaces that preserve rural character.

Policy ~~35~~: Provide public services consistent with rural character. Rural developments will not impact existing public facilities/services to the extent that the level of service for that facility is reduced below the adopted threshold and/or acceptable operation capacity. Rural developments should occur where adequate access to transportation systems, and rural levels of utilities and facilities, such as domestic water, power, and fire and police protection are available.

~~Policy 4: Encourage the reduction of fire risk and urban/wildland interface through fire-wise principles, prevention measures, and other programs.~~

Policy 6: Rural development shall minimize potential adverse impacts to water quality, slope stability, vegetation, wildlife and aquatic life as implemented through the County's critical area regulations, shoreline master program, and hydrology manual.

Policy 7: Support the availability of sufficient water to maintain the agricultural industry and agricultural processing and value-added manufacturing.

Policy 8: Encourage long-term conservation, adequate water supply, and the wise stewardship of natural resources within Benton County for the benefit of current and future residents.

Policy 9: Encourage the continued communication with irrigation districts, legislature, and other responsible entities to ensure that adequate irrigation water is available for agricultural uses.

Policy ~~5~~10: Limit impervious surface in rural lands by implementing maximum lot coverage in the development regulations.

Policy 11: Encourage the use of low-impact development (LID) measures in the Eastern Washington Low Impact Development Guidance Manual and their application to urban development, urban and rural subdivisions, and large rural developments in Benton County.

Policy 12: Support on-site infiltration in rural areas for new lots, subdivisions and developments by promoting storm water best management practices. Promote the retention of existing native vegetative cover in landscaping plans for areas zoned Rural Lands One Acre (RL-1), Rural Lands Five Acre (RL-5), Rural Lands Twenty Acre (RL-20), and Planned Development (PD) zones applied to any of these zones. Where the proposed development will not be precluded, limit impervious surfaces that are not infiltrated on-site for all new development in the zoning districts listed above to no more than ten percent and require the retention

of 45 percent vegetative cover, which may include native or non-native species, provided soil infiltration/filtration properties are maintained.

Policy 13: Encourage the reduction of fire risk and urban/wildland interface through fire-wise principles, prevention measures, and other programs.

Policy 14: Support and encourage the use of and application of Firewise principles and other fire risk reduction measures consistent with the Benton County Natural Hazard Mitigation Plan and Community Wildfire Protection Plan to reduce fire risk for urban development, urban subdivisions, rural subdivisions and large rural developments susceptible to wildfires. Encourage the implementation of the Firewise principles, or similar best management measures, applicable to individual lots on all lots at risk from wildfires.

Policy ~~6~~15: Encourage new rural development away from the 100-year floodplain, and as guided in the County's Flood Damage Prevention Ordinance, CAO, and SMP.

2.2.4 Master Plan Resorts and Small-scale Recreational or Tourist Use

LU Goal 7: Provide opportunities for Master Planned Resorts (MPRs) and Small-scale Recreational or Tourist (SSRT) uses consistent with the GMA.

Policy 1: Provide MPR and SSRT development regulations that are consistent with provisions of RCW 36.70A.360, the Comprehensive Plan, and County regulations.

Policy 2: Locate MPR and SSRT Uses outside the vicinity of UGAs according to the provisions of the GMA.

Policy 3: Develop a master site plan that functionally integrates various land uses with motorized and non-motorized circulation systems that are accessible to public transportation where available and connect with open spaces for public use.

Policy 4: Ensure that infrastructure, such as roads, water supply, and utility standards are consistent with rural densities and uses.

Policy 5: Prepare a capital facilities plan. Necessary capital facilities, utilities, and services may be provided to a MPR by service providers from outside the boundary of the MPR, including municipalities and special service districts, provided that all costs associated with service extensions and capacity increases directly attributable to the MPR are fully borne by the resort.

Policy 6: Ensure that developments contain open space and open space amenities (paths, trails, scenic overlooks, and viewpoints) that are open to the public.

Policy 2: Work to identify opportunities for water conservation on County property and at County facilities.

Policy 3: Encourage the use of irrigation water for non-potable uses in housing units, parks, and other developed lands within water service areas.

Policy 4: Acknowledge that municipal governments and other water utilities, as applicable, are the best long-term water supply service providers within designated UGAs.

Policy 5: Consider existing public or private water purveyors first when the need arises for a rural domestic water supplier.

Policy 6: Look to Satellite Management Agencies (SMA) first for assistance with operations and management of failing or troubled water systems throughout the County. Encourage an increase in the number of approved SMAs in the County.

2.4.3 Rural Domestic Water Policies

Policy 1: Public and private purveyors, along with exempt wells operated by individual households, adequately provide for water needs in rural areas of the County. The County will not seek to become a residential water purveyor except where mandated by the state under RCW 43.70.195.

Policy 2: Recognize that new rural water right permit exempt wells are junior to senior surface and ground water rights and may have the potential to impair these water rights. Support the implementation of water management and mitigation strategies to avoid or offset impacts from exempt wells, as applicable, that allow for continued growth and development consistent with the land use plan.

Policy 3: Rural development shall provide adequate water for domestic use. When feasible, rural developments will be encouraged to utilize existing community systems with adequate availability for domestic water and sewage disposal.

Policy 4: New groundwater uses must provide evidence that the proposed water source is physically and legally available. Groundwater uses and withdrawals, including the issuance of building permits and the approval of land divisions, must be consistent with RCW 90.44.050, and with applicable rules adopted pursuant to RCW 90.22 and 90.54.

Policy 3: Eliminate existing service level deficiencies in existing facilities before expending capital funds for new uses. Capital facilities planning should integrate all of the County's capital project resources (grants, bonds, general County funds, donations, real estate excise tax, conservation futures property tax, fees and rates for public utility services, and any other available funding).

Policy 4: Prioritize and evaluate public capital facilities annually for funding ~~public funding~~ for capital projects that are necessary to accommodate existing and projected demands of the Land Use Element of the Comprehensive Plan.

Policy 5: Prioritize capital facilities planning and expenditures consistent with this Comprehensive Plan for projects that accomplish one or more of the following:

1. Are essential for public health, safety, and welfare
2. Address and/or improve the quality and level of regional government services
3. Maintain designated transportation LOS
4. Improve public and private sector productivity
5. Facilitate the maintenance and growth of the rural/agricultural economy

Policy 6: Explore public facilities and infrastructure investment options that use Hanford site resources and benefit the region beyond the Hanford area.

Policy 7: Promote compatible development of land adjacent to existing and proposed school and other public facilities.

CF Goal 2: Provide for the siting of "Essential Public Facilities" using siting criteria that are consistent with statutory requirements applicable to these facilities and within appropriate land use designations,

Policy 1: Locate capital facilities identified as essential public facilities in a manner that will provide necessary service to intended users while minimizing the impact to surrounding land uses.

2.11 Utilities

UE Goal 1: Ensure utilities support the land use and economic development goals of the County.

Policy 1: Siting of proposed public facilities should be consistent with adopted land use policies.

UE Goal 2: Maintain public and private household water and sewer systems that are consistent with the rural character of the County.

Policy 1: Develop joint service agreements between special districts, counties, and cities for lands within UGAs.

activities in 2009 and beyond. Table 3-2 indicates the historic population growth in Benton County by decades.

Table 3-2
Historic Population Growth in Benton County

Year	Benton County	% Change Benton County
1970	67,540	8.81%
1980	105,800	56.65%
1990	112,560	6.39%
2000	142,475	26.58%
2010	175,177	22.95%

Benton County's current population, based on the 2017 OFM data, is 193,500. The unincorporated County population constitutes 35,085 persons, or approximately 18 percent of the total County population. At present, the agricultural sector is experiencing significant economic growth in the County, as the global markets for eastern Washington farm products continue to expand. At the local level, the commercial retail sector within the Tri-Cities has reached a scale of regional significance with new retail stores being constructed regularly, and serving an area within an approximate 100-mile circumference of the Tri-Cities. Hanford Cleanup budgets continue to play a major role in supporting local economic and population growth, and this is expected to continue into the future.

The land use trend on the Hanford Site can be broadly described as the gradual reintegration of major portions of Hanford's resources (land, water, and infrastructure) into the economy, custom and culture, and regulatory authority of local jurisdictions within which the Hanford Site lies. Today, the Hanford Site is being cleaned up for future uses that, in addition to federal missions, will likely include non-defense related private and public sector uses.

Recently, ~~13,641~~ 1,641 acres of Hanford land was transferred from the U.S. Department of Energy to the City of Richland, the Port of Benton, and Energy Northwest for industrial uses. The Hanford Reach National Monument, created by President Clinton in 1999, has also generated additional visitors and tourists to the site and the surrounding communities.

3.2.3 *Future Considerations*

Accommodating land needs of both agricultural and non-agricultural uses, while maintaining the potential of all economic sectors, is important for Benton County. Key considerations for land use in the County are to preserve and protect agricultural and resource lands, allow rural lifestyle in rural lands, and allow growth where services are available, primarily in the urban areas. With the County

3.6 Expansion of Urban Growth Areas

Two aspects are important for UGA expansion: meeting the required need for future land in urban areas and maintaining low density land outside the UGA to enable logical and cost-effective expansion.

Currently, the County is updating the UGA boundary in two areas as follows:

1. City of Richland UGA expansion. As discussed before, ~~13,641~~ 1,641 acres of Hanford land was transferred from the U.S. Department of Energy to the City of Richland, the Port of Benton, and Energy Northwest. As a result, the City has applied for an UGA expansion to add 1,184 acres of Hanford land to its UGA and remove 283 acres from the Richland UGA (for a net increase of 901 acres). This request has been incorporated into the County's Comprehensive Plan update.
2. City of Prosser UGA amendment. Based on the City of Prosser's OFM population projection and land needed to accommodate this population, a reduction of 483.96 acres of UGA land and an addition of 100.44 acres of industrial land (for a net reduction of 383.52 acres) has been applied for and is incorporated into this Comprehensive Plan update.

Within the Comprehensive Plan, four principle factors apply to future connections between cities and the County relative to the build-out of and expansion of UGAs. These include the availability of vacant lands in the municipalities; urban densities within the cities and UGAs; appropriate sizing of UGAs compared to future population growth; and consideration of site planning that preserves rural lands outside of UGAs for future expansion.

3.6.1 Total Vacant Land Within Benton County's Metropolitan Planning Area

The cities of West Richland, Richland, and Kennewick are contiguous. Some of the cities already have annexed unincorporated lands that are adequate to meet future demand. For instance, the City of Richland had placed significant amount of land within its UGA under the Urban Reserve land use category. Each City assesses their own land use demand based on vacant land and developable land to identify future needs before any UGA expansion is proposed.

The adoption of the County's Comprehensive Plan, and the adoption of each of the cities' plans, require that the expansion of urbanization, with its conversion of rural lands to urban uses be an orderly, cost-efficient process, based on population projections and protection of rural neighborhoods and natural resource lands. The UGA process is intended to, and has, influenced a reduction of urban sprawl, increased annexation of unincorporated islands with the cities, and achieved greater cost effectiveness for development within UGAs.

Table 6-4
Housing Mix, Cities in Benton County, 2015

Jurisdiction	Single family	Multi-family	Manufactured Homes	Total Dwellings[1]
Unincorporated	8,117	220	3,558	11,962
Kennewick	17,590	9,488	2,208	29,356
Richland	15,000	6,309	786	22,130
Prosser	1,431	580	290	2,301
West Richland	3,698	305	527	4,530
Benton City	716	182	279	1,194
Total	**46,552 (65%)**	**17,084 (24%)**	**7,648 (11%)**	**71,284 (100%)**

Notes:
[1]Does not include RV, Boats, and Vans
Source: American Community Survey (U.S. Census Bureau 2015)

6.4 Future Considerations

As discussed above, based on the population estimates, the County will need to add ~~7,070~~ 6716 new homes in the next 20 years. The Land Use element discusses potential areas for future developments and the County's land capacity to meet projected housing needs. The discussion below indicates multiple housing types in various densities to address housing needs and affordability.

6.4.1 Density

Residential development in Finley, Washington

A range of residential densities is provided within the unincorporated County to provide broad affordability related to land costs and construction. Within the Rural Community Center areas in Paterson, Whitstran, Plymouth, and Finley, densities of up to 3 DU/acre may occur, including duplexes. Densities of 1 DU/acre are designated in Rural Transition areas due to their proximity to UGAs and adequate road capacity. These designations are considered limited areas of more intensive rural development enabled by RCW36.70A.070 (5)(d). The density of 1 DU/5 acres is the dominant rural density in Rural Remote areas. Low density residential uses are allowed in Rural Resource areas at 1 DU/20 acres. Minimum lot sizes in each land use and zoning district are identified in the zoning code Chapter 11 of BCC.

7 Transportation Element

PCM 1.10

7.1 Introduction

The Transportation element of the Comprehensive Plan describes the existing transportation network, LOS, planned improvements and financing, and intergovernmental coordination needs, as required under RCW 36.70A.070(6). Collectively, these items help functionally integrate the transportation network with the Land Use Map (see Appendix A: Map Folio, Figure 14 – Transportation – Existing Major Facilities Map).

Under current local farm and non-farm economic growth conditions, the trend to convert raw land for agriculture, residential, commercial, and industrial land uses will continue. These conversions engender new land uses which drive maintenance and expansion of road capacity for commuter, "farm to market," leisure, recreation, business, and other vehicle trips. Transportation related land use demands ultimately manifest themselves as capital projects in the County's Six-Year Road Program (Appendix H-1). Further information on the Washington State Highway System can be found in Appendix H-3 (Washington State Highway Inventory within Benton County) and Appendix H-4 (Washington State Highway Inventory and 2028 Forecast and Level of Service Analysis ~~Build-Out of Benton County Comprehensive Plan Land Use Assumptions – 2028 AADT~~).

7.2 Existing Transportation System

Transportation systems in Benton County form a multi-modal network that provides for the movement of people and goods locally. The systems connect to regional, state, national, and international systems. Transportation systems which comprise the local network include road, rail, air, waterborne, and non-motorized (bicycle, pedestrian) transit.

Efficient transportation links to regional, state, national, and global markets are essential to the maintenance and growth of the County's economic base. Additionally, the ease with which people can move throughout the County is an important quality of life factor.

7.2.1 Benton County Road System

Within and around the Metropolitan Planning Area (Kennewick, Richland, West Richland), the road system within Benton County is well developed with interstates, state highways, collectors, and local access routes. Improvements have been made to several roads to improve access to some of the outlying rural areas, such as Finley and in areas in southern Benton County. Road access for rural and agricultural areas is good and continues to be improved.

Peak hour congestion problems do exist within the urban areas, notably on routes such as State Route 240 and George Washington Way used by Hanford Site commuters, and on Columbia Center Boulevard related to the Columbia Center Commercial Retail complex in Kennewick.

The principal commodity shipped out of Benton County by barge is grain products. Grain shipments in 2014 above McNary Dam totaled 4,189,000 tons and 4,644,565 tons between McNary and the Dalles dams (Godlewski 2016).

Agricultural products are shipped from privately owned docking facilities located at grain storage and industrial sites. Occasionally, special shipments of former nuclear components, such as submarine reactor hulls, destined for disposal at Hanford, are barged to the Port of Benton dock in Richland.

The demand for waterborne transport fluctuates with markets, commodity supply, and in relationship to the economics of transport by rail and overland truck. However, over the long term, because of its inherent efficiencies, waterborne transport will likely remain an integral part of the Inland Empire transportation system and will continue to play a vital and expanding role as global trade expands, balanced with associated river management strategies supporting salmon recovery efforts. Maintaining the existing water transportation system is an important priority for the County.

7.2.5 *Pipeline Transport*

7.2.5.1 Existing Conditions

Benton County has two interstate natural gas pipelines: Pacific Gas and Transmission Company and Northwest Pipeline Company. The Pacific Gas and Transmission Company line crosses the southeast corner of the County as it extends from Walla Walla County into Oregon. The Northwest Pipeline Corporation line runs up the Columbia River Gorge from Vancouver, Washington, to Plymouth. There it branches into two lines, one to the Yakima Valley and Wenatchee, the other serves the Tri-Cities and Spokane. The system distributes natural gas to Washington's seven utility companies. The maximum pipe size is 30 inches.

7.2.5.2 Future Considerations

Gas energy from this distribution system directly serves the Plymouth and south Finley areas Industrial land use designations. Substantial undeveloped industrial designated land exists within these two areas. The presence of large acreages with gas energy and road, rail, and barge transport opportunities provides economic opportunities that should not be blocked by piece-meal developments. Proactive advanced planning should occur in these areas to preserve their future industrial/commerce values.

7.2.6 *Public Transit Service, Park and Ride Lots, Bicycle Transport*

Ben Franklin Transit (BFT). The Tri-Cities urban area, Prosser, and Benton City are served by several fixed routes operated by Ben Franklin Transit (BFT) ~~BFT~~. BFT also provides a rideshare/vanpool program that operates throughout the region. A map of the BFT Service Area known as the Public

Transit Benefit Area (BFTA) is included in Appendix A. BFT route headways are set and adjusted periodically based on ridership demand and market potential, using load factors, productivity, and development growth to inform the planning process. BFT distributes bus service so that the majority of all residents within the service area are within a 1/2 mile walk of bus service. DAR paratransit service operates on an eligibility basis throughout the entire PTBA, at a regular rate when the origin and destination are within 3/4 of a mile of the service boundary, and at a premium rate when the origin or destination is beyond 3/4 of a mile from the service boundary.

Benton County sits on the Board for BFT and participates in their planning process as well. BFT regularly prepared a Transit Development Plan (TDP) which identifies improvements and expansions to the transit service provided in the region. Because of the nature of providing efficient transit service within budgetary limitations, transit service to unincorporated areas of Benton County are somewhat limited. However, coordination of appropriate services such as bus stops, park and rides and other services occurs with each update of the TDP. The current TDP is adopted by reference in the Comprehensive Plan and can be found at this weblink: https://www.bft.org/assets/1/6/draft-2019-2024-transit-development-plan-for-public-comment_06-13-191.pdf

Park and Ride Lots. There are currently nine park and ride lots in Benton County which are owned by WSDOT, BFT, and the City of Kennewick. BFT buses serve six of the sites in the urban area.

7.2.7 Non-Motorized Transport

~~**Bicycle System/Plans.**~~ Bicycle paths have increased in the past several years, with a bike path that forms a loop around the urban areas of the Tri-Cities and a path north and west of Prosser. In addition, roads with lower traffic use in the County are often used by cyclists for recreational riding.

Benton County is an active participant in the regional transportation planning process that is coordinated by the Benton Franklin Council of Governments (BFCG). As members, the County participates regularly on both the Technical Advisory Committee and the Policy Board to address numerous transportation issues in the region. The BFCG has prepared the Regional Active Management Plan which discusses bicycle and pedestrian facilities. As members of BFCG this document and its associated strategies, are adopted and incorporated into the Benton County Comprehensive Plan by reference. This document can be found at the following weblink: http://bfcog.us/wp-content/uploads/2017/03/FINAL-2016-Regional-Active-Transportation-Plan-3-28-16.pdf. A map from this document of the Benton County Active Transportation System is included in Appendix A Map Portfolio.

7.2.8 Transportation Demand Management Strategies

As discussed above, Benton County is an active participant in the BFCG. The Regional Transportation Plan, *Transition 2040*, includes a chapter on Transportation Management and Operations that discusses Transportation Demand Management Strategies. TDM strategies should be pursued before roadway LOS approaches or drops below adopted standards included in the Comprehensive

Plan. As members of BFCG all of these documents, and associated TDM strategies, are adopted and incorporated into the Benton County Comprehensive Plan by reference. These documents can be found at the following weblink: http://bfcog.us/transition2040/ http://bfcog.us/transition2040/.

7.3 Level of Service Analysis

Consistent with GMA, the County has adopted LOS as the standard of operating efficiency for the County-owned and maintained major collectors and arterials within the County transportation service system. Local roads and minor collectors do not have designated LOS. LOS for minor arterials are designated by WSDOT.

7.3.1 Benton County Level of Service

Benton County's designated LOS is "C" in rural areas and LOS "D" within Urban Growth Areas. When a roadway meets a LOS "C" standard, it means that the streams of traffic flow remain uninterrupted, even at peak hours, by congestion or delays related to traffic volume and road configuration.

County land uses are primarily rural and agricultural, and such uses typically generate new traffic demands gradually. An evaluation of LOS for all County major collectors and arterials was conducted by evaluating existing and future volume (through 2027) estimates.

On rural roads with relatively light traffic volumes where flow is uncomplicated by frequent entry points and signalized intersections, a simple comparison of existing traffic counts and projected traffic counts based upon assumed growth percentages by area in the County was applied to evaluate LOS. The LOS for each of the roads evaluated was determined for both existing and future volumes to be at a C level – efficient flow of traffic without delays. No new major increases in traffic generators from new localized sources were identified as part of this evaluation. Appendix H-2: Transportation Level of Service shows the current volumes of traffic over major collectors and the 10-year projected traffic volumes for each collector. The LOS for each of these roads has been determined to be acceptable, at a C level at least or higher.

7.3.1.1 Level of Service on State-owned Facilities

The LOS for regional highways, including state roadways, is set through a coordinated process through the Benton-Franklin Council of Government (BFCG), the County's regional transportation planning organization, along with state, regional, and local input. The LOS for highways of statewide significance ~~which are exempt from the requirements of the GMA~~ is set by the State in consultation with local jurisdictions, with the State having final authority to establish LOS and associated state and federal expenditures on the system.

~~In~~ An analysis was performed to determin~~eing impacts to~~ Level of Service on state owned facilities~~, the impact portion is a calculation by the County of the future Annual Average Daily Trips (AADTs) based on the land use assumptions through the build-out of the 2006 Comprehensive Plan.~~ The

Washington State Highway Inventory Matrix shown in Appendix H-3, provides an inventory of state-owned facilities. ~~and~~ Appendix H-4 provides details on the analysis of LOS for current conditions as well as for year 2028 ~~AADT calculations using the land use assumptions in the Plan.~~ All state highway segments will function with acceptable Levels of Service with all segments anticipated to perform at LOS all, but two segments forecast to be LOS "A" or "B". Those two segments on SR 397 between Kennewick and Finley are forecast to be LOS "D" but are within the Urban Growth Area.

As mentioned in the Land Use and Housing Elements, much of the population growth within the unincorporated Benton County is anticipated to occur outside the city limits but within the Urban Growth Areas. The Level of Service analysis was conducted using the most recent traffic data available from WSDOT for the state highway system along with the BFCG regional traffic model. The regional model forecasts several different land uses throughout the region for the year 2040 to estimate future travel demand on functionally classified roadways. Benton County participates in the development of the model, including the preparation of population and employment forecasts for Transportation Analysis Zones supported by the modeling process. The land use assumptions of the model are included in the Appendix of the Regional Transportation Plan, are included here by reference, and found at this weblink: http://bfcog.us/wp-content/uploads/2018/01/Appendix-Jan-8.pdf. Maps representing the TAZ as well as the population and employment growth are included in Appendix H.4. For areas not covered by the regional model, a discussion was held with WSDOT and it was agreed that traffic forecasts for these areas would be fairly represented using 1% per year growth in current volumes.

7.3.2 *Future Considerations*

Improve the Utility of the Transportation Network. The utility and adaptability of an area's transportation network is one of the primary characteristics upon which the "quality of life" is based. By in large, the road transportation network within the County and the Tri-Cities is an excellent and efficient one, consisting of interstate highways, state routes, and local arterials, collectors, and local access routes; it has well-defined and institutionalized mechanisms for eliminating its deficiencies and maintaining its high level of performance.

However, the existing transportation network is almost singularly dedicated to the personal automobile. This is not a fault, but rather a limitation to the larger community's realization of other land uses, commercial enterprises, human activity, and socioeconomic diversity.

A truly multi-modal transportation system invites increased personal mobility (via pedestrian, bicycle, equestrian, and transit modes); it energizes existing and fosters the creation of new activity centers; it melds business, casual, tourism, and recreational activities into a richer and more resilient community fabric.

3. To improve the predictable movement of and access to goods and people throughout the region and improve quality of life
4. To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy
5. To make transportation decisions that protect the environment, promote sustainable development, and coordinate regional/community stakeholders

Benton County considers these goals and the associated objectives along with other information in planning for transportation system improvements to the County road system and in lending support to regional projects and programs.

7.5.1 *Current and Future State Highway System Needs*

Transportation elements of GMA comprehensive plans must include an identification of current and forecast needs and a financial analysis of how an identified need might be addressed concerning the regional transportation system, including state highways.

Appendix H-4 lists current and forecast 2028 peak hour traffic volumes ~~AADT~~ for the state highway system in Benton County ~~in 128 discrete segments~~. The County is not responsible for traffic effects on highway segments in cities, and the WSDOT sets levels of service on Highways of Statewide Significance. When segments in cities and on the Highways of Statewide Significance are removed from that list a total of ~~37~~56 segments on ~~seven~~ ten state highways: SR 14, 22, 24, 82, 182, 221, 224, 225, 240 and 397 remain and for which analysis was reported.

A source for identification of current and forecast need on the state highway system is Transition*2040*, the 2017-2040 Metropolitan/Regional Transportation Plan adopted on May 2017 by the BFCG. Transition*2040* is a long-range, multi-modal planning document which identifies the mobility needs of the region, comprising of both Benton and Franklin counties, through the year 2040. Chapter 5 of the Transition*2040*, Financial Analysis, includes programmed projects and available funds submitted by WSDOT for the period of 2017 through 2025 in Benton and Franklin counties.

The chapter identifies forecasted WSDOT cost for maintenance and operations and capital construction in Benton and Franklin counties. Maintenance and operations needs are forecast at about $28,000,000 and capital improvement costs at about $119,000,000. The Plan states revenues and expenditures balance out and there is no predicted new revenue. The only identified system capital improvements in the two-county area are those included in the Connecting Washington funding package.

Connecting Washington is a 16-year program, funded primarily by an 11.9-cent gas tax increase that was fully phased-in on July 1, 2016. Table 7-2 below shows the Connecting Washington projects listed in Transition*2040* and state costs associated with each project.

Table 7-2
Connecting Washington Projects in Benton and Franklin Counties

Connecting Washington Account	State Funds
Connell Rail Interchange	$10,000,000
I-82 West Richland – Red Mountain Interchange	$27,000,000
US 395/Ridgeline Intersection	$17,000,000
Duportail Bridge	$38,000,000
US ~~2~~395/Safety Corridor Improvements	$15,000,000
Lewis Street Overpass	$26,000,000

Source: 2017 WSDOT Project Delivery Plan; Additional WSDOT documentation

In July 2019 ~~November 2017~~, WSDOT released the 201~~7~~9 Project Delivery Plan, a detailed county-level ~~8~~10-year list of capital improvement and preservation (maintenance and operations) projects and costs for the years ~~2017~~2020 through 20~~25~~30. Funding decisions at WSDOT are the responsibility of the Department, as are decisions on releasing information on funding sources. A background document companion to the project list discusses funding assumptions, stating the Delivery Plan aligns with legislative direction provided in the ~~2017~~ 2019-2021 Transportation Budget ~~Appropriations Bill~~ and is consistent with overall legislative investment expectations.

Noteworthy improvements listed in Benton County are the Connecting Washington projects which, except for the Red Mountain Interchange are urban in nature. Rural improvement projects include the Red Mountain Interchange, the intersection of SR 224/SR 225 in Benton City, railroad crossing improvements in the vicinity of the SR 397/Piert Road intersection and rumble strips on SR 22.

Significant preservation projects listed in the Project Delivery Plan include painting the SR 24/Columbia River Bridge at Vernita and painting the Interstate-82/Columbia River Bridge at Umatilla. Multiple paving projects on Interstate-82 in rural Benton County are also listed.

7.5.2 *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area*

The *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area* was approved by BFCG in 2016 and is incorporated by reference in *Transition*2040. This document provides a status of bicycle and pedestrian planning and implementation, includes a review of bicycle and pedestrian policies and practices, and discusses active transportation safety issues. The plan notes that attention to bicycling and walking issues in Benton and Franklin counties has significantly increased in volume and importance in the last decade, with interconnected pedestrian and bike systems becoming a more critical component of the regional transportation network. Strong public support exists for improved bicycling and walking conditions through

PCM 1.11

9 Capital Facilities Element

9.1 Introduction and Purpose

The Capital Facilities element identifies necessary and planned capital improvements, improvement schedules, and funding resources that functionally integrate capital facilities into the Comprehensive Plan. For the purposes of this element, capital facilities are defined as the infrastructure the County is responsible for constructing, operating, and maintaining, and which enable the County to provide public services to County residents. This element provides the framework for the County's CIP (Appendix J) and adopts a 6-year CIP list of proposed projects and financing plan.

This element is one of six mandatory planning elements that GMA requires in County's Comprehensive Plan (RCW 36.70A.070 (3)) and must identify specific facilities, include a realistic financing plan, and adjust the plan if funding is inadequate. WAC 365-196-415 provides requirements and recommendations for this element.

9.1.1 Relationship between Land Use and Capital Facilities

There is a direct relationship between the Capital Facilities and Land Use elements of the Comprehensive Plan. The Land Use element determines where and at what density population and employment growth will be located. The Capital Facilities element identifies the thresholds of growth, when new and expanded public facilities will be needed, and indicates the County's priority system for constructing the identified public facilities. Although some public facilities are provided by other government agencies or private entities, the County must demonstrate these services are available.

Identified improvements to public facilities that are owned or operated by Benton County shall also be included in the County's annual budget. Any identified public facility improvements that are not owned or operated by the County should be included in the annual budgets and CIPs of the entities which provide those public facilities. State, local government, and district plans that are affected by proposed public facility improvements will be considered prior to inclusion of the improvements in the CIP. This includes considering a city's comprehensive plan when evaluating proposed improvements that affect that city's UGA.

9.1.2 Capital Facilities Element Update Process

Any updates to the Capital Facilities element of the Comprehensive Plan will be considered concurrently with other proposed amendments that are included in the annual Comprehensive Plan amendment review. Benton County's CIP, adopted by reference, is a dynamic document that will be updated annually to reflect new cost information, funding information, project list changes, and existing facility updates. The annual updates to the CIP will be done prior to the annual budget process so that CIP projects can be included in the annual budget.

collection facilities. The County does not currently provide, nor does it plan to provide in the foreseeable future, sewer, water, or utility services. Accordingly, its capital facilities do not include processing or production plants and the distribution/collection systems typically associated with such services. The only exception to this general condition occurs when a private water or disposal system fails, whereupon if placed in "receivership" under state law the County must assume responsibility as an interim condition.

The County may coordinate planning and development of public facilities in UGAs with municipalities and public facility providers by entering into interlocal/joint planning agreements, contracts, memorandums of understanding, or joint ordinances. Capital facilities and utilities may be constructed and operated by outside public service providers on rural properties if they are within the boundaries of a MPR, or a Rural Community Center pursuant to County Comprehensive Plan policies and development regulations. Electric and natural gas transmission and distribution facilities may be sited throughout Benton County both inside and outside of municipal boundaries, UGAs, MPRs, and Rural Community Centers. The County will coordinate with the BFCG and/or municipalities within the County when siting regional and community facilities. This coordination may include developing an inventory of essential facilities, determining a fair share allocation of essential facilities, conducting public involvement strategies, and assuring protections for the environment, public health, and public safety.

9.2.4 *Improvements to Public Facilities Identified in Other Plans*

Various plans ~~have been~~ prepared by other public agencies have been reviewed by the County as part of this periodic Comprehensive Plan review and update ~~that identify potential.~~ A summary of capital facilities forecasted for the next six years, along with the six-year financing plan, for these non-County operated facilities is provided in Table 9-1. This non-County operated facilities forecast and financing plan, combined with the County CIP for County-owned facilities comprise the County's forecast of future needed public facilities and financing plan for the next 6 years, to support implementation of the Comprehensive Plan. The County will review and revise this forecast and financing plan, as applicable, during plan implementation.

Regarding firefighting capabilities, in addition to the capital improvements identified in Table 9-1, the County has conducted an analysis of the adequacy of the firefighting capabilities for those districts that serve on the borders of the UGA and within rural areas of the County. This includes reviewing and incorporating into this plan by reference the Benton County 2018 Community Wildfire Protection Plan, and also interviews conducted with fire district personnel. A discussion of the findings from this analysis is provided in narrative following Table 9-1. ~~Capital projects that can be included in a future 6 year plan. The County will consider these projects as funding becomes available or when it is determined that public facilities have inadequate LOS.~~

Table 9-1
Six-Year Capital Improvements Plan for Non-County Operated Facilities

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
School Districts	Kennewick School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned new or remodeled schools	Bond	• Kennewick High School, 2019-2021, $105,000,000 • Amistad Elementary (Phase 2), 2019-2020, $22,000,000 • Kamiakin High School Addition, 2020-2021, $5,000,000 • Southridge High School Addition 2020-2021, $5,000,000 • New Elementary #18, 2021-2024, $26,000,000 • Ridge View Elementary, 2023-2024, $24,000,000
				Potential bond, planned for future	• Hawthorne Elementary, 2025-2026, $28,000,000 • Washington Elementary, 2025-2026, $28,000,000 • New Elementary #19, 2025-2026, $29,000,000 • Horse Heaven Hills Middle School • 2025-2027, $40,000,000
	Richland School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned new or remodeled schools and make other facility improvements. The school district is starting a facilities long term plan in the	Bond approved February 2017 for $99 million bond. Also applying for about $42 million in state assistance	• Replacement of Badger Mountain Elementary 2020-2021, $21 million • Replacement of Tapteal Elementary, 2019-2020, $19.9 million

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
			next year to see how they are doing in growth areas and depending on findings, there is potential for seeking additional bond funding before 2025.	dollars to augment local contributions	• New elementary school #11 on Belmont Boulevard in West Richland, opened 2019, $17.5 million • Construction of a new elementary school in south Richland, 2021-2022, estimated $22 million • Renovation of the Richland High School auditorium, will be completed in 2021, $9 million • Home side improvements and installation of field turf at Fran Rish Stadium, 2022-2023, $10 million • Improved athletic fields at Hanford High School, 2021-2022, $6 million • Construction of a new Teaching, Learning & Administrative Center, Sept. 2020 opening, $11.6 million • Renovation of the1982 wing of the old Jefferson Elementary into the Early Learning Center • Classroom additions, almost done with Phase 2, and working on getting a

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
					grant to do another phase in summer 2020 • Working on other purchases of land throughout district
	Prosser School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned remodel of schools, new high school and district offices	Bond	• New Prosser High School, $66,804,783; June 2021 • Remodel of 3 elementary schools, $39,339,497, fall 2022 • Remodel old Prosser High School into District Offices, $905,000, summer 2023
	Ki-Be School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned remodel of schools in future and parking lot repaving	Received a state grant and will run a bond in 2025 for remodeling the elementary and middle school in 2026.	• Repaving the high school parking lot with the state grant received sometime from now through 2020. • No other planned projects until after 2026.
	Finley School District	Aging facilities need updates.	Have done remodeling the last few years.	Bond of $10 million in 2017	• Renovate the Career & Technical Education (CTE) Buildings and Greenhouses, $2,140,746 • Upgrade athletic facilities, including ADA compliant grandstands, weight room equipment, and locker room modernization, $2,556,000 • Install security cameras and new key system at all

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
					three school buildings to improve student and staff safety, $405,000 • Complete additional projects including new carpeting at the elementary school, new roofing at the middle school, a new water distribution plant at the middle and high school, new lighting in all schools, $4,015,000 • Tax & Contingencies $883,254
	Paterson School District	Existing facilities adequate	None	Not applicable	Not applicable
	Grandview School District	Existing facilities within Benton County adequate	None	Not applicable	Not applicable
Water and Sewer	Cities and Towns in Benton County	Existing system plans with facilities inventories and capacities adopted by reference	6-year water system and sewer plans	Rates and development charges, grants and loans. Existing revenues and planned rate increases will support system improvements, with growth paying for growth	See system plans, incorporated by reference, for these details

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
Power	Benton County PUD	Existing system plans with facility inventories adopted by reference	Transportation improvements	Rates and development charges. Existing financial plans support system improvements, with growth paying for growth	See system plans, incorporated by reference, for these details
Transportation and Stormwater	Benton County, and Cities and Towns	Existing inventories adopted by reference	6-year transportation (including stormwater) improvement plans adopted by reference	County road fund, city revenue sources, grant and loans	See 6-year plans, incorporated by reference, for details
Fire Districts (see also associated narrative that follows for additional information on adequacy of firefighting capabilities)	District 1	Fire station needs remodeled in Badger Canyon, and outdated equipment needs replaced	Fire station remodel in Badger Canyon, new fire truck ambulance purchase, replacement of specialized apparatus, replacement of wildland and structure engines and evaluating current administrative facility	Planned bond on ballot in November 2019 for $3 million Received FEMA grant for additional personnel	• Fire station remodel in Badger Canyon, new fire truck ($700,000). • Ambulance purchase ($240,000) • Replacement of specialized apparatus ($200,000) • Replacement of wildland and structure engines ($800,000 - $1 million) Most to be done or started in 2020, if bond passes, with replacement of engines over the next 6 years. Hiring 4 - 5 additional personnel in 2020
	District 2	Main fire station is over 22 years old and needs	Currently adding additional apparatus bay and lean to	Current budget and WA State Local	Apparatus bay and lean to onto existing maintenance

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
		remodeled but do not have the funding due to low tax revenue.	onto existing maintenance facility out of existing budget. Purchase of two new ambulances. In need of hiring one or more additional Firefighter/Paramedics but	program on a 3-year term. Repayment funds will come from ambulance revenue. No funding yet identified for additional staff.	facility out of existing budget ($45,000). Purchase of two new ambulances ($320,000) Both currently in process
	West Benton Fire Rescue	Trucks and equipment aging, and need replaced	Replacement of 3 structure engines, 3 wildland apparatus, 2 tactical tenders, 1 new dozer and 2 command vehicles (more than $3 million) 1 career staff added in 2020, 6 resident firefighter positions added by end of 2020, 2 career staff adds in 2022 or 2023.	Private and government financing Funds from ballot measure and in 2021 will apply for grant to get these positions two years sooner	Over $3 million over the next six years
	District 4	Capacity improvements needed	Would like to build a new fire station (#430) on Keene Road in West Richland and purchase at least two new fire engines Will need to add personnel due to growth in the area over time	Bond	New station (costs under development) and fire engines by end of 2020 ($500,000 for each fire engine)
	District 5	No information available	No information available	No information available	No information available

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
	District 6	Currently looking at replacing an ambulance and one Type 1 engine.	Would like to build two new fire stations and a training ground over the next 10 years in the Plymouth area and at far west end off of Sonova Road. Just starting to talk about the building of new fire stations but no timeframe yet. Looking at increasing paid staff from 4 to 7 within next couple years. If station in Plymouth is built, they will have 1 career staff and 6 resident volunteers.	USDA grant or loan program Current budget and savings EMS levy to fund 3 positions	No set timeframe yet

Notes:
ADA – American Disabilities Act
EMS – Emergency Management System
FEMA – Federal Emergency Management Agency
USDA – U.S. Department of Agriculture

Analysis of the Adequacy of Firefighting Capabilities in UGAs and Rural Benton County

Fire District 1

- **Capacity needs or deficiencies for addressing fire risks** - County code for property owners for defensible space and Firewise mitigations would be helpful as the district continues to go into the outreaching interface areas. Continue to deal with fireworks fires annually with lack of enforcement for regulations.

- **Wildland Urban Interface and Residential Growth** - The District has no current hazard fuel reduction program within the annual operating budget due to budget priorities. An increase in available grant funds would be beneficial to target some of the high hazard fuels reductions areas identified in the Benton County Community Wildfire Protection Plan (2018).

- **Fire Breaks:** Changes in the Conservation Reserve Program rules that would allow fire breaks down to the dirt without a negative financial impact to the property owner would be beneficial.

- **Rural Water Supplies:** Continue to seek and develop water supply systems in our rural areas for assistance in fire suppression.

- **Residential and Agricultural Burning:** Provide education to County residents on the process of conducting and/or requesting permits for the four types of fires permitted within the County; recreational burns, agricultural burns, tumbleweeds, barbeques and woodstoves. Provide education to agricultural producers on Washington State Department of Ecology regulations and permit requirements required to safely conduct agricultural burns within Benton County.

- **Communications** - Although the SECOMM system has gone through a major equipment update and fine tuning, the service area due to topography continues to have areas where radio communications between Dispatch and Fire/EMS responders is not always reliable or serviceable in some areas.

- **Other:** As with most volunteer agencies, The District continues to seek ways to improve its ability to recruit and retain more firefighters and EMS personnel.

Fire District 2:

- **Capacity needs or deficiencies for addressing fire risks** - Current and largest risk is not having enough personnel. Small tax base with relatively low-income taxpayers does not produce much in tax revenue. Calls for service have increased dramatically over the years and continue to see a growth in large fires threatening our community.

- **Wildland Urban Interface Defensible Space** - Our Fire District for the last two years has instituted and developed a Firewise program to district residents. This has proven to offer some reduction to our wildfire-related calls; however, it does not get much participation to the high majority of our community despite public campaigns and strong community push. Plan to continue to use this program and maximize the use of our staff time to meet with property owners and educate them on the value of defensible space. Funding for staff time is a need to enhance this program; completing structural assessments every two years has proven difficult.

- **Fire Breaks** - The costs associated with maintaining established fire breaks costs our small fire department thousands of dollars annually and cannot be sustained without some type of financial assistance.

- **Rural Water Supplies** - Continue to seek and develop water supply systems in our rural areas for assistance in fire suppression. Very few areas exist for drawing water in the rural areas due to remoteness and lack of developed water systems.

- **Residential and Agricultural Burning** - All open burning within the County is subject to guidelines concerning, size, time, location and permit requirements from Benton County Clean Air Authority (BCCAA). Moreover, the BCCAA and the local cities have banned back yard burning except for blown in tumbleweeds. This is a two-fold problem. The first is that getting rid of some of the fuel loads reduces the fire potential to sustain burning. The other issue is that burning incorrectly causes numerous out of control fires.

- **Communications** - The SECOMM system has some limitations to cover the entire two counties due to topography despite the multiple channels and repeater sites.

- **Other** - As with most volunteer agencies, the District continues to seek ways to improve its ability to recruit and retain good firefighters and emergency response personnel.

West Benton Fire Rescue:

- **Capacity needs or deficiencies for addressing fire risks** - Always need more volunteer firefighter staffing. The career positions will not take away anything from the current volunteer force and are only being hired to supplement the response of volunteers. Need to maintain a robust roster of fulltime and volunteer staff to combat large incidents in the jurisdiction.

- **Personnel** - Response model relies heavily on Volunteer Firefighters, which make up 85 percent of response force. Due to a societal decline in volunteerism and the ever-increasing requirements to be a firefighter, it is difficult to increase the depth of the Volunteer ranks. In

addition, it is difficult to expand specialized services such as technical rescue and hazardous materials response when so heavily reliant on volunteer firefighters.

- **Rural Property Development** - Response area continues to see development of new single-family residential structures into the Intermix/Interface areas comprised of heavy grass/brush fuels. Many times, fires in the interface/intermix require an extensive amount of resources to provide structure protection as well as being actively engaged in fire suppression. This can cause a large drain on regionally available apparatus.

- **Communications** - With the recent addition of Franklin County and Walla Walla Fire District 5 to dispatching, radio traffic has been extremely busy. Though local repeaters and tactical frequencies used to command individual incidents are plentiful, both the availability of simulcast frequencies to communicate with the dispatcher and dispatch center capability to listen to and respond to multiple frequencies is lacking.

- **Vegetation Management** - Invasive plant species make managing a 5-acre rural residential parcel difficult. Many rural property owners fail to control invasive species which leads to insufficient or non-existent defensible space. The lack of a State Vegetation Management Program has allowed the cheatgrass and invasive species to grow right up the end edge of Interstate and State Highway road surfaces. Vegetation that has grown up to the edge of a roadway becomes critically dry in the summer months and is easily ignited by discarded smoking material, mechanical problems or traffic accidents and creates traffic hazards due to fire, smoke and responding fire apparatus in the roadway. It is a challenge to protect thousands of acres of lands that abut under-maintained roadways; spend a considerate amount of time dealing with wildland fires started from roadside ignitions.

- **Burn Permits** - Burning is limited within the City Limits of Prosser, and surrounding UGA to tumbleweeds. In the rural areas of the response area, Benton County Clean Air Agency sets burning regulations and sets the daily burn decision regarding outdoor burning. Many times, people are unaware about the daily burn decision or the presence of a burn ban.

- **Fire Inspections** - Prosser is home to a vibrant downtown core comprised of 100-year-old multistory buildings that house restaurants, assembly occupancies, mercantiles, offices and residential units. Fire and Life Safety Inspections came under the authority and responsibility of the City of Prosser in 2015. Proper fire and life safety inspections must be maintained to minimize the occurrences of devastating downtown fire losses.

- **Other** - Relying primarily on Volunteer Firefighters, it can be a struggle to mount an effective initial response force to incidents, and a large/complex natural cover fire or structure always requires the assistance from neighboring agencies to mitigate. To augment daytime

response in during the summer months, seasonal employees help with station tasks and incident responses.

The two fire stations are not staffed around the clock, and calls that occur at night or over the weekend are staffed with personnel responding from home. Continue to identify ways to decrease "turnout time" to incidents, which includes identifying funding to house responders at the headquarters fires station.

Identifying and installing fuel breaks with heavy equipment. Continue to build private landowner relationships and identify areas where fuel breaks will have a positive impact.

Fire District 4:

- **Wildland Urban Interface Defensible Space** - Funding for additional staff time is needed by the fire District to enhance the Firewise program and complete structural assessments every two years and deliver educational materials to potential participants as the population continues to grow and change. There are additional areas that abut City of West Richland property (specifically the sewer treatment plant) as well as many private homes that have never had a significant fire resulting in large buildup of fuel. The area also has extremely limited access and does pose a significant hazard if wildfire does gain access to the area. Efforts are needed to coordinate fuel reduction or defensible space around this area. This will be challenging, as there are wetlands in the area as well as being adjacent to the Yakima River and associated fish habitat.

- **Rural Water Supplies** - Continue to seek and develop water supply systems in rural areas for assistance in fire suppression. The District has worked with some of the vineyards to establish water supply points at irrigation ponds, but these are not always a reliable source of water depending upon the time of year and required water use for the vineyards. The District has also worked with the Barker Ranch to identify water supply access points to be developed as the ranch makes improvements to the irrigation and wetland management program. These water supplies allow access to water supplies closer to the threat of wildland fires as identified by landowners, users and the District.

- **Communications** - SECOMM has a rather sophisticated, intricate, and reliable – repeater simulcast microwave system. The system has some limitations to cover the entire two counties due to topography despite the multiple channels and repeater sites.

- **Residential and Agricultural Burning** - The District continues to see a high number of controlled burning activities that are not allowed under the current Benton County Clean Air Authority rules. The types of allowed burning depend upon the urban growth boundaries as well as agricultural use of lands. Many of the residents who have lived in the area for longer,

still conduct burning of natural vegetation even though they are inside the urban growth boundary, where this type of burning is not allowed. Efforts to educate the public on the rules continues to be a challenge based on the perceived rural nature of large portions of the District.

- **Cooperative Agreements** - The District is part of an automatic and mutual aid agreement system with Three counties; Benton, Franklin and Walla Walla. We have developed a dispatch matrix that allows us to put a large amount of resources on an incident in a relatively short period of time in the urban areas, but the rural areas take much longer to deploy resources due to the remote areas.

- **Other** - As with most combination career/volunteer agencies, the District continues to seek ways to improve its ability to recruit and retain reliable personnel to assist with the variety of responses and other administrative activities that must occur to be a progressive and successful organization.

Fire District 5:

- **Residential Growth** – The District has not seen significant population growth. However, there is growth in the suburban areas on the outer district lines, with housing development expanding into the district.

- **Communications –** The District is part of a Bi-County dispatch center (SECOMM) that is responsible for dispatching all fire, ems and police, as well as one fire agency from a third county, Walla Walla County. SECOMM has a VHF simulcast and microwave system utilized by fire agencies, and law enforcement agencies operate on an 800MHz radio system. The VHF radio system is outdated and will require a major overhaul within the next 2 to 5 years as parts are no longer available. The merger to one dispatch center was recent. With the addition of Franklin County Fire agencies, Pasco Fire Department and Walla Walla Fire District #5, radio traffic has increased. It seems that the number of dispatch staff needs to be increased to handle the increased radio traffic and calls.

- **Other** – The District is reliant on neighboring fire agencies for structure fires as well as for ALS services. There is a need to have access to Water Tenders and Type 1 Engines.

- **Cooperative Agreements** – The District has mutual aid agreements with neighboring fire agencies. The District will implement or renew needed mutual aid agreements.

Fire District 6:

- **Capacity needs or deficiencies for addressing fire risks** - Need more volunteers and paid staff. Have six seasoned responders that are near retirement age. However, these few

volunteers respond to a majority of the calls for service. These precious few members are the "backbone" of our organization and are vital to our continued operation. New volunteers have recently joined our ranks but will require several years of training to be able to take on medical and fire responsibilities.

The District does not enjoy a large donating population. Fundraisers in our economically depressed area do not produce the donations needed to purchase equipment. The tax base and a small amount of ambulance income are all that is available to operate on.

The remaining budget priorities are placed on personal protective equipment, maintenance, ensuring apparatus are safe, training firefighters and training EMT's. Several fire stations owned by the District are thirty-five years old and require major repair.

- **Other** - Need weed abatement along the state, federal highways and railways. The overgrowth and close proximity of combustible vegetation causes multiple large fires every year. With our rural location, this can be detrimental to the person in need if we do not have the responders to help. Additional training would also be helpful. Due to rural location it is difficult to get outreach training for firefighter 1, wildland firefighter and Emergency Medical Technician.

9.2.5 *Prioritizing Public Facility Projects*

Prioritization of projects and programs can be difficult, so the County has established the following general guidance in prioritizing public facility projects, from highest to lowest priorities they include:

1. Repair existing public facilities to achieve or maintain LOS
2. Construct new or expanded public facilities to achieve or maintain LOS
3. Repair existing public facilities or construct new public facilities to eliminate hazards
4. Construct new or expanded public facilities to achieve or maintain LOS and other needs as forecasted during the next 6-years
5. Repair existing public facilities or construct new public facilities to reduce the operating cost of providing a public service or facility
6. Construct new facilities to provide excess capacity that will be needed beyond the next 6 years
7. All other facilities the County is obligated to complete that do not meet the criteria above

9.2.6 *Other Considerations*

County strategic goals, key objectives, and financial policies provide the broad parameters for development of the annual CIP. Additional considerations include the following:

- Does a project support the County Commissioners' strategic goals?
- Does a project qualify as a capital project as defined in the County Budget Policy and have an expected useful life of at least 5 years?

- Law and justice, including the operation and administration of the courts, jail, and sheriff's functions
- Juvenile justice facilities including detention
- Regional parks and recreational facilities
- Bi-county regional health and human services
- Drainage improvement districts for low lying areas along river mainstems
- Waste management
- Regional fairground facilities

9.5 Capital Improvement Plan

The CIP is a 6-year list of projects updated at least biannually and used by the County to identify, maintain, and pay for current and future infrastructure needs for services provided by the County. The County prepares a comprehensive capital projects list that correlates funding sources to needed improvements and identifies project funding. The CIP is reviewed and updated in conjunction with the County budget process. Each update to the County's CIP is adopted by reference into the Comprehensive Plan.

Because the CIP is a working document regularly amended, it is not included in its entirety as a part of the Comprehensive Plan but is incorporated by reference.

9.6 Siting of Essential Public Facilities (RCW 36.70A.200)

The GMA requires that the comprehensive plans of each county and city include a process for identifying and siting essential public facilities. Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities, state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes and secure community transition facilities. The OFM maintains a regional list of such facilities that are required to be built within the next 6 years. Because of their nature, these facilities may have large land parcel requirements and unique siting needs with regard to public services and transportation or produce noise and raise complex public health and safety concerns. These requirements and impacts would be imposed upon those living and working in the surrounding area of such facilities. Benton County shall provide land use zones that are compatible and development regulations that are consistent with the statutory requirements applicable to these facilities. The County uses a review process that allows citizen, city, and state agency input when such facilities are proposed. The siting process is summarized in Table 9-21~~:~~ Essential Public Facilities Siting Matrix.

Airports and heliports operated for the benefit of the public must be appropriately planned to assure that adjacent land uses are compatible. The Benton County Zoning Ordinance shall provide

Table 9-~~12~~
Essential Public Facilities Siting Matrix

Use: Essential Statewide Facility	Zone	SEPA	Public Utilities		Reviewing Board		Responsible Jurisdiction (local/ federal/ state)	Benton County Permits	Special Siting Criteria
			Water	Sewer	PC/ BOCC	BOA[1]			
Airport[2]	RL 5, GMA-AG, LI, HI	Yes	X	X	A/H Overlay	X	RTPO/FAA/WSDOT/ Ecology	BC-Building	Transportation access public services
State Education	UGAR, RL 5, GMA-AG	Yes	X	X		X	Ecology/DOH	BC-Building	Transportation access public services
State & Regional Transportation	All Zones	Yes				X	Ecology/WSDOT/RTPO	BC-Building Structures only	Public services structures only
State Correctional	HI, GMA-AG	Yes	X	X		X	Ecology/DOH	BC-Building	Transportation access public services
Solid Waste Handling	LI, HI, GMA-AG	Yes	X			X	Ecology	BC-Building	Transportation access public services
In-patient Health[3]	UGAR, RL 5	DOS[4]	X	X		X	Ecology/DOH/DSHS	BC-Building	Transportation access public services
Secure Community Transition[5]	HI	DOS	X	X		X	Ecology/DOH/DSHS	BC-Building	SCTF's land and cell access, not in close proximity to risk potential activities
Others as listed by OFM[6]	TBD[7]	DOS	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Notes:
Source: 2006 Benton County Comprehensive Plan, Appendix 4

1. Conditional Use Permit
2. Airport/Heliports are subject to the provisions of 11A.86
3. Substance abuse, mental health, and group homes
4. Depending on size of facility
5. SCTFs as required by RCW 36.70A.200 & RCW 71.09 (civilly committed sex offender housing)
6. Facilities listed by the OFM required or likely to be built within the next 6 years (RCW36.70A.200)
7. To be determined by Benton County Planning Department as projects are identified

A/H: Airport/Heliports
BC: Benton County
BOA: Board of Adjustment
BOCC: Board of County Commissioners
DOH: Department of Health
DOS: Determination of Significance
DSHS: Department of Social and Health Services
Ecology: Department of Ecology
FAA: Federal Aviation Administration
GMA-AG: Growth Management Act Agriculture
HI: Heavy Industrial
LI: Light Industrial
OFM: Office of Financial Management
PC: Planning Commission
RCW: Revised Code of Washington
RL: Rural Lands
RTPO: Regional Transportation Planning Organization
SCTF: Secure Community Transition Facility
SEPA: State Environmental Policy Act
TBD: To be determined
UGAR: Urban Growth Area Residential
WSDOT: Department of Transportation

11 References

Anchor QEA, 2016. *Port of Kennewick Comprehensive Scheme Update.* Resolution 2016-33 Exhibit 3. Prepared for the Port of Kennewick. Kennewick, Washington. November.

Benton Conservation District, 2015. *Quality Assurance Project Plan: Benton County Groundwater Nitrate Monitoring Study.* Grant Number: WQC-2016-BentCD-00102. September. Available from: https://fortress.wa.gov/ecy/publications/documents/1610028.pdf.

Benton County, 2014. Benton County Comprehensive Parks Plan 2014 – 2020. July.

Benton County, 2017. GIS Land Use data. Retrieved from http://www.co.benton.wa.us/pview.aspx?id=690.

Benton County, 2018, Community Wildfire Protection Plan.

Benton County, 2019, Natural Hazard Mitigation Plan.

BERK Consulting, 2016. Agricultural Land and Critical Area Mapping Update. Prepared by Lisa Grueter. July 15, 2016.

BERK Consulting, 2017. *Draft Work Plan and Adaptive Management Matrix.* Prepared for the Benton County VSP Work Group. June 23.

BFCG (Benton-Franklin Council of Governments), 2016. *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area.* Prepared for Benton-Franklin Council of Governments. June.

BFCG, 2017a. Comprehensive Economic Development Strategy Update. Prepared for Benton-Franklin Council of Governments. April.

BFCG, 2017b. Transition2040. Updated: 2017. Cited: August 4, 2017. Available from: http://bfcog.us/transition2040/.

DOE (U.S. Department of Energy), 1999. *Hanford Comprehensive Land-Use Plan Environmental Impact Statements.* DOE/EIS-0222D. Richland, Washington. September.

DOE, 2001. *Draft Hanford Industrial Mineral Resource Management Plan.* DOE/RL-2000-61. Richland, Washington.

DOE, 2015. *Supplemental Analysis of the Hanford Comprehensive Land-Use Plan Environmental Impact Statement.* DOE/EIS-0222-SA-02. Richland, Washington. April.

Appendix H-4
Washington State Highway Inventory within ~~Build-Out of~~ Benton County and 2028 Forecast and Level of Service Analysis ~~Comprehensive Plan Land Use Assumptions - 2028 AADT~~

Appendix M

~~Comment Response Matrix~~ Benton County Community Wildfire Protection Plan (2018)

Appendix N
Benton County Natural Hazard Mitigation Plan (2019)

Appendix ~~M~~O
Comment Response Matrix

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Amendment to 2017 Comprehensive Plan to comply with Settlement Agreement (County Res. 2019-276)

File No. 2017 Comp Plan

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

In the matter of County Planning, the Benton County Planning Commission recommends the comprehensive plan amendment application by Benton County to comply with the Settlement Agreement (Benton County Resolution 2019-276) between Futurewise and Benton County be approved subject to eight (8) Findings of Fact.

RESOLUTION

WHEREAS, legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019.

WHEREAS, a public hearing was held before the Planning Commission on December 10, 2019.

WHEREAS, the following members were present, Martin Sheeran, Tammara McKeirnan, Lloyd Coughlin, Brian Skills, and Leo Perales.

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted four (4) members in favor, one member abstained, with two members absent to recommend approval of a Comprehensive Plan Amendment.

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

3. On April 19, 2018, Futurewise challenged the compliance of Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60 day review) on November 5, 2019 of the application to amend the Benton County Comprehensive Plan.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan,

8. The proposed amendments generally include:

    a. New policies the Rural Lands-Section 2.2.3 pages 14-16;
    b. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19;
    c. Amendments to the Capital Facilities & Public Services (2.10 pg. 30);
    d. Housekeeping edits to pages 36 and 52 to correct an acreage amount;
    e. Housekeeping edits to page 95 to correct estimated number of new homes needed;
    f. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110;
    g. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122;
    h. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143;
    i. Addition to the References section-page 154;
    j. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis;
    k. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners);
    l. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16); and
    m. Letter Change from Appendix M to Appendix O (Comment Response Matrix).

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated November 22, 2019 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions

with respect to a Comprehensive Plan Amendment proposed by the Benton County is hereby recommended to be APPROVED.

12-13-2019

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
planning.department@co.benton.wa.us
co.benton.wa.us

BCCM 1.5

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS before the Board of County Commissioners in the matter of the 2017 Periodic update of the County Comprehensive Plan: proposed amendments to the land use maps and text of the Benton County Comprehensive Plan, BCC Title 9- Subdivision Regulations and BCC Title 11-Zoning in a manner that would resolve a Petition for Review filed by Futurewise. After negotiations, the County and Futurewise developed a settlement on the above-mentioned Petition for Review that was approved by the Board of County Commissioners in Resolution 2019-276. A

The Board will consider amendments to the 2017 Comprehensive Plan amending Ordinance 600 as noted below and to BCC Title 9 Subdivision Regulations (File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 and to BCC Title 11-Zoning (File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 at a public hearing Tuesday, January 14, 2020 at 9:00 a.m., in the Board Meeting Room, Third Floor, Courthouse, Prosser WA. The Board will consider all comments received and make their recommendation to the Board of County Commissioners (BOCC). The BOCC will then conduct a hearing to consider and act upon the Planning Commission's recommendation.

The Board will also consider an Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code. See the summary of the proposed ordinance below. The proposed Rural Water Supply Program requires new housing units relying on permit exempt wells located in a certain portion of WIRA 27 to fully mitigate the impacts such wells will have on the main stem of the Yakima River.

NOTICE IS FURTHER GIVEN that draft land use maps and related documents for the 2017 Comprehensive Plan Amendment-Ordinance 600 may be viewed on the County's website at http://tinyurl.com/2017compplan, a summary of those changes follows this notice. The documents for Ordinances OA 2019-002 and 2019-003 can be found on our public notices pages at http://tinyurl.com/BCpublicnotice along with the Ordinance for the Rural Water Supply Program.

Copies may be requested by calling or writing the planning office using the information below. Any comments regarding the proposed hearings may be made at the above hearings or submitted in writing. All written comments submitted by mail should be sent to: Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910, and received by the Planning Department no later than January 13, 2020. Comments may also be submitted by email to planning.department@co.benton.wa.us by 3:00 p.m. January 13, 2020.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such

disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated this 20th day of December 2019.

JAMES BEAVER, Chairman
Board of County Commissioners

GREG WENDT,
Planning Manager

Publish date: January 1, 2020

Proposed Changes 2017 Comprehensive Plan - Ordinance 600

Draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan

1. New policies the Rural Lands-Section 2.2.3 pages 14-16; (PCM 1.5)
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; (PCM 1.6)
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30); (PCM 1.7)
4. Housekeeping edits to pages 36 and 52 to correct an acreage amount (PCM 1.8)
5. Housekeeping edits to page 95 to correct estimated number of new homes needed (PCM 1.9)
6. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110; (PCM 1.10)
7. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122; (PCM 1.11)
8. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143(PCM 1.12)
9. Addition to the References section-page 154; (PCM 1.13)
10. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis; (PCM 1.14)
11. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners); and (PCM 1.15)
12. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16)
13. Letter Change from Appendix M to Appendix O (Comment Response Matrix) (PCM 1.17)

OA 2019-002 Proposed Changes to BCC Title 9 Subdivision Regulations relating to water supply; amending Ordinance 612, Section 11 and BC 9.02.100.

Ordinance 612, Section 11 and BCC 9.02.100(b) are hereby amended to read as follows: (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

OA 2019-003 Proposed Changes to BCC Title 11-Zoning relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040

Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows: BUILDING PERMITS - (a) a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((first obtaining a permit in writing from a county official duly authorized for this purpose.)) complying with Title 3 of the Benton County Code. (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((~~and~~)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code.

SECTION 1 TITLE. Adding a new chapter to the Benton County Codes entitled Rural Water Supply Program.

SECTION 2 PURPOSE. To protect the public health, safety and welfare of the citizens of Benton County, and to comply with the requirement of Growth Management Act.

SECTION 3 APPLICABILITY. This chapter shall only apple to development of parcels for residential uses which are located with that portion of unincorporated Benton County that drain to the Yakima River within WIRA 37.

SECTION 4 DEFINITIONS. Definitions for Dwelling Unit, Irrigation District and Water Resource Inventory Area 37 are being added.

SECTION 5 CREATION AND USE OF COUNTY WATER BANK. This section refers to water rights acquired by Benton County and put into trust with the State.

SECTION 6 BUILDINGS PERMITS FOR DWELLING UNITS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 7 APPLICATION OF SHORT SUBDIVISIONS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 8 MITIGATION CERTIFICATES FROM THE COUNTY. This section outlines the process for obtaining mitigation certificates.

SECTION 9 CONSUMPTIVE USE OF WATER. Sets forth the amount of consumptive use of water under each type of Mitigation Certificate issued.

SECTION 10 METERING REQUIREMENTS. This Section list the requirements for metering on wells.

SECTION 11 ADMINISTRATION This section lists the Benton County Planning Dept. and the Benton County Building Dept. and authorized representatives who shall have responsibility to administrate and enforce this chapter.

SECTION 12 VIOLATIONS-INFRACTIONS-MISDEMEANOR. This section outlines the violations criteria for this chapter.

SECTION 13 INJUNCTIVE RELIEF. This allows Benton County to seek injunctive relief on violations of this chapter.

SECTION 14 VIOLATIONS-INVESTIGATIONS-EVIDENCE. Allows inspection of parcels that are in violation of this chapter.

SECTION 15 FAILURE TO PROVIDE INFORMATION IDENTIFYING PERSON. Willful refusal to provide information required in Section 14 is a misdemeanor.

SECTION 16 NOTICE OF INFRACTION - SERVICE. This section allows a Notice of Infraction for the first violation to be served personally upon the person named in the notice or filed with the court for service.

SECTION 17 FORM-CONTENTS This section list the needed information on a notice of infraction.

SECTION 18 FILING-HEARING IN DISTRICT COURT. Allows an infraction for be determined by either district or superior court.

SECTION 19 DETERMINATION INFRACTION COMMITTED Unless contested, the notice of infraction represents a determination that the person to whom the notice was issued committed the infraction.

SECTION 20 RESPONSE-REQUESTING A HEARING-FAILURE TO RESPOND OR APPEAR-ORDER SET ASIDE. List information for responding to an infraction.

SECTION 21 PERSON'S REFUSAL TO SIGN-MISDEMEANOR. It is a misdemeanor for a person served to refuse to sign a written promise to respond to the notice of infraction.

SECTION 22 PERSON'S FAILURE TO RESPOND-MISDEMEANOR. It is a misdemeanor for a person served to fail to respond a written promise to respond to the notice of infraction.

SECTION 23 REPRESENTATION BY ATTORNEY. A person subject to proceedings under this chapter may appear or be represented by counsel.

SECTION 24 INFRACTION-HEARING-PROCEDURE-BURDEN OF PROOF-ORDER-APPEAL Sets forth criteria on hearings for infractions.

SECTION 25 EXPLANATION OF MITIGATING CIRCUMSTANCES. A hearing may be held to allow a person to explain mitigating circumstances on an infraction.

SECTION 26 CIVIL PENALTY-INFRACTION. A civil penalty imposed by the court under this chapter is immediately payable.

SECTION 27 VIOLATION PENALTIES. Sets dollar amounts for penalties.

SECTION 28 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.

SECTION 29 EFFECTIVE DATE The effective date of this ordinance shall be February 1, 2020.

The Audio Recording of the Planning Commission meeting for December 10, 2019 can be found on the County Website, on the Planning Commission agenda page for December 2019.

April Brown PCH 1.1

From:	Alison Cable <alison@futurewise.org>
Sent:	Tuesday, December 10, 2019 10:32 AM
To:	Planning Department; Donna Hutchinson
Cc:	Alex Brennan; Tim Trohimovich; Kate Brunette
Subject:	[EXTERNAL] Futurewise Comment Let to PC Comp Plan and DR Amendments to Comply with Settlement Dec 9 2019.docx
Attachments:	Futurewise Comment Let to PC Comp Plan and DR Amendments to Comply with Settlement Dec 9 2019.pdf

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Sheeran and Planning Commissioners:

Thank you for the opportunity to comment on the amendments to the comprehensive plan and development regulations. We appreciate the work that County staff and officials have put into the settlement agreement and resulting policy improvements. These efforts will help protect rural residents, and our water resources from negative impacts. Our hope is that other jurisdictions in Eastern Washington facing limited water resources and rapid growth will look to Benton County's leadership on this issue.

Thank you for considering our comments. If you require additional information, please contact Alison Cable at telephone (206) 343 0681 Ext. 114 and email: alison@futurewise.org or Tim Trohimovich at telephone (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Alison Cable
Tri-Cities Program Manager

future wise
206-343-0681 x114
connect:
futurewise.org

816 Second Ave, Suite 200, Seattle, WA 98104
p. (206) 343-0681
futurewise.org

December 10, 2019

Mr. Martin Sheeran, Chairman
Benton County Planning Commission
Benton County Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, Washington 99320

Dear Chair Sheeran and Planning Commissioners:

Subject: Comments on the 2017 Comprehensive Plan amending Ordinance 600 to comply with Res. 2019-276 and satisfy the settlement with Futurewise, BCC Title 9 Subdivision Regulations(File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 to comply with Res. 2019-276 & satisfy the settlement with Futurewise, and BCC Title 11-Zoning(File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 to comply with Res. 2019-276 and satisfy the settlement with Futurewise.

Sent via email to: planning.department@co.benton.wa.us; Donna.Hutchinson@co.benton.wa.us

Thank you for the opportunity to comment on the amendments to the comprehensive plan and development regulations. Futurewise works throughout the State to support land-use policies that encourage healthy, equitable, and opportunity-rich communities, and that protect our most valuable farmlands, forests, and water resources. Futurewise has members across Washington State including Benton County.

We agree that the proposed amendments are consistent with Sections 3 and 4 of our settlement agreement with Benton County. Section 3B of the settlement agreement. provides that "Benton County will consider adopting the *Eastern Washington Storm Water Manual* by reference as a development regulation." Adopting the *Eastern Washington Storm Water Manual* as a development regulation will protect water quality, reduce localized storm water flooding, and protect residents and property owners. We encourage Benton County to adopt the *Eastern Washington Storm Water Manual* by reference as a development regulation.

Additionally, we strongly support the County's efforts to protect water quality by maintaining vegetative cover, limiting impervious surfaces, and encouraging Low Impact Development. Low Impact Development (LID) strategies mimic natural hydrologic conditions by emphasizing, conservation and use of on-site natural features to protect water quality.

We appreciate the work that County staff and officials have put into the settlement agreement and resulting policy improvements. These efforts will help protect rural residents, and our water resources from negative impacts. Our hope is that other jurisdictions in Eastern Washington facing limited water resources and rapid growth will look to Benton County's leadership on this issue.

Thank you for considering our comments. If you require additional information, please contact Alison Cable at telephone (206) 343 0681 Ext. 114 and email: alison@futurewise.org or Tim Trohimovich at telephone (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Very Truly Yours,

Alison Cable

Alison Cable
Tri-Cities Program Manager

Tim Trohimovich, AICP
Director of Planning & Law

Enclosures

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

CASE FILE:	2017 Benton County Comprehensive Plan- Periodic Review- Appeal- Settlement Agreement
MEMO DATE:	November 22, 2019
HEARING DATE:	December 10, 2019
APPLICANT:	Benton County
OWNER:	N/A
LOCATION:	Benton County
PROPERTY SIZE:	N/A
AREA TO BE USED:	N/A
LAND USE:	N/A
COMP. PLAN:	N/A
ZONING:	N/A
SUGGESTED STAFF RECOMMENDATION:	Staff recommends that the Planning Commission forward to the Board of County Commissioners a recommendation to approve an amendment to the Benton County Comprehensive Plan to comply with Resolution 2019-276 subject to eight (8) findings of fact.

BACKGROUND INFORMATION

The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

On April 19, 2018, Futurewise challenged the compliance of Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) with the Growth Management Act. Futurewise filed a

Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

APPLICATION DESCRIPTION

To comply with Benton County Resolution 2019-276, the Benton County Planning Department is proposing an amendment application to the Benton County Comprehensive Plan, (Ordinance 600/Resolution 2018-0137)

This amendment includes:

1. New policies the Rural Lands-Section 2.2.3 pages 14-16; (PCM 1.5)
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; (PCM 1.6)
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30); (PCM 1.7)
4. Housekeeping edits to pages 36 and 52 to correct an acreage amount; (PCM 1.8)
5. Housekeeping edits to page 95 to correct estimated number of new homes needed; (PCM 1.9)
6. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110; (PCM 1.10)
7. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122; (PCM 1.11)
8. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143(PCM 1.12)
9. Addition to the References section-page 154; (PCM 1.13)
10. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis; (PCM 1.14)
11. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners); (PCM 1.15)
12. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners; (PCM 1.16) and
13. Letter Change from Appendix M to Appendix O (Comment Response Matrix) (PCM 1.17)

PUBLIC NOTICE

1. Legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019 (PCM 1.4)

2. A public hearing was held before the Planning Commission on December 10, 2019.

AGENCY COMMENTS

1. Benton County Planning Department: The Planning Department analyzed and developed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, the County-Wide Planning Policies, Benton County Resolution 2019-276 (Agreement with Futurewise) and other regulations adopted by Benton County as applicable.

CRITERIA FOR FINDINGS OF FACT

1. Benton County Code 16.14.080 (Comprehensive Plan- Amendments- Procedural Steps for Review of Proposed Amendments)

2. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

3. Growth Management Act (RCW 36.70A)

4. Benton County Resolution 2019-276 (Agreement with Futurewise)

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings and conditions for the application.

The Benton County Planning Department recommends that the Planning Commission forward a recommendation of approval to the Benton County Board of Commissioners with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

3. On April 19, 2018, Futurewise challenged the compliance of Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington

State Department of Commerce (60-day review) on November 5, 2019 of the application to amend the Benton County Comprehensive Plan.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan,

8. The proposed amendments generally include:

   a. New policies the Rural Lands-Section 2.2.3 pages 14-16; (PCM 1.5)
   b. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; (PCM 1.6)
   c. Amendments to the Capital Facilities & Public Services (2.10 pg. 30); (PCM 1.7)
   d. Housekeeping edits to pages 36 and 52 to correct an acreage amount (PCM 1.8)
   e. Housekeeping edits to page 95 to correct estimated number of new homes needed (PCM 1.9)
   f. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110; (PCM 1.10)
   g. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122; (PCM 1.11)
   h. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143(PCM 1.12)
   i. Addition to the References section-page 154; (PCM 1.13)
   j. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis; (PCM 1.14)
   k. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners); and (PCM 1.15)
   l. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16)
   m. Letter Change from Appendix M to Appendix O (Comment Response Matrix) (PCM 1.17)

SUGGESTED MOTION:

I move that the Planning Commission forward a recommendation of approval for the proposed Comprehensive Plan amendment subject to the eight (8) Findings of Fact listed in the Staff Report dated November 22, 2019 to the Benton County Board of Commissioners, and that the Chairman along with the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

RESOLUTION 2019 276

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESOLVING THE APPEAL OF BENTON COUNTY'S 2017 COMPREHENSIVE PLAN PERIODIC UPDATE

WHEREAS, on February 13, 2018, the Board of Benton County Commissioners adopted Resolution 2018-137 and Ordinance 600 to enact the 2017 Comprehensive Plan Periodic Update; and

WHEREAS, on April 18, 2018, Futurewise, a Washington non-profit corporation, executed and subsequently filed with the Growth Management Hearings Board a Petition for Review with the Growth Management Hearings Board to challenge the compliance of Benton County Resolution 2018-137 and Ordinance 600 with the Growth Management Act; and

WHEREAS, after negotiation, Futurewise and the Board of County Commissioners have developed an agreement pursuant to which Futurewise agrees to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to its comprehensive plan and additional development regulations to implement certain measures to protect the rural water supply; and

BE IT RESOLVED, that the Chairman is authorized to sign and have delivered to Futurewise the attached Settlement Agreement between Futurewise and Benton County to establish a framework to potentially resolve the matter of *Futurewise v. Benton County,* Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004.

Dated this 2nd day of April, 2019.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Settlement Agreement between Futurewise and Benton County

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into this 2 day of April, 2019, by and between the Appellant, Futurewise, a Washington non-profit corporation, and Respondent, Benton County, a Washington state municipal government ("County"), for the purpose of resolving and settling all claims associated with Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

NOW THEREFORE, FOR GOOD AND FAIR CONSIDERATION, FUTUREWISE AND BENTON COUNTY AGREE AS FOLLOWS:

Section 1. Requirement to Dismiss.

A. Within 15 days of the completion of the tasks and adoption of the development regulations referenced in Sections 2 and 3.B, and the amendments to the comprehensive plan referenced in Sections 3 and 4 of this Settlement Agreement, Futurewise shall cause to be dismissed with prejudice the appeal with the caption *Futurewise v. Benton County*, Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004. Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004 is Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

B. This dismissal will be accomplished through a joint stipulation executed by Futurewise and Benton County or any other means authorized by Growth Management Hearings Board rules of practice and procedure.

Section 2. Provisions to Protect Surface and Ground Water.

Benton County will consider adopting and implementing the following measures for the protection of the quality and quantity of ground and surface water.

A. Permanent regulations will be considered that will require new development relying on permit-exempt wells proposed to be located within a certain portion of Water Resource Inventory Area (WRIA) 37 to fully mitigate the impacts of such wells on the main stem of the Yakima River resulting from the consumptive use of water by such wells for housing unit needs by meeting the criteria set forth below:

(i) The geographic area subject to these regulations will only be that portion of WRIA 37 located in Benton County that drains to the Yakima River and not the Columbia River. That geographic area

is depicted on the attached Exhibit A. The area is hereafter referred to as the "mitigated area."

(ii) Benton County has acquired and may continue to acquire surface water rights with a priority date pre-May 10, 1905, in the Yakima River Basin. Mitigation of the consumptive water use of permit-exempt wells in the mitigated area to be considered will be accomplished by placing such water rights in trust with the State of Washington for instream flows within or upstream of WRIA 37.

(iii) For every building permit issued after February 13, 2018, and prior to the adoption of the regulations set forth below in subsection (iv), that requires potable water from a permit-exempt well located in the mitigated area, Benton County will reserve 200 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel within an irrigation district and 300 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel not within an irrigation district from a water right placed in trust by the County.

(iv) The permanent regulations to be considered will require new applicants for subdivisions and residential building permits that seek to use permit-exempt wells located in the mitigated area for potable water supply to provide evidence of mitigation in the following form as a condition to final plat approval and building permit approval: (1) acquisition of a mitigation certificate from the County for up to a certain number of gallons per day per parcel (annual daily average) for indoor only water usage for each residence; or (2) acquisition of a mitigation certificate from the County for up to a certain larger number of gallons per day per parcel (annual daily average) for indoor and outdoor water usage for each residence if the parcel on which the development is proposed is not located within an irrigation district.

(v) The County will consider regulations that will only allow the issuance of a mitigation certificate if the aggregate of water usage allotted by all mitigation certificates issued by the County, in addition to the water reserved under subsection (iii) above, will not exceed the amount of water placed into trust by the County.

B. The County further agrees that prior to the adoption of the permanent regulations set forth in section A above, it will approve long plat applications submitted after the effective date of this Agreement that seek to rely on permit-exempt wells within the mitigated area only if a condition is required that a statement be placed on the face of the plat indicating that no building permits will be issued for any of the lots within the plat without first obtaining mitigation certificates for the lot for which a building permit is sought.

*Note: Code provisions to address the deleted §2.B already have been adopted in Benton County Ordinance 611, section 165(c), and Ordinance 612, section 11(b). Those

sections will be considered for further amendment at the same time as the regulations in 2.A above to make BCC 9.02.100 and BCC 11.42.040 only applicable to unincorporated areas not covered by the regulations referred to above in section 2.

Section 3. Measures to Protect Rural Character.

A. Benton County will consider amendments to the Rural Element/Land Use Element of its Comprehensive Plan to add policies governing rural development. The policies shall be equivalent in substance and effect to the provisions listed below, but Futurewise and Benton County (the parties) recognize that changes in location, order, formatting, numbering, and wording that do not change the substance may occur as part of the comprehensive plan amendment process.

- New Policy: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

- New Policy: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

- New Policy: Rural development shall provide adequate water for domestic use. When feasible, rural developments will be encouraged to utilize existing community systems with adequate availability for domestic water and sewage disposal.

- New Policy: New groundwater uses must provide evidence that the proposed water source is physically and legally available. Groundwater uses and withdrawals, including the issuance of building permits and the approval of land divisions, must be consistent with RCW 90.44.050, and with applicable rules adopted pursuant to RCW 90.22 and 90.54.

- New Policy: Provide public services consistent with rural character. Rural developments will not impact existing public facilities/services to the extent that the level of service for that facility is reduced below the adopted threshold and/or acceptable operation capacity. Rural developments should occur where adequate access to transportation systems, and rural levels of utilities and facilities, such as domestic water, power, and fire and police protection are available.

- New Policy: Rural development shall minimize potential adverse impacts to water quality, slope stability, vegetation, wildlife and aquatic life as implemented through the County's critical area regulations, shoreline master program, and hydrology manual.

- New Policy: Support the availability of sufficient water to maintain the agricultural industry and agricultural processing and value-added manufacturing.

- New Policy: Encourage long-term conservation, adequate water supply, and the wise stewardship of natural resources within Benton County for the benefit of current and future residents.

- New Policy: Encourage the continued communication with irrigation districts, legislature, and other responsible entities to ensure that adequate irrigation water is available for agricultural uses.

- New Policy: Encourage the use of low-impact development (LID) measures in the Eastern Washington Low Impact Development Guidance Manual and their application to urban development, urban and rural subdivisions, and large rural developments in Benton County.

- New Policy: Support on-site infiltration in rural areas for new lots, subdivisions and developments by promoting storm water best management practices. Promote the retention of existing native vegetative cover in landscaping plans for areas zoned Rural Lands One Acre (RL-1), Rural Lands Five Acre (RL-5), Rural Lands Twenty Acre (RL-20), and Planned Development (PD) zones applied to any of these zones. Where the proposed development will not be precluded, limit impervious surfaces that are not infiltrated on-site for all new development in the zoning districts listed above to no more than ten percent and require the retention of 45 percent vegetative cover, which may include native or non-native species, provided soil infiltration/filtration properties are maintained.

- New Policy: Support and encourage the use of and application of Firewise principles and other fire risk reduction measures consistent with the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan to reduce fire risk for urban development, urban subdivisions, rural subdivisions and large rural developments susceptible to wildfires. Encourage the implementation of the Firewise principles, or similar best management measures, applicable to individual lots on all lots at risk from wildfires.

- Adopt by reference as an appendix to the Comprehensive Plan, the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan, as amended.

B. Benton County will consider adopting the Eastern Washington Storm Water Manual by reference as a development regulation.

C. If the regulations set forth in Section 2 and the Comprehensive Plan amendments and the regulation listed above in Section 3 are adopted and implemented, Benton County will commit to the following practices regarding low impact development and Firewise principles for at least ten (10) years from the effective date of the dismissal of the appeal as set forth in Section 1:

- Include informational materials related to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials as an attachment/supplemental to the County's land use, road approach and building permit application materials to be utilized as a resource for landowners.

- Include on the County's website (Planning, Public Works and Building) links to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials to be utilized as a resource for landowners.

Section 4. Modification of the Capital Facilities Plan Element, the Capital Improvement Plan, and the Transportation Element of Benton County Comprehensive Plan.

A. Benton County will consider amending the applicable parts of Chapter 2 – Goals and Policies, Chapter 9 Capital Facilities Element, and Appendix J – Capital Improvement Plan, 2017 – 2022, and include an inventory or reference to an inventory of existing public facilities owned by public entities, a forecast of future needs, the proposed location and capacities of expanded or new public facilities, and a six-year financing plan for capital facilities that is within the projected funding capacities for publicly owned water systems, fire districts, municipal emergency services providers, and school systems, as applicable.

B. Benton County will consider including in its Capital Facilities Plan Element/Capital Improvement Plan and Transportation Element the Ben-Franklin Transit capital facilities, level of service standards, service areas, and recommendations for additional service.

C. In addition, Benton County will agree to conduct an analysis of the adequacy of the firefighting capabilities and consider amendments to the Capital Facilities Plan Element if it determines such amendments are needed to maintain adequate firefighting capabilities on the borders of the UGAs and the rural areas within the county.

D. Benton County will consider amending Appendix H to more clearly describe the land use assumptions used in the analysis. In addition, Benton County will coordinate with the Washington State Department of Transportation (WSDOT) and Benton-Franklin Council of Governments (BFCOG) in conducting a more detailed evaluation of the estimated traffic impacts of projected growth on state-owned facilities and the facility and service needs stemming from future population demands on state owned facilities, and amend Appendix H, as needed.

Section 5. Attorneys' Fees and Costs.

Each party hereto shall bear its own attorneys' fees and costs.

Section 6. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between Futurewise and Benton County, shall supercede any and all prior written and/or oral agreements, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. No other understandings, oral or otherwise, shall be deemed to bind any of the parties hereto.

Section 7. Remedy for Breach.

For any breach of this Settlement Agreement all remedies in law and equity shall be available including the remedy of specific performance.

Section 8. Amendment.

This Settlement Agreement may not be modified or amended except by the written agreement of the parties.

Section 9. Governing Law.

This Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington.

Section 10. Authorization.

Each person signing this Settlement Agreement represents and warrants that he or she has authority to sign this Settlement Agreement on behalf of and to bind the party represented, and that any necessary conditions precedent to the execution of this Settlement Agreement on behalf of the party represented have been satisfied.

Section 11. Counterparts.

A. This Settlement Agreement may be executed in counterparts and each executed counterpart shall have the same force and effect as the original instrument and as if all of the parties to the counterparts had signed the same instrument.

B. Electronic facsimile signatures and/or electronically scanned signatures shall be sufficient to demonstrate a party's assent to this Settlement Agreement.

Section 12. Effective and Expiration Dates.

A. This Settlement Agreement shall be effective on the later of the dates it is signed by the parties.

B. This Settlement Agreement shall expire on the day after the day the Growth Management Hearings Board dismisses *Futurewise v. Benton County*, Growth

Management Hearings Board Eastern Washington Region Case No. 18-1-0004. No cause of action shall accrue under this Settlement Agreement with respect to actions by Benton County regarding any comprehensive plan amendments or amendment or repeal of development regulations adopted after this Settlement Agreement expires. This provision does not limit in any way the rights of Futurewise to challenge such actions under the provisions of the Growth Management Act.

BENTON COUNTY

By: Shon Small

Its: Chairman

Signed this 2 day of April, 2019.

FUTUREWISE

By: Chris Wierzbicki

Its: Executive Director

Signed this 29th day of March 2019.

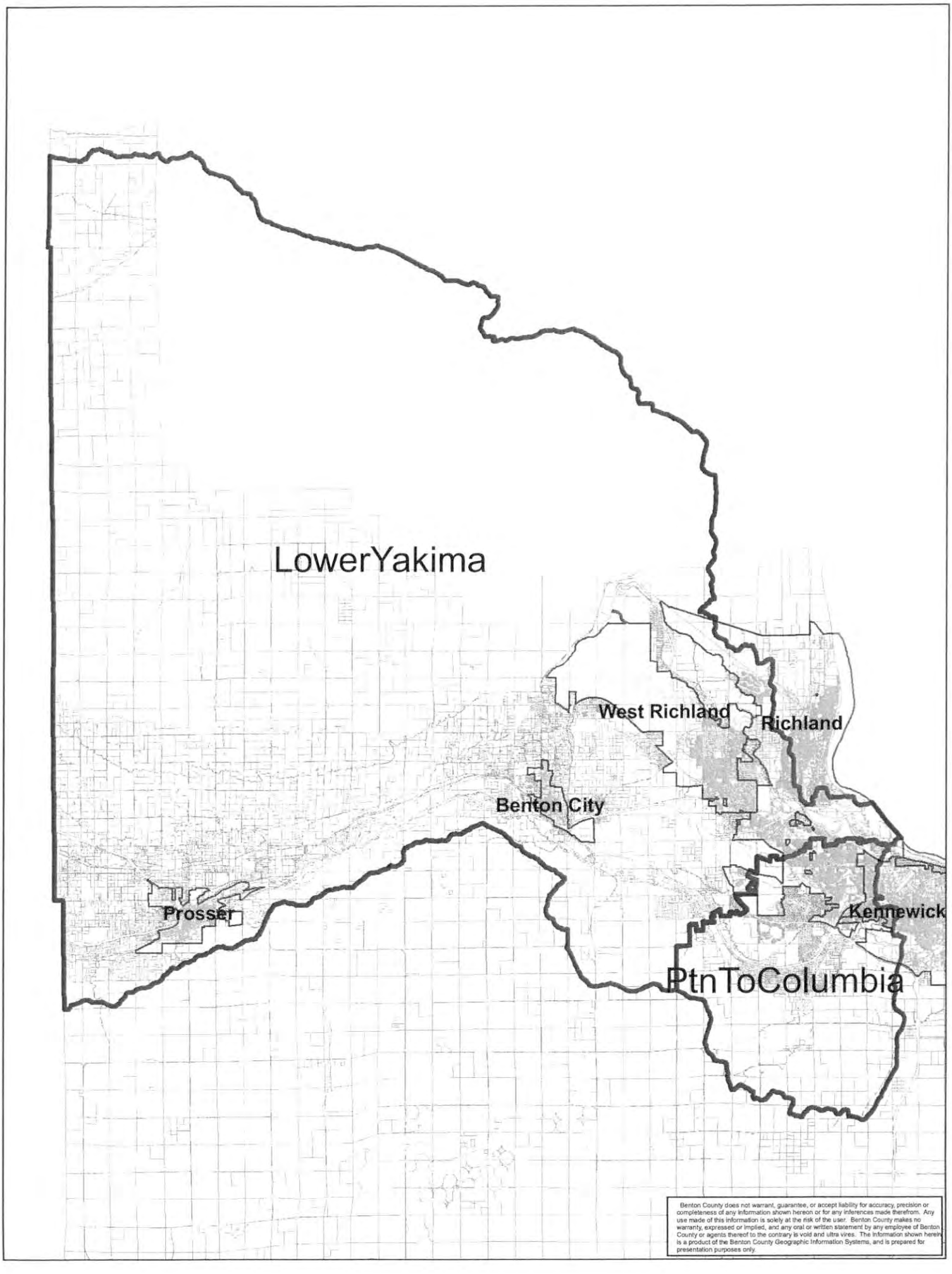
Approved as to form:

By: Ryan K. Brown

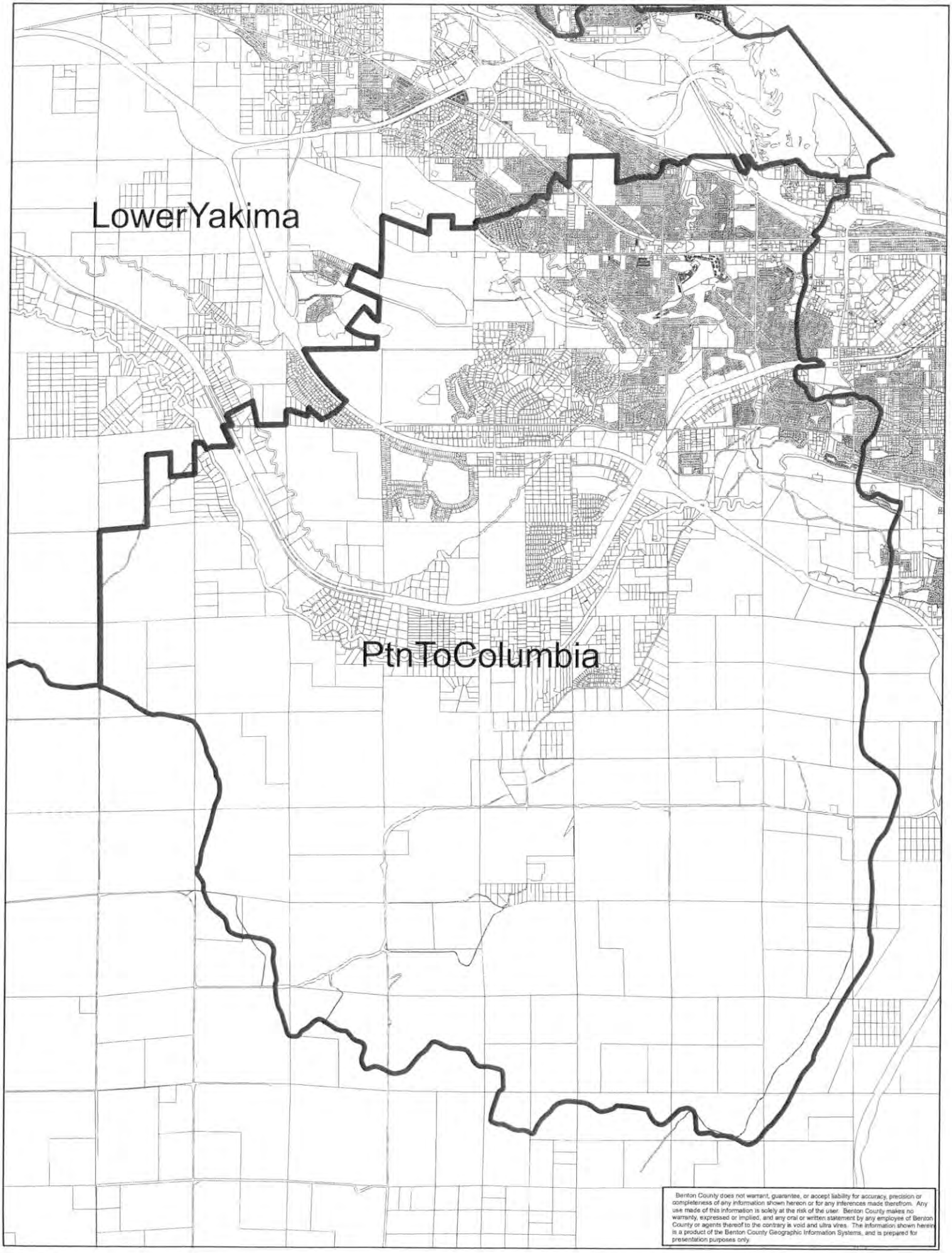
Its: DPA

EXHIBIT A

(2 pages)



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

ORDINANCE NO. _____

IN THE MATTER OF COUNTY PLANNING: COMPREHENSIVE PLAN AMENDMENT APPLICATION, TO COMPLY WITH BENTON COUNTY RESOLUTION 2019-276, SETTLEMENT AGREEMENT WITH FUTUREWISE.

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

The following ordinance is hereby adopted but will not be codified.

Section 1. Public Interest. The Board of County Commissioners find it to be in the public interest to amend the Benton County Comprehensive Plan to comply with Benton County Resolution 2019-276 as it relates to a settlement agreement with Futurewise.

Section 2. Update to Comprehensive Plan. Amend the 2017 Benton County Comprehensive Plan (Ordinance 600) to amend the text (PCM 1.5-1.13), create a title change to Appendix H-4, (PCM 1.14), add Appendix M (PCM 1.15) and Appendix N (PCM 1.15) and change the appendix letter from Appendix M to Appendix O (PCM 1.17)

The Benton County 2017 Comprehensive Plan dated February 13, 2018 is hereby amended to comply with Benton County Resolution 2019-276 as it relates to a settlement agreement with Futurewise, as attached. The amendment is in compliance with current requirements of the Growth Management Act and shall become part of the Benton Comprehensive Plan as of this date.

Section 3. 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.

Section 4. Effective Date. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____day of December 2019.

_____
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

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS before the Benton County Planning Commission in the matter of the 2017 Periodic update of the County Comprehensive Plan: proposed amendments to the land use maps and text of the Benton County Comprehensive Plan, BCC Title 9-Subdivision Regulations and BCC Title 11-Zoning in a manner that would resolve a Petition for Review filed by Futurewise. After negotiations, the County and Futurewise developed a settlement on the above-mentioned Petition for Review that was approved by the Board of County Commissioners in Resolution 2019-276.

The Planning Commission will consider amendments to the 2017 Comprehensive Plan amending Ordinance 600 as noted below and to BCC Title 9 Subdivision Regulations (File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 and to BCC Title 11-Zoning (File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 at a public hearing Tuesday, December 10, 2019 at 6 p.m., in the Benton County Planning Annex Hearing Room at 1002 Dudley Avenue in Prosser. The Planning Commission will consider all comments received and make their recommendation to the Board of County Commissioners (BOCC). The BOCC will then conduct a hearing to consider and act upon the Planning Commission's recommendation.

NOTICE IS FURTHER GIVEN that draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan, a summary of those changes follows this notice. Copies may be requested by calling or writing the planning office using the information below. Any comments regarding the proposed hearings may be made at the above hearings or submitted in writing. All written comments submitted by mail should be sent to: Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910, and received by the Planning Department no later than December 9, 2019. Comments may also be submitted by email to planning.department@co.benton.wa.us by 3:00 p.m. December 10, 2019.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address

no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated this 19th day of November 2019.

MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

GREG WENDT,
Interim Planning Manager

Publish date: November 27, 2019

Proposed Changes 2017 Comprehensive Plan - Ordinance 600
Draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan

1. New policies the Rural Lands-Section 2.2.3 pages 14-16
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30)
4. Amendments to the Transportation Element-Section 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110
5. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122
6. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138
7. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis
8. Addition to the References section-page 154
9. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners)
10. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners

OA 2019-002 Proposed Changes to BCC Title 9 Subdivision Regulations relating to water supply; amending Ordinance 612, Section 11 and BC 9.02.100.

Ordinance 612, Section 11 and BCC 9.02.100(b) are hereby amended to read as follows: (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

OA 2019-003 Proposed Changes to BCC Title 11-Zoning relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040

Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows: BUILDING PERMITS - (a) a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((first obtaining a permit in writing from a county official duly authorized for this purpose.)) complying with Title 3 of the Benton County Code. (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((~~and~~)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended<u>, and with Ordinance ____, if applicable</u>.

LU Goal 4: Establish UGAs adjacent to incorporated areas, within which an orderly and cost-effective transition from rural to urban land uses and authority can be coordinated within the next 10 to 20 years.

Policy 1: Consider UGA expansions according to the process identified in the Benton CWPP.

Policy 2: Facilitate the realization of regional transportation and other infrastructure and public facilities plans.

Policy 3: Designate zoning and promote development on unincorporated lands within the UGAs consistent with the cities' Comprehensive Plan land use designations.

Policy 4: Promote outreach to established citizen interest groups regarding significant developments proposed within or adjacent to their communities.

2.2.2 Communities Outside UGAs

LU Goal 5: Identify the location, site planning, and density of new non-farm development outside of UGAs to protect existing agriculture from incompatible adjacent land uses.

Policy 1: Establish compatible land uses adjacent to areas designated as GMA Agriculture to minimize conflicts associated with farm activities such as spray, dust, noise, odors, and liability.

2.2.3 Rural Lands

LU Goal 6: Preserve rural lifestyles outside UGAs and incorporated areas while accommodating new population growth consistent with the protection of rural character.

Policy 1: Maintain overall residential densities within rural residential areas that reflect rural character as defined by the GMA and are low enough to perpetuate rural lifestyles, which are typically characterized locally by a predominantly open landscape inhabited by households engaged in diverse and recreational land use activities related to livestock and crop production; protect surface and ground water; and that can be supported by available public services.

Policy 2: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

Policy 3: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

Policy ~~2~~4: Encourage low impact recreational uses and protect open spaces that preserve rural character.

Policy ~~3~~5: Provide public services consistent with rural character. Rural developments will not impact existing public facilities/services to the extent that the level of service for that facility is reduced below the adopted threshold and/or acceptable operation capacity. Rural developments should occur where adequate access to transportation systems, and rural levels of utilities and facilities, such as domestic water, power, and fire and police protection are available.

~~Policy 4: Encourage the reduction of fire risk and urban/wildland interface through fire-wise principles, prevention measures, and other programs.~~

Policy 6: Rural development shall minimize potential adverse impacts to water quality, slope stability, vegetation, wildlife and aquatic life as implemented through the County's critical area regulations, shoreline master program, and hydrology manual.

Policy 7: Support the availability of sufficient water to maintain the agricultural industry and agricultural processing and value-added manufacturing.

Policy 8: Encourage long-term conservation, adequate water supply, and the wise stewardship of natural resources within Benton County for the benefit of current and future residents.

Policy 9: Encourage the continued communication with irrigation districts, legislature, and other responsible entities to ensure that adequate irrigation water is available for agricultural uses.

Policy ~~5~~10: Limit impervious surface in rural lands by implementing maximum lot coverage in the development regulations.

Policy 11: Encourage the use of low-impact development (LID) measures in the Eastern Washington Low Impact Development Guidance Manual and their application to urban development, urban and rural subdivisions, and large rural developments in Benton County.

Policy 12: Support on-site infiltration in rural areas for new lots, subdivisions and developments by promoting storm water best management practices. Promote the retention of existing native vegetative cover in landscaping plans for areas zoned Rural Lands One Acre (RL-1), Rural Lands Five Acre (RL-5), Rural Lands Twenty Acre (RL-20), and Planned Development (PD) zones applied to any of these zones. Where the proposed development will not be precluded, limit impervious surfaces that are not infiltrated on-site for all new development in the zoning districts listed above to no more than ten percent and require the retention

of 45 percent vegetative cover, which may include native or non-native species, provided soil infiltration/filtration properties are maintained.

Policy 13: Encourage the reduction of fire risk and urban/wildland interface through fire-wise principles, prevention measures, and other programs.

Policy 14: Support and encourage the use of and application of Firewise principles and other fire risk reduction measures consistent with the Benton County Natural Hazard Mitigation Plan and Community Wildfire Protection Plan to reduce fire risk for urban development, urban subdivisions, rural subdivisions and large rural developments susceptible to wildfires. Encourage the implementation of the Firewise principles, or similar best management measures, applicable to individual lots on all lots at risk from wildfires.

Policy ~~6~~15: Encourage new rural development away from the 100-year floodplain, and as guided in the County's Flood Damage Prevention Ordinance, CAO, and SMP.

2.2.4 Master Plan Resorts and Small-scale Recreational or Tourist Use

LU Goal 7: Provide opportunities for Master Planned Resorts (MPRs) and Small-scale Recreational or Tourist (SSRT) uses consistent with the GMA.

Policy 1: Provide MPR and SSRT development regulations that are consistent with provisions of RCW 36.70A.360, the Comprehensive Plan, and County regulations.

Policy 2: Locate MPR and SSRT Uses outside the vicinity of UGAs according to the provisions of the GMA.

Policy 3: Develop a master site plan that functionally integrates various land uses with motorized and non-motorized circulation systems that are accessible to public transportation where available and connect with open spaces for public use.

Policy 4: Ensure that infrastructure, such as roads, water supply, and utility standards are consistent with rural densities and uses.

Policy 5: Prepare a capital facilities plan. Necessary capital facilities, utilities, and services may be provided to a MPR by service providers from outside the boundary of the MPR, including municipalities and special service districts, provided that all costs associated with service extensions and capacity increases directly attributable to the MPR are fully borne by the resort.

Policy 6: Ensure that developments contain open space and open space amenities (paths, trails, scenic overlooks, and viewpoints) that are open to the public.

Policy 2: Work to identify opportunities for water conservation on County property and at County facilities.

Policy 3: Encourage the use of irrigation water for non-potable uses in housing units, parks, and other developed lands within water service areas.

Policy 4: Acknowledge that municipal governments and other water utilities, as applicable, are the best long-term water supply service providers within designated UGAs.

Policy 5: Consider existing public or private water purveyors first when the need arises for a rural domestic water supplier.

Policy 6: Look to Satellite Management Agencies (SMA) first for assistance with operations and management of failing or troubled water systems throughout the County. Encourage an increase in the number of approved SMAs in the County.

2.4.3 Rural Domestic Water Policies

Policy 1: Public and private purveyors, along with exempt wells operated by individual households, adequately provide for water needs in rural areas of the County. The County will not seek to become a residential water purveyor except where mandated by the state under RCW 43.70.195.

Policy 2: Recognize that new rural water right permit exempt wells are junior to senior surface and ground water rights and may have the potential to impair these water rights. Support the implementation of water management and mitigation strategies to avoid or offset impacts from exempt wells, as applicable, that allow for continued growth and development consistent with the land use plan.

Policy 3: Rural development shall provide adequate water for domestic use. When feasible, rural developments will be encouraged to utilize existing community systems with adequate availability for domestic water and sewage disposal.

Policy 4: New groundwater uses must provide evidence that the proposed water source is physically and legally available. Groundwater uses and withdrawals, including the issuance of building permits and the approval of land divisions, must be consistent with RCW 90.44.050, and with applicable rules adopted pursuant to RCW 90.22 and 90.54.

Policy 3: Eliminate existing service level deficiencies in existing facilities before expending capital funds for new uses. Capital facilities planning should integrate all of the County's capital project resources (grants, bonds, general County funds, donations, real estate excise tax, conservation futures property tax, fees and rates for public utility services, and any other available funding).

Policy 4: Prioritize and evaluate public capital facilities annually for funding ~~public funding~~ for capital projects that are necessary to accommodate existing and projected demands of the Land Use Element of the Comprehensive Plan.

Policy 5: Prioritize capital facilities planning and expenditures consistent with this Comprehensive Plan for projects that accomplish one or more of the following:

1. Are essential for public health, safety, and welfare
2. Address and/or improve the quality and level of regional government services
3. Maintain designated transportation LOS
4. Improve public and private sector productivity
5. Facilitate the maintenance and growth of the rural/agricultural economy

Policy 6: Explore public facilities and infrastructure investment options that use Hanford site resources and benefit the region beyond the Hanford area.

Policy 7: Promote compatible development of land adjacent to existing and proposed school and other public facilities.

CF Goal 2: Provide for the siting of "Essential Public Facilities" using siting criteria that are consistent with statutory requirements applicable to these facilities and within appropriate land use designations,

Policy 1: Locate capital facilities identified as essential public facilities in a manner that will provide necessary service to intended users while minimizing the impact to surrounding land uses.

2.11 Utilities

UE Goal 1: Ensure utilities support the land use and economic development goals of the County.

Policy 1: Siting of proposed public facilities should be consistent with adopted land use policies.

UE Goal 2: Maintain public and private household water and sewer systems that are consistent with the rural character of the County.

Policy 1: Develop joint service agreements between special districts, counties, and cities for lands within UGAs.

activities in 2009 and beyond. Table 3-2 indicates the historic population growth in Benton County by decades.

Table 3-2
Historic Population Growth in Benton County

Year	Benton County	% Change Benton County
1970	67,540	8.81%
1980	105,800	56.65%
1990	112,560	6.39%
2000	142,475	26.58%
2010	175,177	22.95%

Benton County's current population, based on the 2017 OFM data, is 193,500. The unincorporated County population constitutes 35,085 persons, or approximately 18 percent of the total County population. At present, the agricultural sector is experiencing significant economic growth in the County, as the global markets for eastern Washington farm products continue to expand. At the local level, the commercial retail sector within the Tri-Cities has reached a scale of regional significance with new retail stores being constructed regularly, and serving an area within an approximate 100-mile circumference of the Tri-Cities. Hanford Cleanup budgets continue to play a major role in supporting local economic and population growth, and this is expected to continue into the future.

The land use trend on the Hanford Site can be broadly described as the gradual reintegration of major portions of Hanford's resources (land, water, and infrastructure) into the economy, custom and culture, and regulatory authority of local jurisdictions within which the Hanford Site lies. Today, the Hanford Site is being cleaned up for future uses that, in addition to federal missions, will likely include non-defense related private and public sector uses.

Recently, ~~13,641~~ 1,641 acres of Hanford land was transferred from the U.S. Department of Energy to the City of Richland, the Port of Benton, and Energy Northwest for industrial uses. The Hanford Reach National Monument, created by President Clinton in 1999, has also generated additional visitors and tourists to the site and the surrounding communities.

3.2.3 *Future Considerations*

Accommodating land needs of both agricultural and non-agricultural uses, while maintaining the potential of all economic sectors, is important for Benton County. Key considerations for land use in the County are to preserve and protect agricultural and resource lands, allow rural lifestyle in rural lands, and allow growth where services are available, primarily in the urban areas. With the County

3.6 Expansion of Urban Growth Areas

Two aspects are important for UGA expansion: meeting the required need for future land in urban areas and maintaining low density land outside the UGA to enable logical and cost-effective expansion.

Currently, the County is updating the UGA boundary in two areas as follows:

1. City of Richland UGA expansion. As discussed before, ~~13,641~~ 1,641 acres of Hanford land was transferred from the U.S. Department of Energy to the City of Richland, the Port of Benton, and Energy Northwest. As a result, the City has applied for an UGA expansion to add 1,184 acres of Hanford land to its UGA and remove 283 acres from the Richland UGA (for a net increase of 901 acres). This request has been incorporated into the County's Comprehensive Plan update.
2. City of Prosser UGA amendment. Based on the City of Prosser's OFM population projection and land needed to accommodate this population, a reduction of 483.96 acres of UGA land and an addition of 100.44 acres of industrial land (for a net reduction of 383.52 acres) has been applied for and is incorporated into this Comprehensive Plan update.

Within the Comprehensive Plan, four principle factors apply to future connections between cities and the County relative to the build-out of and expansion of UGAs. These include the availability of vacant lands in the municipalities; urban densities within the cities and UGAs; appropriate sizing of UGAs compared to future population growth; and consideration of site planning that preserves rural lands outside of UGAs for future expansion.

3.6.1 Total Vacant Land Within Benton County's Metropolitan Planning Area

The cities of West Richland, Richland, and Kennewick are contiguous. Some of the cities already have annexed unincorporated lands that are adequate to meet future demand. For instance, the City of Richland had placed significant amount of land within its UGA under the Urban Reserve land use category. Each City assesses their own land use demand based on vacant land and developable land to identify future needs before any UGA expansion is proposed.

The adoption of the County's Comprehensive Plan, and the adoption of each of the cities' plans, require that the expansion of urbanization, with its conversion of rural lands to urban uses be an orderly, cost-efficient process, based on population projections and protection of rural neighborhoods and natural resource lands. The UGA process is intended to, and has, influenced a reduction of urban sprawl, increased annexation of unincorporated islands with the cities, and achieved greater cost effectiveness for development within UGAs.

Table 6-4
Housing Mix, Cities in Benton County, 2015

Jurisdiction	Single family	Multi-family	Manufactured Homes	Total Dwellings[1]
Unincorporated	8,117	220	3,558	11,962
Kennewick	17,590	9,488	2,208	29,356
Richland	15,000	6,309	786	22,130
Prosser	1,431	580	290	2,301
West Richland	3,698	305	527	4,530
Benton City	716	182	279	1,194
Total	**46,552 (65%)**	**17,084 (24%)**	**7,648 (11%)**	**71,284 (100%)**

Notes:
[1]Does not include RV, Boats, and Vans
Source: American Community Survey (U.S. Census Bureau 2015)

6.4 Future Considerations

As discussed above, based on the population estimates, the County will need to add ~~7,070~~ 6716 new homes in the next 20 years. The Land Use element discusses potential areas for future developments and the County's land capacity to meet projected housing needs. The discussion below indicates multiple housing types in various densities to address housing needs and affordability.

6.4.1 Density

Residential development in Finley, Washington

A range of residential densities is provided within the unincorporated County to provide broad affordability related to land costs and construction. Within the Rural Community Center areas in Paterson, Whitstran, Plymouth, and Finley, densities of up to 3 DU/acre may occur, including duplexes. Densities of 1 DU/acre are designated in Rural Transition areas due to their proximity to UGAs and adequate road capacity. These designations are considered limited areas of more intensive rural development enabled by RCW36.70A.070 (5)(d). The density of 1 DU/5 acres is the dominant rural density in Rural Remote areas. Low density residential uses are allowed in Rural Resource areas at 1 DU/20 acres. Minimum lot sizes in each land use and zoning district are identified in the zoning code Chapter 11 of BCC.

7 Transportation Element

PCM 1.10

7.1 Introduction

The Transportation element of the Comprehensive Plan describes the existing transportation network, LOS, planned improvements and financing, and intergovernmental coordination needs, as required under RCW 36.70A.070(6). Collectively, these items help functionally integrate the transportation network with the Land Use Map (see Appendix A: Map Folio, Figure 14 – Transportation – Existing Major Facilities Map).

Under current local farm and non-farm economic growth conditions, the trend to convert raw land for agriculture, residential, commercial, and industrial land uses will continue. These conversions engender new land uses which drive maintenance and expansion of road capacity for commuter, "farm to market," leisure, recreation, business, and other vehicle trips. Transportation related land use demands ultimately manifest themselves as capital projects in the County's Six-Year Road Program (Appendix H-1). Further information on the Washington State Highway System can be found in Appendix H-3 (Washington State Highway Inventory within Benton County) and Appendix H-4 (Washington State Highway Inventory and 2028 Forecast and Level of Service Analysis ~~Build-Out of Benton County Comprehensive Plan Land Use Assumptions – 2028 AADT~~).

7.2 Existing Transportation System

Transportation systems in Benton County form a multi-modal network that provides for the movement of people and goods locally. The systems connect to regional, state, national, and international systems. Transportation systems which comprise the local network include road, rail, air, waterborne, and non-motorized (bicycle, pedestrian) transit.

Efficient transportation links to regional, state, national, and global markets are essential to the maintenance and growth of the County's economic base. Additionally, the ease with which people can move throughout the County is an important quality of life factor.

7.2.1 Benton County Road System

Within and around the Metropolitan Planning Area (Kennewick, Richland, West Richland), the road system within Benton County is well developed with interstates, state highways, collectors, and local access routes. Improvements have been made to several roads to improve access to some of the outlying rural areas, such as Finley and in areas in southern Benton County. Road access for rural and agricultural areas is good and continues to be improved.

Peak hour congestion problems do exist within the urban areas, notably on routes such as State Route 240 and George Washington Way used by Hanford Site commuters, and on Columbia Center Boulevard related to the Columbia Center Commercial Retail complex in Kennewick.

The principal commodity shipped out of Benton County by barge is grain products. Grain shipments in 2014 above McNary Dam totaled 4,189,000 tons and 4,644,565 tons between McNary and the Dalles dams (Godlewski 2016).

Agricultural products are shipped from privately owned docking facilities located at grain storage and industrial sites. Occasionally, special shipments of former nuclear components, such as submarine reactor hulls, destined for disposal at Hanford, are barged to the Port of Benton dock in Richland.

The demand for waterborne transport fluctuates with markets, commodity supply, and in relationship to the economics of transport by rail and overland truck. However, over the long term, because of its inherent efficiencies, waterborne transport will likely remain an integral part of the Inland Empire transportation system and will continue to play a vital and expanding role as global trade expands, balanced with associated river management strategies supporting salmon recovery efforts. Maintaining the existing water transportation system is an important priority for the County.

7.2.5 *Pipeline Transport*

7.2.5.1 Existing Conditions

Benton County has two interstate natural gas pipelines: Pacific Gas and Transmission Company and Northwest Pipeline Company. The Pacific Gas and Transmission Company line crosses the southeast corner of the County as it extends from Walla Walla County into Oregon. The Northwest Pipeline Corporation line runs up the Columbia River Gorge from Vancouver, Washington, to Plymouth. There it branches into two lines, one to the Yakima Valley and Wenatchee, the other serves the Tri-Cities and Spokane. The system distributes natural gas to Washington's seven utility companies. The maximum pipe size is 30 inches.

7.2.5.2 Future Considerations

Gas energy from this distribution system directly serves the Plymouth and south Finley areas Industrial land use designations. Substantial undeveloped industrial designated land exists within these two areas. The presence of large acreages with gas energy and road, rail, and barge transport opportunities provides economic opportunities that should not be blocked by piece-meal developments. Proactive advanced planning should occur in these areas to preserve their future industrial/commerce values.

7.2.6 *Public Transit Service, Park and Ride Lots, Bicycle Transport*

Ben Franklin Transit (BFT). The Tri-Cities urban area, Prosser, and Benton City are served by several fixed routes operated by Ben Franklin Transit (BFT) ~~BFT~~. BFT also provides a rideshare/vanpool program that operates throughout the region. A map of the BFT Service Area known as the Public

Transit Benefit Area (BFTA) is included in Appendix A. BFT route headways are set and adjusted periodically based on ridership demand and market potential, using load factors, productivity, and development growth to inform the planning process. BFT distributes bus service so that the majority of all residents within the service area are within a 1/2 mile walk of bus service. DAR paratransit service operates on an eligibility basis throughout the entire PTBA, at a regular rate when the origin and destination are within 3/4 of a mile of the service boundary, and at a premium rate when the origin or destination is beyond 3/4 of a mile from the service boundary.

Benton County sits on the Board for BFT and participates in their planning process as well. BFT regularly prepared a Transit Development Plan (TDP) which identifies improvements and expansions to the transit service provided in the region. Because of the nature of providing efficient transit service within budgetary limitations, transit service to unincorporated areas of Benton County are somewhat limited. However, coordination of appropriate services such as bus stops, park and rides and other services occurs with each update of the TDP. The current TDP is adopted by reference in the Comprehensive Plan and can be found at this weblink: https://www.bft.org/assets/1/6/draft-2019-2024-transit-development-plan-for-public-comment_06-13-191.pdf

Park and Ride Lots. There are currently nine park and ride lots in Benton County which are owned by WSDOT, BFT, and the City of Kennewick. BFT buses serve six of the sites in the urban area.

7.2.7 Non-Motorized Transport

~~**Bicycle System/Plans**~~. Bicycle paths have increased in the past several years, with a bike path that forms a loop around the urban areas of the Tri-Cities and a path north and west of Prosser. In addition, roads with lower traffic use in the County are often used by cyclists for recreational riding.

Benton County is an active participant in the regional transportation planning process that is coordinated by the Benton Franklin Council of Governments (BFCG). As members, the County participates regularly on both the Technical Advisory Committee and the Policy Board to address numerous transportation issues in the region. The BFCG has prepared the Regional Active Management Plan which discusses bicycle and pedestrian facilities. As members of BFCG this document and its associated strategies, are adopted and incorporated into the Benton County Comprehensive Plan by reference. This document can be found at the following weblink: http://bfcog.us/wp-content/uploads/2017/03/FINAL-2016-Regional-Active-Transportation-Plan-3-28-16.pdf. A map from this document of the Benton County Active Transportation System is included in Appendix A Map Portfolio.

7.2.8 Transportation Demand Management Strategies

As discussed above, Benton County is an active participant in the BFCG. The Regional Transportation Plan, *Transition 2040*, includes a chapter on Transportation Management and Operations that discusses Transportation Demand Management Strategies. TDM strategies should be pursued before roadway LOS approaches or drops below adopted standards included in the Comprehensive

Plan. As members of BFCG all of these documents, and associated TDM strategies, are adopted and incorporated into the Benton County Comprehensive Plan by reference. These documents can be found at the following weblink: http://bfcog.us/transition2040/ http://bfcog.us/transition2040/.

7.3 Level of Service Analysis

Consistent with GMA, the County has adopted LOS as the standard of operating efficiency for the County-owned and maintained major collectors and arterials within the County transportation service system. Local roads and minor collectors do not have designated LOS. LOS for minor arterials are designated by WSDOT.

7.3.1 Benton County Level of Service

Benton County's designated LOS is "C" in rural areas and LOS "D" within Urban Growth Areas. When a roadway meets a LOS "C" standard, it means that the streams of traffic flow remain uninterrupted, even at peak hours, by congestion or delays related to traffic volume and road configuration.

County land uses are primarily rural and agricultural, and such uses typically generate new traffic demands gradually. An evaluation of LOS for all County major collectors and arterials was conducted by evaluating existing and future volume (through 2027) estimates.

On rural roads with relatively light traffic volumes where flow is uncomplicated by frequent entry points and signalized intersections, a simple comparison of existing traffic counts and projected traffic counts based upon assumed growth percentages by area in the County was applied to evaluate LOS. The LOS for each of the roads evaluated was determined for both existing and future volumes to be at a C level – efficient flow of traffic without delays. No new major increases in traffic generators from new localized sources were identified as part of this evaluation. Appendix H-2: Transportation Level of Service shows the current volumes of traffic over major collectors and the 10-year projected traffic volumes for each collector. The LOS for each of these roads has been determined to be acceptable, at a C level at least or higher.

7.3.1.1 Level of Service on State-owned Facilities

The LOS for regional highways, including state roadways, is set through a coordinated process through the Benton-Franklin Council of Government (BFCG), the County's regional transportation planning organization, along with state, regional, and local input. The LOS for highways of statewide significance ~~which are exempt from the requirements of the GMA~~ is set by the State in consultation with local jurisdictions, with the State having final authority to establish LOS and associated state and federal expenditures on the system.

~~In~~ An analysis was performed to determine~~ing impacts to~~ Level of Service on state owned facilities~~, the impact portion is a calculation by the County of the future Annual Average Daily Trips (AADTs) based on the land use assumptions through the build-out of the 2006 Comprehensive Plan.~~ The

Washington State Highway Inventory Matrix shown in Appendix H-3, provides an inventory of state-owned facilities. ~~and~~ Appendix H-4 provides details on the analysis of LOS for current conditions as well as for year 2028 ~~AADT calculations using the land use assumptions in the Plan.~~ All state highway segments will function with acceptable Levels of Service with all segments anticipated to perform at LOS all, but two segments forecast to be LOS "A" or "B". Those two segments on SR 397 between Kennewick and Finley are forecast to be LOS "D" but are within the Urban Growth Area.

As mentioned in the Land Use and Housing Elements, much of the population growth within the unincorporated Benton County is anticipated to occur outside the city limits but within the Urban Growth Areas. The Level of Service analysis was conducted using the most recent traffic data available from WSDOT for the state highway system along with the BFCG regional traffic model. The regional model forecasts several different land uses throughout the region for the year 2040 to estimate future travel demand on functionally classified roadways. Benton County participates in the development of the model, including the preparation of population and employment forecasts for Transportation Analysis Zones supported by the modeling process. The land use assumptions of the model are included in the Appendix of the Regional Transportation Plan, are included here by reference, and found at this weblink: http://bfcog.us/wp-content/uploads/2018/01/Appendix-Jan-8.pdf. Maps representing the TAZ as well as the population and employment growth are included in Appendix H.4. For areas not covered by the regional model, a discussion was held with WSDOT and it was agreed that traffic forecasts for these areas would be fairly represented using 1% per year growth in current volumes.

7.3.2 Future Considerations

Improve the Utility of the Transportation Network. The utility and adaptability of an area's transportation network is one of the primary characteristics upon which the "quality of life" is based. By in large, the road transportation network within the County and the Tri-Cities is an excellent and efficient one, consisting of interstate highways, state routes, and local arterials, collectors, and local access routes; it has well-defined and institutionalized mechanisms for eliminating its deficiencies and maintaining its high level of performance.

However, the existing transportation network is almost singularly dedicated to the personal automobile. This is not a fault, but rather a limitation to the larger community's realization of other land uses, commercial enterprises, human activity, and socioeconomic diversity.

A truly multi-modal transportation system invites increased personal mobility (via pedestrian, bicycle, equestrian, and transit modes); it energizes existing and fosters the creation of new activity centers; it melds business, casual, tourism, and recreational activities into a richer and more resilient community fabric.

3. To improve the predictable movement of and access to goods and people throughout the region and improve quality of life
4. To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy
5. To make transportation decisions that protect the environment, promote sustainable development, and coordinate regional/community stakeholders

Benton County considers these goals and the associated objectives along with other information in planning for transportation system improvements to the County road system and in lending support to regional projects and programs.

7.5.1 *Current and Future State Highway System Needs*

Transportation elements of GMA comprehensive plans must include an identification of current and forecast needs and a financial analysis of how an identified need might be addressed concerning the regional transportation system, including state highways.

Appendix H-4 lists current and forecast 2028 peak hour traffic volumes ~~AADT~~ for the state highway system in Benton County ~~in 128 discrete segments~~. The County is not responsible for traffic effects on highway segments in cities, and the WSDOT sets levels of service on Highways of Statewide Significance. When segments in cities and on the Highways of Statewide Significance are removed from that list a total of ~~37~~56 segments on ~~seven~~ ten state highways: SR 14, 22, 24, 82, 182, 221, 224, 225, 240 and 397 remain and for which analysis was reported.

A source for identification of current and forecast need on the state highway system is Transition*2040*, the 2017-2040 Metropolitan/Regional Transportation Plan adopted on May 2017 by the BFCG. Transition*2040* is a long-range, multi-modal planning document which identifies the mobility needs of the region, comprising of both Benton and Franklin counties, through the year 2040. Chapter 5 of the Transition*2040*, Financial Analysis, includes programmed projects and available funds submitted by WSDOT for the period of 2017 through 2025 in Benton and Franklin counties.

The chapter identifies forecasted WSDOT cost for maintenance and operations and capital construction in Benton and Franklin counties. Maintenance and operations needs are forecast at about $28,000,000 and capital improvement costs at about $119,000,000. The Plan states revenues and expenditures balance out and there is no predicted new revenue. The only identified system capital improvements in the two-county area are those included in the Connecting Washington funding package.

Connecting Washington is a 16-year program, funded primarily by an 11.9-cent gas tax increase that was fully phased-in on July 1, 2016. Table 7-2 below shows the Connecting Washington projects listed in Transition*2040* and state costs associated with each project.

Table 7-2
Connecting Washington Projects in Benton and Franklin Counties

Connecting Washington Account	State Funds
Connell Rail Interchange	$10,000,000
I-82 West Richland – Red Mountain Interchange	$27,000,000
US 395/Ridgeline Intersection	$17,000,000
Duportail Bridge	$38,000,000
US ~~2~~395/Safety Corridor Improvements	$15,000,000
Lewis Street Overpass	$26,000,000

Source: 2017 WSDOT Project Delivery Plan; Additional WSDOT documentation

In July 2019 ~~November 2017~~, WSDOT released the 201~~7~~9 Project Delivery Plan, a detailed county-level ~~8~~10-year list of capital improvement and preservation (maintenance and operations) projects and costs for the years ~~2017~~2020 through 202~~5~~30. Funding decisions at WSDOT are the responsibility of the Department, as are decisions on releasing information on funding sources. A background document companion to the project list discusses funding assumptions, stating the Delivery Plan aligns with legislative direction provided in the ~~2017~~ 2019-2021 Transportation Budget ~~Appropriations Bill~~ and is consistent with overall legislative investment expectations.

Noteworthy improvements listed in Benton County are the Connecting Washington projects which, except for the Red Mountain Interchange are urban in nature. Rural improvement projects include the Red Mountain Interchange, the intersection of SR 224/SR 225 in Benton City, railroad crossing improvements in the vicinity of the SR 397/Piert Road intersection and rumble strips on SR 22.

Significant preservation projects listed in the Project Delivery Plan include painting the SR 24/Columbia River Bridge at Vernita and painting the Interstate-82/Columbia River Bridge at Umatilla. Multiple paving projects on Interstate-82 in rural Benton County are also listed.

7.5.2 *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area*

The *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area* was approved by BFCG in 2016 and is incorporated by reference in *Transition*2040. This document provides a status of bicycle and pedestrian planning and implementation, includes a review of bicycle and pedestrian policies and practices, and discusses active transportation safety issues. The plan notes that attention to bicycling and walking issues in Benton and Franklin counties has significantly increased in volume and importance in the last decade, with interconnected pedestrian and bike systems becoming a more critical component of the regional transportation network. Strong public support exists for improved bicycling and walking conditions through

PCM 1.11

9 Capital Facilities Element

9.1 Introduction and Purpose

The Capital Facilities element identifies necessary and planned capital improvements, improvement schedules, and funding resources that functionally integrate capital facilities into the Comprehensive Plan. For the purposes of this element, capital facilities are defined as the infrastructure the County is responsible for constructing, operating, and maintaining, and which enable the County to provide public services to County residents. This element provides the framework for the County's CIP (Appendix J) and adopts a 6-year CIP list of proposed projects and financing plan.

This element is one of six mandatory planning elements that GMA requires in County's Comprehensive Plan (RCW 36.70A.070 (3)) and must identify specific facilities, include a realistic financing plan, and adjust the plan if funding is inadequate. WAC 365-196-415 provides requirements and recommendations for this element.

9.1.1 Relationship between Land Use and Capital Facilities

There is a direct relationship between the Capital Facilities and Land Use elements of the Comprehensive Plan. The Land Use element determines where and at what density population and employment growth will be located. The Capital Facilities element identifies the thresholds of growth, when new and expanded public facilities will be needed, and indicates the County's priority system for constructing the identified public facilities. Although some public facilities are provided by other government agencies or private entities, the County must demonstrate these services are available.

Identified improvements to public facilities that are owned or operated by Benton County shall also be included in the County's annual budget. Any identified public facility improvements that are not owned or operated by the County should be included in the annual budgets and CIPs of the entities which provide those public facilities. State, local government, and district plans that are affected by proposed public facility improvements will be considered prior to inclusion of the improvements in the CIP. This includes considering a city's comprehensive plan when evaluating proposed improvements that affect that city's UGA.

9.1.2 Capital Facilities Element Update Process

Any updates to the Capital Facilities element of the Comprehensive Plan will be considered concurrently with other proposed amendments that are included in the annual Comprehensive Plan amendment review. Benton County's CIP, adopted by reference, is a dynamic document that will be updated annually to reflect new cost information, funding information, project list changes, and existing facility updates. The annual updates to the CIP will be done prior to the annual budget process so that CIP projects can be included in the annual budget.

collection facilities. The County does not currently provide, nor does it plan to provide in the foreseeable future, sewer, water, or utility services. Accordingly, its capital facilities do not include processing or production plants and the distribution/collection systems typically associated with such services. The only exception to this general condition occurs when a private water or disposal system fails, whereupon if placed in "receivership" under state law the County must assume responsibility as an interim condition.

The County may coordinate planning and development of public facilities in UGAs with municipalities and public facility providers by entering into interlocal/joint planning agreements, contracts, memorandums of understanding, or joint ordinances. Capital facilities and utilities may be constructed and operated by outside public service providers on rural properties if they are within the boundaries of a MPR, or a Rural Community Center pursuant to County Comprehensive Plan policies and development regulations. Electric and natural gas transmission and distribution facilities may be sited throughout Benton County both inside and outside of municipal boundaries, UGAs, MPRs, and Rural Community Centers. The County will coordinate with the BFCG and/or municipalities within the County when siting regional and community facilities. This coordination may include developing an inventory of essential facilities, determining a fair share allocation of essential facilities, conducting public involvement strategies, and assuring protections for the environment, public health, and public safety.

9.2.4 *Improvements to Public Facilities Identified in Other Plans*

Various plans ~~have been~~ prepared by other public agencies have been reviewed by the County as part of this periodic Comprehensive Plan review and update ~~that identify potential~~. A summary of capital facilities forecasted for the next six years, along with the six-year financing plan, for these non-County operated facilities is provided in Table 9-1. This non-County operated facilities forecast and financing plan, combined with the County CIP for County-owned facilities comprise the County's forecast of future needed public facilities and financing plan for the next 6 years, to support implementation of the Comprehensive Plan. The County will review and revise this forecast and financing plan, as applicable, during plan implementation.

Regarding firefighting capabilities, in addition to the capital improvements identified in Table 9-1, the County has conducted an analysis of the adequacy of the firefighting capabilities for those districts that serve on the borders of the UGA and within rural areas of the County. This includes reviewing and incorporating into this plan by reference the Benton County 2018 Community Wildfire Protection Plan, and also interviews conducted with fire district personnel. A discussion of the findings from this analysis is provided in narrative following Table 9-1. ~~Capital projects that can be included in a future 6 year plan. The County will consider these projects as funding becomes available or when it is determined that public facilities have inadequate LOS.~~

Table 9-1
Six-Year Capital Improvements Plan for Non-County Operated Facilities

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
School Districts	Kennewick School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned new or remodeled schools	Bond	• Kennewick High School, 2019-2021, $105,000,000 • Amistad Elementary (Phase 2), 2019-2020, $22,000,000 • Kamiakin High School Addition, 2020-2021, $5,000,000 • Southridge High School Addition 2020-2021, $5,000,000 • New Elementary #18, 2021-2024, $26,000,000 • Ridge View Elementary, 2023-2024, $24,000,000
				Potential bond, planned for future	• Hawthorne Elementary, 2025-2026, $28,000,000 • Washington Elementary, 2025-2026, $28,000,000 • New Elementary #19, 2025-2026, $29,000,000 • Horse Heaven Hills Middle School • 2025-2027, $40,000,000
	Richland School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned new or remodeled schools and make other facility improvements. The school district is starting a facilities long term plan in the	Bond approved February 2017 for $99 million bond. Also applying for about $42 million in state assistance	• Replacement of Badger Mountain Elementary 2020-2021, $21 million • Replacement of Tapteal Elementary, 2019-2020, $19.9 million

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
			next year to see how they are doing in growth areas and depending on findings, there is potential for seeking additional bond funding before 2025.	dollars to augment local contributions	• New elementary school #11 on Belmont Boulevard in West Richland, opened 2019, $17.5 million • Construction of a new elementary school in south Richland, 2021-2022, estimated $22 million • Renovation of the Richland High School auditorium, will be completed in 2021, $9 million • Home side improvements and installation of field turf at Fran Rish Stadium, 2022-2023, $10 million • Improved athletic fields at Hanford High School, 2021-2022, $6 million • Construction of a new Teaching, Learning & Administrative Center, Sept. 2020 opening, $11.6 million • Renovation of the1982 wing of the old Jefferson Elementary into the Early Learning Center • Classroom additions, almost done with Phase 2, and working on getting a

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
					grant to do another phase in summer 2020 • Working on other purchases of land throughout district
	Prosser School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned remodel of schools, new high school and district offices	Bond	• New Prosser High School, $66,804,783; June 2021 • Remodel of 3 elementary schools, $39,339,497, fall 2022 • Remodel old Prosser High School into District Offices, $905,000, summer 2023
	Ki-Be School District	Aging facilities need updates. Capacity to meet school enrollment is adequate for several years.	Planned remodel of schools in future and parking lot repaving	Received a state grant and will run a bond in 2025 for remodeling the elementary and middle school in 2026.	• Repaving the high school parking lot with the state grant received sometime from now through 2020. • No other planned projects until after 2026.
	Finley School District	Aging facilities need updates.	Have done remodeling the last few years.	Bond of $10 million in 2017	• Renovate the Career & Technical Education (CTE) Buildings and Greenhouses, $2,140,746 • Upgrade athletic facilities, including ADA compliant grandstands, weight room equipment, and locker room modernization, $2,556,000 • Install security cameras and new key system at all

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
					three school buildings to improve student and staff safety, $405,000 • Complete additional projects including new carpeting at the elementary school, new roofing at the middle school, a new water distribution plant at the middle and high school, new lighting in all schools, $4,015,000 • Tax & Contingencies $883,254
	Paterson School District	Existing facilities adequate	None	Not applicable	Not applicable
	Grandview School District	Existing facilities within Benton County adequate	None	Not applicable	Not applicable
Water and Sewer	Cities and Towns in Benton County	Existing system plans with facilities inventories and capacities adopted by reference	6-year water system and sewer plans	Rates and development charges, grants and loans. Existing revenues and planned rate increases will support system improvements, with growth paying for growth	See system plans, incorporated by reference, for these details

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
Power	Benton County PUD	Existing system plans with facility inventories adopted by reference	Transportation improvements	Rates and development charges. Existing financial plans support system improvements, with growth paying for growth	See system plans, incorporated by reference, for these details
Transportation and Stormwater	Benton County, and Cities and Towns	Existing inventories adopted by reference	6-year transportation (including stormwater) improvement plans adopted by reference	County road fund, city revenue sources, grant and loans	See 6-year plans, incorporated by reference, for details
Fire Districts (see also associated narrative that follows for additional information on adequacy of firefighting capabilities)	District 1	Fire station needs remodeled in Badger Canyon, and outdated equipment needs replaced	Fire station remodel in Badger Canyon, new fire truck ambulance purchase, replacement of specialized apparatus, replacement of wildland and structure engines and evaluating current administrative facility	Planned bond on ballot in November 2019 for $3 million Received FEMA grant for additional personnel	• Fire station remodel in Badger Canyon, new fire truck ($700,000), • Ambulance purchase ($240,000) • Replacement of specialized apparatus ($200,000) • Replacement of wildland and structure engines ($800,000 - $1 million) Most to be done or started in 2020, if bond passes, with replacement of engines over the next 6 years. Hiring 4 - 5 additional personnel in 2020
	District 2	Main fire station is over 22 years old and needs	Currently adding additional apparatus bay and lean to	Current budget and WA State Local	Apparatus bay and lean to onto existing maintenance

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
		remodeled but do not have the funding due to low tax revenue.	onto existing maintenance facility out of existing budget. Purchase of two new ambulances. In need of hiring one or more additional Firefighter/Paramedics but	program on a 3-year term. Repayment funds will come from ambulance revenue. No funding yet identified for additional staff.	facility out of existing budget ($45,000). Purchase of two new ambulances ($320,000) Both currently in process
	West Benton Fire Rescue	Trucks and equipment aging, and need replaced	Replacement of 3 structure engines, 3 wildland apparatus, 2 tactical tenders, 1 new dozer and 2 command vehicles (more than $3 million) 1 career staff added in 2020, 6 resident firefighter positions added by end of 2020, 2 career staff adds in 2022 or 2023.	Private and government financing Funds from ballot measure and in 2021 will apply for grant to get these positions two years sooner	Over $3 million over the next six years
	District 4	Capacity improvements needed	Would like to build a new fire station (#430) on Keene Road in West Richland and purchase at least two new fire engines Will need to add personnel due to growth in the area over time	Bond	New station (costs under development) and fire engines by end of 2020 ($500,000 for each fire engine)
	District 5	No information available	No information available	No information available	No information available

Capital Facility Type	Providers (Location)	Existing Condition	Planned Improvements (Capacity)	Funding Source(s)	Estimated Cost/Date
	District 6	Currently looking at replacing an ambulance and one Type 1 engine.	Would like to build two new fire stations and a training ground over the next 10 years in the Plymouth area and at far west end off of Sonova Road. Just starting to talk about the building of new fire stations but no timeframe yet. Looking at increasing paid staff from 4 to 7 within next couple years. If station in Plymouth is built, they will have 1 career staff and 6 resident volunteers.	USDA grant or loan program Current budget and savings EMS levy to fund 3 positions	No set timeframe yet

Notes:
ADA – American Disabilities Act
EMS – Emergency Management System
FEMA – Federal Emergency Management Agency
USDA – U.S. Department of Agriculture

Analysis of the Adequacy of Firefighting Capabilities in UGAs and Rural Benton County

Fire District 1

- **Capacity needs or deficiencies for addressing fire risks** - County code for property owners for defensible space and Firewise mitigations would be helpful as the district continues to go into the outreaching interface areas. Continue to deal with fireworks fires annually with lack of enforcement for regulations.

- **Wildland Urban Interface and Residential Growth** - The District has no current hazard fuel reduction program within the annual operating budget due to budget priorities. An increase in available grant funds would be beneficial to target some of the high hazard fuels reductions areas identified in the Benton County Community Wildfire Protection Plan (2018).

- **Fire Breaks:** Changes in the Conservation Reserve Program rules that would allow fire breaks down to the dirt without a negative financial impact to the property owner would be beneficial.

- **Rural Water Supplies:** Continue to seek and develop water supply systems in our rural areas for assistance in fire suppression.

- **Residential and Agricultural Burning:** Provide education to County residents on the process of conducting and/or requesting permits for the four types of fires permitted within the County; recreational burns, agricultural burns, tumbleweeds, barbeques and woodstoves. Provide education to agricultural producers on Washington State Department of Ecology regulations and permit requirements required to safely conduct agricultural burns within Benton County.

- **Communications** - Although the SECOMM system has gone through a major equipment update and fine tuning, the service area due to topography continues to have areas where radio communications between Dispatch and Fire/EMS responders is not always reliable or serviceable in some areas.

- **Other:** As with most volunteer agencies, The District continues to seek ways to improve its ability to recruit and retain more firefighters and EMS personnel.

Fire District 2:

- **Capacity needs or deficiencies for addressing fire risks** - Current and largest risk is not having enough personnel. Small tax base with relatively low-income taxpayers does not produce much in tax revenue. Calls for service have increased dramatically over the years and continue to see a growth in large fires threatening our community.

- **Wildland Urban Interface Defensible Space** - Our Fire District for the last two years has instituted and developed a Firewise program to district residents. This has proven to offer some reduction to our wildfire-related calls; however, it does not get much participation to the high majority of our community despite public campaigns and strong community push. Plan to continue to use this program and maximize the use of our staff time to meet with property owners and educate them on the value of defensible space. Funding for staff time is a need to enhance this program; completing structural assessments every two years has proven difficult.

- **Fire Breaks** - The costs associated with maintaining established fire breaks costs our small fire department thousands of dollars annually and cannot be sustained without some type of financial assistance.

- **Rural Water Supplies** - Continue to seek and develop water supply systems in our rural areas for assistance in fire suppression. Very few areas exist for drawing water in the rural areas due to remoteness and lack of developed water systems.

- **Residential and Agricultural Burning** - All open burning within the County is subject to guidelines concerning, size, time, location and permit requirements from Benton County Clean Air Authority (BCCAA). Moreover, the BCCAA and the local cities have banned back yard burning except for blown in tumbleweeds. This is a two-fold problem. The first is that getting rid of some of the fuel loads reduces the fire potential to sustain burning. The other issue is that burning incorrectly causes numerous out of control fires.

- **Communications** - The SECOMM system has some limitations to cover the entire two counties due to topography despite the multiple channels and repeater sites.

- **Other** - As with most volunteer agencies, the District continues to seek ways to improve its ability to recruit and retain good firefighters and emergency response personnel.

West Benton Fire Rescue:

- **Capacity needs or deficiencies for addressing fire risks** - Always need more volunteer firefighter staffing. The career positions will not take away anything from the current volunteer force and are only being hired to supplement the response of volunteers. Need to maintain a robust roster of fulltime and volunteer staff to combat large incidents in the jurisdiction.

- **Personnel** - Response model relies heavily on Volunteer Firefighters, which make up 85 percent of response force. Due to a societal decline in volunteerism and the ever-increasing requirements to be a firefighter, it is difficult to increase the depth of the Volunteer ranks. In

addition, it is difficult to expand specialized services such as technical rescue and hazardous materials response when so heavily reliant on volunteer firefighters.

- **Rural Property Development** - Response area continues to see development of new single-family residential structures into the Intermix/Interface areas comprised of heavy grass/brush fuels. Many times, fires in the interface/intermix require an extensive amount of resources to provide structure protection as well as being actively engaged in fire suppression. This can cause a large drain on regionally available apparatus.

- **Communications** - With the recent addition of Franklin County and Walla Walla Fire District 5 to dispatching, radio traffic has been extremely busy. Though local repeaters and tactical frequencies used to command individual incidents are plentiful, both the availability of simulcast frequencies to communicate with the dispatcher and dispatch center capability to listen to and respond to multiple frequencies is lacking.

- **Vegetation Management** - Invasive plant species make managing a 5-acre rural residential parcel difficult. Many rural property owners fail to control invasive species which leads to insufficient or non-existent defensible space. The lack of a State Vegetation Management Program has allowed the cheatgrass and invasive species to grow right up the end edge of Interstate and State Highway road surfaces. Vegetation that has grown up to the edge of a roadway becomes critically dry in the summer months and is easily ignited by discarded smoking material, mechanical problems or traffic accidents and creates traffic hazards due to fire, smoke and responding fire apparatus in the roadway. It is a challenge to protect thousands of acres of lands that abut under-maintained roadways; spend a considerate amount of time dealing with wildland fires started from roadside ignitions.

- **Burn Permits** - Burning is limited within the City Limits of Prosser, and surrounding UGA to tumbleweeds. In the rural areas of the response area, Benton County Clean Air Agency sets burning regulations and sets the daily burn decision regarding outdoor burning. Many times, people are unaware about the daily burn decision or the presence of a burn ban.

- **Fire Inspections** - Prosser is home to a vibrant downtown core comprised of 100-year-old multistory buildings that house restaurants, assembly occupancies, mercantiles, offices and residential units. Fire and Life Safety Inspections came under the authority and responsibility of the City of Prosser in 2015. Proper fire and life safety inspections must be maintained to minimize the occurrences of devastating downtown fire losses.

- **Other** - Relying primarily on Volunteer Firefighters, it can be a struggle to mount an effective initial response force to incidents, and a large/complex natural cover fire or structure always requires the assistance from neighboring agencies to mitigate. To augment daytime

response in during the summer months, seasonal employees help with station tasks and incident responses.

The two fire stations are not staffed around the clock, and calls that occur at night or over the weekend are staffed with personnel responding from home. Continue to identify ways to decrease "turnout time" to incidents, which includes identifying funding to house responders at the headquarters fires station.

Identifying and installing fuel breaks with heavy equipment. Continue to build private landowner relationships and identify areas where fuel breaks will have a positive impact.

Fire District 4:

- **Wildland Urban Interface Defensible Space** - Funding for additional staff time is needed by the fire District to enhance the Firewise program and complete structural assessments every two years and deliver educational materials to potential participants as the population continues to grow and change. There are additional areas that abut City of West Richland property (specifically the sewer treatment plant) as well as many private homes that have never had a significant fire resulting in large buildup of fuel. The area also has extremely limited access and does pose a significant hazard if wildfire does gain access to the area. Efforts are needed to coordinate fuel reduction or defensible space around this area. This will be challenging, as there are wetlands in the area as well as being adjacent to the Yakima River and associated fish habitat.

- **Rural Water Supplies** - Continue to seek and develop water supply systems in rural areas for assistance in fire suppression. The District has worked with some of the vineyards to establish water supply points at irrigation ponds, but these are not always a reliable source of water depending upon the time of year and required water use for the vineyards. The District has also worked with the Barker Ranch to identify water supply access points to be developed as the ranch makes improvements to the irrigation and wetland management program. These water supplies allow access to water supplies closer to the threat of wildland fires as identified by landowners, users and the District.

- **Communications** - SECOMM has a rather sophisticated, intricate, and reliable – repeater simulcast microwave system. The system has some limitations to cover the entire two counties due to topography despite the multiple channels and repeater sites.

- **Residential and Agricultural Burning** - The District continues to see a high number of controlled burning activities that are not allowed under the current Benton County Clean Air Authority rules. The types of allowed burning depend upon the urban growth boundaries as well as agricultural use of lands. Many of the residents who have lived in the area for longer,

still conduct burning of natural vegetation even though they are inside the urban growth boundary, where this type of burning is not allowed. Efforts to educate the public on the rules continues to be a challenge based on the perceived rural nature of large portions of the District.

- **Cooperative Agreements** - The District is part of an automatic and mutual aid agreement system with Three counties; Benton, Franklin and Walla Walla. We have developed a dispatch matrix that allows us to put a large amount of resources on an incident in a relatively short period of time in the urban areas, but the rural areas take much longer to deploy resources due to the remote areas.

- **Other** - As with most combination career/volunteer agencies, the District continues to seek ways to improve its ability to recruit and retain reliable personnel to assist with the variety of responses and other administrative activities that must occur to be a progressive and successful organization.

Fire District 5:

- **Residential Growth** – The District has not seen significant population growth. However, there is growth in the suburban areas on the outer district lines, with housing development expanding into the district.

- **Communications –** The District is part of a Bi-County dispatch center (SECOMM) that is responsible for dispatching all fire, ems and police, as well as one fire agency from a third county, Walla Walla County. SECOMM has a VHF simulcast and microwave system utilized by fire agencies, and law enforcement agencies operate on an 800MHz radio system. The VHF radio system is outdated and will require a major overhaul within the next 2 to 5 years as parts are no longer available. The merger to one dispatch center was recent. With the addition of Franklin County Fire agencies, Pasco Fire Department and Walla Walla Fire District #5, radio traffic has increased. It seems that the number of dispatch staff needs to be increased to handle the increased radio traffic and calls.

- **Other** – The District is reliant on neighboring fire agencies for structure fires as well as for ALS services. There is a need to have access to Water Tenders and Type 1 Engines.

- **Cooperative Agreements** – The District has mutual aid agreements with neighboring fire agencies. The District will implement or renew needed mutual aid agreements.

Fire District 6:

- **Capacity needs or deficiencies for addressing fire risks** - Need more volunteers and paid staff. Have six seasoned responders that are near retirement age. However, these few

volunteers respond to a majority of the calls for service. These precious few members are the "backbone" of our organization and are vital to our continued operation. New volunteers have recently joined our ranks but will require several years of training to be able to take on medical and fire responsibilities.

The District does not enjoy a large donating population. Fundraisers in our economically depressed area do not produce the donations needed to purchase equipment. The tax base and a small amount of ambulance income are all that is available to operate on.

The remaining budget priorities are placed on personal protective equipment, maintenance, ensuring apparatus are safe, training firefighters and training EMT's. Several fire stations owned by the District are thirty-five years old and require major repair.

- **Other** - Need weed abatement along the state, federal highways and railways. The overgrowth and close proximity of combustible vegetation causes multiple large fires every year. With our rural location, this can be detrimental to the person in need if we do not have the responders to help. Additional training would also be helpful. Due to rural location it is difficult to get outreach training for firefighter 1, wildland firefighter and Emergency Medical Technician.

9.2.5 *Prioritizing Public Facility Projects*

Prioritization of projects and programs can be difficult, so the County has established the following general guidance in prioritizing public facility projects, from highest to lowest priorities they include:

1. Repair existing public facilities to achieve or maintain LOS
2. Construct new or expanded public facilities to achieve or maintain LOS
3. Repair existing public facilities or construct new public facilities to eliminate hazards
4. Construct new or expanded public facilities to achieve or maintain LOS and other needs as forecasted during the next 6-years
5. Repair existing public facilities or construct new public facilities to reduce the operating cost of providing a public service or facility
6. Construct new facilities to provide excess capacity that will be needed beyond the next 6 years
7. All other facilities the County is obligated to complete that do not meet the criteria above

9.2.6 *Other Considerations*

County strategic goals, key objectives, and financial policies provide the broad parameters for development of the annual CIP. Additional considerations include the following:

- Does a project support the County Commissioners' strategic goals?
- Does a project qualify as a capital project as defined in the County Budget Policy and have an expected useful life of at least 5 years?

- Law and justice, including the operation and administration of the courts, jail, and sheriff's functions
- Juvenile justice facilities including detention
- Regional parks and recreational facilities
- Bi-county regional health and human services
- Drainage improvement districts for low lying areas along river mainstems
- Waste management
- Regional fairground facilities

9.5 Capital Improvement Plan

The CIP is a 6-year list of projects updated at least biannually and used by the County to identify, maintain, and pay for current and future infrastructure needs for services provided by the County. The County prepares a comprehensive capital projects list that correlates funding sources to needed improvements and identifies project funding. The CIP is reviewed and updated in conjunction with the County budget process. Each update to the County's CIP is adopted by reference into the Comprehensive Plan.

Because the CIP is a working document regularly amended, it is not included in its entirety as a part of the Comprehensive Plan but is incorporated by reference.

9.6 Siting of Essential Public Facilities (RCW 36.70A.200)

The GMA requires that the comprehensive plans of each county and city include a process for identifying and siting essential public facilities. Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities, state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes and secure community transition facilities. The OFM maintains a regional list of such facilities that are required to be built within the next 6 years. Because of their nature, these facilities may have large land parcel requirements and unique siting needs with regard to public services and transportation or produce noise and raise complex public health and safety concerns. These requirements and impacts would be imposed upon those living and working in the surrounding area of such facilities. Benton County shall provide land use zones that are compatible and development regulations that are consistent with the statutory requirements applicable to these facilities. The County uses a review process that allows citizen, city, and state agency input when such facilities are proposed. The siting process is summarized in Table 9-~~2~~1: Essential Public Facilities Siting Matrix.

Airports and heliports operated for the benefit of the public must be appropriately planned to assure that adjacent land uses are compatible. The Benton County Zoning Ordinance shall provide

Table 9-~~12~~
Essential Public Facilities Siting Matrix

Use: Essential Statewide Facility	Zone	SEPA	Public Utilities		Reviewing Board		Responsible Jurisdiction (local/ federal/ state)	Benton County Permits	Special Siting Criteria
			Water	Sewer	PC/ BOCC	BOA[1]			
Airport[2]	RL 5, GMA-AG, LI, HI	Yes	X	X	A/H Overlay	X	RTPO/FAA/WSDOT/ Ecology	BC-Building	Transportation access public services
State Education	UGAR, RL 5, GMA-AG	Yes	X	X		X	Ecology/DOH	BC-Building	Transportation access public services
State & Regional Transportation	All Zones	Yes				X	Ecology/WSDOT/RTPO	BC-Building Structures only	Public services structures only
State Correctional	HI, GMA-AG	Yes	X	X		X	Ecology/DOH	BC-Building	Transportation access public services
Solid Waste Handling	LI, HI, GMA-AG	Yes	X			X	Ecology	BC-Building	Transportation access public services
In-patient Health[3]	UGAR, RL 5	DOS[4]	X	X		X	Ecology/DOH/DSHS	BC-Building	Transportation access public services
Secure Community Transition[5]	HI	DOS	X	X		X	Ecology/DOH/DSHS	BC-Building	SCTF's land and cell access, not in close proximity to risk potential activities
Others as listed by OFM[6]	TBD[7]	DOS	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Notes:
Source: 2006 Benton County Comprehensive Plan, Appendix 4

1. Conditional Use Permit
2. Airport/Heliports are subject to the provisions of 11A.86
3. Substance abuse, mental health, and group homes
4. Depending on size of facility
5. SCTFs as required by RCW 36.70A.200 & RCW 71.09 (civilly committed sex offender housing)
6. Facilities listed by the OFM required or likely to be built within the next 6 years (RCW36.70A.200)
7. To be determined by Benton County Planning Department as projects are identified

A/H: Airport/Heliports
BC: Benton County
BOA: Board of Adjustment
BOCC: Board of County Commissioners
DOH: Department of Health
DOS: Determination of Significance
DSHS: Department of Social and Health Services
Ecology: Department of Ecology
FAA: Federal Aviation Administration
GMA-AG: Growth Management Act Agriculture
HI: Heavy Industrial
LI: Light Industrial
OFM: Office of Financial Management
PC: Planning Commission
RCW: Revised Code of Washington
RL: Rural Lands
RTPO: Regional Transportation Planning Organization
SCTF: Secure Community Transition Facility
SEPA: State Environmental Policy Act
TBD: To be determined
UGAR: Urban Growth Area Residential
WSDOT: Department of Transportation

11 References

Anchor QEA, 2016. *Port of Kennewick Comprehensive Scheme Update*. Resolution 2016-33 Exhibit 3. Prepared for the Port of Kennewick. Kennewick, Washington. November.

Benton Conservation District, 2015. *Quality Assurance Project Plan: Benton County Groundwater Nitrate Monitoring Study*. Grant Number: WQC-2016-BentCD-00102. September. Available from: https://fortress.wa.gov/ecy/publications/documents/1610028.pdf.

Benton County, 2014. Benton County Comprehensive Parks Plan 2014 – 2020. July.

Benton County, 2017. GIS Land Use data. Retrieved from http://www.co.benton.wa.us/pview.aspx?id=690.

Benton County, 2018, Community Wildfire Protection Plan.

Benton County, 2019, Natural Hazard Mitigation Plan.

BERK Consulting, 2016. Agricultural Land and Critical Area Mapping Update. Prepared by Lisa Grueter. July 15, 2016.

BERK Consulting, 2017. *Draft Work Plan and Adaptive Management Matrix*. Prepared for the Benton County VSP Work Group. June 23.

BFCG (Benton-Franklin Council of Governments), 2016. *2016 Regional Active Transportation Plan for Benton and Franklin Counties and Tri-Cities Urban Area*. Prepared for Benton-Franklin Council of Governments. June.

BFCG, 2017a. Comprehensive Economic Development Strategy Update. Prepared for Benton-Franklin Council of Governments. April.

BFCG, 2017b. Transition2040. Updated: 2017. Cited: August 4, 2017. Available from: http://bfcog.us/transition2040/.

DOE (U.S. Department of Energy), 1999. *Hanford Comprehensive Land-Use Plan Environmental Impact Statements*. DOE/EIS-0222D. Richland, Washington. September.

DOE, 2001. *Draft Hanford Industrial Mineral Resource Management Plan*. DOE/RL-2000-61. Richland, Washington.

DOE, 2015. *Supplemental Analysis of the Hanford Comprehensive Land-Use Plan Environmental Impact Statement*. DOE/EIS-0222-SA-02. Richland, Washington. April.

Appendix H-4
Washington State Highway Inventory within ~~Build-Out of~~ Benton County and 2028 Forecast and Level of Service Analysis ~~Comprehensive Plan Land Use Assumptions - 2028 AADT~~

Appendix M

~~Comment Response Matrix~~ Benton County Community Wildfire Protection Plan (2018)

Appendix N
Benton County Natural Hazard Mitigation Plan (2019)

Appendix ~~M~~O
Comment Response Matrix

EXHIBIT LIST FOR OA 2019-002
Zoning Ordinance Amendment for Futurewise Settlement Agreement

Planning Commission Memo Exhibit List - December 10, 2019			
			DATED
PCM 1 Includes:	PCM 1.1	Planning Department Staff Memo	November 22, 2019
	PCM 1.2	Resolution 2019-276	September 25, 2018
	PCM 1.3	Draft Ordinance	
	PCM 1.4	Notice of Public Hearing	November 19, 2019
Planning Commission Hearing Exhibit List - December 10, 2019			
PCH 1	PCH 1.1	Comments from Futurewise	December 10, 2019
Board of County Commissioners Memo Exhibit List - January 14, 2020			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	December 16, 2019
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Draft Ordinance	
	BCCM 1.4	Planning Commission Findings	December 10, 2019
	BCCM 1.5	Planning Commission Audio Recording	December 10, 2019
	BCCM 1.6	Public Hearing Notice	December 20, 2019
Board of County Commissioners Hearing Exhibit List - January 14, 2020			
BCCH 1 Includes:	BCCH 1.1		
	BCCH 1.2		

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing
BCCM = County Commissioner Memo Exhibits
BCCH = Exhibits submitted during Hearing

AGENDA ITEM	TYPE OF ACTION NEEDED		Consent Agenda	
MTG. DATE: January 14, 2020	Execute Contract		Open Record Hearing	X
SUBJECT: Public Hearing- Amendment to the Benton County Zoning Ordinance	Pass Resolution	X	1st Discussion	
	Pass Ordinance	X	2nd Discussion	
MEMO DATE: December 16, 2020	Pass Motion	X	Other	
Prepared By: Greg Wendt	Other			

BACKGROUND INFORMATION

The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

Benton County approved its periodic update of its Zoning Ordinance on September 25, 2018 (Ordinance 611/Resolution 2018-686).

On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

SUMMARY

To comply with Benton County Resolution 2019-276, the Benton County Planning Department is proposing an amendment to the Benton County Zoning Ordinance. The proposed amendment adds language in 11.42.040 which references the new Benton County Rural Water Supply Program (Title 15 BCC).

RECOMMENDATION

Process and Procedures:

It is the recommendation of the Planning Department that the Board of County Commissioners conduct an open record hearing as indicated above on Tuesday, January 14, 2020, review all testimony that has been previously submitted to the Planning Commission, the Planning Commission recommendation, and enter that information into the record by reference.

Planning Commission recommendation:

At the conclusion of an open record hearing on December 10, 2019, the Planning Commission voted 5-0 to forward a positive recommendation to the Board of County Commissioners subject to the eight (8) findings of fact (Findings and Conclusions).

FISCAL IMPACT - None.

MOTION

If the Board agrees with the Planning Commission, a motion can be made to adopt the Planning Commission's Recommendation, Findings and Conclusions as the Board's own and approve Ordinance Amendment OA 2019-002 - BCC 9.02.100, to comply with Resolution 2019-276.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING: AN AMENDMENT TO ORDINANCE 611 RELATING TO BUILDING PERMITS; AMENDING ORDINANCE 611, SECTION 165 AND BCC 11.42.040 TO COMPLY WITH THE FUTUREWISE SETTLEMENT AGREEMENT AND COUNTY RESOLUTION 2019-276.

WHEREAS, the Planning Commission did conduct an open record hearing on December 10, 2019 at 6:00 p.m. in the Hearing Room, Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350 to consider an amendment to the 2017 Periodic Update of the Benton County Zoning Ordinance; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted at the continued hearing and after discussion voted to recommend approval of an amendment to the 2017 Periodic Update of the Benton County Zoning Ordinance to comply with the Futurewise Settlement Agreement and County Resolution 2019-276; and

WHEREAS, the Planning Commission recommendation of approval of Benton County's amendment to the Zoning Ordinance is set forth in the attached Planning Commission Recommendation, Findings of Fact and Conclusions that are attached as BCCM 1.4; and,

WHEREAS, the Planning Commission's positive recommendation for the amendment to the Zoning Ordinance has been forwarded to the Board of County Commissioners for review; and,

WHEREAS, the Board of County Commissioners did conduct their own open record hearing on January 14, 2020, in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350, to take testimony on the amendment and review the Planning Commission's recommendation. The legal notification was published on January 2, 2020 and copies of the notice mailed and emailed to those interested parties as noted in the file maintained in the Planning Department; and,

WHEREAS, the Board did review the Planning Commission and staff recommendations, the testimony and the proposed ordinance; and,

WHEREAS, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt said amendment to the Zoning Ordinance; and,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners adopts the Planning Commission's Recommendations, Findings of Fact and Conclusions dated December 10, 2019 and attached as BCCM 1.4 as their own; and,

BE IT FURTHER RESOLVED by the Benton County Board of Commissioners that Ordinance No. _____ an ordinance relating to Zoning and General Use Regulations, specifically

Building Permits, amending Ordinance 611, Section 165 and BCC 11.442.040 to comply with the Futurewise Settlement Agreement and County Resolution 2019-276, be adopted and shall take effect and be in full force immediately upon the date of approval and adoption.

Dated this 14th day of January 2020.

_____
Chairman of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Amendment to Benton County Zoning Ordinance to comply with Settlement Agreement (County Res. 2019-276)

File No. OA 2019-002

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

In the matter of County Planning, the Benton County Planning Commission recommends the zoning ordinance amendment application by Benton County to comply with the Settlement Agreement (Benton County Resolution 2019-276) between Futurewise and Benton County be approved subject to eight (8) Findings of Fact.

RESOLUTION

WHEREAS, legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019.

WHEREAS, a public hearing was held before the Planning Commission on December 10, 2019.

WHEREAS, the following members were present, Martin Sheeran, Tammara McKeirnan, Lloyd Coughlin, Brian Skills, and Leo Perales.

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five (5) members in favor with two (2) members absent to recommend approval of a zoning amendment by Benton County to comply with County Resolution 2019-276.

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

3. On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act.

FuturewWise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60-day review) on November 5, 2019 of the application to amend the Benton County Zoning Ordinance.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Zoning Ordinance (County Resolution 2018-686/Ordinance 611).

8. The proposed amendments add language in 11.42.040 which references the need to comply with the new Benton County Rural Water Supply Program in Title 15 BCC.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated November 22, 2019 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to a zoning ordinance amendment proposed by the Benton County is hereby recommended to be APPROVED.

Mark Sheeran 12-13-2019

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

ORDINANCE NO._____

AN ORDINANCE relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040.

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

SECTION 1. Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows:

BUILDING PERMITS.

(a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((~~first obtaining a permit in writing from a county official duly authorized for this purpose.~~)) complying with Title 3 of the Benton County Code.

((~~(b) The application for such permit and regulations governing construction, shall be as prescribed by the Benton County Building Code.~~))

((~~(c)~~)) (b) For ((~~buildings that need~~)) building permit applications that will necessitate potable water, evidence of an adequate water supply shall be submitted in accordance with RCW 19.27.097 and, if applicable, compliance with Ordinance ____.

SECTION 2. 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.

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Amendment to Benton County Zoning Ordinance to comply with Settlement Agreement (County Res. 2019-276)

File No. OA 2019-002

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

In the matter of County Planning, the Benton County Planning Commission recommends the zoning ordinance amendment application by Benton County to comply with the Settlement Agreement (Benton County Resolution 2019-276) between Futurewise and Benton County be approved subject to eight (8) Findings of Fact.

RESOLUTION

WHEREAS, legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019.

WHEREAS, a public hearing was held before the Planning Commission on December 10, 2019.

WHEREAS, the following members were present, Martin Sheeran, Tammara McKeirnan, Lloyd Coughlin, Brian Skills, and Leo Perales.

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five (5) members in favor with two (2) members absent to recommend approval of a zoning amendment by Benton County to comply with County Resolution 2019-276.

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

3. On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act.

FuturewWise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60-day review) on November 5, 2019 of the application to amend the Benton County Zoning Ordinance.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Zoning Ordinance (County Resolution 2018-686/Ordinance 611).

8. The proposed amendments add language in 11.42.040 which references the need to comply with the new Benton County Rural Water Supply Program in Title 15 BCC.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated November 22, 2019 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to a zoning ordinance amendment proposed by the Benton County is hereby recommended to be APPROVED.

Mark Sheeran 12-13-2019

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

The Audio Recording of the Planning Commission meeting for December 10, 2019 can be found on the County Website, on the Planning Commission agenda page for December 2019.

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
planning.department@co.benton.wa.us
co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS before the Board of County Commissioners in the matter of the 2017 Periodic update of the County Comprehensive Plan: proposed amendments to the land use maps and text of the Benton County Comprehensive Plan, BCC Title 9- Subdivision Regulations and BCC Title 11-Zoning in a manner that would resolve a Petition for Review filed by Futurewise. After negotiations, the County and Futurewise developed a settlement on the above-mentioned Petition for Review that was approved by the Board of County Commissioners in Resolution 2019-276. A

The Board will consider amendments to the 2017 Comprehensive Plan amending Ordinance 600 as noted below and to BCC Title 9 Subdivision Regulations (File No. OA 2019-00**3**) amending Ordinance 612, Section 11 and BC 9.02.100 and to BCC Title 11-Zoning (File No. OA 2019-00**2**) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 at a public hearing Tuesday, January 14, 2020 at 9:00 a.m., in the Board Meeting Room, Third Floor, Courthouse, Prosser WA. The Board will consider all comments received and make their recommendation to the Board of County Commissioners (BOCC). The BOCC will then conduct a hearing to consider and act upon the Planning Commission's recommendation.

The Board will also consider an Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code. See the summary of the proposed ordinance below. The proposed Rural Water Supply Program requires new housing units relying on permit exempt wells located in a certain portion of WIRA 27 to fully mitigate the impacts such wells will have on the main stem of the Yakima River.

NOTICE IS FURTHER GIVEN that draft land use maps and related documents for the 2017 Comprehensive Plan Amendment-Ordinance 600 may be viewed on the County's website at http://tinyurl.com/2017compplan, a summary of those changes follows this notice. The documents for Ordinances OA 2019-002 and 2019-003 can be found on our public notices pages at http://tinyurl.com/BCpublicnotice along with the Ordinance for the Rural Water Supply Program.

Copies may be requested by calling or writing the planning office using the information below. Any comments regarding the proposed hearings may be made at the above hearings or submitted in writing. All written comments submitted by mail should be sent to: Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910, and received by the Planning Department no later than January 13, 2020. Comments may also be submitted by email to planning.department@co.benton.wa.us by 3:00 p.m. January 13, 2020.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such

disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated this 20th day of December 2019.

JAMES BEAVER, Chairman
Board of County Commissioners

GREG WENDT,
Planning Manager

Publish date: January 1, 2020

Proposed Changes 2017 Comprehensive Plan - Ordinance 600

Draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan

1. New policies the Rural Lands-Section 2.2.3 pages 14-16; (PCM 1.5)
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; (PCM 1.6)
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30); (PCM 1.7)
4. Housekeeping edits to pages 36 and 52 to correct an acreage amount (PCM 1.8)
5. Housekeeping edits to page 95 to correct estimated number of new homes needed (PCM 1.9)
6. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110; (PCM 1.10)
7. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122; (PCM 1.11)
8. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143(PCM 1.12)
9. Addition to the References section-page 154; (PCM 1.13)
10. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis; (PCM 1.14)
11. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners); and (PCM 1.15)
12. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16)
13. Letter Change from Appendix M to Appendix O (Comment Response Matrix) (PCM 1.17)

OA 2019-00**2** Proposed Changes to BCC Title 11-Zoning relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040

Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows: BUILDING PERMITS - (a) a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((first obtaining a permit in writing from a county official duly authorized for this purpose.)) complying with Title 3 of the Benton County Code. (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

OA 2019-003 Proposed Changes to BCC Title 9 Subdivision Regulations relating to water supply; amending Ordinance 612, Section 11 and BC 9.02.100.

Ordinance 612, Section 11 and BCC 9.02.100(b) are hereby amended to read as follows: (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent ~~with~~h RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code.

SECTION 1 TITLE. Adding a new chapter to the Benton County Codes entitled Rural Water Supply Program.

SECTION 2 PURPOSE. To protect the public health, safety and welfare of the citizens of Benton County, and to comply with the requirement of Growth Management Act.

SECTION 3 APPLICABILITY. This chapter shall only apple to development of parcels for residential uses which are located with that portion of unincorporated Benton County that drain to the Yakima River within WIRA 37.

SECTION 4 DEFINITIONS. Definitions for Dwelling Unit, Irrigation District and Water Resource Inventory Area 37 are being added.

SECTION 5 CREATION AND USE OF COUNTY WATER BANK. This section refers to water rights acquired by Benton County and put into trust with the State.

SECTION 6 BUILDINGS PERMITS FOR DWELLING UNITS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 7 APPLICATION OF SHORT SUBDIVISIONS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 8 MITIGATION CERTIFICATES FROM THE COUNTY. This section outlines the process for obtaining mitigation certificates.

SECTION 9 CONSUMPTIVE USE OF WATER. Sets forth the amount of consumptive use of water under each type of Mitigation Certificate issued.

SECTION 10 METERING REQUIREMENTS. This Section list the requirements for metering on wells.

SECTION 11 ADMINISTRATION This section lists the Benton County Planning Dept. and the Benton County Building Dept. and authorized representatives who shall have responsibility to administrate and enforce this chapter.

SECTION 12 VIOLATIONS-INFRACTIONS-MISDEMEANOR. This section outlines the violations criteria for this chapter.

SECTION 13 INJUNCTIVE RELIEF. This allows Benton County to seek injunctive relief on violations of this chapter.

SECTION 14 VIOLATIONS-INVESTIGATIONS-EVIDENCE. Allows inspection of parcels that are in violation of this chapter.

SECTION 15 FAILURE TO PROVIDE INFORMATION IDENTIFYING PERSON. Willful refusal to provide information required in Section 14 is a misdemeanor.

SECTION 16 NOTICE OF INFRACTION - SERVICE. This section allows a Notice of Infraction for the first violation to be served personally upon the person named in the notice or filed with the court for service.

SECTION 17 FORM-CONTENTS This section list the needed information on a notice of infraction.

SECTION 18 FILING-HEARING IN DISTRICT COURT. Allows an infraction for be determined by either district or superior court.

SECTION 19 DETERMINATION INFRACTION COMMITTED Unless contested, the notice of infraction represents a determination that the person to whom the notice was issued committed the infraction.

SECTION 20 RESPONSE-REQUESTING A HEARING-FAILURE TO RESPOND OR APPEAR-ORDER SET ASIDE. List information for responding to an infraction.

SECTION 21 PERSON'S REFUSAL TO SIGN-MISDEMEANOR. It is a misdemeanor for a person served to refuse to sign a written promise to respond to the notice of infraction.

SECTION 22 PERSON'S FAILURE TO RESPOND-MISDEMEANOR. It is a misdemeanor for a person served to fail to respond a written promise to respond to the notice of infraction.

SECTION 23 REPRESENTATION BY ATTORNEY. A person subject to proceedings under this chapter may appear or be represented by counsel.

SECTION 24 INFRACTION-HEARING-PROCEDURE-BURDEN OF PROOF-ORDER-APPEAL Sets forth criteria on hearings for infractions.

SECTION 25 EXPLANATION OF MITIGATING CIRCUMSTANCES. A hearing may be held to allow a person to explain mitigating circumstances on an infraction.

SECTION 26 CIVIL PENALTY-INFRACTION. A civil penalty imposed by the court under this chapter is immediately payable.

SECTION 27 VIOLATION PENALTIES. Sets dollar amounts for penalties.

SECTION 28 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.

SECTION 29 EFFECTIVE DATE The effective date of this ordinance shall be February 1, 2020.

April Brown PCH 1.1

From:	Alison Cable <alison@futurewise.org>
Sent:	Tuesday, December 10, 2019 10:32 AM
To:	Planning Department; Donna Hutchinson
Cc:	Alex Brennan; Tim Trohimovich; Kate Brunette
Subject:	[EXTERNAL] Futurewise Comment Let to PC Comp Plan and DR Amendments to Comply with Settlement Dec 9 2019.docx
Attachments:	Futurewise Comment Let to PC Comp Plan and DR Amendments to Comply with Settlement Dec 9 2019.pdf

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Sheeran and Planning Commissioners:

Thank you for the opportunity to comment on the amendments to the comprehensive plan and development regulations. We appreciate the work that County staff and officials have put into the settlement agreement and resulting policy improvements. These efforts will help protect rural residents, and our water resources from negative impacts. Our hope is that other jurisdictions in Eastern Washington facing limited water resources and rapid growth will look to Benton County's leadership on this issue.

Thank you for considering our comments. If you require additional information, please contact Alison Cable at telephone (206) 343 0681 Ext. 114 and email: alison@futurewise.org or Tim Trohimovich at telephone (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Alison Cable
Tri-Cities Program Manager

future wise
206-343-0681 x114
connect:
futurewise.org

816 Second Ave, Suite 200, Seattle, WA 98104
p. (206) 343-0681
futurewise.org

December 10, 2019

Mr. Martin Sheeran, Chairman
Benton County Planning Commission
Benton County Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, Washington 99320

Dear Chair Sheeran and Planning Commissioners:

Subject: Comments on the 2017 Comprehensive Plan amending Ordinance 600 to comply with Res. 2019-276 and satisfy the settlement with Futurewise, BCC Title 9 Subdivision Regulations(File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 to comply with Res. 2019-276 & satisfy the settlement with Futurewise, and BCC Title 11-Zoning(File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 to comply with Res. 2019-276 and satisfy the settlement with Futurewise.

Sent via email to: planning.department@co.benton.wa.us; Donna.Hutchinson@co.benton.wa.us

Thank you for the opportunity to comment on the amendments to the comprehensive plan and development regulations. Futurewise works throughout the State to support land-use policies that encourage healthy, equitable, and opportunity-rich communities, and that protect our most valuable farmlands, forests, and water resources. Futurewise has members across Washington State including Benton County.

We agree that the proposed amendments are consistent with Sections 3 and 4 of our settlement agreement with Benton County. Section 3B of the settlement agreement. provides that "Benton County will consider adopting the *Eastern Washington Storm Water Manual* by reference as a development regulation." Adopting the *Eastern Washington Storm Water Manual* as a development regulation will protect water quality, reduce localized storm water flooding, and protect residents and property owners. We encourage Benton County to adopt the *Eastern Washington Storm Water Manual* by reference as a development regulation.

Additionally, we strongly support the County's efforts to protect water quality by maintaining vegetative cover, limiting impervious surfaces, and encouraging Low Impact Development. Low Impact Development (LID) strategies mimic natural hydrologic conditions by emphasizing, conservation and use of on-site natural features to protect water quality.

We appreciate the work that County staff and officials have put into the settlement agreement and resulting policy improvements. These efforts will help protect rural residents, and our water resources from negative impacts. Our hope is that other jurisdictions in Eastern Washington facing limited water resources and rapid growth will look to Benton County's leadership on this issue.

Thank you for considering our comments. If you require additional information, please contact Alison Cable at telephone (206) 343 0681 Ext. 114 and email: alison@futurewise.org or Tim Trohimovich at telephone (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Very Truly Yours,

Alison Cable

Alison Cable
Tri-Cities Program Manager

Tim Trohimovich, AICP
Director of Planning & Law

Enclosures

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

CASE FILE:	OA 2019-002 (Zoning Ordinance- Settlement Agreement)
MEMO DATE:	November 22, 2019
HEARING DATE:	December 10, 2019
APPLICANT:	Benton County
OWNER:	N/A
LOCATION:	Benton County
PROPERTY SIZE:	N/A
AREA TO BE USED:	N/A
LAND USE:	N/A
COMP. PLAN:	N/A
ZONING:	N/A
SUGGESTED STAFF RECOMMENDATION:	Staff recommends that the Planning Commission forward to the Board of County Commissioners a recommendation to amend the Benton County Zoning Ordnance and comply with Resolution 2019-276 subject to eight (8) findings of fact.

BACKGROUND INFORMATION

The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

Benton County approved its periodic update of its Zoning Ordinance on September 25, 2018 (Ordinance 611/Resolution 2018-686).

On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276 (PCM 1.2).

APPLICATION DESCRIPTION

To comply with Benton County Resolution 2019-276, the Benton County Planning Department is proposing an amendment to the Benton County Zoning Ordinance. The proposed amendment (PCM 1.3) adds language in 11.42.040 which references the new Benton County Rural Water Supply Program (Title 15 BCC).

This amendment includes:

11.42.040 BUILDING PERMITS.

(a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((~~first obtaining a permit in writing from a county official duly authorized for this purpose.~~)) complying with Title 3 of the Benton County Code.

((~~(b) The application for such permit and regulations governing construction, shall be as prescribed by the Benton County Building Code.~~))

((~~(c)~~)) (b) For ((~~buildings that need~~)) building permit applications that will necessitate potable water, evidence of an adequate water supply shall be submitted in accordance with RCW 19.27.097 and, if applicable, compliance with Ordinance ____.

PUBLIC NOTICE

1. Legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019 (PCM 1.4).
2. A public hearing was held before the Planning Commission on December 10, 2019.

d

AGENCY COMMENTS

1. Benton County Planning Department: The Planning Department analyzed and developed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, the County-Wide Planning Policies, Benton County Resolution 2019-276 (Agreement with Futurewise) and other regulations adopted by Benton County as applicable.

CRITERIA FOR FINDINGS OF FACT

1. Benton County Zoning Code (County Resolution 2018-686/Ordinance 611)

2. Benton County Comprehensive Plan

3. Growth Management Act (RCW 36.70A)

4. Benton County Resolution 2019-276 (Agreement with Futurewise)

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings and conditions for OA 2019-002.

The Benton County Planning Department recommends that the Planning Commission forward a recommendation of approval to the Benton County Board of Commissioners for application OA 2019-002, with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Comprehensive Plan on February 13, 2018 (Ordinance 600/Resolution 2018-0137).

3. On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60-day review) on November 5, 2019 of the application to amend the Benton County Zoning Ordinance.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Zoning Ordinance (County Resolution 2018-686/Ordinance 611).

8. The proposed amendments add language in 11.42.040 which references the need to comply with the new Benton County Rural Water Supply Program in Title 15 BCC.

SUGGESTED MOTION:

I move that the Planning Commission forward a recommendation of approval for proposed application OA 2019-002 subject to the eight (8) Findings of Fact listed in the Staff Report dated November 22, 2019 to the Benton County Board of Commissioners, and that the Chairman along with the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

RESOLUTION 2019 276

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESOLVING THE APPEAL OF BENTON COUNTY'S 2017 COMPREHENSIVE PLAN PERIODIC UPDATE

WHEREAS, on February 13, 2018, the Board of Benton County Commissioners adopted Resolution 2018-137 and Ordinance 600 to enact the 2017 Comprehensive Plan Periodic Update; and

WHEREAS, on April 18, 2018, Futurewise, a Washington non-profit corporation, executed and subsequently filed with the Growth Management Hearings Board a Petition for Review with the Growth Management Hearings Board to challenge the compliance of Benton County Resolution 2018-137 and Ordinance 600 with the Growth Management Act; and

WHEREAS, after negotiation, Futurewise and the Board of County Commissioners have developed an agreement pursuant to which Futurewise agrees to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to its comprehensive plan and additional development regulations to implement certain measures to protect the rural water supply; and

BE IT RESOLVED, that the Chairman is authorized to sign and have delivered to Futurewise the attached Settlement Agreement between Futurewise and Benton County to establish a framework to potentially resolve the matter of *Futurewise v. Benton County,* Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004.

Dated this 2nd day of April, 2019.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Settlement Agreement between Futurewise and Benton County

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into this 2 day of April, 2019, by and between the Appellant, Futurewise, a Washington non-profit corporation, and Respondent, Benton County, a Washington state municipal government ("County"), for the purpose of resolving and settling all claims associated with Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

NOW THEREFORE, FOR GOOD AND FAIR CONSIDERATION, FUTUREWISE AND BENTON COUNTY AGREE AS FOLLOWS:

Section 1. Requirement to Dismiss.

A. Within 15 days of the completion of the tasks and adoption of the development regulations referenced in Sections 2 and 3.B, and the amendments to the comprehensive plan referenced in Sections 3 and 4 of this Settlement Agreement, Futurewise shall cause to be dismissed with prejudice the appeal with the caption *Futurewise v. Benton County*, Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004. Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004 is Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

B. This dismissal will be accomplished through a joint stipulation executed by Futurewise and Benton County or any other means authorized by Growth Management Hearings Board rules of practice and procedure.

Section 2. Provisions to Protect Surface and Ground Water.

Benton County will consider adopting and implementing the following measures for the protection of the quality and quantity of ground and surface water.

A. Permanent regulations will be considered that will require new development relying on permit-exempt wells proposed to be located within a certain portion of Water Resource Inventory Area (WRIA) 37 to fully mitigate the impacts of such wells on the main stem of the Yakima River resulting from the consumptive use of water by such wells for housing unit needs by meeting the criteria set forth below:

(i) The geographic area subject to these regulations will only be that portion of WRIA 37 located in Benton County that drains to the Yakima River and not the Columbia River. That geographic area

is depicted on the attached Exhibit A. The area is hereafter referred to as the "mitigated area."

(ii) Benton County has acquired and may continue to acquire surface water rights with a priority date pre-May 10, 1905, in the Yakima River Basin. Mitigation of the consumptive water use of permit-exempt wells in the mitigated area to be considered will be accomplished by placing such water rights in trust with the State of Washington for instream flows within or upstream of WRIA 37.

(iii) For every building permit issued after February 13, 2018, and prior to the adoption of the regulations set forth below in subsection (iv), that requires potable water from a permit-exempt well located in the mitigated area, Benton County will reserve 200 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel within an irrigation district and 300 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel not within an irrigation district from a water right placed in trust by the County.

(iv) The permanent regulations to be considered will require new applicants for subdivisions and residential building permits that seek to use permit-exempt wells located in the mitigated area for potable water supply to provide evidence of mitigation in the following form as a condition to final plat approval and building permit approval: (1) acquisition of a mitigation certificate from the County for up to a certain number of gallons per day per parcel (annual daily average) for indoor only water usage for each residence; or (2) acquisition of a mitigation certificate from the County for up to a certain larger number of gallons per day per parcel (annual daily average) for indoor and outdoor water usage for each residence if the parcel on which the development is proposed is not located within an irrigation district.

(v) The County will consider regulations that will only allow the issuance of a mitigation certificate if the aggregate of water usage allotted by all mitigation certificates issued by the County, in addition to the water reserved under subsection (iii) above, will not exceed the amount of water placed into trust by the County.

B. The County further agrees that prior to the adoption of the permanent regulations set forth in section A above, it will approve long plat applications submitted after the effective date of this Agreement that seek to rely on permit-exempt wells within the mitigated area only if a condition is required that a statement be placed on the face of the plat indicating that no building permits will be issued for any of the lots within the plat without first obtaining mitigation certificates for the lot for which a building permit is sought.

*Note: Code provisions to address the deleted §2.B already have been adopted in Benton County Ordinance 611, section 165(c), and Ordinance 612, section 11(b). Those

sections will be considered for further amendment at the same time as the regulations in 2.A above to make BCC 9.02.100 and BCC 11.42.040 only applicable to unincorporated areas not covered by the regulations referred to above in section 2.

Section 3. Measures to Protect Rural Character.

A. Benton County will consider amendments to the Rural Element/Land Use Element of its Comprehensive Plan to add policies governing rural development. The policies shall be equivalent in substance and effect to the provisions listed below, but Futurewise and Benton County (the parties) recognize that changes in location, order, formatting, numbering, and wording that do not change the substance may occur as part of the comprehensive plan amendment process.

- New Policy: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

- New Policy: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

- New Policy: Rural development shall provide adequate water for domestic use. When feasible, rural developments will be encouraged to utilize existing community systems with adequate availability for domestic water and sewage disposal.

- New Policy: New groundwater uses must provide evidence that the proposed water source is physically and legally available. Groundwater uses and withdrawals, including the issuance of building permits and the approval of land divisions, must be consistent with RCW 90.44.050, and with applicable rules adopted pursuant to RCW 90.22 and 90.54.

- New Policy: Provide public services consistent with rural character. Rural developments will not impact existing public facilities/services to the extent that the level of service for that facility is reduced below the adopted threshold and/or acceptable operation capacity. Rural developments should occur where adequate access to transportation systems, and rural levels of utilities and facilities, such as domestic water, power, and fire and police protection are available.

- New Policy: Rural development shall minimize potential adverse impacts to water quality, slope stability, vegetation, wildlife and aquatic life as implemented through the County's critical area regulations, shoreline master program, and hydrology manual.

- New Policy: Support the availability of sufficient water to maintain the agricultural industry and agricultural processing and value-added manufacturing.

- New Policy: Encourage long-term conservation, adequate water supply, and the wise stewardship of natural resources within Benton County for the benefit of current and future residents.

- New Policy: Encourage the continued communication with irrigation districts, legislature, and other responsible entities to ensure that adequate irrigation water is available for agricultural uses.

- New Policy: Encourage the use of low-impact development (LID) measures in the Eastern Washington Low Impact Development Guidance Manual and their application to urban development, urban and rural subdivisions, and large rural developments in Benton County.

- New Policy: Support on-site infiltration in rural areas for new lots, subdivisions and developments by promoting storm water best management practices. Promote the retention of existing native vegetative cover in landscaping plans for areas zoned Rural Lands One Acre (RL-1), Rural Lands Five Acre (RL-5), Rural Lands Twenty Acre (RL-20), and Planned Development (PD) zones applied to any of these zones. Where the proposed development will not be precluded, limit impervious surfaces that are not infiltrated on-site for all new development in the zoning districts listed above to no more than ten percent and require the retention of 45 percent vegetative cover, which may include native or non-native species, provided soil infiltration/filtration properties are maintained.

- New Policy: Support and encourage the use of and application of Firewise principles and other fire risk reduction measures consistent with the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan to reduce fire risk for urban development, urban subdivisions, rural subdivisions and large rural developments susceptible to wildfires. Encourage the implementation of the Firewise principles, or similar best management measures, applicable to individual lots on all lots at risk from wildfires.

- Adopt by reference as an appendix to the Comprehensive Plan, the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan, as amended.

B. Benton County will consider adopting the Eastern Washington Storm Water Manual by reference as a development regulation.

C. If the regulations set forth in Section 2 and the Comprehensive Plan amendments and the regulation listed above in Section 3 are adopted and implemented, Benton County will commit to the following practices regarding low impact development and Firewise principles for at least ten (10) years from the effective date of the dismissal of the appeal as set forth in Section 1:

- Include informational materials related to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials as an attachment/supplemental to the County's land use, road approach and building permit application materials to be utilized as a resource for landowners.

- Include on the County's website (Planning, Public Works and Building) links to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials to be utilized as a resource for landowners.

Section 4. Modification of the Capital Facilities Plan Element, the Capital Improvement Plan, and the Transportation Element of Benton County Comprehensive Plan.

A. Benton County will consider amending the applicable parts of Chapter 2 – Goals and Policies, Chapter 9 Capital Facilities Element, and Appendix J – Capital Improvement Plan, 2017 – 2022, and include an inventory or reference to an inventory of existing public facilities owned by public entities, a forecast of future needs, the proposed location and capacities of expanded or new public facilities, and a six-year financing plan for capital facilities that is within the projected funding capacities for publicly owned water systems, fire districts, municipal emergency services providers, and school systems, as applicable.

B. Benton County will consider including in its Capital Facilities Plan Element/Capital Improvement Plan and Transportation Element the Ben-Franklin Transit capital facilities, level of service standards, service areas, and recommendations for additional service.

C. In addition, Benton County will agree to conduct an analysis of the adequacy of the firefighting capabilities and consider amendments to the Capital Facilities Plan Element if it determines such amendments are needed to maintain adequate firefighting capabilities on the borders of the UGAs and the rural areas within the county.

D. Benton County will consider amending Appendix H to more clearly describe the land use assumptions used in the analysis. In addition, Benton County will coordinate with the Washington State Department of Transportation (WSDOT) and Benton-Franklin Council of Governments (BFCOG) in conducting a more detailed evaluation of the estimated traffic impacts of projected growth on state-owned facilities and the facility and service needs stemming from future population demands on state owned facilities, and amend Appendix H, as needed.

Section 5. Attorneys' Fees and Costs.

Each party hereto shall bear its own attorneys' fees and costs.

Section 6. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between Futurewise and Benton County, shall supercede any and all prior written and/or oral agreements, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. No other understandings, oral or otherwise, shall be deemed to bind any of the parties hereto.

Section 7. Remedy for Breach.

For any breach of this Settlement Agreement all remedies in law and equity shall be available including the remedy of specific performance.

Section 8. Amendment.

This Settlement Agreement may not be modified or amended except by the written agreement of the parties.

Section 9. Governing Law.

This Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington.

Section 10. Authorization.

Each person signing this Settlement Agreement represents and warrants that he or she has authority to sign this Settlement Agreement on behalf of and to bind the party represented, and that any necessary conditions precedent to the execution of this Settlement Agreement on behalf of the party represented have been satisfied.

Section 11. Counterparts.

A. This Settlement Agreement may be executed in counterparts and each executed counterpart shall have the same force and effect as the original instrument and as if all of the parties to the counterparts had signed the same instrument.

B. Electronic facsimile signatures and/or electronically scanned signatures shall be sufficient to demonstrate a party's assent to this Settlement Agreement.

Section 12. Effective and Expiration Dates.

A. This Settlement Agreement shall be effective on the later of the dates it is signed by the parties.

B. This Settlement Agreement shall expire on the day after the day the Growth Management Hearings Board dismisses *Futurewise v. Benton County*, Growth

Management Hearings Board Eastern Washington Region Case No. 18-1-0004. No cause of action shall accrue under this Settlement Agreement with respect to actions by Benton County regarding any comprehensive plan amendments or amendment or repeal of development regulations adopted after this Settlement Agreement expires. This provision does not limit in any way the rights of Futurewise to challenge such actions under the provisions of the Growth Management Act.

BENTON COUNTY

By: Shon Small

Its: Chairman

Signed this 2 day of April, 2019.

FUTUREWISE

By: Chris Wierzbicki

Its: Executive Director

Signed this 29th day of March 2019.

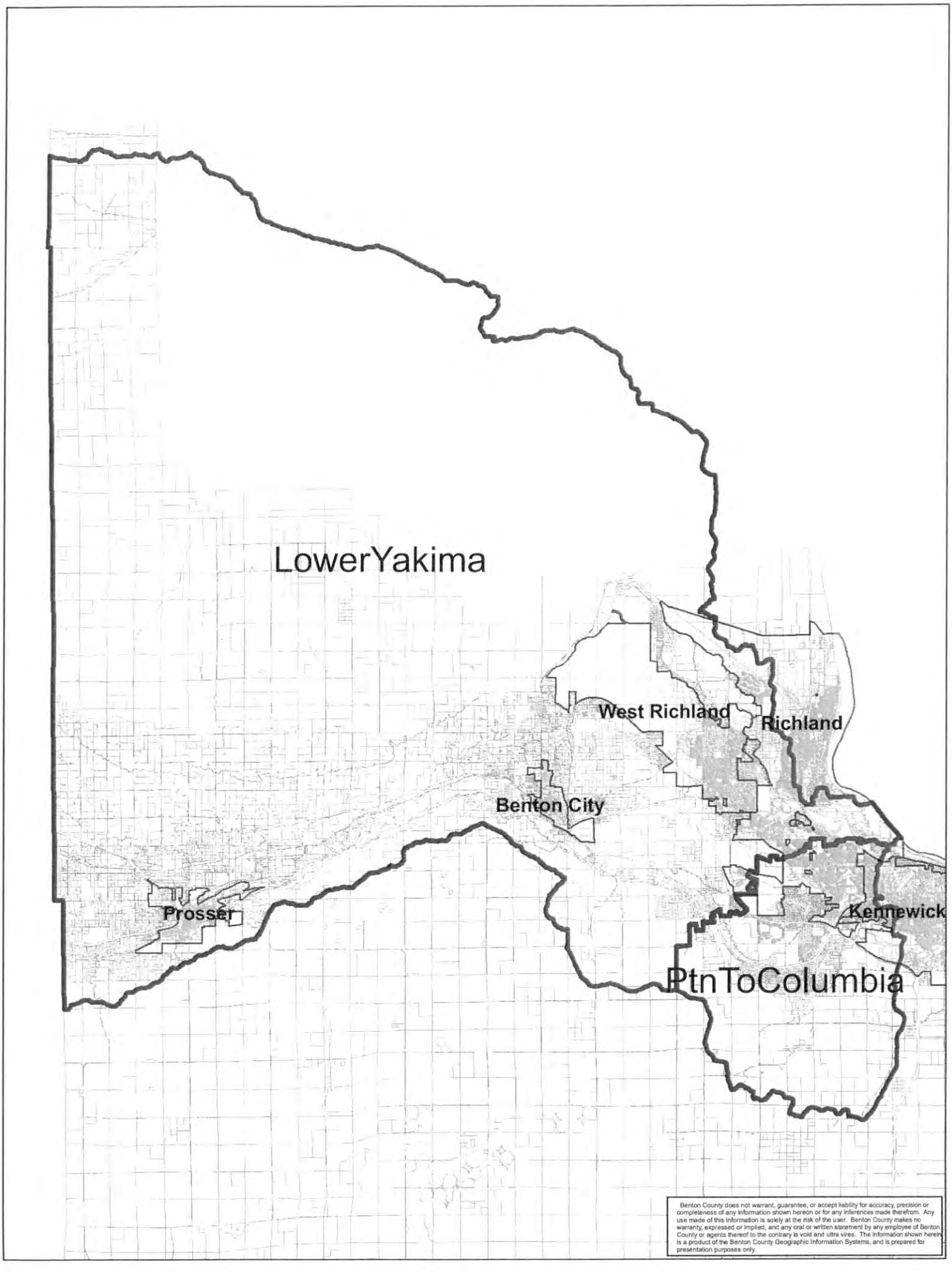
Approved as to form:

By: Ryan K. Brown

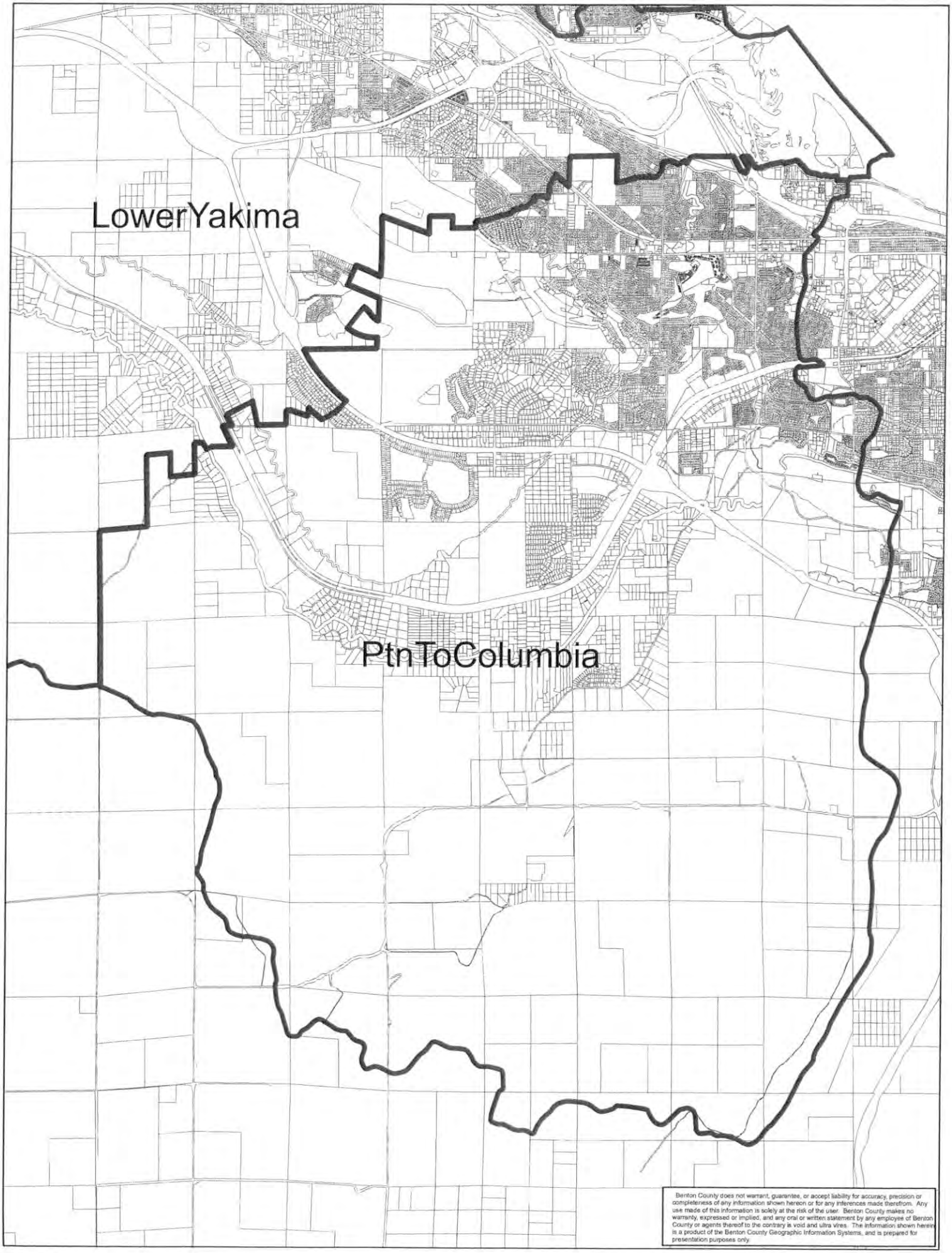
Its: DPA

EXHIBIT A

(2 pages)



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

ORDINANCE NO._____

AN ORDINANCE relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040.

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

SECTION 1. Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows:

BUILDING PERMITS.

(a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((~~first obtaining a permit in writing from a county official duly authorized for this purpose.~~)) complying with Title 3 of the Benton County Code.

((~~(b) The application for such permit and regulations governing construction, shall be as prescribed by the Benton County Building Code.~~))

((~~(c)~~)) (b) For ((~~buildings that need~~)) building permit applications that will necessitate potable water, evidence of an adequate water supply shall be submitted in accordance with RCW 19.27.097 and, if applicable, compliance with Ordinance ____.

SECTION 2. 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.

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
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

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

PCH 1.4

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS before the Benton County Planning Commission in the matter of the 2017 Periodic update of the County Comprehensive Plan: proposed amendments to the land use maps and text of the Benton County Comprehensive Plan, BCC Title 9-Subdivision Regulations and BCC Title 11-Zoning in a manner that would resolve a Petition for Review filed by Futurewise. After negotiations, the County and Futurewise developed a settlement on the above-mentioned Petition for Review that was approved by the Board of County Commissioners in Resolution 2019-276.

The Planning Commission will consider amendments to the 2017 Comprehensive Plan amending Ordinance 600 as noted below and to BCC Title 9 Subdivision Regulations (File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 and to BCC Title 11-Zoning (File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 at a public hearing Tuesday, December 10, 2019 at 6 p.m., in the Benton County Planning Annex Hearing Room at 1002 Dudley Avenue in Prosser. The Planning Commission will consider all comments received and make their recommendation to the Board of County Commissioners (BOCC). The BOCC will then conduct a hearing to consider and act upon the Planning Commission's recommendation.

NOTICE IS FURTHER GIVEN that draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan, a summary of those changes follows this notice. Copies may be requested by calling or writing the planning office using the information below. Any comments regarding the proposed hearings may be made at the above hearings or submitted in writing. All written comments submitted by mail should be sent to: Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910, and received by the Planning Department no later than December 9, 2019. Comments may also be submitted by email to planning.department@co.benton.wa.us by 3:00 p.m. December 10, 2019.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address

no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated this 19th day of November 2019.

MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

GREG WENDT,
Interim Planning Manager

Publish date: November 27, 2019

Proposed Changes 2017 Comprehensive Plan - Ordinance 600
Draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan

1. New policies the Rural Lands-Section 2.2.3 pages 14-16
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30)
4. Amendments to the Transportation Element-Section 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110
5. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122
6. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138
7. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis
8. Addition to the References section-page 154
9. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners)
10. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners

OA 2019-002 Proposed Changes to BCC Title 11-Zoning relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040

Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows: BUILDING PERMITS - (a) a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((first obtaining a permit in writing from a county official duly authorized for this purpose.)) complying with Title 3 of the Benton County Code. (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

OA 2019-003 Proposed Changes to BCC Title 9 Subdivision Regulations relating to water supply; amending Ordinance 612, Section 11 and BC 9.02.100.

Ordinance 612, Section 11 and BCC 9.02.100(b) are hereby amended to read as follows: (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

EXHIBIT LIST FOR OA 2019-003
Subdivision Ordinance Amendment for Futurewise Settlement Agreement

Planning Commission Memo Exhibit List - December 10, 2019			
			DATED
PCM 1 Includes:	PCM 1.1	Planning Department Staff Memo	November 22, 2019
	PCM 1.2	Resolution 2019-276	September 25, 2018
	PCM 1.3	Draft Ordinance	
	PCM 1.4	Notice of Public Hearing	November 19, 2019
Planning Commission Hearing Exhibit List - December 10, 2019			
PCH 1	PCH 1.1	Comments from Futurewise	December 10, 2019
Board of County Commissioners Memo Exhibit List - January 14, 2020			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	December 16, 2019
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Draft Ordinance	
	BCCM 1.4	Planning Commission Findings	December 10, 2019
	BCCM 1.5	Planning Commission Audio Recording	December 10, 2019
	BCCM 1.6	Public Hearing Notice	December 20, 2019
Board of County Commissioners Hearing Exhibit List **January 14, 2020**			
BCCH 1	CCH 1.1		
Includes:	CCH 1.2		

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing
BCCM = County Commissioner Memo Exhibits
BCCH = Exhibits submitted during Hearing

AGENDA ITEM	TYPE OF ACTION NEEDED		Consent Agenda	
MTG. DATE: January 14, 2020			Open Record	
SUBJECT: Public Hearing- OA 2019-003 Amendment to the Benton County Subdivision Ordinance	Execute Contract		Hearing	X
	Pass Resolution	X	1st Discussion	
	Pass Ordinance	X	2nd Discussion	
MEMO DATE: January 6, 2020	Pass Motion	X	Other	
Prepared By: Greg Wendt	Other			

BACKGROUND INFORMATION

The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

Benton County approved its periodic update of its Subdivision Ordinance on September 25, 2018 (Ordinance 612/Resolution 2018-687).

On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

SUMMARY

To comply with Benton County Resolution 2019-276, the Benton County Planning Department is proposing an amendment to the Benton County Subdivision Ordinance. The proposed amendment adds language in 9.02.100 (b) which references the new Benton County Rural Water Supply Program (Title 15 BCC).

RECOMMENDATION

Process and Procedures:

It is the recommendation of the Planning Department that the Board of County Commissioners conduct an open record hearing as indicated above on Tuesday, January 14, 2020, review all testimony that has been previously submitted to the Planning Commission, the Planning Commission recommendation, and enter that information into the record by reference.

Planning Commission recommendation:

At the conclusion of an open record hearing on December 10, 2019, the Planning Commission voted 5-0 to forward a positive recommendation to the Board of County Commissioners subject to the eight (8) findings of fact (Findings and Conclusions).

FISCAL IMPACT - None.

MOTION

If the Board agrees with the Planning Commission, a motion can be made to adopt the Planning Commission's Recommendation, Findings and Conclusions as the Board's own and approve Ordinance Amendment OA 2019-003 -amending Ordinance 611, Section 165 and BCC 11.42.040, to comply with Resolution 2019-276.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING: AN ORDINANCE AMENDMENT RELATING TO WATER SUPPLY; AMENDING ORDINANCE 612, SECTION 11 AND BCC 9.02.100. TO COMPLY WITH BENTON COUNTY RESOLUTION 2019-276, SETTLEMENT AGREEMENT WITH FUTUREWISE.

WHEREAS, the Planning Commission did conduct an open record hearing on December 10, 2019 at 6:00 p.m. in the Hearing Room, Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350 to consider an amendment to the 2017 Periodic Update of the Benton County Subdivision Ordinance; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted at the continued hearing and after discussion voted to recommend approval of an amendment to the 2017 Periodic Update of the Benton County Subdivision Ordinance to comply with the Futurewise Settlement Agreement and County Resolution 2019-276; and

WHEREAS, the Planning Commission recommendation of approval of Benton County's amendment to the Subdivision Ordinance is set forth in the attached Planning Commission Recommendation, Findings of Fact and Conclusions that are incorporated herein by reference (BCCM 1.4); and,

WHEREAS, the Planning Commission's positive recommendation for the amendment to the Subdivision Ordinance has been forwarded to the Board of County Commissioners for review; and,

WHEREAS, the Board of County Commissioners did conduct their own open record hearing on January 14, 2020, in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350, to take testimony on the amendment and review the Planning Commission's recommendation. The legal notification was published on January 14, 2020 and copies of the notice mailed and emailed to those interested parties as noted in the file maintained in the Planning Department; and,

WHEREAS, the Board did review the Planning Commission and staff recommendations, the testimony and the proposed ordinance; and,

WHEREAS, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt said amendment to the Subdivision Ordinance; and,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners adopts the Planning Commission's Recommendations, Findings of Fact and Conclusions dated December 10, 2019 and attached as Exhibit BCCM 1.4 as their own; and,

BE IT FURTHER RESOLVED by the Benton County Board of Commissioners that Ordinance No. _____ an ordinance relating to Water Supply, amending Ordinance 612, Section 11 and BCC 9.02.100 to comply with Benton County Resolution 2019-276, Settlement Agreement with Futurewise be adopted shall take effect and be in full force immediately upon the date of approval and adoption.

Dated this 14th day of January 2020.

_____
Chairman of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: Amendment to Benton County Subdivision Ordinance to comply with Settlement Agreement (County Res. 2019-276)

File No. OA 2019-003

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

In the matter of County Planning, the Benton County Planning Commission recommends the subdivision ordinance amendment application by Benton County to comply with the Settlement Agreement (Benton County Resolution 2019-276) between Futurewise and Benton County be approved subject to eight (8) Findings of Fact.

RESOLUTION

WHEREAS, legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019.

WHEREAS, a public hearing was held before the Planning Commission on December 10, 2019.

WHEREAS, the following members were present, Martin Sheeran, Tammara McKeirnan, Lloyd Coughlin, Brian Skills, and Leo Perales.

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five (5) members in favor with two (2) members absent to recommend approval of a subdivision amendment by Benton County to comply with County Resolution 2019-276.

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Subdivision Ordinance on September 25, 2018 (Ordinance 612/Resolution 2018-687).

3. On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development

regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60 day review) on November 5, 2019 of the application to amend the Benton County Subdivision Ordinance.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Chapter 9 Subdivision Regulations (County Resolution 2018-687/Ordinance 612).

8. The proposed amendments add language in 9.02.100 (b) which references the need to comply with the new Benton County Rural Water Supply Program in Title 15 BCC.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated November 22, 2019 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to a subdivision ordinance amendment proposed by the Benton County is hereby recommended to be APPROVED.

12-13-2019

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

ORDINANCE NO._____

AN ORDINANCE relating to water supply; amending Ordinance 612, Section 11 and BCC 9.02.100.

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

SECTION 1. Ordinance 612, Section 11 and BCC 9.02.100 are hereby amended to read as follows:

WATER SUPPLY.

(a) Water from a public water system(s) shall be provided to each lot in a short plat or subdivision, except as specified in subsection (b) of this section.

(b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((~~and~~)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

SECTION 2. 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.

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Amendment to Benton County Subdivision Ordinance to comply with Settlement Agreement (County Res. 2019-276)

File No. OA 2019-003

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

In the matter of County Planning, the Benton County Planning Commission recommends the subdivision ordinance amendment application by Benton County to comply with the Settlement Agreement (Benton County Resolution 2019-276) between Futurewise and Benton County be approved subject to eight (8) Findings of Fact.

RESOLUTION

WHEREAS, legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019.

WHEREAS, a public hearing was held before the Planning Commission on December 10, 2019.

WHEREAS, the following members were present, Martin Sheeran, Tammara McKeirnan, Lloyd Coughlin, Brian Skills, and Leo Perales.

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five (5) members in favor with two (2) members absent to recommend approval of a subdivision amendment by Benton County to comply with County Resolution 2019-276.

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Subdivision Ordinance on September 25, 2018 (Ordinance 612/Resolution 2018-687).

3. On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development

regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60 day review) on November 5, 2019 of the application to amend the Benton County Subdivision Ordinance.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Chapter 9 Subdivision Regulations (County Resolution 2018-687/Ordinance 612).

8. The proposed amendments add language in 9.02.100 (b) which references the need to comply with the new Benton County Rural Water Supply Program in Title 15 BCC.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated November 22, 2019 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to a subdivision ordinance amendment proposed by the Benton County is hereby recommended to be APPROVED.

12-13-2019

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

The Audio Recording of the Planning Commission meeting for December 10, 2019 can be found on the County Website, on the Planning Commission agenda page for December 2019.

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
planning.department@co.benton.wa.us
co.benton.wa.us

BOCC 1.6

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS before the Board of County Commissioners in the matter of the 2017 Periodic update of the County Comprehensive Plan: proposed amendments to the land use maps and text of the Benton County Comprehensive Plan, BCC Title 9- Subdivision Regulations and BCC Title 11-Zoning in a manner that would resolve a Petition for Review filed by Futurewise. After negotiations, the County and Futurewise developed a settlement on the above-mentioned Petition for Review that was approved by the Board of County Commissioners in Resolution 2019-276. A

The Board will consider amendments to the 2017 Comprehensive Plan amending Ordinance 600 as noted below and to BCC Title 9 Subdivision Regulations (File No. OA 2019-00**3**) amending Ordinance 612, Section 11 and BC 9.02.100 and to BCC Title 11-Zoning (File No. OA 2019-00**2**) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 at a public hearing Tuesday, January 14, 2020 at 9:00 a.m., in the Board Meeting Room, Third Floor, Courthouse, Prosser WA. The Board will consider all comments received and make their recommendation to the Board of County Commissioners (BOCC). The BOCC will then conduct a hearing to consider and act upon the Planning Commission's recommendation.

The Board will also consider an Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code. See the summary of the proposed ordinance below. The proposed Rural Water Supply Program requires new housing units relying on permit exempt wells located in a certain portion of WIRA 27 to fully mitigate the impacts such wells will have on the main stem of the Yakima River.

NOTICE IS FURTHER GIVEN that draft land use maps and related documents for the 2017 Comprehensive Plan Amendment-Ordinance 600 may be viewed on the County's website at http://tinyurl.com/2017compplan, a summary of those changes follows this notice. The documents for Ordinances OA 2019-002 and 2019-003 can be found on our public notices pages at http://tinyurl.com/BCpublicnotice along with the Ordinance for the Rural Water Supply Program.

Copies may be requested by calling or writing the planning office using the information below. Any comments regarding the proposed hearings may be made at the above hearings or submitted in writing. All written comments submitted by mail should be sent to: Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910, and received by the Planning Department no later than January 13, 2020. Comments may also be submitted by email to planning.department@co.benton.wa.us by 3:00 p.m. January 13, 2020.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such

disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated this 20th day of December 2019.

JAMES BEAVER, Chairman
Board of County Commissioners

GREG WENDT,
Planning Manager

Publish date: January 1, 2020

Proposed Changes 2017 Comprehensive Plan - Ordinance 600

Draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan

1. New policies the Rural Lands-Section 2.2.3 pages 14-16; (PCM 1.5)
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19; (PCM 1.6)
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30); (PCM 1.7)
4. Housekeeping edits to pages 36 and 52 to correct an acreage amount (PCM 1.8)
5. Housekeeping edits to page 95 to correct estimated number of new homes needed (PCM 1.9)
6. Amendments to the Transportation Element-Section 7.1 page 98, 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110; (PCM 1.10)
7. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122; (PCM 1.11)
8. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138; Section 9.6 Siting of Essential Public Facilities pages 141 and 143(PCM 1.12)
9. Addition to the References section-page 154; (PCM 1.13)
10. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis; (PCM 1.14)
11. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners); and (PCM 1.15)
12. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners (PCM 1.16)
13. Letter Change from Appendix M to Appendix O (Comment Response Matrix) (PCM 1.17)

OA 2019-00**2** Proposed Changes to BCC Title 11-Zoning relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040

Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows: BUILDING PERMITS - (a) a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((first obtaining a permit in writing from a county official duly authorized for this purpose.)) complying with Title 3 of the Benton County Code. (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

OA 2019-003 Proposed Changes to BCC Title 9 Subdivision Regulations relating to water supply; amending Ordinance 612, Section 11 and BC 9.02.100.

Ordinance 612, Section 11 and BCC 9.02.100(b) are hereby amended to read as follows: (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent ~~with~~h RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

Ordinance relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code.

SECTION 1 TITLE. Adding a new chapter to the Benton County Codes entitled Rural Water Supply Program.

SECTION 2 PURPOSE. To protect the public health, safety and welfare of the citizens of Benton County, and to comply with the requirement of Growth Management Act.

SECTION 3 APPLICABILITY. This chapter shall only apple to development of parcels for residential uses which are located with that portion of unincorporated Benton County that drain to the Yakima River within WIRA 37.

SECTION 4 DEFINITIONS. Definitions for Dwelling Unit, Irrigation District and Water Resource Inventory Area 37 are being added.

SECTION 5 CREATION AND USE OF COUNTY WATER BANK. This section refers to water rights acquired by Benton County and put into trust with the State.

SECTION 6 BUILDINGS PERMITS FOR DWELLING UNITS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 7 APPLICATION OF SHORT SUBDIVISIONS. Will require that mitigation certifications be obtained by developers from the Benton County Water Bank or a private water bank.

SECTION 8 MITIGATION CERTIFICATES FROM THE COUNTY. This section outlines the process for obtaining mitigation certificates.

SECTION 9 CONSUMPTIVE USE OF WATER. Sets forth the amount of consumptive use of water under each type of Mitigation Certificate issued.

SECTION 10 METERING REQUIREMENTS. This Section list the requirements for metering on wells.

SECTION 11 ADMINISTRATION This section lists the Benton County Planning Dept. and the Benton County Building Dept. and authorized representatives who shall have responsibility to administrate and enforce this chapter.

SECTION 12 VIOLATIONS-INFRACTIONS-MISDEMEANOR. This section outlines the violations criteria for this chapter.

SECTION 13 INJUNCTIVE RELIEF. This allows Benton County to seek injunctive relief on violations of this chapter.

SECTION 14 VIOLATIONS-INVESTIGATIONS-EVIDENCE. Allows inspection of parcels that are in violation of this chapter.

SECTION 15 FAILURE TO PROVIDE INFORMATION IDENTIFYING PERSON. Willful refusal to provide information required in Section 14 is a misdemeanor.

SECTION 16 NOTICE OF INFRACTION - SERVICE. This section allows a Notice of Infraction for the first violation to be served personally upon the person named in the notice or filed with the court for service.

SECTION 17 FORM-CONTENTS This section list the needed information on a notice of infraction.

SECTION 18 FILING-HEARING IN DISTRICT COURT. Allows an infraction for be determined by either district or superior court.

SECTION 19 DETERMINATION INFRACTION COMMITTED Unless contested, the notice of infraction represents a determination that the person to whom the notice was issued committed the infraction.

SECTION 20 RESPONSE-REQUESTING A HEARING-FAILURE TO RESPOND OR APPEAR-ORDER SET ASIDE. List information for responding to an infraction.

SECTION 21 PERSON'S REFUSAL TO SIGN-MISDEMEANOR. It is a misdemeanor for a person served to refuse to sign a written promise to respond to the notice of infraction.

SECTION 22 PERSON'S FAILURE TO RESPOND-MISDEMEANOR. It is a misdemeanor for a person served to fail to respond a written promise to respond to the notice of infraction.

SECTION 23 REPRESENTATION BY ATTORNEY. A person subject to proceedings under this chapter may appear or be represented by counsel.

SECTION 24 INFRACTION-HEARING-PROCEDURE-BURDEN OF PROOF-ORDER-APPEAL Sets forth criteria on hearings for infractions.

SECTION 25 EXPLANATION OF MITIGATING CIRCUMSTANCES. A hearing may be held to allow a person to explain mitigating circumstances on an infraction.

SECTION 26 CIVIL PENALTY-INFRACTION. A civil penalty imposed by the court under this chapter is immediately payable.

SECTION 27 VIOLATION PENALTIES. Sets dollar amounts for penalties.

SECTION 28 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.

SECTION 29 EFFECTIVE DATE The effective date of this ordinance shall be February 1, 2020.

April Brown PCH 1.1

From:	Alison Cable <alison@futurewise.org>
Sent:	Tuesday, December 10, 2019 10:32 AM
To:	Planning Department; Donna Hutchinson
Cc:	Alex Brennan; Tim Trohimovich; Kate Brunette
Subject:	[EXTERNAL] Futurewise Comment Let to PC Comp Plan and DR Amendments to Comply with Settlement Dec 9 2019.docx
Attachments:	Futurewise Comment Let to PC Comp Plan and DR Amendments to Comply with Settlement Dec 9 2019.pdf

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair Sheeran and Planning Commissioners:

Thank you for the opportunity to comment on the amendments to the comprehensive plan and development regulations. We appreciate the work that County staff and officials have put into the settlement agreement and resulting policy improvements. These efforts will help protect rural residents, and our water resources from negative impacts. Our hope is that other jurisdictions in Eastern Washington facing limited water resources and rapid growth will look to Benton County's leadership on this issue.

Thank you for considering our comments. If you require additional information, please contact Alison Cable at telephone (206) 343 0681 Ext. 114 and email: alison@futurewise.org or Tim Trohimovich at telephone (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Alison Cable
Tri-Cities Program Manager

future wise
206-343-0681 x114
connect:
futurewise.org

816 Second Ave, Suite 200, Seattle, WA 98104
p. (206) 343-0681
futurewise.org

December 10, 2019

Mr. Martin Sheeran, Chairman
Benton County Planning Commission
Benton County Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, Washington 99320

Dear Chair Sheeran and Planning Commissioners:

Subject: Comments on the 2017 Comprehensive Plan amending Ordinance 600 to comply with Res. 2019-276 and satisfy the settlement with Futurewise, BCC Title 9 Subdivision Regulations(File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 to comply with Res. 2019-276 & satisfy the settlement with Futurewise, and BCC Title 11-Zoning(File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 to comply with Res. 2019-276 and satisfy the settlement with Futurewise.

Sent via email to: planning.department@co.benton.wa.us; Donna.Hutchinson@co.benton.wa.us

Thank you for the opportunity to comment on the amendments to the comprehensive plan and development regulations. Futurewise works throughout the State to support land-use policies that encourage healthy, equitable, and opportunity-rich communities, and that protect our most valuable farmlands, forests, and water resources. Futurewise has members across Washington State including Benton County.

We agree that the proposed amendments are consistent with Sections 3 and 4 of our settlement agreement with Benton County. Section 3B of the settlement agreement. provides that "Benton County will consider adopting the *Eastern Washington Storm Water Manual* by reference as a development regulation." Adopting the *Eastern Washington Storm Water Manual* as a development regulation will protect water quality, reduce localized storm water flooding, and protect residents and property owners. We encourage Benton County to adopt the *Eastern Washington Storm Water Manual* by reference as a development regulation.

Additionally, we strongly support the County's efforts to protect water quality by maintaining vegetative cover, limiting impervious surfaces, and encouraging Low Impact Development. Low Impact Development (LID) strategies mimic natural hydrologic conditions by emphasizing, conservation and use of on-site natural features to protect water quality.

We appreciate the work that County staff and officials have put into the settlement agreement and resulting policy improvements. These efforts will help protect rural residents, and our water resources from negative impacts. Our hope is that other jurisdictions in Eastern Washington facing limited water resources and rapid growth will look to Benton County's leadership on this issue.

Thank you for considering our comments. If you require additional information, please contact Alison Cable at telephone (206) 343 0681 Ext. 114 and email: alison@futurewise.org or Tim Trohimovich at telephone (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Very Truly Yours,

Alison Cable

Alison Cable
Tri-Cities Program Manager

Tim Trohimovich, AICP
Director of Planning & Law

Enclosures

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

CASE FILE:	OA 2019-003 (SUBDIVISION ORDINANCE)
MEMO DATE:	November 22, 2019
HEARING DATE:	December 10, 2019
APPLICANT:	Benton County
OWNER:	N/A
LOCATION:	Benton County
PROPERTY SIZE:	N/A
AREA TO BE USED:	N/A
LAND USE:	N/A
COMP. PLAN:	N/A
ZONING:	N/A
SUGGESTED STAFF RECOMMENDATION:	Staff recommends that the Planning Commission forward to the Board of County Commissioners a recommendation to amend the Benton County Subdivision Ordnance and comply with Resolution 2019-276 subject to eight (8) findings of fact.

BACKGROUND INFORMATION

The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

Benton County approved its periodic update of its Subdivision Ordinance on September 25, 2018 (Ordinance 612/Resolution 2018-687).

On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

APPLICATION DESCRIPTION

To comply with Benton County Resolution 2019-276, the Benton County Planning Department is proposing an amendment to the Benton County Subdivision Ordinance. The proposed amendment adds language in 9.02.100 (b) which references the new Benton County Rural Water Supply Program (Title 15 BCC).

This amendment includes:

9.02.100 WATER SUPPLY.

(a) Water from a public water system(s) shall be provided to each lot in a short plat or subdivision, except as specified in subsection (b) of this section.

(b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((~~and~~)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

PUBLIC NOTICE

1. Legal notification for the Planning Commission public hearing was published in the Prosser Record Bulletin on November 27, 2019 (PCM 1.4).
2. A public hearing was held before the Planning Commission on December 10, 2019.

AGENCY COMMENTS

1. Benton County Planning Department: The Planning Department analyzed and developed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, the County-Wide Planning Policies, Benton County Resolution 2019-276 (Agreement with Futurewise) and other regulations adopted by Benton County as applicable.

CRITERIA FOR FINDINGS OF FACT

1. Benton County Code Title 9 (County Resolution 2018-687/Ordinance 612)
2. Benton County Comprehensive Plan

3. Growth Management Act (RCW 36.70A)

4. Benton County Resolution 2019-276 (Agreement with Futurewise)

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings and conditions for OA 2019-003.

The Benton County Planning Department recommends that the Planning Commission forward a recommendation of approval to the Benton County Board of Commissioners for application OA 2019-003, with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. The State of Washington (RCW 36.70A.130) requires mandatory "periodic updates" of the entire comprehensive plan and development regulations every eight years for all "fully planning" cities and counties. Each Washington city and county must periodically review and, if needed, revise its comprehensive plan and development regulations to ensure that they comply with the GMA.

2. Benton County approved its periodic update of its Subdivision Ordinance on September 25, 2018 (Ordinance 612/Resolution 2018-687).

3. On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations (zoning and subdivision ordinance) with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

4. On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

5. The proposed amendments comply with the standards of RCW 36.70A, the Growth Management Act. As required in RCW 36.70A.106, the County notified the Washington State Department of Commerce (60-day review) on November 5, 2019 of the application to amend the Benton County Subdivision Ordinance.

6. The proposed amendments comply with Benton County Resolution 2019-276, Agreement with Futurewise.

7. The proposed amendments comply with the public notice and procedural steps in Benton County Code (BCC) Chapter 9 Subdivision Regulations (County Resolution 2018-687/Ordinance 612).

8. The proposed amendments add language in 9.02.100 (b) which references the need to comply with the new Benton County Rural Water Supply Program in Title 15 BCC.

SUGGESTED MOTION:

I move that the Planning Commission forward a recommendation of approval for proposed application OA 2019-003 subject to the eight (8) Findings of Fact listed in the Staff Report dated November 22, 2019 to the Benton County Board of Commissioners, and that the Chairman along with the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

RESOLUTION 2019 276

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESOLVING THE APPEAL OF BENTON COUNTY'S 2017 COMPREHENSIVE PLAN PERIODIC UPDATE

WHEREAS, on February 13, 2018, the Board of Benton County Commissioners adopted Resolution 2018-137 and Ordinance 600 to enact the 2017 Comprehensive Plan Periodic Update; and

WHEREAS, on April 18, 2018, Futurewise, a Washington non-profit corporation, executed and subsequently filed with the Growth Management Hearings Board a Petition for Review with the Growth Management Hearings Board to challenge the compliance of Benton County Resolution 2018-137 and Ordinance 600 with the Growth Management Act; and

WHEREAS, after negotiation, Futurewise and the Board of County Commissioners have developed an agreement pursuant to which Futurewise agrees to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to its comprehensive plan and additional development regulations to implement certain measures to protect the rural water supply; and

BE IT RESOLVED, that the Chairman is authorized to sign and have delivered to Futurewise the attached Settlement Agreement between Futurewise and Benton County to establish a framework to potentially resolve the matter of *Futurewise v. Benton County,* Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004.

Dated this 2nd day of April, 2019.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Settlement Agreement between Futurewise and Benton County

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into this 2 day of April, 2019, by and between the Appellant, Futurewise, a Washington non-profit corporation, and Respondent, Benton County, a Washington state municipal government ("County"), for the purpose of resolving and settling all claims associated with Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

NOW THEREFORE, FOR GOOD AND FAIR CONSIDERATION, FUTUREWISE AND BENTON COUNTY AGREE AS FOLLOWS:

Section 1. Requirement to Dismiss.

A. Within 15 days of the completion of the tasks and adoption of the development regulations referenced in Sections 2 and 3.B, and the amendments to the comprehensive plan referenced in Sections 3 and 4 of this Settlement Agreement, Futurewise shall cause to be dismissed with prejudice the appeal with the caption *Futurewise v. Benton County*, Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004. Growth Management Hearings Board Eastern Washington Region Case No. 18-1-0004 is Futurewise's appeal of Benton County Resolution 2018-137 and Benton County Ordinance 600, adopting the 2017 Comprehensive Plan Periodic Update, and Benton County Resolution 2018-167 and Benton County Ordinance 601, adopting Map A-3 as the official zoning map for Benton County.

B. This dismissal will be accomplished through a joint stipulation executed by Futurewise and Benton County or any other means authorized by Growth Management Hearings Board rules of practice and procedure.

Section 2. Provisions to Protect Surface and Ground Water.

Benton County will consider adopting and implementing the following measures for the protection of the quality and quantity of ground and surface water.

A. Permanent regulations will be considered that will require new development relying on permit-exempt wells proposed to be located within a certain portion of Water Resource Inventory Area (WRIA) 37 to fully mitigate the impacts of such wells on the main stem of the Yakima River resulting from the consumptive use of water by such wells for housing unit needs by meeting the criteria set forth below:

(i) The geographic area subject to these regulations will only be that portion of WRIA 37 located in Benton County that drains to the Yakima River and not the Columbia River. That geographic area

is depicted on the attached Exhibit A. The area is hereafter referred to as the "mitigated area."

(ii) Benton County has acquired and may continue to acquire surface water rights with a priority date pre-May 10, 1905, in the Yakima River Basin. Mitigation of the consumptive water use of permit-exempt wells in the mitigated area to be considered will be accomplished by placing such water rights in trust with the State of Washington for instream flows within or upstream of WRIA 37.

(iii) For every building permit issued after February 13, 2018, and prior to the adoption of the regulations set forth below in subsection (iv), that requires potable water from a permit-exempt well located in the mitigated area, Benton County will reserve 200 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel within an irrigation district and 300 gallons per day per parcel (annual daily average) if the permit is or was for development on a parcel not within an irrigation district from a water right placed in trust by the County.

(iv) The permanent regulations to be considered will require new applicants for subdivisions and residential building permits that seek to use permit-exempt wells located in the mitigated area for potable water supply to provide evidence of mitigation in the following form as a condition to final plat approval and building permit approval: (1) acquisition of a mitigation certificate from the County for up to a certain number of gallons per day per parcel (annual daily average) for indoor only water usage for each residence; or (2) acquisition of a mitigation certificate from the County for up to a certain larger number of gallons per day per parcel (annual daily average) for indoor and outdoor water usage for each residence if the parcel on which the development is proposed is not located within an irrigation district.

(v) The County will consider regulations that will only allow the issuance of a mitigation certificate if the aggregate of water usage allotted by all mitigation certificates issued by the County, in addition to the water reserved under subsection (iii) above, will not exceed the amount of water placed into trust by the County.

B. The County further agrees that prior to the adoption of the permanent regulations set forth in section A above, it will approve long plat applications submitted after the effective date of this Agreement that seek to rely on permit-exempt wells within the mitigated area only if a condition is required that a statement be placed on the face of the plat indicating that no building permits will be issued for any of the lots within the plat without first obtaining mitigation certificates for the lot for which a building permit is sought.

*Note: Code provisions to address the deleted §2.B already have been adopted in Benton County Ordinance 611, section 165(c), and Ordinance 612, section 11(b). Those

sections will be considered for further amendment at the same time as the regulations in 2.A above to make BCC 9.02.100 and BCC 11.42.040 only applicable to unincorporated areas not covered by the regulations referred to above in section 2.

Section 3. Measures to Protect Rural Character.

A. Benton County will consider amendments to the Rural Element/Land Use Element of its Comprehensive Plan to add policies governing rural development. The policies shall be equivalent in substance and effect to the provisions listed below, but Futurewise and Benton County (the parties) recognize that changes in location, order, formatting, numbering, and wording that do not change the substance may occur as part of the comprehensive plan amendment process.

- New Policy: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

- New Policy: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

- New Policy: Rural development shall provide adequate water for domestic use. When feasible, rural developments will be encouraged to utilize existing community systems with adequate availability for domestic water and sewage disposal.

- New Policy: New groundwater uses must provide evidence that the proposed water source is physically and legally available. Groundwater uses and withdrawals, including the issuance of building permits and the approval of land divisions, must be consistent with RCW 90.44.050, and with applicable rules adopted pursuant to RCW 90.22 and 90.54.

- New Policy: Provide public services consistent with rural character. Rural developments will not impact existing public facilities/services to the extent that the level of service for that facility is reduced below the adopted threshold and/or acceptable operation capacity. Rural developments should occur where adequate access to transportation systems, and rural levels of utilities and facilities, such as domestic water, power, and fire and police protection are available.

- New Policy: Rural development shall minimize potential adverse impacts to water quality, slope stability, vegetation, wildlife and aquatic life as implemented through the County's critical area regulations, shoreline master program, and hydrology manual.

- New Policy: Support the availability of sufficient water to maintain the agricultural industry and agricultural processing and value-added manufacturing.

- New Policy: Encourage long-term conservation, adequate water supply, and the wise stewardship of natural resources within Benton County for the benefit of current and future residents.

- New Policy: Encourage the continued communication with irrigation districts, legislature, and other responsible entities to ensure that adequate irrigation water is available for agricultural uses.

- New Policy: Encourage the use of low-impact development (LID) measures in the Eastern Washington Low Impact Development Guidance Manual and their application to urban development, urban and rural subdivisions, and large rural developments in Benton County.

- New Policy: Support on-site infiltration in rural areas for new lots, subdivisions and developments by promoting storm water best management practices. Promote the retention of existing native vegetative cover in landscaping plans for areas zoned Rural Lands One Acre (RL-1), Rural Lands Five Acre (RL-5), Rural Lands Twenty Acre (RL-20), and Planned Development (PD) zones applied to any of these zones. Where the proposed development will not be precluded, limit impervious surfaces that are not infiltrated on-site for all new development in the zoning districts listed above to no more than ten percent and require the retention of 45 percent vegetative cover, which may include native or non-native species, provided soil infiltration/filtration properties are maintained.

- New Policy: Support and encourage the use of and application of Firewise principles and other fire risk reduction measures consistent with the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan to reduce fire risk for urban development, urban subdivisions, rural subdivisions and large rural developments susceptible to wildfires. Encourage the implementation of the Firewise principles, or similar best management measures, applicable to individual lots on all lots at risk from wildfires.

- Adopt by reference as an appendix to the Comprehensive Plan, the Benton County Hazard Mitigation Plan and Community Wildfire Protection Plan, as amended.

B. Benton County will consider adopting the Eastern Washington Storm Water Manual by reference as a development regulation.

C. If the regulations set forth in Section 2 and the Comprehensive Plan amendments and the regulation listed above in Section 3 are adopted and implemented, Benton County will commit to the following practices regarding low impact development and Firewise principles for at least ten (10) years from the effective date of the dismissal of the appeal as set forth in Section 1:

- Include informational materials related to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials as an attachment/supplemental to the County's land use, road approach and building permit application materials to be utilized as a resource for landowners.

- Include on the County's website (Planning, Public Works and Building) links to the Eastern Washington Low Impact Development Guidance Manual and the NFPA Firewise educational and outreach materials to be utilized as a resource for landowners.

Section 4. Modification of the Capital Facilities Plan Element, the Capital Improvement Plan, and the Transportation Element of Benton County Comprehensive Plan.

A. Benton County will consider amending the applicable parts of Chapter 2 – Goals and Policies, Chapter 9 Capital Facilities Element, and Appendix J – Capital Improvement Plan, 2017 – 2022, and include an inventory or reference to an inventory of existing public facilities owned by public entities, a forecast of future needs, the proposed location and capacities of expanded or new public facilities, and a six-year financing plan for capital facilities that is within the projected funding capacities for publicly owned water systems, fire districts, municipal emergency services providers, and school systems, as applicable.

B. Benton County will consider including in its Capital Facilities Plan Element/Capital Improvement Plan and Transportation Element the Ben-Franklin Transit capital facilities, level of service standards, service areas, and recommendations for additional service.

C. In addition, Benton County will agree to conduct an analysis of the adequacy of the firefighting capabilities and consider amendments to the Capital Facilities Plan Element if it determines such amendments are needed to maintain adequate firefighting capabilities on the borders of the UGAs and the rural areas within the county.

D. Benton County will consider amending Appendix H to more clearly describe the land use assumptions used in the analysis. In addition, Benton County will coordinate with the Washington State Department of Transportation (WSDOT) and Benton-Franklin Council of Governments (BFCOG) in conducting a more detailed evaluation of the estimated traffic impacts of projected growth on state-owned facilities and the facility and service needs stemming from future population demands on state owned facilities, and amend Appendix H, as needed.

Section 5. Attorneys' Fees and Costs.

Each party hereto shall bear its own attorneys' fees and costs.

Section 6. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between Futurewise and Benton County, shall supercede any and all prior written and/or oral agreements, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. No other understandings, oral or otherwise, shall be deemed to bind any of the parties hereto.

Section 7. Remedy for Breach.

For any breach of this Settlement Agreement all remedies in law and equity shall be available including the remedy of specific performance.

Section 8. Amendment.

This Settlement Agreement may not be modified or amended except by the written agreement of the parties.

Section 9. Governing Law.

This Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington.

Section 10. Authorization.

Each person signing this Settlement Agreement represents and warrants that he or she has authority to sign this Settlement Agreement on behalf of and to bind the party represented, and that any necessary conditions precedent to the execution of this Settlement Agreement on behalf of the party represented have been satisfied.

Section 11. Counterparts.

A. This Settlement Agreement may be executed in counterparts and each executed counterpart shall have the same force and effect as the original instrument and as if all of the parties to the counterparts had signed the same instrument.

B. Electronic facsimile signatures and/or electronically scanned signatures shall be sufficient to demonstrate a party's assent to this Settlement Agreement.

Section 12. Effective and Expiration Dates.

A. This Settlement Agreement shall be effective on the later of the dates it is signed by the parties.

B. This Settlement Agreement shall expire on the day after the day the Growth Management Hearings Board dismisses *Futurewise v. Benton County*, Growth

Management Hearings Board Eastern Washington Region Case No. 18-1-0004. No cause of action shall accrue under this Settlement Agreement with respect to actions by Benton County regarding any comprehensive plan amendments or amendment or repeal of development regulations adopted after this Settlement Agreement expires. This provision does not limit in any way the rights of Futurewise to challenge such actions under the provisions of the Growth Management Act.

BENTON COUNTY

By: Shon Small

Its: Chairman

Signed this 2 day of April, 2019.

FUTUREWISE

By: Chris Wierzbicki

Its: Executive Director

Signed this 29th day of March 2019.

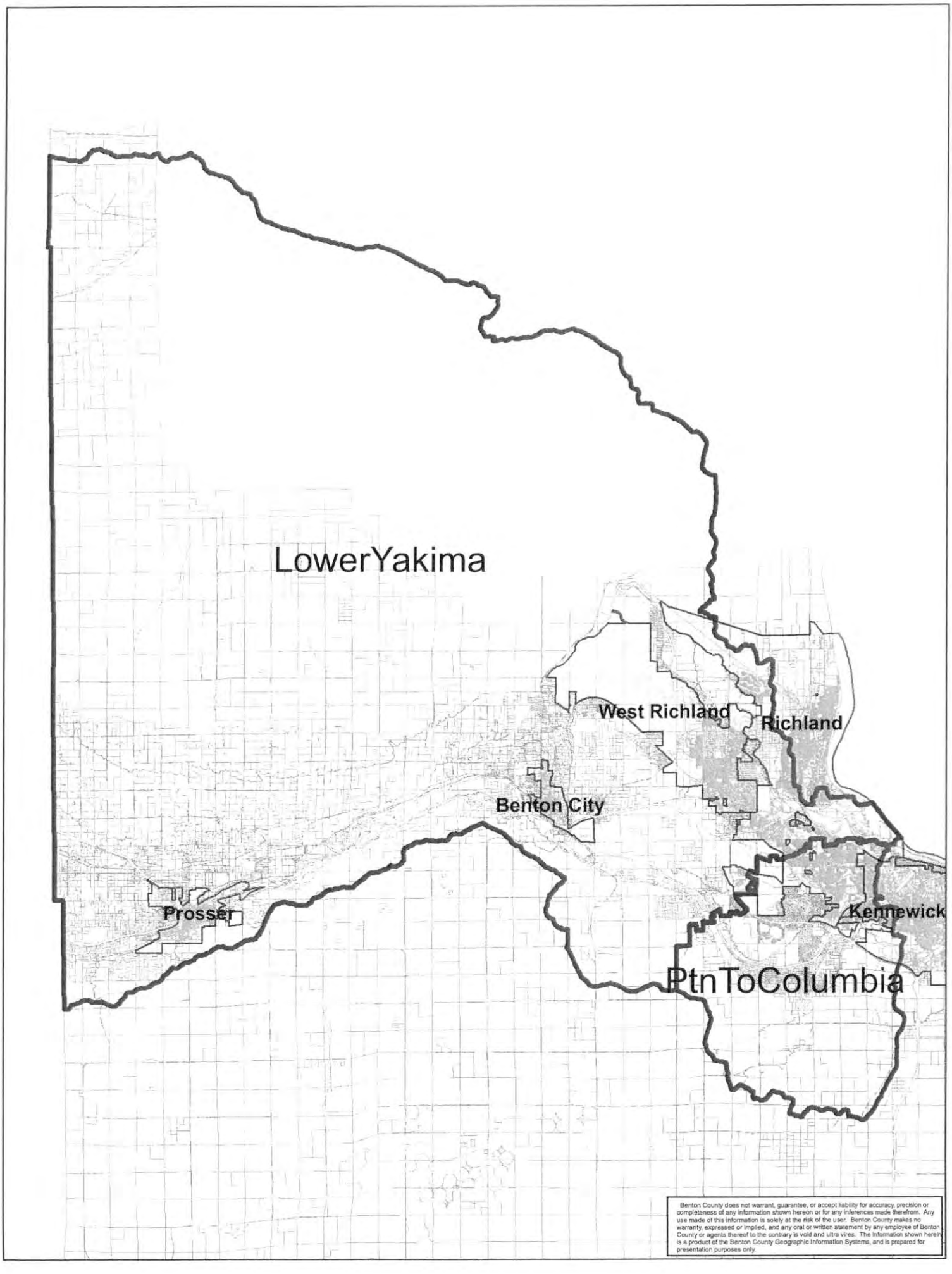
Approved as to form:

By: Ryan K. Brown

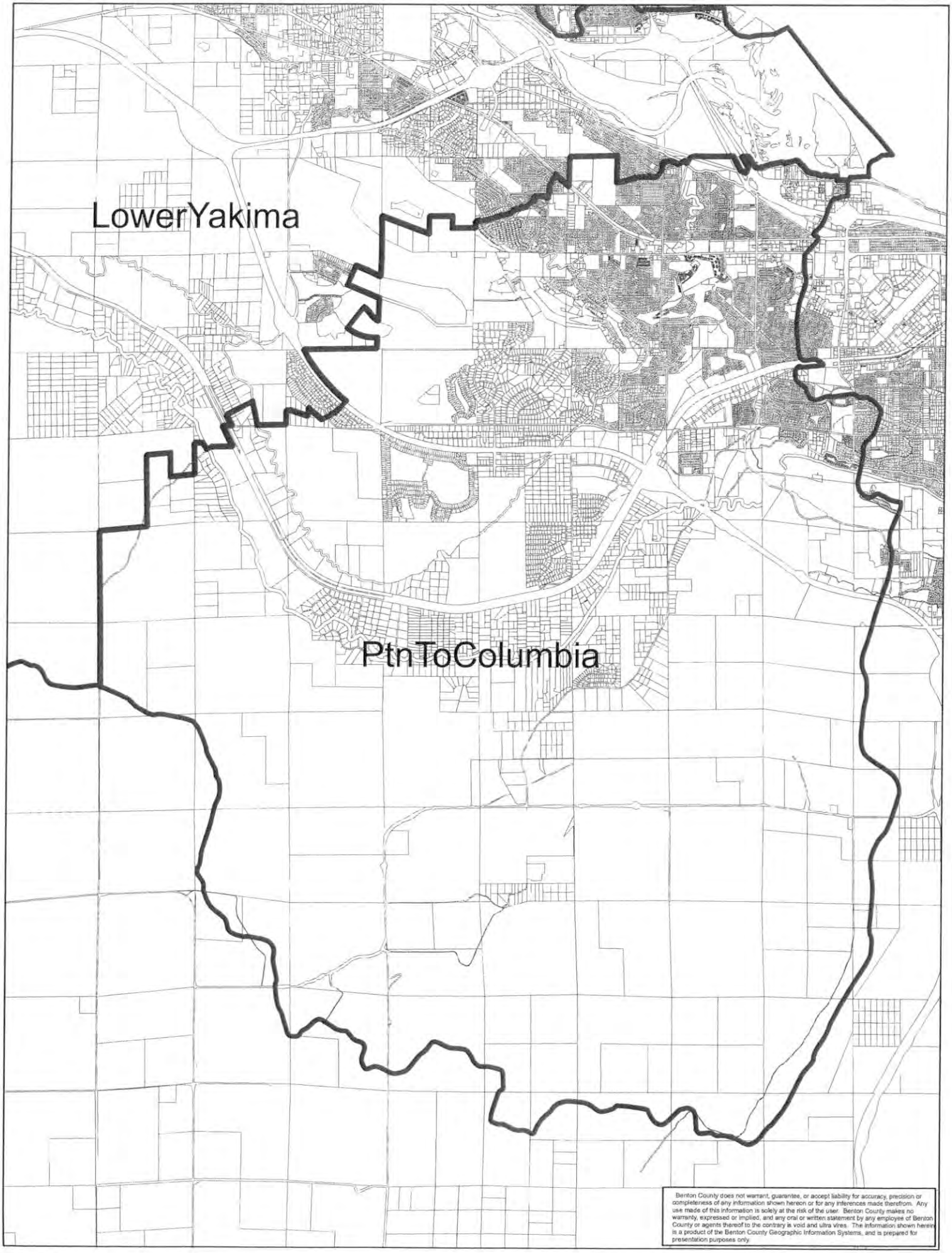
Its: DPA

EXHIBIT A

(2 pages)



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

ORDINANCE NO._____

AN ORDINANCE relating to water supply; amending Ordinance 612, Section 11 and BCC 9.02.100.

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

SECTION 1. Ordinance 612, Section 11 and BCC 9.02.100 are hereby amended to read as follows:

WATER SUPPLY.

(a) Water from a public water system(s) shall be provided to each lot in a short plat or subdivision, except as specified in subsection (b) of this section.

(b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((~~and~~)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

SECTION 2. 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.

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
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

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

PCM 1.4

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS before the Benton County Planning Commission in the matter of the 2017 Periodic update of the County Comprehensive Plan: proposed amendments to the land use maps and text of the Benton County Comprehensive Plan, BCC Title 9-Subdivision Regulations and BCC Title 11-Zoning in a manner that would resolve a Petition for Review filed by Futurewise. After negotiations, the County and Futurewise developed a settlement on the above-mentioned Petition for Review that was approved by the Board of County Commissioners in Resolution 2019-276.

The Planning Commission will consider amendments to the 2017 Comprehensive Plan amending Ordinance 600 as noted below and to BCC Title 9 Subdivision Regulations (File No. OA 2019-002) amending Ordinance 612, Section 11 and BC 9.02.100 and to BCC Title 11-Zoning (File No. OA 2019-003) relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040 at a public hearing Tuesday, December 10, 2019 at 6 p.m., in the Benton County Planning Annex Hearing Room at 1002 Dudley Avenue in Prosser. The Planning Commission will consider all comments received and make their recommendation to the Board of County Commissioners (BOCC). The BOCC will then conduct a hearing to consider and act upon the Planning Commission's recommendation.

NOTICE IS FURTHER GIVEN that draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan, a summary of those changes follows this notice. Copies may be requested by calling or writing the planning office using the information below. Any comments regarding the proposed hearings may be made at the above hearings or submitted in writing. All written comments submitted by mail should be sent to: Benton County Planning Department, P.O. Box 910, Prosser, WA 99350-0910, and received by the Planning Department no later than December 9, 2019. Comments may also be submitted by email to planning.department@co.benton.wa.us by 3:00 p.m. December 10, 2019.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address

no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated this 19th day of November 2019.

MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

GREG WENDT,
Interim Planning Manager

Publish date: November 27, 2019

Proposed Changes 2017 Comprehensive Plan - Ordinance 600
Draft land use maps and related documents may be viewed on the County's website at http://tinyurl.com/2017compplan

1. New policies the Rural Lands-Section 2.2.3 pages 14-16
2. Amendments to Rural Domestic Water Policies-Section 2.4.3 page 19
3. Amendments to the Capital Facilities & Public Services (2.10 pg. 30)
4. Amendments to the Transportation Element-Section 7.2.6 pages 102-103, Section 7.2.7 pages 103, Section 7.2.7 page 103, Section 7.2.8 pages 103-104, Section 7.3.1 and 7.3.11 pages 104-105, Section 7.5.1 page 109-110
5. Amendments to the Capital Facilities Relationship between Land Use and Capital Facilities Section 9.11 page 122
6. Amendments to Capital Facilities Improvement to Public Facilities identified in Other Plans-Section 9.24 pages 125-138
7. Title Change to Appendix H-4 (Inventory within Benton County and 2028 Forecast and Level of Service Analysis
8. Addition to the References section-page 154
9. Addition Appendix M (Benton County Community Wildfire Protection Plan, previously adopted by the Board of County Commissioners)
10. Addition Appendix N (Benton County Natural Hazard Mitigation Plan 2019, previously adopted by the Board of County Commissioners

OA 2019-002 Proposed Changes to BCC Title 9 Subdivision Regulations relating to water supply; amending Ordinance 612, Section 11 and BC 9.02.100.

Ordinance 612, Section 11 and BCC 9.02.100(b) are hereby amended to read as follows: (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((and)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended, and with Ordinance ____, if applicable.

OA 2019-003 Proposed Changes to BCC Title 11-Zoning relating to building permits; amending Ordinance 611, Section 165 and BCC 11.42.040

Ordinance 611, Section 165 and BCC 11.42.040 are hereby amended to read as follows: BUILDING PERMITS - (a) a) No person, company, or corporation shall erect a building or structure of any kind or make any addition to an existing building or structure or alter any building or structure already erected within the unincorporated area of the County of Benton without ((first obtaining a permit in writing from a county official duly authorized for this purpose.)) complying with Title 3 of the Benton County Code. (b) Private water supplies may be utilized to serve a short plat or subdivision if an applicant demonstrates that the proposed water source is consistent with RCW 90.44.050, as existing or hereafter amended, ((~~and~~)) with applicable rules adopted pursuant to RCW 90.22 and 90.54, as existing and hereafter amended<u>, and with Ordinance ____, if applicable</u>.